

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

BY-LAW NO. 18-2019

BEING A BY-LAW TO ESTABLISH AND REGULATING THE FIRE
DEPARTMENT,
AND TO REPEAL BY-LAW NO. 12-2015,

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS the Municipal Act provides that sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

AND WHEREAS the Fire Protection and Prevention Act, (FPPA) 1997, S.O., c4, as amended, requires every municipality to establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention and to provide such other Fire Protection Services as it determines may be necessary in accordance with its needs and circumstances;

AND WHEREAS the FPPA permits a municipality, in discharging these responsibilities, to establish a fire department;

AND WHEREAS the FPPA permits a Council of a municipality to establish, maintain and operate a Fire Department for all or any part of the municipality;

AND WHEREAS the FPPA requires a municipality that establishes a Fire Department to provide fire suppression services and permits the Fire Department to provide other Fire Protection Services in the municipality;

AND WHEREAS the FPPA requires a municipality that establishes a Fire Department to appoint a Fire Chief;

AND WHEREAS the FPPA authorizes a municipality to enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies.

AND WHEREAS the FPPA authorizes a municipality to, under such conditions as may be specified in the agreement, enter into an agreement to, provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality.

AND WHEREAS the FPPA authorizes a council of a municipality to pass by-laws under the FPPA to regulate fire prevention, to regulate the setting of open-air fires and to designate private roads as fire routes.

NOW THEREFORE, THE COUNCIL FOR THE CORPORATION OF THE VILLAGE OF SOUTH RIVER ENACTS AS FOLLOWS:

1. DEFINITIONS

1. In this By-law:

“Administering Clerk Administrator” means the Clerk Administrator for the Village of South River

“Approved” means approved by Council of the Village of South River and the Township of Machar

“Automatic Aid” means any agreement under which a municipality agrees to provide an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department is capable of responding more quickly than any fire department situated in the other municipality; or a municipality agrees to provide a supplemental response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department in the municipality is capable of providing the quickest supplemental response to fires, rescues and emergencies occurring in the part of another municipality.

“Clerk Administrator” means the Clerk Administrator for the Village of South River

“Corporation” means the Corporation of the Village of South River and the Corporation of the Township of Machar;

“Council” means the Council of the Corporation of the Village of South River and the Council of the Corporation of the Township of Machar;

“Crown Protection Area” means the area(s) within the limits of the Township of Machar designated in the current Municipal/MNRF Forest Fire Agreement where the MNRF has prime responsibility for suppressing outdoor fires.

“Deputy Fire Chief” means the person appointed by **Council** to act on behalf of the **Fire Chief** in the case of an absence or a vacancy in the office of the **Fire Chief**;

“Emergency Control Group” means the Mayor with designated Senior Officials who coordinate and deploy resources to mitigate the impact of a municipal or other large-scale emergency incident.

“Emergency Management Committee” means the group of municipal officials that are responsible to ensure that local programs and committees are developed as required to enable the emergency management process in accordance with the requirements of the Emergency Management and Civil Protection Act.

“Fire Chief” means the person appointed by **Council** to act as Fire Chief for the Corporation and is ultimately responsible to **Council** as defined in the **FPPA**;

“Fire Committee” means the South River Machar Fire Committee, formed by council representatives from the Village of South River and the Township of Machar as may be established to deal with a specific issue pertaining to Fire Protection Services

“Fire Code” means Ontario Regulation 213/07, as amended, and any successor regulation.

“Fire Coordinator” means the person appointed by the Fire Marshal, under the authority of the Fire Protection and Prevention Act, 1997 to coordinate the mutual aid plan, or the person appointed by the Fire Marshal to act in the absence of the Fire Coordinator;

“Fire Department” means the South River Machar Fire Department

“Firefighter’s Association” means the South River Machar Firefighters Association

“FPPA” means the Fire Protection and Prevention Act, 1997, S.O., c 4, as may be amended from time to time, or any successor legislation, and any regulation made there under;

“Fire Protection Agreement” is a contract between municipalities, other agencies, individuals, or a company that clearly defines the responsibilities, terms, conditions, and all other aspects of the fire services purchased, provided and/or required.

“Fire Protection Services” includes fire suppression, rescue and emergency services, fire prevention, public fire safety education, mitigation, prevention and safety education of the risk created by unsafe levels of carbon monoxide, communications, training of personnel involved in the provision of Fire Protection Services, and the delivery of all those services.

