



Emergency Services Report

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Report To:	General Government Committee		
Date of Meeting:	March 27, 2017		
Report Number:	ESD-002-17	Resolution:	GG-157-17 C-087-17 C-088-17 GG-237-17 C-122-17
File Number:		By-law Number:	2017-033
Report Subject:	Emergency and Fire Services - Governing By-Law Update, Automatic Aid Agreement Update		

Recommendations:

1. That Report ESD-002-17 be received;
2. That the updated Emergency and Fire Services Governing By-law (Attachment 1 to Report ESD-002-17) be forwarded to Council for approval;
3. That the Mayor and Clerk be authorized to execute the Automatic Aid Agreement with Port Hope, Attachment 2 to Report ESD-002-17; and
4. That By-law 2010-077 and By-law 2001-172 be repealed.

Report Overview

To update the Emergency and Fire Services Governing By-law and Automatic Aid Agreement.

1. Background

In 2010, the Emergency and Fire Services Governing By-law was updated through Report ESD-008-10 and By-law 2010-077 was passed. In reviewing the current By-law 2010-007 recently, staff believe a further update is required.

As well, in 2001, the Emergency and Fire Services Automatic Aid Agreement – 401 East with Port Hope, By-law 2001-172 was passed. The Agreement has been reviewed and a few minor adjustments are required.

2. Proposal

It is proposed that the Emergency and Fire Services Governing By-law (Attachment 1) be updated as follows:

- Additions to Part 1 Definitions:
 - Clarington Emergency and Fire Services
 - Hazardous Materials Awareness Level
 - Hazardous Materials Operations Level
 - Rope Rescue Level I
 - Water and Ice Rescue Level II.
- Updates to Appendix “A” Core Services, Section 1 Fire Suppression and Emergency Response:
 - 1.4 of Section 1 has been revised to exclude Confined Space from the list of highly technical and specialized rescue services
 - 1.6 of Section 1 industry training standards has been revised to NFPA 1001 Standard for Firefighter Professional Standards, and International Association of Fire Chiefs/National Fire Protection Association “Fundamentals of Fire Fighter Skills”.

It is proposed that the Automatic Aid Agreement (Attachment 2) be updated as follows:

- 4.1 and 4.2 of the Agreement has been revised to identify that in the event of a fire in the assisting Municipality necessitating their return, the said equipment shall be returned forthwith, and the Corporation of the assisting Municipality shall incur no liability whatsoever.

3. Concurrence

This report has been reviewed by the Municipal Solicitor who concurs with the recommendations.

4. Recommendation

It is respectfully recommended that the proposed updates to the Emergency and Fire Services Governing By-law outlined in Attachment 1 and the proposed update to the Emergency and Fire Services Automatic Aid Agreement outlined in Attachment 2 to this Report be approved.

5. Strategic Plan Application

Not applicable.

Submitted by:


Gord Weir,

Director of Emergency and Fire Services

Reviewed by:



Curry Clifford, MPA, CMO
Interim CAO

Staff Contact: Gord Weir, Director of Emergency and Fire Services, 905-623-5126 ext. 2802
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Attachments:

Attachment 1 - Updated Emergency and Fire Services Governing By-law

Attachment 2 – Updated Automatic Aid Agreement

There are no interested parties to be notified of Council's decision.

The Corporation of the Municipality of Clarington

By-Law 2017-XXX

Being a By-law Governing the Emergency and Fire Services, and the Provision of Mutual Aid and Automatic Response, and to Repeal By-law 2010-077.

Whereas the *Fire Protection and Prevention Act 1997*, S.O. 1997, c. 4, as amended, (FPPA) 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;

Whereas the FPPA permits a municipality, in discharging these responsibilities, to establish a Fire Department;

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 Fire Department to provide fire suppression services and permits the Fire Department to provide Prevention and other Fire Protection Services in the municipality.

