

**The Corporation of the Town of Essex**

**By-Law Number 1870**

**Being a by-law to Establish and Regulate Fire Services**

WHEREAS Section 2 of the Fire Protection and Prevention Act 1997, S.O. 1997, c. 4, as amended, requires every municipality to establish a program which must include public 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 Section 5 of the said Fire Protections and Prevention Act authorizes the Council of a municipality to establish, maintain and operate a fire department to provide fire suppression services and other fire protection services in the municipality;

AND WHEREAS Sections 8 and 11 of the Municipal Act 2001, S.O. 2001 c.25 as amended, authorize a municipality to provide any service that the municipality considers necessary or desirable for the public, and to pass by-laws respecting, inter alia, health, safety and wellbeing of persons, protection of persons and property, and services that the municipality is authorized to provide;

AND WHEREAS Section 391 of the Municipal Act authorizes a municipality to impose fees or charges on persons for services or activities provided by the municipality, and for costs payable by the municipality for services or activities provided or done by or on behalf of any other municipality;

AND WHEREAS Section 425 of the Municipal Act provides that the Council of a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality is guilty of an offence;

AND WHEREAS Section 446 of the Municipal Act provides that if a municipality has the authority under that or any other act, or under a by-law under that or any other Act, to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense, and the municipality may recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS on April 4, 2016 the Council of the Corporation of the Town of Essex enacted By-law Number 1500, Being a by-law to Establish and Regulate Fire Services;

AND WHEREAS the Council of the Corporation of Town of Essex deems it desirable, necessary and expedient to amend, consolidate, revise and update its by-law to establish and regulate a fire department for the Town of Essex;

AND WHEREAS the Council of the Corporation of the Town of Essex accordingly deems it desirous to repeal and replace By-law Number 1500, Being a by-law to Establish and Regulate Fire Services;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF ESSEX HEREBY ENACTS AS FOLLOWS:

## DEFINITIONS

1. In this by-law, unless the context otherwise requires:
  - a) **“Approved”** means approved by Council.
  - b) **“Automatic Aid”** means an Approved agreement under which a municipality that is capable of responding more quickly to an area agrees to provide an initial response to fires, rescues, and emergencies in another municipality, or where a municipality agrees to provide a supplemental response to fires, rescues, or emergencies that may occur in another municipality.
  - c) **“Corporation”** means The Corporation of the Town of Essex;
  - d) **“Council”** means the Council of The Corporation of the Town of Essex, comprised of the Mayor, Deputy Mayor and Councilors;
  - e) **“Assistant Deputy Fire Chief”** means the person employed in, or appointed to, the Fire Department and assigned to assist the Deputy Fire Chief in the organization and direction of the Fire Department in order to ensure that loss of life, property or injury as a result of fire is prevented and/or minimized.
  - f) **“Deputy Fire Chief”** means the person appointed by Council to act on behalf of the Fire Chief of the Fire Department in the case of an absence or a vacancy in the office of Fire Chief.
  - g) **“Emergency Management and Civil Protection Act”** means Emergency Management and Civil Protection Act, 1990, S.O. 1990, c. E.9, as amended, and any successor legislation.

- h) **“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 Fire Protection and Prevention Act, 1997.
- i) **“Fire Department”** means Essex Fire and Rescue Services.
- j) **“Fire Code”** means Ontario Regulation 213/07, as amended, and any successor regulation.
- k) **“Firefighter”** means the Fire Chief and any other person employed in, or appointed to, the Fire Department and assigned to undertake fire protection services, and includes a Volunteer Firefighter.
- l) **“Fire Protection and Prevention Act” means** the Fire Protection and Prevention Act, 1997, S.O.1997, c.4, as amended, and any successor legislation.
- m) **“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, communication, training of personnel involved in the provision of Fire Protection Services, and the delivery of all those services.
- n) **“Limited Services”** means a variation of services 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.
- o) **“Municipal Act” means** the Municipal Act, 2001, S.O. 2001,c.25, as amended, and any successor legislation.
- p) **“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.
- q) **“Officer”** means Fire Chief, Deputy Fire Chief, and Assistant Deputy Fire Chief, District Chief, Chief Training Officer, Captain, Acting Captain, and any person designated by the Fire Chief to supervise Firefighters.
- r) **“Town”** means The Corporation of the Town of Essex.

- s) **“Volunteer Firefighter”** means a firefighter who provides Fire Protection Services voluntarily or for a nominal consideration, honorarium, or training or activity allowance and includes Probationary Firefighters.

## **ESTABLISHMENT**

- 2. A fire department for the Town of Essex to be known as Essex Fire and Rescue Services is hereby established and the head of the fire department shall be known as the Fire Chief.