“Indemnification Technology®” means Fire Department Incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils.

“Limited Service” means a variation of service significantly differentiating from the norm as a result of extenuating circumstances, such as deployment of Volunteer Firefighters in insufficient numbers to safely carry out the delivery of Fire Protection Services, environmental factors, remote properties, impeded access, private roadways, lanes and drives, obstructions, or extraordinary hazards or unsafe conditions

“Member” means any person employed by, appointed to, or volunteering for the Fire Department and assigned to undertake Fire Protection Services, and includes Officers, full-time and Part-time Firefighters, Volunteer Firefighters, Auxiliary Members, Chaplains, and administrative staff.

“Municipal Act” means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, and any successor legislation.

“Municipal Protection Area” means the area(s) within the limits of the Township of Machar designated in the current Municipal/MNRF Forest Fire Agreement where the South River Machar Department has prime responsibility for suppressing outdoor fires.

“Mutual Aid” means a plan established pursuant to section 7 of the Fire Protection and Prevention Act under which fire departments that serve a designated area agree to assist each other on a reciprocal basis in the event of a major fire or emergency.

“Officer” means any member with the rank of Captain or higher.

“Owner” means any person, firm or corporation having control over any portion of the building or property under consideration and includes the persons in the building or property.

“Personnel Committee” means a committee of representatives of the Village of South River Council established to provide guidance, oversight and support to management as it develops and implements employee staffing, performance management and compensation systems.

“Rope Rescue” means an environment (open or confined space, high angle or low angle) in which the load is predominately supported by a rope rescue system;

“Specialty Rescue” shall mean rescue response to high angle/low angle rope rescue, ice/water rescue (land-based entry level), remote rescue, auto extrication, hazardous materials response in accordance with available resources.

2. ESTABLISHMENT

- 2.1 A department for the Village of South River and the Township of Machar, to be known as the South River Machar Fire Department, is hereby established and continued under this By-law and the head of this Department shall be known as the Fire Chief.
- 2.2 The goals of the *Fire Department* shall be those contained in Appendix “A”.

3. COMPOSITION

- 3.1 The *Fire Department* shall consist of **1 Fire Chief, 1 Deputy Fire Chief, up to 7 Captains, up to 16 Firefighters** and any other person(s) as may be authorized or considered necessary from time to time by *Council* on recommendation from the *Fire Chief* for the *Fire Department* to perform *Fire Protection Services*.
- 3.2 The *Fire Chief* shall be appointed by By-law of the *Council*.
- 3.3 The *Deputy Fire Chief* shall be appointed by By-law of the *Council*.

4. EMPLOYMENT

- 4.1 The *Fire Chief* may recommend for appointment, any qualified person as a *Member* of the *Fire Department*, if the position is authorized by the *Council* and is subject to the approved hiring policies of the *Fire Department* in compliance with **Section 4.4** of this by-law.
 - (i) “Qualified” person shall be:
 - a) at least 18 years of age
 - b) of good character
 - c) medically fit to be a firefighter as certified by a physician
- 4.2 A person appointed as a member of the *Fire Department* shall be on probation for a minimum of six (6) months, during which time he/she shall take such special training and examinations as may be required by the *Fire Chief*. The probation period may be extended at the discretion of the *Fire Chief*
- 4.3 Any probationary *Member* may be discharged for any just cause upon recommendation by the *Fire Chief* and to the *Council* in compliance with **Section 4.4** of this by-law.

- 4.4 All recommendations for appointments, promotions, demotions, suspensions and terminations will be reported to the *Administrating Clerk Administrator* by the *Fire Chief* to be recommended to be ratified by *Council*.
- 4.5 The remuneration of all members of the *Fire Department* shall be recommended by the *Personnel Committee* to and approved by *Council* or other administrative and legal process as appropriate.
- 4.6 A *member* shall not be dismissed without being afforded the opportunity for a hearing before the *Personnel Committee*, if he/she makes a written request for such hearing within seven days after receiving his/her proposed dismissal.

5. TERMS AND CONDITIONS OF EMPLOYMENT

- 5.1 Subject to any applicable collective agreement(s), the remuneration and other terms and conditions of employment or appointment of the members and administrative support staff that comprise the *Fire Department* shall be determined by the *Personnel Committee* in accordance with policies and programs established and approved by Council of the Village of South River.