Whereas the Council of the Municipality of Clarington deems it necessary to update the provisions in the existing By-law 2010-077;

Now Therefore the Council of the Corporation of the Municipality of Clarington enacts as follows:

Part 1
Definitions

- 1.1 In this by-law, unless the context otherwise requires,
- a) “approved” means approved by Council;
 - b) “Automatic Aid” means a municipality agrees where possible to the provision of an initial or 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 responding more quickly than any fire department situated in the other municipality with services invoiced as or if appropriate;
 - c) “CAO” means the Chief Administrative Officer appointed by Council to act as Chief Administrative Officer for the Corporation;

- d) “CEFS” means Clarington Emergency and Fire Services;
- e) “Chief” means the person appointed by the Council or designate to act as Fire Chief for the Corporation and is ultimately responsible to Council as defined in the FPPA;
- f) “confined space” means a fully or partially enclosed space in accordance with Health and Safety regulations;
- g) “Corporation” means The Corporation of the Municipality of Clarington;
- h) “Council” means the Council of the Corporation;
- i) “Deputy Fire Chief(s)” means the person(s) with that title who may act on behalf of the Fire Chief in the case of any absence of the Fire Chief or a vacancy in the office of the Fire Chief. (If the title changes the responsibility will reside with the person taking on the duties);
- j) “Division” means a Division of the Fire Department;
- k) “emergency” defined to include an unforeseen event that involves imminent danger to the life, health and safety of any person and includes medical assistance or non-fire emergency such as a storm, flood or another Act of God;
- l) “Emergency Response Plan” means an emergency plan formulated under the prevailing *Emergency Management and Civil Protection Act* or any other related Act which specifies procedures to be taken for the safety or evacuation of persons in an emergency area, provide for obtaining and distributing materials, equipment and supplies during an emergency and provide for such other matters as are considered necessary or advisable for the implementation of the emergency plan during an emergency;
- m) “Fire Department” means the Municipality of Clarington Emergency & Fire Services;
- n) “firefighter” means a fire chief and any other person employed in, or appointed to, a fire department and assigned to undertake fire protection services, and includes a volunteer firefighter;
- o) “FPPA” means the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c 4, as may be amended from time to time, or any successor legislation, and any regulation made thereunder;
- p) “Fire Protection Services” includes fire suppression, fire prevention, fire safety education, communications, training of persons involved in the

provision of Fire Protection Services, rescue and emergency services and the delivery of all those services;

- q) “Hazardous Materials Awareness Level” means the responder shall be that person who responds to hazardous material incidents for the purpose of recognizing the presence of the hazardous material, calling for trained personnel, and securing the area;
- r) “Hazardous Materials Operations Level” means the responder shall be that person who responds to hazardous material incidents for the purpose of protecting nearby persons, the environment, or property from the effects of the release. Operations level responders use personal protective equipment, perform product control, and perform victim rescue;
- s) “high angle” means an environment in which the load is predominately supported by a rope rescue system;
- t) “HUSAR” means Heavy Urban Search and Rescue;
- u) “Member” means any person employed in or appointed to the Fire Department and assigned to undertake Fire Protection Services;
- v) “Mutual Aid” means where the Council has made an agreement or plan with another municipality or Region, or at the discretion of the Chief as provided for herein, for the provision of any personnel, service, equipment or material during an emergency;
- w) “Rope Rescue Level 1” means the responder shall be that person who responds to rope rescue incidents and completes an assignment while being lowered from a rope rescue system in a high-angle environment, given a rope rescue system, life safety harnesses, so that risks to the victims and rescuers are minimized;
- x) “tiered response” means the process of dispatching police, fire and ambulance to what is determined to be a life threatening situation. Tiered response endeavors to send the closest appropriate emergency response agency, based on time, to render assistance at the scene of an emergency incident until the primary response agency can arrive; and
- y) “volunteer firefighter” means a firefighter who provides fire protection services either voluntarily or for a nominal consideration, honorarium, training or activity allowance.

- z) “Water and Ice Rescue Level II” means the responder shall be that person who responds to situations with water rescue personal protective equipment, vessels, swim/rescue aids as required, so that the specified objective is reached, all performance parameters are achieved, movement is controlled, hazards are assessed, distress signals are communicated, and rapid intervention for the rescuer has been staged for deployment.

**Part 2
Establishment**

- 2.1 The Fire Department was established by By-law #84-68 and 94-172 which was repealed in By-law # 2007-134 for the purpose of updating references to reflect current terminology and practice. Despite repeal of past By-laws, the Fire Department will continue with services and organization as has been and as may be amended and approved by Council from time to time.
- 2.2 The Fire Department is continued under this By-law to provide Fire Protection Services and any other service as approved by Council for the Corporation and shall be known as the Clarington Emergency & Fire Services. (Department name may be amended by Council from time to time).