## **DEPARTMENT STRUCTURE**

- 3. Council shall appoint a Fire Chief who shall be the highest ranking Officer and director of the fire department.
- 4. In addition to the Fire Chief, Council shall appoint a Deputy Fire Chief who shall report to the Fire Chief as the second highest ranking Officer of the Fire Department and who, in the absence of the Fire Chief, shall have the powers and perform the duties of the Fire Chief.
- 5. In addition to the Fire Chief and Deputy Fire Chief, the Fire Department shall consist of Assistant Deputy Fire Chief, District Chiefs, Officers, Volunteer Firefighters, and other Members as deemed necessary and appointed by the Fire Chief to provide Fire Protection Services.
- 6. The Fire Department shall be structured in conformance with the Approved Fire Department Organizational Chart as set out in Schedule “A” attached hereto and forming part of this by-law.
- 7. Working conditions, remuneration, and procedures for termination of employment for Firefighters other than Volunteer Firefighters shall be determined by Council in conformance with the provisions of Part IX of the Fire Protection and Prevention Act.

## **APPROVED SERVICES AND PROGRAMS**

- 8. The Fire Department shall provide such Fire Protection Services and programs as approved by Council in accordance with Part II of the Fire Protection and Prevention Act, and set out in Schedule “B” attached hereto and forming part of this by-law.

## **LIMITED SERVICES**

9. 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 due to adverse climate conditions, delays or unavailability of specialized equipment required by the Fire Department, or such other extraordinary circumstances which may impede the delivery of Fire Protection Services, any Approved service set out in Schedule "B" may from time to time be provided as Limited Services as defined in this by-law, all as determined at the discretion of the Fire Chief, his or her designate, or the highest ranking Officer in charge of a response.
10. The Corporation shall accept no liability that may result due to the any delay or inability to supply and of the services set out in Schedule "B" of this agreement and or the provision of Limited Services as deemed necessary by the Fire Department acting reasonably.

#### **RESPONSES OUTSIDE THE LIMITS OF THE MUNICIPALITY**

11. The Fire Department shall not respond outside the limits of the municipality except with respect to a fire, rescue or emergency;
  - a) That, in the opinion of the Fire Chief or designate, threatens property in the municipality, or property situated outside the municipality that is owned or occupied by the municipality;
  - b) That is in a municipality with which an Approved agreement has been entered into to provide fire protection services which may include automatic aid;
  - c) That is on property with which an Approved agreement has been entered into with any person or corporation to provide fire protection services;
  - d) That at the discretion of the Fire Chief or designate, is in 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; or
  - e) That is on property that is beyond the municipal boundary but is where the Fire Chief or designate determines immediate action is necessary to preserve life or property and the appropriate department is notified to respond and assume command or establish alternative measures acceptable to the Fire Chief or designate.

#### **FIRE CHIEF RESPONSIBILITIES AND AUTHORITY**

12. The Fire Chief shall be 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.
13. The Fire Chief shall be deemed to be the Chief Fire Official of the municipality for the purposes of the Fire Protection and Prevention Act and regulations enacted thereunder, and shall have all statutory authority and shall carry out all prescribed duties and responsibilities in respect thereof.
14. Without limiting the generality of the forgoing, the Fire Chief's authority and responsibility shall include the following:
  - a) Performing all statutory duties of the Fire Protection and Prevention Act, the Emergency Management and Civil Protection Act and any other legislation applicable to the administration or operation of the Fire Department.
  - b) Reporting to Council as required by the Fire Protection and Prevention Act and in accordance with the provisions established by the Emergency Management Civil Act.
  - c) Enforcement of this by-law and any regulations established under this by-law, and the enforcement of any other by-laws of the Corporation respecting the administration and operation of the Fire Department.
  - d) Periodically reviewing this by-law and any other by-laws of the Corporation respecting the administration and operation of the Fire Department..
  - e) Recommending to Council amendments to this by-law, or any other by-law of the Corporation, that the Fire Chief considers relevant and appropriate.
  - f) Developing, establishing, and implementing policies, standard operating procedures and guidelines, general orders, and rules of the Fire Department, and the Fire Chief may consider necessary for the proper administration and efficient operation of the Fire Department.
  - g) Periodically reviewing, revising, or revoking as required, all policies, standard operating procedures and guidelines, general orders, and rules of the Fire Department, and the Fire Chief may establish an advisory committee from time to time to assist in discharging these duties.
  - h) Arranging for the provision and allotment of strategic staffing and proper facilities, apparatus, equipment, materials, services and supplies for the Fire Department.
  - i) The proper care and protection of all Fire Department property.
  - j) Arranging and implementation of automatic aid, mutual aid and other negotiated and/or approved fire protection and emergency service agreements between the Town and other Municipalities.