6. ORGANIZATION

- 6.1 The *Fire Department* may be organized into Divisions such as Administration, Emergency Operations, Support Services, Communications, Training, Fire Prevention and Public Education.
- 6.2 The *Fire Chief* may re-organize or eliminate Divisions or establish other Divisions or may do all or any of these things or any combination of them as may be required to ensure the proper administration and efficient operation of the *Fire Department* and the effective management of *Fire Protection Services* for the Corporation.
- 6.3 The *Fire Chief* may assign or re-assign such members to a Division to assist him in the administration and operation of that Division.

7. CORE SERVICES

- 7.1 The Fire Department shall provide such Fire Protection Services and programs as approved by Council in accordance with Appendix “B”
- 7.2 Nothing in this By-law will restrict the *Fire Department* to providing only core services or limit the provision of *Fire Protection Services*.

8. RESPONSIBILITIES AND AUTHORITY OF FIRE CHIEF

- 8.1 The *Fire Chief* shall be the head of the *Fire Department* and is ultimately responsible to Council as set out in subsection 6 (3) of the *Fire Protection and Prevention Act* for the proper administration and operation of the Fire Department, including delivery of *Approved* services and programs.
- 8.2 The *Fire Chief* shall be a fully contributing member of the Corporation’s Senior Management Team reporting to the *Administrating Clerk Administrator* and will perform the duties of *Emergency Control Group* member as required.
- 8.3 The *Fire Chief* shall be authorized to make such general orders, policies, procedures, rules and regulations and to take such other measures as the *Fire Chief* may consider necessary for the proper administration and efficient operation of the *Fire Department* and the effective management of *Fire Protection Services* for the *Corporation* and for the prevention, control and extinguishment of fires, the protection of life and property and the management of emergencies and without restricting the generality of the foregoing;

- a) For the care and protection of all property belonging to the **Fire Department**;
 - b) For arranging for the provision and allotment of strategic staffing and proper facilities, apparatus, equipment, materials, services and supplies for the **Fire Department**;
 - c) For arranging and implementation of **Automatic Aid, Mutual Aid** and other negotiated fire protection and emergency service agreements within the Corporation's borders and/or within the municipal borders of adjoining municipalities;
 - d) For determining and establishing the qualifications and criteria for employment or appointment and the duties of all members and administrative support staff of the **Fire Department**;
 - e) For the conduct and the discipline of members of the **Fire Department**;
 - f) For preparing and upon approval by **Council**, implementing and maintaining a departmental fire service plan and program for the **Corporation**;
 - g) For assistance, as a contributing member of the **Emergency Management Committee**, in the preparation, implementation and maintenance of any emergency plans, organizations, services or measures established or to be established by the **Corporation**;
 - h) For reporting to the appropriate crown attorney or other prosecutor or law enforcement officer or other officer the facts upon the evidence in any case in which there is reason to believe that a fire has been the result of criminal intent or negligence or in which there is reason to believe an offence has been committed under the **FPPA**;
 - i) For keeping an accurate record, in convenient form for reference, of all fires, rescues and emergencies responded to by the **Fire Department** and reporting of same to the Office of the Fire Marshal and Emergency Management;
 - j) For keeping such other records as may be required by the **Corporation** and the **FPPA**;
 - k) For preparing and or presenting monthly reports of the **Fire Department**;
 - l) For preparing and or presenting the annual estimates of the **Fire Department** to **Council** and for exercising control over the budget approved by **Council** for the **Fire Department**, provided that such general orders, policies, procedures, rules, regulations and other measures do not conflict with the provisions of this By-law or any other By-law of the **Corporation**, including, without limitation, those requiring the prior approval of or notice to **Council** or the satisfaction of certain conditions, general or otherwise, specified by **Council** before such measures can be implemented, or with the provisions of the **FPPA**
- 8.4 The **Fire Chief** shall be responsible for the administration and enforcement of this By-law and all general orders, policies, procedures, rules and regulations made under this By-law and for the enforcement of any other By-laws of the Corporation respecting **Fire Protection Services**, and shall review periodically such By-laws, including this By-law, recommend to **Council** such amendments as the **Fire Chief** considers appropriate and, in the case of general orders, policies, procedures, rules, and regulations made under this By-law, revise or terminate any of them if the **Fire Chief** considers it appropriate.
- 8.5 The **Fire Chief** shall have all powers, rights, and duties assigned to a Fire Chief under the **FPPA** including, without limitation, the authority to enforce compliance with the **Fire Code**. Further, the **Fire Chief** shall be afforded the ability to take all proper measures for the prevention, control and extinguishment of fires and for the protection of life and property and shall be able to enforce all municipal by-laws respecting fire prevention.
- 8.6 The **Fire Chief** may liaise with any Association representing firefighters.