**Part 3
Core Services**

- 3.1 For the purposes of this By-law core services provided by the Fire Department will be as per Appendix “A” forming part of this By-law.
- 3.2 Nothing in this By-law will restrict the Fire Department to providing only core services or limit the provisions of Fire Protection services, as set out/covered under appointing by-law, as approved by Council.

**Part 4
Property/Apparatus Use**

- 4.1 No person shall supply any apparatus, equipment, or other property of the Fire Department for any personal or private use.
- 4.2 No person shall willfully damage or render ineffective or inoperative any apparatus, equipment or other property belonging to or used by the Fire Department.

**Part 5
Fire Suppression**

- 5.1 The Fire Department may suppress any fire or suspected other hazardous condition by extinguishing it or by other reasonable action and, for this purpose, may enter private property, if necessary or deemed necessary to do so.
- 5.2 The Fire Department may pull down or demolish any building or structure, with the assistance of the municipal or other equipment and services available; when considered necessary to prevent the spread of fire, or other hazardous situation.

**Part 5
Mutual and Automatic Aid Response Outside the Limits of the Municipality
(Automatic and Mutual Aid Agreements)**

A) Aid to the Municipality of Clarington (requested by the Municipality)

- 6.1 The Fire Department may request other municipalities to provide mutual aid and other qualified persons to assist in,
- a) extinguishing fires;
 - b) pulling down or demolishing any structure;
 - c) crowd and traffic control;
 - d) suppression of fires or other hazardous conditions in other reasonable ways; or
 - e) determining the origin, cause or circumstances of any fire or explosion, if it is deemed necessary to retain a private contractor, rent/lease heavy equipment or specialized equipment, specialized services, and associated persons then those costs may be billed to the property owner and collected by the Municipality by means as determined in this by-law.

B) By the Municipality of Clarington to others (response outside the limits)

- 6.2 The Fire Department shall respond where possible, to a call with respect to a fire or emergency outside the territorial limits of the Corporation with respect to a fire or emergency including non-fire emergencies under the following conditions:
- a) In the opinion of the Fire Chief or designate of the Fire Department, conditions threaten property outside the territorial limits of the Corporation that is owned or occupied by the Corporation;

- b) In a municipality with which an approved automatic aid or mutual aid agreement has been entered into to provide Fire Protection Service or other emergency assistance, including Oshawa and Port Hope prevailing By-laws as established;
- c) At the discretion of the Fire Chief, to a municipality participating in any regional or Municipal mutual aid plan established by a Fire Co-ordinator appointed by the Fire Marshal or any similar reciprocal plan or program, or as determined necessary by the Fire Chief;
- d) As directed by the Province under *Emergency Management Act* and *Civil Protection Act* or any other prevailing government directive, or legislation as determined appropriate by the Fire Chief;
- e) Coverage/ability when asked to respond and when requesting response from Municipalities with no formal program or plan is at the discretion of the Fire Chief, or designate;
- f) The Fire Department is not required to respond to requests by private companies; non government; or incorrect assigned calls;
- g) On property beyond the territorial limits of the Corporation where the Fire Chief or designate determines immediate action is necessary to preserve life or property and the appropriate fire department is notified to respond and assume command or establish alternative measures, acceptable to the Fire Chief or designate, provided it does not compromise our own Municipal level of service or commitments with the right to withdraw at any time to service home Municipality's needs; and
- h) Any other existing response agreements will continue to operate on Automatic and Mutual Aid response. Agreements may be amended and approved by Council from time to time.

Part 6

Mutual Aid or Automatic Aid or Other Related Expenses

- 7.1 If as a result of Fire and Emergency Services (i) response to an emergency including a motor vehicle incident, (ii) under a Mutual or Automatic Aid agreement or (iii) carrying out any of its duties or functions the Fire Chief or Deputy Fire Chief 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 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 the Corporation or otherwise carry out the duties and functions of Fire

and Emergency Services, the owner of the property requiring or causing the need for any additional service shall be charged, if appropriate, the costs to provide the additional service including all applicable taxes. Property shall mean personal and real property.

- 7.2 Cost recovery under Automatic and Mutual Aid response agreement will be as per the Province's direction unless otherwise specified. To the extent reasonably possible materials/supplies will be replaced or cost recovered excluding cost of manpower and excluding something out of the ordinary unless determined appropriate to recover. The cost recovery provision should be incorporated into Automatic and Mutual Aid agreements, where possible.