- k) Determining and establishing the qualifications and criteria for employment or appointment, and the duties and responsibilities of all Members of the Fire Department.
  - l) Appointment, subject to Approved hiring policies, of any qualified person as a Member of the Fire Department.
  - m) The conduct and discipline of all Members of the Fire Department, including disciplinary actions as required which may range from reprimand to dismissal.
  - n) Keeping an accurate record of all fires, rescues and emergencies responded to by the Fire Department, all fire safety inspections and fire investigations, and other such records as may be required by Council in a manner consistent with applicable records management policies of the Corporation, and for retaining such records for a period prescribed by Approved records retention policies and statutory requirements.
  - o) Enforcement of the Fire Code, reporting all fires to the Fire Marshal, and complying with all Fire Marshal's directives as mandated by the Fire Protection and Prevention Act.
  - p) Reporting to the appropriate Crown Attorney or other prosecutor, or law enforcement 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 that an offence has been committed under the Fire Protection and Prevention Act, or other applicable regulation or statute.
  - q) Preparing and presenting annual reports and periodic reports to Council as deemed necessary by the Fire Chief, and any other specific reports as directed by Council.
  - r) Preparing and submitting annual budget estimates for approval by Council, and effectively administering, monitoring, and controlling the Fire Department operating and capital budgets.
15. The Fire Chief shall be responsible for coordinating the Town of Essex Emergency Management Program, and assisting with the preparation, implementation, and maintenance of the municipal Emergency Plan pursuant to the Emergency Management and Civil Protection Act.
16. The Fire Chief shall be responsible for assisting other public officials in an emergency declared by the Head of Council, the Premier of Ontario, or the Prime Minister of Canada.

## **POWERS**

17. The Fire Chief shall exercise all powers and duties prescribed by the Fire Protection and Prevention Act, and shall be empowered to take all reasonable and proper measures for the prevention, control, and extinguishment of fires, and for the protection of life, property and the environment, and for the management of emergencies within the jurisdiction of the municipality.
18. Without limiting the generality of the foregoing, the Fire Chief and his/her designates shall be empowered and authorized to carry out the following:
- a) Enforcement of all municipal by-laws in respect of fire safety and fire prevention.
  - b) Pulling down or demolishing any building or structure when necessary to prevent the spread of fire.
  - c) Any necessary action to guard against fire or other danger, risk, or accident, which may include boarding up or barricading of buildings or property, when unable to contact the owner of the property.
  - d) Recovery of costs incurred by such necessary actions for the Corporation in a manner provided by the Municipal Act and the Fire Protection and Prevention Act.
  - e) Taking any and all steps as set out in Parts V, VI and VII of the Fire Protection and Prevention Act.
19. As set out in the Fire Protection and Prevention Act, the Fire Chief may delegate any of his/her powers or duties to the Deputy Fire Chief or any Officer or member that the Fire Chief deems appropriate, subject to such limitations, restrictions or conditions as may be set out in the delegation, and such Officer or Member so delegated shall have all the powers and shall perform all duties as delegated.

## **RECOVERY OF COSTS**

20. If as a result of a Fire Department response to a fire, rescue or other emergency, the Fire Chief, his or her designate, or the highest ranking Officer in charge determines that it is necessary to retain a private contractor, rent special equipment, or use consumable materials other than water in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, remove hazardous materials, assist in or otherwise conduct an investigation to determine the cause of a fire, or otherwise control or eliminate an emergency situation, the Corporation shall recover the costs incurred by the for taking such actions from the owner of the property on which the fire or other emergency occurred.
21. The Corporation may recover costs incurred by such necessary actions in a manner provided by the Municipal Act and the Fire Protection and Prevention Act in



accordance with the fees prescribed by the applicable Fees and Charges By-Law of the Corporation from time to time.

22. A fee imposed upon a person under this by-law, including an interest, penalty charges and costs of collection, constitutes a debt of the person to the Corporation, and a person who is charged a fee under this by-law and fails to pay the fee within thirty days of receipt of an invoice shall be charged interest in accordance with the applicable Fees and Charges By-law of the Corporation.
23. If a property owner who is charged a fee under this by-law fails to pay the fee within ninety days of receipt of an invoice, the Corporation may add the fee, including penalty and interest, to the tax roll for any real property in the Town of Essex registered in the name of the owner and collect the fee, including penalty and interest, in like manner as a municipal taxes.

#### **VOLUNTEER FIREFIGHTER EMPLOYMENT**

24. The Fire Chief may appoint, from time to time, any eligible person as a Volunteer Firefighter in order to maintain a sufficient complement of Firefighters in accordance with the Approved Fire Department Organizational Chart as set out in Schedule "A" attached hereto and forming part of this By-law, and subject to Approved hiring policies.
25. The employment of Volunteer Firefighters shall be governed by the Volunteer Firefighters Terms and Conditions of Employment as set out in the Schedule "C" attached hereto and forming part of this by-law

#### **OBSTRUCTION**

26. No person shall obstruct, hinder, or interfere with the Fire Chief or any Member of the Fire Department in the performance of his or her duties in accordance with this by-law and the Fire Protection and Prevention Act.

#### **OFFENCES**

27. Every person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to a penalty established by the Provincial Offences Act, R.S.O. 1990, c.P.33, as may be amended from time to time, and any successor legislation.

#### **SEVERABILITY**

28. Should a court of competent jurisdiction find any section or provision, or part thereof, of this by-law to be invalid or to be of no force and effect, such section or provision or part thereof shall be deemed to be severable, and all other sections or provisions or parts of this by-law shall be deemed to be separate and independent there from and to be enacted as such.