- 8.7 The **Fire Chief** may liaise with the Office of the Fire Marshal and Emergency Management and any other office or organization (local, regional, provincial or federal) as required by **Council** or as considered necessary or advisable by the **Fire Chief** for the proper administration and efficient operation of the **Fire Department** and the effective management of **Fire Protection Services** for the **Corporation**.
- 8.8 The **Fire Chief** is authorized to contribute to and assist in the formulation of **Automatic Aid** and emergency service agreements or response plans with other emergency response agencies and further, is authorized by **Council** to perform the duties of **Fire Coordinator** as required.
- 8.9 The **Fire Chief** may utilize such **Members** and administrative support staff of the **Fire Department** as the **Fire Chief** may determine, from time to time, to assist in the performance of his duties and/or perform the role as required of a **Chief Fire Official** or other designate in such a manner as to include, but not be limited to, the following;
- a) Provide administrative support and customer assistance for facilities and services provided by the **Fire Department**;
 - b) Prepare Divisional and overall Departmental budget(s) and exercise budgetary control;
 - c) Prepare the payroll data of the Department as required, to initiate requisitions and acquire materials and services and certify all accounts of the Department;
 - d) Maintain personnel records as required in conjunction with the direction of the Corporation's Corporate Services Department;
 - e) Arrange for the provision of new facilities, equipment, and apparatus;
 - f) Carry out the general administrative duties of the **Fire Department**;
 - g) Liaise with the local **firefighters associations**;
 - h) Liaise with other emergency response and safety agencies;
 - i) Liaise with other Departments within the Corporation and participate on committees or be involved in functions as required;
 - j) Provide emergency communications/dispatch, firefighting and emergency response duties and/or assist at emergency or life supporting incidents as required by the **Fire Chief** to prevent, control, and extinguish fires, and further prevent fire and life safety tragedy;
 - k) Conduct investigations of fires by **Fire Department** personnel in concert with Investigators of the Office of the Fire Marshal and Emergency Management and the Police or other allied agencies in order to determine cause, origin, and circumstances of a fire incident;
 - l) Perform specialized emergency and/or rescue response such as vehicle/auto/machinery extrication, land based static water/ice rescue, hazardous materials response (emergency decontamination), high/low angle rope and confined space rescue, render emergency patient care and other life saving measures as per **Fire Department** policies;
 - m) Conduct, facilitate and participate in training at fire stations or other approved sites and keep clear and concise records of said training to Provincial standards;
 - n) Research and/or develop new technologies and strategies to maintain safe operating efficiency and effectiveness in emergency or routine operations;
 - o) Prepare and conduct examinations of **Fire Department** staff members as required;
 - p) Conduct in-service fire prevention audits, visits, inspections and/or other pre-planning familiarization inspections of premises and occupancies on a complaint, request or proactive basis as required;
 - q) Enforce all legislation pertaining to fire prevention and the Ontario Fire Code and respond to all fire and life safety complaints and/or concerns as appropriate;
 - r) Provide fire and life safety education and distribution of educational materials as appropriate;

- s) Perform apparatus and equipment maintenance cleaning, checks, inspection and testing at stations or other as required;
- t) Co-ordinate and address joint health and other safety issues within the Fire Department itself;
- u) Ensure the Joint Health and Safety Committee performs, meets, and provides recommendations to Administration as required by legislation, and further that all staff conform and abide by safety practices to ensure a safe workplace;
- v) Assist in the preparation and implementation of Departmental emergency plans and contingencies in conjunction with the Corporation's Emergency Plan;
- w) Perform other duties as assigned and shall comply with all other requirements of the job description and abide by all orders, policies, procedures, rules and regulations as provided.