Part 7 Interference

- 8.1 No person shall impede or interfere with or hinder the Fire Department in the performance of its duties.
- 8.2 No person present at a fire shall refuse to leave the immediate vicinity when required to do so by the Fire Department.
- 8.3 During a fire and for the time after it has been extinguished that 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 lane 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.
- 8.4 The provisions of section 8.3 shall not apply to a resident of any street or lane or within any prescribed additional limit or any person so authorized to enter or remain by an officer of the Fire Department or by a police officer.
- 8.5 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.

**Part 8
Offences**

- 9.1 Every person who contravenes any provisions of this By-law is guilty of an offence and on conviction is liable to the penalty established by the *Provincial Offences Act*, or any other prevailing by-law or legislation, as may be amended or replaced from time to time, inclusive of costs.

**Part 8
Conflict**

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

**Part 9
Severability**

- 11.1 If any section or part of this By-law is found to be illegal or beyond the power of the Corporation, such section or part of item shall be deemed to be severable and all other sections or parts of this By-law shall be deemed to be separate and independent therefrom and to be enacted as such.

**Part 10
Enforcement and Enactment**

Effective Date of By-law

- 12.1 This By-law comes into effect the day it is passed by Council.

Repeal of Existing By-law

- 12.2 By-law 2010-077 and 2001-172 is hereby repealed.

Passed this day of , 2017

Adrian Foster, Mayor

Anne Greentree, Municipal Clerk

Appendix "A" Core Services

1. Fire Suppression And Emergency Response

- 1.1 Fire suppression services shall be delivered in both an offensive and defensive mode and shall include search and rescue operations, forcible entry, ventilation, protecting exposures, salvage and overhaul as appropriate.
- 1.2 Emergency pre-hospital care responses and medical acts such as defibrillation, standard first aid, CPR, EPIPEN Assistance and the Emergency Medical Responder Program shall be maintained to Base Hospital protocols as agreed.
- 1.3 Special rescue services shall include performing extrication using hand tools, air bags and heavy hydraulic tools as required. Full time firefighters will be trained in level 1 Basic Rope Rescue Techniques as determined by the Fire Chief. Water/ice rescue services shall be provided by those firefighters who are competently trained to perform the requested level of service as determined by the Fire Chief (up to level II if so trained).
- 1.4 Highly technical and specialized rescue services such as Trench Rescue, HUSAR and Structural Collapse shall not be provided by Clarington Emergency & Fire Services. Awareness training in these areas may be provided where possible.
- 1.5 Defensive hazardous material emergency response shall be conducted to the operations level by the fulltime firefighters and awareness level by the volunteer firefighters. In addition to operations level response, the capability for rescue and emergency decontamination shall be maintained where resources permit.
- 1.6 The NFPA 1001 Standard for Firefighter Professional Standards, International Association of Fire Chiefs/National Fire Protection Association "Fundamentals of Fire Fighter Skills" and other related industry training standards and reference materials may be used as reference guides for CEFS training as approved by the Fire Chief. All training will comply with the Occupational Health and Safety Act and any other applicable provincial legislation.
- 1.7 Confined Space services shall be provided by those firefighters who are competently trained to perform the requested level of service as determined by the Fire Chief (up to Operational Level if so trained).

2. Fire Prevention

- 2.1 Inspections arising from complaint, request, retrofit, or self initiated and fire investigations shall be provided in accordance with the FPPA and policies of the fire prevention division.
- 2.2 New construction inspections and plan reviews of buildings under construction in matters respective of fire protection systems within buildings shall be conducted in accordance with the applicable By-law and operating procedures.
- 2.3 The N.F.P.A. Standard for Fire Prevention Officers shall be used as a reference guide for fire prevention training.

3. Fire Safety Education

- 3.1 Distribution of fire and life safety information and public education programs shall be administered in accordance with the FPPA and policies of the departments Fire Prevention & Public Safety Division.
- 3.2 A residential Smoke Alarm awareness program shall be ongoing.
- 3.3 The department shall maintain at least one public fire and life safety educator certified to the Ontario Fire Service Standard.

4. Emergency Dispatching and Communications

- 4.1 The N.F.P.A. Public Safety Telecommunications Standard shall be used as a reference guide for emergency dispatching and communications and shall provide the following minimum services;
- 4.2 Provide emergency call taking and dispatching of emergency vehicles.
- 4.3 May provide after hour's emergency and non-emergency call taking for Operations, By-law Services, and other agencies as required.