**REPEAL AND MISCELLANEOUS**

29. By-law No. 1500, as amended, of the Corporation of the Town of Essex by and is hereby repealed.
30. The appointments of the Fire Chief, the Deputy Fire Chief, and all other Members of the Fire Department who were appointed under the provisions of By-law No. 1500, that existed and were in effect on the day on which the by-law was repealed shall survive and remain in force and effect after the by-law is repealed.
31. For greater certainty Schedules A, B , C and D are attached hereto and are expressly incorporated into this By-law.

**FORCE AND EFFECT**

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

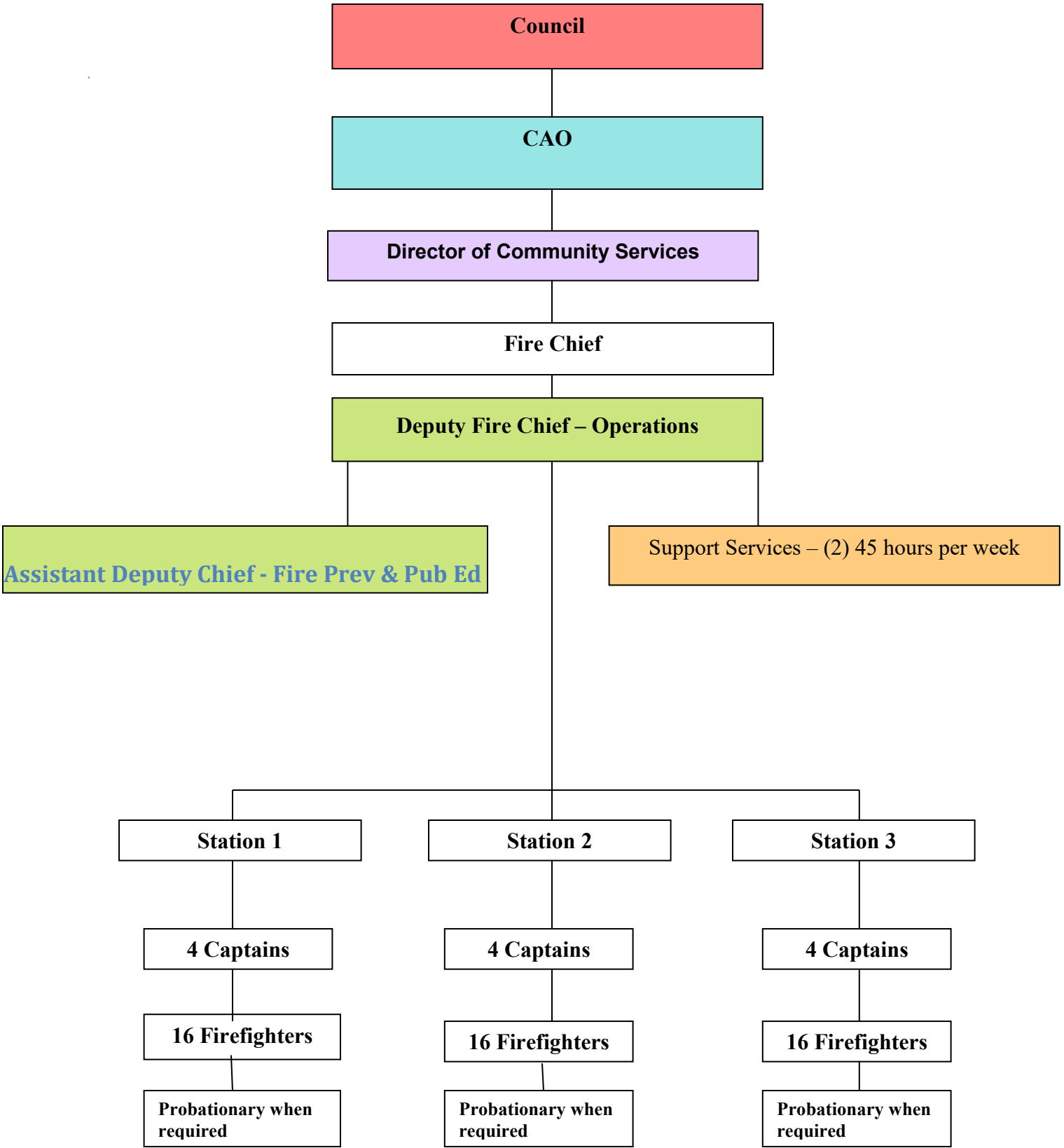
**Read a first, a second and a third time and finally passed on February 3, 2020.**

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Mayor

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Clerk

Schedule "A"  
By-law No. 1870

Essex Fire and Rescue Organizational Chart:



**Schedule “B”  
By-law No. 1870**

**ESSEX FIRE AND RESCUE SERVICES  
APPROVED SERVICES AND PROGRAM**

The Fire Department shall provide the following services and programs:

**B.1 Emergency Response**

**B.1.1 Basic Firefighting Services:**

- The Fire Department shall respond to fires, alarms of fire, and per-fire conditions to provide fire suppression services, and shall exercise best efforts to conform to the most recent edition of National Fire Protection Association (NFPA) 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments as revised from time to time.