9. SUPERVISION – GENERAL DUTIES AND RESPONSIBILITIES

- 9.1 The **Deputy Fire Chief** shall be the second ranking officer of the **Fire Department** and shall be subject to and shall obey all orders of the **Fire Chief** and shall perform such duties as are assigned to him or her by the **Fire Chief** and shall act on behalf of the **Fire Chief** in case of absence or vacancy in the office of Fire Chief.
- 9.2 The members and administrative support of the **Fire Department** while on duty shall be under the direction and control of the **Fire Chief** or the next ranking officer present in any place.
- 9.3 When the **Fire Chief** designates a member to act in place of an **Officer** in the **Fire Department**, such member, when so acting, has all the powers and shall perform all the duties of the **Officer** replaced.
- 9.4 The **Fire Chief** and all other **Officers** of the **Fire Department** shall protect and guard all property entrusted to their care, all **Officers** and all **Members**, insofar as lies in their power, shall take proper measures to protect all **Members** of the **Fire Department** from accident, injury or death as a result of duty.
- 9.5 All matters pertaining to or affecting the **Fire Department** proposed or contemplated by staff members must be submitted to the **Fire Chief** before any action is taken, and staff members are strictly forbidden to take any part in any proposition contemplating any effect, directly or indirectly, upon the **Fire Department** or its operation, except after consultation with the **Fire Chief**.
- 9.6 Every member and administrative support staff person shall conduct themselves in accordance with the general orders, policies, procedures, rules and regulations made by the **Fire Chief** and shall give their whole and undivided attention while on duty to the efficient operation of the **Fire Department** and shall perform the duties assigned to them to the best of their ability in accordance with the **FPPA** and any collective agreement or other written agreement that may be applicable.
- 9.7 The **Fire Chief** may reprimand, suspend or terminate any **Member** of the **Fire Department** for insubordination, inefficiency, misconduct, tardiness, or for non-compliance with any of the provisions of this By-law, departmental policies or procedures, guidelines or the general orders and departmental rules that, in the opinion of the **Fire Chief**, would be detrimental to the discipline and efficiency of the **Fire Department**. The **Fire Chief** shall submit a report to the **Administering Clerk Administrator** regarding the reprimand or suspension handed out to the staff member. Any such disciplinary action shall be in accordance with the Disciplinary Procedures.

10. PROPERTY

- 10.1 No person shall supply any apparatus, equipment or other property of the *Fire Department* for any personal or private use without the express permission of the *Fire Chief*.
- 10.2 No person shall willfully damage or render ineffective or inoperative any apparatus, equipment or other property belonging to or used by the *Fire Department* or any emergency vehicle of a public safety agency engaged by the *Fire Department* to attend to a fire or emergency incident within the municipality.

11. FIRE SUPPRESSION

- 11.1 The *Fire Department* may suppress any fire or other hazardous condition by extinguishing it or by other reasonable action and, for this purpose, may enter private property, if necessary, to do so.
- 11.2 The *Fire Department* may pull down or demolish any building or structure when considered necessary to prevent the spread of fire and for the time after it has been extinguished to render the location and vicinity safe from fire or other hazards.
- 11.3 The *Fire Department* may request other appropriate persons or agencies present at a fire to assist in extinguishing fires, pulling down or demolishing buildings or structures to prevent the spread of fire, initiate crowd and traffic control or suppression of fires or other hazardous conditions in other reasonable ways.

12. REFUSAL TO LEAVE

- 12.1 No person present at a fire or other emergency scene shall refuse to leave the vicinity or enter the vicinity when directed to do so by the *Fire Department* or the Ontario Provincial Police.

13. CONDUCT AT FIRES AND EMERGENCIES

- 13.1 During a fire or emergency incident and for the time after it has been extinguished and is required to remove the apparatus and equipment of the *Fire Department* and render the location and vicinity safe from fire or other hazards, no person, either on foot or with a vehicle of any kind shall enter or remain upon or within;
- a) The portion of any street or lane upon which the site of the fire or emergency scene that abuts or upon any street or lane for a distance of fifteen (15) metres on each side of the property damaged by fire or;
 - b) Any additional street or lane or part of a street or any additional limits in the vicinity of the fire or emergency as may be prescribed by the *Fire Chief* or the next ranking officer present at the fire or emergency incident.
 - c) The provisions of section 13.1(a) shall not apply to a resident of any street or lane or within any prescribed additional limit or to any person so authorized to enter or remain by an officer of the *Fire Department*.

