**THE CORPORATION OF THE TOWNSHIP OF MACHAR**

**BY-LAW NO. \_\_\_\_\_\_\_\_\_**

BEING A BY-LAW TO ESTABLISH AND REGULATE THE FIRE DEPARTMENT,

AND TO REPEAL BY-LAW NO. 6-96,

**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 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 TOWNSHIP OF MACHAR ENACTS AS FOLLOWS:

**1. DEFINITIONS**

1. In this By-law:

(a) “***Approved****”* means approved by Council.

(b) *“****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

(c) *“****Clerk Administrator****”* means the Clerk Administrator for the Township of Machar

*(d)* “***Chief Fire Official*”** shall mean the Assistant to the Fire Marshal who is

the ***Fire Chief*** or a member or members of the ***Fire Department*** appointed by the ***Fire Chief*** under the ***FPPA*** or a person appointed by the Fire Marshal under the ***FPPA***;

(e) *“****Confined Space****”* means any space that has limited or restricted means

for entry or exit (i.e. tanks, vessels, silos, storage bins, hoppers, vaults,

trenches, excavations and pits) and that is not designed for human

occupancy;

(f) *“****Corporation****”* means the Corporation of the Village of South River and the Corporation of the Township of Machar;

(g) *“****Council****”* means the Council of the Corporation of the Village of South River and the Council of the Corporation of the Township of Machar;

(h) *“****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***;

(i) *“****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.

(j) *“****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.

(k) *“****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***;

(l) *“****Fire Committee****”* means the South River Machar Fire Committee, formed by council representatives from the Village of South River and the Township of Machar

(m) *“****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;

(n) *“****Fire Department****”* means the South River Machar Fire Department

(o) *“****Firefighter’s Association****”* means the South River Machar Firefighters Association

(p) *“****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;

(q) *“****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.

(r) *“****Fire Protection Services****”* means a range of programs and services, as provided by the South River Machar Fire Department, which is designed to protect the lives and property of the inhabitants and public at-large within the fire department response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by individuals or nature, and includes but is not limited to, fire prevention

and public education, rescue and suppression services;

(s) **“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.

(t) “***Limited Services****”* means a variation of services significantly differentiating from the norm as a result of extenuating circumstances, such as environmental factors, obstructions, remote and/ or island properties, private road ways, lanes, and drives

(u) “***Member****”* means any defined Firefighter or Officer as per the ***FPPA***

and/or any person employed in or appointed to the ***Fire Department*** and

assigned to undertake ***Fire Protection Services***;

(v) “***Mutual Aid****”* means a program to provide/receive assistance in the case

of a major emergency in a municipality, community or area where

resources in a municipality, community or area have been depleted, but

does not include ***Automatic Aid***.

(w) *“****Officer****”* means any member with the rank of Captain or higher.

(x) *“****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;

(y) *“****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 (awareness level) 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**,

**4 Captains**, **1 Safety Officer**, **18 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 ***Fire Committee*** and is subject to the approved hiring policies of the ***Fire Department*** incompliance with **Section 4.4** of this by-law.

1. “Qualified” person shall be:
2. at least 18 years of age
3. of good character
4. 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 **Fire *Committee*** incompliance with **Section 4.4** of this by-law.

4.4 All recommendations for appointments, promotions, demotions, suspensions and terminations will be reported to the ***Fire Committee*** 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 ***Fire 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 ***Fire 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 the ***FPPA*** and 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 ***Fire Committee*** in accordance with policies and programs established and approved by ***Council***.

**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***, with prior approval of the ***Fire* *Committee***, 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 core services of the ***Fire* *Department*** shall be those contained in

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***, through the ***Fire Committee***, for proper administration and operation of the ***Fire Department*** including the delivery of ***Fire Protection***

***Services***.

8.2 The ***Fire Chief*** shall be a fully contributing member of the Corporation’s

Senior Management Team reporting to the ***Fire Committee*** 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;

j) For keeping such other records as may be required by ***Fire Committee***, the

***Corporation*** and the ***FPPA***;

k) For preparing and presenting monthly reports of the ***Fire Department***

to the ***Fire Committee***;

l) For preparing and presenting the annual estimates of the ***Fire***

***Department*** to the ***Fire Committee*** and ***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

***mutual aid,*** ***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 Regional 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 between

other departments within the Corporation and the ***Fire Department***, and

within the 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) Prepare quarterly, statistical data or other analysis reports as required;

w) Assist in the preparation and implementation of Departmental

emergency plans and contingencies in conjunction with the

Corporation’s Emergency Plan;

x) 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 Department shall protect and

guard all property entrusted to their care and the Chief, 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 ***Fire Committee*** 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 our 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.