**B.1.2 Structural Firefighting Services:**

- a) For the purpose of this Schedule, “Structural Firefighting” shall have the same meaning as Structural Firefighting as defined by NFPA 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments.
- b) 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 Firefighter staffing is deployed at the fire ground;
    - iv. Reliable water supply with adequate flow can be sustained;
    - v. Adequate fire ground supervision and support is provided.
- c) 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 Firefighter staffing is deployed at the fire ground;
  - iv. Reliable water supply with adequate flow can be sustained;
  - v. Adequate fire ground supervision and support is provided.
- d) 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.

#### B.1.3 Rural Firefighting Operations:

- 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.

#### B.1.4 Vehicle Firefighting Services:

- Service shall be provided to control and extinguish vehicle fires.
- NFPA 1001 Level II, Standard for Fire Fighter Professional Qualifications.

#### B.1.5 Grass, Brush, and Forestry Firefighting Services:

- Service shall be provided and best efforts shall be shall be provided in accordance to NFPA 1001 Level II, Standard for Fire Fighter Professional Qualifications.

#### B.1.6 Marine Firefighting Services:

- Marine firefighting service shall be limited to shore-based, defensive firefighting operations only.

#### B.1.7 Automatic Aid Response Services:

- Service shall be provided in accordance with any Automatic Aid agreements approved by Council.

#### B.1.8. Mutual Aid Response Services:

- Service shall be provided in accordance with the Mutual Aid Plan established in respect to the municipalities within the Region of Essex County pursuant to clause 7(2)(a) of the Fire Protection and Prevention Act.

#### B.1.9 Tiered Medical Assistance Service

- Service shall be provided in accordance with the Emergency Medical Tiered Response Agreement between the Region of Essex / Windsor, Emergency Medical Services and the Town of Essex. As set out in Schedule "E" attached hereto and forming part of this By-law.
- Service shall be provided in accordance with the local medical direction will review the current International Liaison Committee on Resuscitation guidelines, the current MOH&LTC Standards of Practice in Resuscitation, the Ontario Base Hospital Group protocols and the direction of the Provincial Medical Advisory Committee.

#### B.1.10 Ambulance Assistance Services:

- Service shall be provided to assist Emergency Medical Services with emergency and non-emergency situations with respect to providing access and/or the provision of care to patients.

#### B.1.11 Police Assistance Services:

- Service shall be provided to assist Police with emergency and non-emergency situations for which the Fire Department has equipment and/or specialized skills to assist in the mitigation.

#### B.1.12 Public Assistance Services:

- Service shall be provided to assist the public with emergency and non-emergency situations for which the Fire Department has the equipment and/or specialized skills to mitigate the incident.

#### B.1.13 Public Hazard Assistance Services:

- a) Carbon Monoxide Incidents – Response shall be provided to carbon monoxide alarms and emergencies.
- b) Public Utility Incidents – Response shall be provided to public utility incidents that pose a public hazard, including:
  - i. Electrical utility emergencies;
  - ii. Natural gas utility emergencies.

#### B.1.14 Vehicle Accident Services

- The Fire Department shall respond to vehicle accidents to provide the following services:
  - i. Stabilizing the scene of the accident;
  - ii. Stabilizing the vehicles involved in the accident;
  - iii. Providing aid to injured or trapped persons;
  - iv. Mitigating adverse effects to the natural environment.

#### B.1.15 Vehicle Extrication Services

- Vehicle search and rescue services, including extrication, shall be provided in accordance with NFPA 1001 Level II, Standard for Fire Fighter Professional Qualifications.

#### B.1.16 Transportation Incidents Involving Vehicles, Trains, Aircraft, Watercraft:

- Response shall be provided to large-scale transportation incidents that may involve large numbers of casualties, widespread damage to property, and/or significant environmental impact.

#### B.1.17 Highway Incident Services:

- Fire Protection Services shall be provided to the King's Highway of Ontario, known as Highway 3.
- Costs associated with Fire Department response to provincial highways shall be recovered in accordance with applicable provincial fire service agreements.

#### B.1.18 Hazardous Materials Response Services:

- Service shall be provided at the Operations Level in accordance with NFPA 1072, Standard for Competence of Responders to Hazardous Materials Incidents.
- Hazardous materials response services at the NFPA 1072 Technician Level shall not be provided by the Fire Department.
- Notwithstanding the foregoing, the Fire Chief shall be authorized to designate all firefighters to participate in annual Hazmat awareness training with Windsor Fire Department Hazmat Response Team.
- Hazardous Materials response at the NFPA 472 Technician Level shall be provided by Windsor Fire and Rescue - Hazmat Response Team.