This Agreement made this day of

Between:

The Corporation of the Municipality of Port Hope
(hereinafter called the “Corporation”)

Of The First Part

-and-

The Corporation of the Municipality of Clarington
(hereinafter called the “Corporation”)

Of The Second Part

Whereas the Corporation of the First Part is the owner of certain firefighting equipment and maintains a fire department;

And Whereas the Corporation of the First Part and Second Part wish to provide assistance in the matter of fire protection in the Corporation of the other Part;

Now This Agreement witnesseth that in consideration of the mutual covenants and conditions herein contained the Corporations hereto have agreed as follows: provided, however, that it is expressly understood and agreed as a condition precedent to this Agreement, that the Corporation of the First Part and Second Part shall be under no legal liability to the other Corporation or any Third Party for failure of its equipment or failure to respond to, or arrive at the scene of a fire within the other municipality, and that the Corporation of the First Part and Second Part shall save the Corporation of the other Part harmless from all claims, losses, clean-up liability and damages arising therefrom;

Now Therefore the Corporation of the First Part and the Corporation of the Second Part hereby agree as follows:

1. The Corporation of the First Part and the Corporation of the Second Part agrees to provide fire protection services which shall be deemed to include:
 - 1.1 Firefighting;
 - 1.2 Hazardous material incidents (awareness level only);
 - 1.3 Search and rescue;
 - 1.4 First Aid and Ambulance Assistance.

2. The Corporation of the First part and the Corporation of the Second Part agree as follows:
 - 2.1 The Corporation of the First Part agrees to provide a triple combination fire truck (pumper) with at least 500 gallons of water and one blocker (if required), and one rescue van equipped with the equipment to perform normal extrication calls and First Aid equipment to perform normal first aid in emergencies. The Corporation of the First Part shall provide this service to the west bound lane of the Queen's Highway 401 from the County Road 28 interchange, exit 464 westerly to Newtonville Road, exit 448. The Corporation of the First Part agrees also to respond to any occurrences that should take place on the return trip back to their own municipality. The Corporation of the First Part agrees to perform these services for the remuneration received from the Province of Ontario for responses on Provincial Highways.
 - 2.2 The Corporation of the Second Part agrees to provide a triple combination fire truck (pumper) with at least 500 gallons of water and one blocker (if required), and one rescue van equipped with the equipment to perform normal extrication calls and First Aid equipment to perform normal first aid in emergencies. The Corporation of the Second Part shall provide this service to the east bound lane of the Queen's Highway 401 from Newtonville Road, exit 448 easterly to the Wesleyville Road interchange, exit 456. The Corporation of the Second Part agrees also to respond to any occurrences that should take place on the return trip back to their own municipality. The Corporation of the Second Part agrees to perform these services for the remuneration received from the Province of Ontario for responses on Provincial Highways.
3. The Corporation of the First Part and Second Part agrees to provide a minimum of seven men with the aforesaid firefighting equipment.
4. The Corporation of the First part and the Corporation of the Second Part agree as follows:
 - 4.1 The Corporation of the Second Part agrees that in the event of a fire in the Municipality of Port Hope necessitating the return of the firefighting to Port Hope, that he said equipment shall be returned forthwith, and the Corporation of the Second Part shall incur no liability whatsoever.
 - 4.2 The Corporation of the First Part agrees that in the event of a fire in the Municipality of Clarington necessitating the return of the firefighting to Clarington, that he said equipment shall be returned forthwith, and the Corporation of the First Part shall incur no liability whatsoever.

5. All members of either Fire Department, while answering, attending or returning from any incident in either municipality shall be under the sole supervision, direction and control of the Senior Officer of their respective fire department present at such incident.
6. The term of this Agreement shall remain in force and effect from the 10th day of April and from year to year thereafter until replaced by a new Agreement. It is understood and agreed that either Party can request termination of this Agreement at any time by giving six months' notice in writing to the other Party.

In Witness Whereof the Corporation Seals of the parties are hereto affixed under the hands of their proper officers.

Signed Sealed and Delivered
In The Presence Of:

The Corporation of the
Municipality of Port Hope

Mayor

Clerk

The Corporation of the
Municipality of Clarington

Mayor

Clerk