14. RECOVERY OF COSTS – ADDITIONAL EXPENSES

- 14.1 The *Fire Chief* may require occupancy *Owners*, corporations or persons within or outside the municipality to pay costs or fees for fire and emergency response or other administrative services provided to them. Invoicing for response services or recovery of fees will be conducted in accordance with the *Fire Departments User Fees and Rates Appendix* of this By-Law as amended.

- 14.2 If as a result of a **Fire Department** response to a fire or emergency incident, the **Fire Chief** or his designate determines that it is necessary to incur additional expenses, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the “Additional Service”) in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate an emergency, carry out or prevent damage to equipment owned by or contracted to the Corporation, assist in or otherwise conduct fire cause investigation or determination or otherwise carry out the duties and functions of the **Fire Department** and/or to generally make “safe” an incident or property, the owner of the property requiring or causing the need for the Additional Service or expense shall be charged the full costs to provide the Additional Service including all applicable taxes. Property shall mean personal and real property.
- 14.3 Fire Response Fees/Recovery of Costs-**Indemnification Technology**®
Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils. Current User Fees and Rates Appendix of this By-Law as amended for each and every call.

15. EMERGENCY RESPONSES OUTSIDE LIMITS OF THE MUNICIPALITY

- 15.1 The **Fire Department** shall not respond to a call with respect to a fire or an emergency incident outside the limits of the municipalities except with respect to a fire or an emergency;
- a) that in the opinion of the **Fire Chief** threatens property in the municipality or property situated outside the municipality that is owned or occupied by the municipality;
 - b) in a municipality with which an agreement has been entered into to provide fire protection services, which may include automatic aid;
 - c) on property with respect to which an approved agreement has been entered into with any person or corporation to provide fire protection therefore;
 - d) at the discretion of the Fire Chief or designate, to a municipality authorized to participate in any county, district or regional mutual aid plan established by a fire coordinator appointed by the Fire Marshal or any other similar reciprocal plan or program;
 - e) at the discretion of the **Fire Chief** to assist other municipal or provincial resources as required where a formal agreement may or may not be established.
 - f) on those highways that are under the jurisdiction of the Ministry of Transportation or other agency within the District, where the District has a rescue system, or;
 - g) on property beyond the municipal boundary where the **Fire Chief** or his designate determines that immediate action is necessary to preserve and protect life and the correct department is notified (where applicable) to respond and/or assumes command or establishes alternative measures.
 - h) response due to a request for special assistance as required through a declaration of a provincial or federal emergency and such request has been approved by the **Fire Chief**.

16. INTERFERENCE

- 16.1 No person shall impede or interfere with or hinder the **Fire Department** in the performance of its duties.

17. FIRE ALARM

- 17.1 No person shall prevent, obstruct, or interfere in any manner whatsoever with the communication of a fire alarm to the *Fire Department* or with the *Fire Department* responding to a fire alarm that has been activated.

18. CONFLICT

- 18.1 Where this By-law may conflict with any other By-law of the Corporation, this Bylaw shall supersede and prevail over that other By-law to the extent of the conflict.

19. SHORT TITLE

- 19.1 This By-law shall be known as the **ESTABLISH AND REGULATING THE FIRE DEPARTMENT**

20. PENALTY

- 20.1 Any person who violates any provisions of this By-law is, upon conviction, guilty of an offence and shall be liable to a fine, subject to the provisions of the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

21. REPEAL OF BY-LAWS

- 21.1 By-law No. 12-2015 is hereby repealed.

22. Force and EFFECT

- 22.1 This By-law shall come into force and effect on the day it is passed and shall be reviewed during each term of council.

READ a 1st, 2nd and 3rd TIME and FINALLY PASSED this 10th day of June 2019.

Mayor Jim Coleman

Clerk Administrator Susan L Arnold

APPENDIX “A” TO BY-LAW NO.

Mission of the Fire Department

The Primary mission of the South River Machar Fire Department is to provide a range of programs to protect the lives and property of the inhabitants of the Village of South River and the Township of Machar from the adverse effects of fires, sudden medical emergencies or exposures to dangerous conditions caused by man or nature.

Vision of the South River Machar Fire Department

The vision of the South River Machar Fire Department is to be a well planned, well trained and a well-equipped emergency response agency where the safety and wellbeing of all involved in any emergency response is paramount.

Primary Objectives of the South River Machar Fire Department

In order to meet the objectives of the fire department, necessary funding must be in place.