#### B.1.19 Water and Ice Rescue Services

- a) Service shall be provided at the Awareness Level in accordance with NFPA 1670, the Department will provide a ten (10) Firefighter Ice Water Rescue Team which is comprised from all three (3) Stations and administration, and these firefighters shall be trained to Surface Water Rescue, Swift Water Rescue, and Ice Rescue as noted below;
- b) Surface Water Rescue – Service shall be provided at the Technician Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents, and may include shore based, water entry.
- c) Swift Water Rescue – Service shall be provided at the Technician Level in accordance with the NFPA 1670 standard.
- d) Ice Rescue – Service shall be provided at the Technician Level in accordance with the NFPA 1670 standard.
- e) Dive Rescue – Service shall be provided at the Awareness Level only in accordance with NFPA 1670 standard.
- f) Recovery services to retrieve animals, property, or human remains by entering into or onto a body of water, or onto ice over a body of water, shall not be provided by the Fire Department.
- g) Watercraft Search and Rescue – shall be provided by Kingsville or Amherstburg Fire Department's upon request.

#### B.1.20 Structural Collapse Search and Rescue Services:

- Fire Department response to urban search and rescue incidents shall be limited to providing Structural Collapse Search and Rescue services at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue incidents.
- Urban search and rescue service require structural collapse search and rescue services at the Operations or Technician Levels shall not be provided by the Fire Department.
- Structural Collapse Search and Rescue - Operations and Technical Levels shall be provided by Provincial Heavy Urban Search and Rescue Team (HUSAR) provided upon request through Provincial Emergency Operations Centre (PEOC).

#### B.1.21 Rope Rescue Services:



- Rope rescue services, such as high-angle and low-angle rescue services, shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue incidents.
- Rope rescue service at the Operations or Technical Levels shall not be provided by the Fire Department.
- Rope Rescue Services – such as high-angle and low-angle rescue shall be provided by Kingsville Fire Department upon request.

#### B.1.22 Confined Space Rescue:

- Service shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue incidents.
- Confined space rescue services at the Operations or Technician Levels shall not be provided by the Fire Department.
- Confined Space Rescue – shall be provided by contacting the Provincial Emergency Operations Centre upon request.

#### B.1.23 Trench Rescue Services:

- Service shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical for Technical Search and Rescue incidents.
- Trench rescue services at the Operations or Technician Levels shall not be provided by the Fire Department.
- Trench Rescue – shall be provided by contacting the Provincial Emergency Operations Centre upon request.

#### B.1.24 Cave, Mine, and Tunnel Rescue Services:

- Service shall be provided at the Awareness Level in accordance to NFPA 1670, Standard for Operations and Training for Technical Search and Rescue incidents.
- Cave, mine, and tunnel rescue services at the Operations or Technician Levels shall not be provided by the Fire Department.

#### B.1.25 Farm and Silo Rescue Services:

- Fire Department response to farm and silo rescue incidents that involve a rope rescue and/or a confined space rescue component shall be limited to providing such technical rescue services at the Awareness Level in accordance with the NFPA 1670 standard.
- Farm and silo rescue incidents requiring rope rescue and/or confined space rescue services at the Operations or Technician Levels shall not be provided by the Fire Department.
- Rope Rescue Services – such as high-angle and low-angle rescue shall be provided by Kingsville Fire Department upon request.
- Confined Space Rescue – shall be provided by contacting the Provincial Emergency Operations Centre upon request.

#### B.1.26 Industrial and Machinery Rescue Services:

- Service shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Technical Search and Rescue incidents.

#### B.1.27 Community Emergency Plan Response Services:

- Service shall be provided in accordance with the Approved Town of Essex Emergency Response Plan.

#### B.1.28 Assistant to the Fire Marshal Services – Fire Suppression:

- Duties of Assistant to the Fire Marshal shall be carried out as prescribed by the Fire Protection and Prevention Act.

### **B.2 Fire Prevention and Public Education**

#### B.2.1 Fire Inspection Services:

- (a) Conducting complaints inspections.
- (b) Conducting vulnerable occupancy inspections.
- (c) Conducting requested inspections.
- (d) Conducting routine inspections.
- (e) Conducting licensing inspections.
- (f) Systems checking, testing and approval.
- (g) Enforcing code compliance.

- (h) Enforcing municipal by-laws.
- (i) Issuing permits.
- (j) Preparing reports and issuing written responses to requests.

#### B.2.1 Public Education Services

- (a) Providing fire and life safety public education programs.
- (b) Facilitating smoke alarm and carbon monoxide alarm initiatives.
- (c) Distributing public safety messaging to the media.
- (d) Delivery of specialized programs.

#### B.2.3 Fire Investigation Services:

- (a) Determining cause and origin of fires and explosions.
- (b) Assessing code compliance.
- (c) Determining effectiveness of built-in suppression features.
- (d) Determining compliance with building standards.
- (e) Interacting with police, fire investigators, and other agencies.
- (f) Supporting criminal prosecutions, including appearances in court.