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 immediate vicinity when required to do so by the ***Fire Department*** or the Ontario Provincial Police.

**13. CONDUCT AT FIRES**

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, 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 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 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*** or

by a OPP police officer.

**14. RECOVERY OF COSTS – ADDITIONAL EXPENSES**

14.1 The ***Fire Chief*** may require occupancy owners 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.

14.3Fire 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 MTO Rate and Personnel/Hour plus any additional cost to the Fire Department or the Municipal Corporation 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,

c) on property with respect to which an agreement has been entered into

with any person or corporation to provide fire protection therefore;

d) at the discretion of the ***Fire Chief*** to a municipality authorized to

participate in the Region ***Mutual Aid*** plan established by a fire

coordinator appointed by the Ontario Fire Marshal, emergency fire

service plan and program or any other organized plan or program on a

reciprocal basis;

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 where applicable the correct department is notified

to respond and/or assumes command or establishes alternative

measures acceptable to the ***Fire Chief*** or designate;

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***, the ***Clerk Administrator*** and the Head of ***Council***.

**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 Fire Department Establishing and

Regulating By-law.

**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. 6-96 is hereby repealed.

**22. EFFECT**

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

**READ a 1st, 2nd and 3rd TIME and FINALLY PASSED** this 13th day of April 2015.

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Mayor Lynda Carleton

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Clerk Administrator Brenda Paul, AMCT

**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. \_\_\_\_\_\_\_\_\_**

**CORE SERVICES**

**FIRE SUPPRESSION AND EMERGENCY RESPONSE**

**1.** Structural firefighting including internal rescue & fire attack in

accordance with the fire department’s level of training, standard

operating guidelines, Occupational Health and Safety Guidelines and

the number and type of personnel and equipment available to the

department and on each specific emergency response**.**

**2.** Emergency response to properties may be limited to safe travel and environmental conditions. Response times during acceptable safe conditions may vary**.**

**3.** 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.

1. 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.

**4**. 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.

**5.** Emergency pre-hospital care responses and medical acts or other first aid/CPR

services shall be maintained as per local protocol as appropriate 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.

**6.** Special technical and/or rescue response 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, etc.) shall not be provided by the South River Machar Fire Department beyond the basic awareness level. Notwithstanding, the South River Machar Fire Department may contract other agencies to provide this service in an emergency incident and will provide assistance as appropriate to the level of skills and training afforded at the awareness level or its current capability.

**7.** 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 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 Ministry of Municipal Affairs Standards 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.

**APPENDIX “C” TO BY-LAW NO. 12-2015, as amended November 23, 2015**

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| **South River Machar Fire Department**  **Cost Recovery** |

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| **Equipment and Staffing** | |
| **Equipment** | **Cost** |
| Apparatus | 450 dollars per hour per unit, billed in ½ hour increments and will, in the future, follow notification from MTO of remuneration rate increases. |
| Generator | 50 dollars per hour, billed in ½ hour increments |
| Portable Pumps | 50 dollars per hour, billed in ½ hour increments |
| Hall Rental | 100 dollars per day, billed in 4 hour increments |
| Air bottle refilling | 5 dollars per bottle |
| Firefighter | 25 dollars per firefighter, billed in ½ hour increments |

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| **Consumables** | |
| **Item** | **Cost** |
| Class A Foam | 200 dollars per pail |
| AFFF Foam | 250 dollars per pail |
| Absorbent | 20 dollars per bag |
| Leak Stop Materials | 100 dollars per leak minimum |

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| --- | --- |
| **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 | 100 dollars per incident |

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| **Equipment Damaged** |
| 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. |

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| **Equipment and Services Contracted** |
| 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. |