The primary Objectives of the Fire Department is to;

- Identify and review annually the fire service requirements of the municipalities.
- Provide appropriate public fire and life safety education and other fire prevention programs and measures as legislated by the FPPA,
- Provide exceptional training to its members through well planned programs followed by appropriate testing and documentation,
- Provide effective, timely and adequately staffed emergency response and assistance as appropriate to the needs and circumstances of the municipality and as required by the FPPA and other applicable legislation,
- Provide an administrative process consistent with the needs of the fire department.
- Provide a maintenance program to ensure that all firefighting apparatus and equipment is maintained and ready to be deployed for emergency responses.
- Develop a good working relationship with all federal, provincial and municipal departments, utilities and agencies, related to the protection of life and property.
- Interact with other municipal departments respecting the aspects of fire on any given property.

APPENDIX “B” TO BY-LAW NO. 18-2019

CORE SERVICES FIRE SUPPRESSION AND EMERGENCY RESPONSE

1. Structural firefighting, for the purpose of this Schedule, “Structural Firefighting” shall have the same meaning as Structural Firefighting as defined by NFPA 720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments.
 - (a) Interior Search and Rescue – Shall be provided when possible and as appropriate in accordance with the following:
 - Service shall be provided to search for and rescue endangered, trapped or potentially trapped persons within the structure.
 - Service shall be provided only when, in the opinion of the Fire Chief or most senior Officer in charge, all of the following are true:
 - i. A scene risk assessment has been completed, and the level of risk reasonably justifies entry into the structure;
 - ii. Building integrity permits entry into the structure;
 - iii. Sufficient Trained Firefighter staffing is deployed at the fireground;
 - iv. Reliable water supply with adequate flow can be sustained;
 - v. Adequate fireground supervision and support is provided.
 - (b) Interior Fire Suppression (Offensive Operations) – Shall be provided when possible and as appropriate in accordance with the following:
 - Service shall be provided to contain the fire and prevent further loss of property.
 - Service shall be provided only when, in the opinion of the Fire Chief or most senior Officer in charge, all of the following are true:
 - i. A scene risk assessment has been completed, and level of risk reasonably justifies Firefighter entry into the structure;
 - ii. Building integrity permits entry into the structure;
 - iii. Sufficient Trained Firefighter staffing is deployed at the fireground;
 - iv. Reliable water supply with adequate flow can be sustained;
 - v. Adequate fireground supervision and support is provided
 - (c) Exterior Fire Suppression (Defensive Operations) – Shall be provided when possible and as appropriate, in the opinion of the Fire Chief or most senior Officer in charge, in accordance with the following:

- There shall be no expected rescue component with this service.
 - Service shall be provided to prevent fire spread to adjacent areas.
 - Service shall be provided when Interior Fire Suppression is not possible or appropriate.
 - Service shall be provided as water supply permits.
- (d) Rural firefighting operations using tanker shuttle service shall be provided in areas without municipal water supply and best efforts shall be exercised to conform to NFPA 1142, *Standard on Water Supplies for Suburban and Rural Fire Fighting*.
- The Fire Department shall maintain Superior Tanker Shuttle Service accreditation by Fire Underwriters Survey or other recognized accreditation body.
2. In consideration of the reliance by the Fire Department on the response of Volunteer Firefighters, whose deployment to emergencies in sufficient numbers cannot in all instances be guaranteed, adverse climate conditions, delays or unavailability of specialized equipment required by the Fire Department, or other extraordinary circumstances which may impede the delivery of Fire Protection Services, any Approved service set out in Appendix "B" may from time to time be provided as a Limited Service as defined in this by-law, as determined by the Fire Chief, his or her designate, or the highest ranking Officer in charge of a response.
 3. Suppressing outdoor fires including forest fires, grass fires located within the ***Municipal Protection Area*** and assisting ***MNRF*** as required in suppressing outdoor fires in ***Crown Protection Area***
 4. Emergency responses to water access properties including islands and to those properties accessed via private roads, private lanes or private driveways subject to the following limitations.
 - a) Emergency Response to water access properties will be limited to safe travel and environmental conditions. If in the opinion of the ***Fire Chief*** or his/her designate unsafe environmental conditions exists no services shall be provided. With the exception of the Remote Rescue Vehicle, Fire Department vehicles shall not enter onto frozen bodies of water (ie. lakes, rivers, streams) at any time.
 - b) Emergency response to properties accessed via private roads, private lanes or private driveways may be limited by the condition of such road, land or driveway including:
 - (i) the ability or such road, lane or driveway to support and accommodate fire department equipment, vehicles and apparatus; and
 - (ii) the failure of the owner of the lands upon which the road, lane or driveway is located or the user of such road, land or driveway to maintain such road, lane or driveway in a condition that is passable by fire department equipment, vehicles and apparatus.
 5. Fire suppression services may be delivered in both an offensive and defensive mode and may include search and rescue operations, forcible entry, ventilation, protecting exposures salvage and overhaul as appropriate.
 6. Emergency pre-hospital care responses and medical acts or other first aid/CPR services shall be maintained as per local Medical Directives and instituted as per the latest Emergency Services Agreement (nee tiered response agreement) and appropriate to the needs of the municipality as recommended by the Fire Chief and as agreed.