**Schedule “C”  
By-law No. 1870**

**Mission Statement & Goals**

**The Town of Essex**

**Essex Fire and Rescue Services**

**Mandate of Essex Fire and Rescue Services**

The mandate of Essex Fire and Rescue Services is to provide fire protection services and emergency response, public fire and life safety education, and fire prevention initiatives to protect the lives and property of the citizens, businesses and visitors to the Town of Essex.

**Vision of Essex Fire and Rescue Services**

The vision of Essex Fire and Rescue Services is to be a well-planned, well-trained and well-equipped emergency response agency where the safety and well-being of all involved in any emergency response is paramount.

**Primary Goals of Essex Fire and Rescue Services**

The primary goals of Essex Fire and Rescue Services are

- (1) to provide fire protection and rescue services through a range of programs designed to protect the lives and property of inhabitants from the adverse effects of fire, sudden medical emergencies, or exposure to dangerous conditions created by man or nature;
- (2) to provide fire protection and rescue services to those municipalities requiring assistance through authorized emergency fire service plan and program (mutual aid) activities; and
- (3) to provide fire protection and rescue services to those municipalities provided fire protection by Essex Fire and Rescue Services via authorized agreement.

**Primary Objectives of Essex Fire and Rescue Services**

In order to achieve the goals of Essex Fire and Rescue Services, necessary funding must be in place and the following objectives met:

- (1) Identify and review the fire and rescue services requirements of the municipality;
- (2) Provide an administrative process consistent with the needs of the department;
- (3) Ensure that firefighting equipment and operating personnel are available within the municipality to provide adequate response to a citizen’s call within a reasonable length of time;
- (4) Provide departmental training, to an accepted standard, which will ensure the continuous upgrading of all personnel in the latest techniques of fire prevention, firefighting and control of emergency situations and to co-operate with other municipal departments with respect to management training and other programs;
- (5) Provide a maintenance program to ensure all fire protection apparatus, including all equipment, is ready to respond to emergency calls;
- (6) Provide an effective Fire Prevention Program to:

- (a) Ensure, through plan examination and inspection, that required fire protective equipment is installed and maintained within buildings;
  - (b) Reduce and/or eliminate fire hazards; and
  - (c) Ensure compliance with applicable municipal, provincial and federal fire prevention legislation, statutes, codes and regulations in respect to fire safety;
- (7) Develop and maintain an effective public information system and educational program, with particular emphasis on school fire safety programs, and commercial, industrial and institutional staff training.
- (8) Ensure in the event of a major catastrophe in the municipality, assistance to cope with the situation is available from outside departments and other agencies.
- (9) Develop and maintain a good working relationship with all federal, provincial and municipal departments, utilities and agencies, related to the protection of life and property.
- (10) Interact with other Municipal departments respecting the aspects of fire or any given programs.
- (11) Ensure these objectives are not in conflict with any other Municipal department.

**Schedule "D"**  
**By-law No. 1870**

**MEDICAL TIERED RESPONSE AGREEMENT**

BETWEEN:

Essex Windsor EMS

(EWEMS)

-and-

City of Windsor and County of Essex Fire Services

(Fire Services)

The following agreement defines the criteria for EWEMS to initiate a Medical Tiered Response request for Fire Services. It is understood that the Windsor Central Ambulance Communications Centre (W-CACC) is the communication link between EWEMS and local Fire Services. W-CACC is responsible for all Medical Tiered Response communication between the agencies.









































It is assumed that Fire Services will be tiered to calls in which their assistance is required as part of their responsibilities identified in the Fire Protection and Prevention Act, 1997 and any other applicable provincial and municipal legislation.

The Medical Tiered Response Agreement is a separate document that encompasses the following Emergency Call Types, Response Criteria Table and associated definitions;

**Emergency Call Types**

- a) Multi-Casualty Incidents
- b) Industrial Accidents
- c) Entrapment, Extrication and other Rescues
- d) Motor Vehicle Collision requiring EWEMS

Response Criteria Table

Fire Service	Cardiac Respiratory Arrest	Airway Obstruction	Unconscious Unresponsive	Significant delay	When requested by Paramedics
Windsor					
Lakeshore					
LaSalle					
Amherstburg					
Essex					
Kingsville					
Tecumseh					
Leamington					

Definitions:

Fire Services include:

- City of Windsor
- Town of Lakeshore
- Town of LaSalle
- Town of Amherstburg
- Town of Essex
- Town of Kingsville
- Town of Leamington
- Town of Tecumseh

Industrial Accident

An injury at an industrial or construction setting that meets what is defined or perceived as a *critical injury* or involves entrapment.

\*\* Ford Canada, accessed from Henry Ford Boulevard is not included in Windsor Fire & Rescue Response area. Ford Security must be contacted.