7. **Specialty Rescue** services shall include performing automobile and/or equipment extrication using hand tools, air bags, and heavy hydraulic tools as required, ice water rescue (static water), low angle rope, remote rescue and hazardous materials response (operations level), in accordance with available resources.

Other specialized rescues (such as HUSAR, trench rescue, technical level hazardous materials response technician level, confined space etc.) **shall not be provided** by the South River Machar Fire Department. Notwithstanding, the South River Machar Fire Department may contract other agencies to provide this service in an emergency incident and will provide command and assistance as appropriate to the level of skills and training afforded at the awareness level or its current capability.

8. The International Fire Service Training Association “Essentials of Firefighting”, NFPA standards and other related industry training standards and reference materials may be used as reference guides for the South River Machar Fire Department training as approved by the Fire Chief. All training will comply with the Occupational Health and Safety Act, NFPA and applicable provincial legislation.

FIRE PREVENTION

1. Inspections arising from complaint, request, or self- initiated and fire investigations and inspections shall be provided in accordance with the **FPPA** and policies of the **Fire Department**.
2. The NFPA standards and the Municipal Affairs and Housing Act. shall be used as a reference guide for fire prevention training.

FIRE AND LIFE SAFETY EDUCATION

1. Distribution of fire and life safety information and public education programs shall be administered in accordance with the **FPPA** and policies of the **Fire Department**.
2. A residential home fire safety and smoke alarm awareness program shall be ongoing.
3. Smoke alarms for residential occupancies shall be provided to those in need.
4. Fire and life safety communiqués shall be distributed using media tools and other outlets as appropriate.

EMERGENCY DISPATCHING AND COMMUNICATIONS

1. The NFPA standard shall be used as a reference guide for emergency dispatching and communications.
2. The Communications system will provide emergency call taking (as well as “after hour” call taking) and dispatching of emergency vehicles as appropriate. This service may be provided to other municipalities in the event of mutual aid assistance or by established agreements. This service may be contracted out as required at the discretion and direction of the **fire chief**.

<h1 style="margin: 0;">South River Machar Fire Department</h1> <h2 style="margin: 0;">Cost Recovery</h2>
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Equipment and Staffing	
Equipment	Cost
Apparatus	480 dollars per hour per unit, 1 hour minimum, billed in ½ hour increments
Generator	50 dollars per hour, billed in ½ hour increments
Portable Pumps	50 dollars per hour, billed in ½ hour increments
Air bottle refilling	10 dollars per bottle
Firefighter	30 dollars per firefighter, 1 hour minimum, billed in ½ hour increments

Consumables	
Item	Cost
Class A Foam	220 dollars per pail
AFFF Foam	250 dollars per pail
Absorbent	30 dollars per bag
Leak Stop Materials	300 dollars per leak minimum
Haz-Mat Suits	300 dollars per suit

Administration Costs	
Expense	Cost
Third Party Inspection	40 dollars per Inspection
Liquor License Inspection	100 dollars per Inspection
Special Events Inspection	100 dollars per Inspection
File Search	100 dollars per search
Fire Report	100 dollars per report
Communications Fee	200 dollars per incident

Equipment Damaged
<p>All equipment that is owned or contracted by the fire department that is damaged while the fire department is performing its duties in accordance with By-law No. will be billed at the exact replacement or repaired cost including all applicable taxes.</p>

Equipment and Services Contracted
<p>All equipment and services contracted by the Fire Department in accordance with By-law No. will be billed at the actual cost including all applicable taxes.</p>