Critical Injury

Places life or limb in jeopardy including, but not limited to;

Patient is unconscious **or**

Possibility of substantial loss of blood **or**

Possibility of fracture to leg or arm but not finger or toe **or**

Amputation of leg, arm, hand or foot, but not finger or toe **or**

Consists of burns to major portion of body **or**

Causes loss of sight in an eye

**Motor Vehicle Collision (MVC) includes any of the following;**

Code 4 EMS response for a MVC including;

Air bag deployment **or**

Entrapment of occupants **or**

Hazards including but not limited to; electrical wires down, vehicle fluids leaking, natural gas leaks and ice or water rescue

**Cardiac/ Respiratory Arrest**

Cardiac Arrest is the sudden, unexpected loss of heart function (pulse rate), breathing (respiratory rate) and consciousness (awareness of self and surroundings). Respiratory Arrest is the sudden, unexpected loss of breathing (respiratory rate) and consciousness (awareness of self and surroundings) but will still have a palpable pulse rate.

**Airway Obstruction**

Is the partial or complete blockage of the breathing passages to the lungs. Without intervention, will lead to Cardiac/respiratory Arrest

**Unconscious Unresponsive**

Is the Interruption of awareness of oneself and one's surroundings, lack of the ability to notice or respond to stimuli in the environment. Without intervention, may lead to Cardiac/Respiratory Arrest.

**Significant Delay**

When a staffed ambulance that normally services the area in question is not available or if a standby vehicle is not located in that area then it is accepted that an ambulance call in that area would encounter a delay in the normally expected response for a code 4 call.

**When Requested by Paramedics**

When an EMS resource is on scene and requires the assistance of the Fire Services for the following, but not limited to;

Lift assistance that overwhelms the resources of the EMS Crew **or**

Extrication for a scene that requires the expertise and resources of the Fire Services **or**



Access and egress to the scene utilizing the staff and resources of the Fire Services **or**  
MVC that is not identified upon receipt of response **or**  
Hazardous scene

**Exceptions**

Fire Services shall not be tiered when the following apply;

- Patient is known to have a Do Not Resuscitate Validity Form
- The response id to a Long Term Care facility or Health Care facility where the staff are able to provide the same level of service as the responding Fire Service.

**Disclosure**

This agreement recognizes that the fire services may not be able to respond when occupied with a fire or for any other reason as determined by the senior on-duty fire officer. Further, Fire Service response is based upon circumstances and resources available at the time of the occurrence. This Medical Tiered Response Agreement will be maintained, reviewed and revised as required by the agencies involved.

Windsor CACC will not be held responsible for any associated financial cost with the application or interpretation of this agreement.

**Tiered Medical Response Fire Service Grant**

As per the Essex County Council Report 2007-R0005-LA-07-18-BB (attached), Fire Service Annual Grant, Essex Windsor EMS will grant the following Fire Services One Thousand dollars (\$1,000) per defibrillator;

- City of Windsor
- Town of Tecumseh
- Town of LaSalle
- Town of Lakeshore
- Town of Amherstburg
- Town of Essex
- Town of Kingsville

The grant funding is intended for the ongoing preventative maintenance programs of each defibrillator, replacement of defibrillators, ongoing supplies and associated training. At the commencement of each calendar year, each Fire service must submit an inventory list of Tiered Response Defibrillator to determine eligibility for the grant funding.

**Expendable Medical Equipment/Supplies**

Essex Windsor EMS will supply expendable medical supplies used by the Fire Service partners at medical response incidents. Such items include;

- Medical oxygen cylinders
- Defibrillator Pads

- Oxygen Masks
- Oropharyngeal airways
- Burn gel dressings

Replacement of supplies will be on a one for one basis and must be associated to a medical response. A Windsor CACC Ambulance Run Number must be placed with any orders. In some circumstances Fire Service may replace from the EMS Ambulance, understanding this should not delay transport or reduce stock in the ambulances below Standard.

If expendable supplies are scheduled to expire, EWEMS will exchange such equipment no later than six (6) months prior to the expiry date. Any items expiring within six (6) months or have expired, are the responsibility of the Fire Service to replace.

EWEMS will share vendors' lists and pricing to ensure the Fire Services experience the same pricing template as EWEMS.

### **Defibrillators**

It is understood that the Fire Service defibrillators are the property of the individual Fire Services. Replacement or enhancement of defibrillators is also the responsibility of each Fire Service. EWEMS will provide guidance and consultation on the selection of any defibrillators to ensure compatibility and compliance, with both EMS and Public Access Defibrillation (PAD)

EWEMS will ensure Fire Services are aware of any future EWEMS replacement plans or decisions to ensure compatibility and compliance and to ensure any replacement is fiscally responsible to all parties.

### **Defibrillator Preventative Inspection Program (PIP)**

EWEMS will coordinate a contract to ensure each Fire Service defibrillator is inspected by the manufacturer biometrics department. Preventative Inspection Program (PIP) reports on each defibrillator listed in the Grant Funding Inventory must be submitted annually to EWEMS for verification of Grant Funding responsibilities.

Ongoing maintenance and damage repair is the responsibility of the Fire Service.

### **Continuing Quality Assurance (CQI)**

#### **Training**

EWEMS, in collaboration with the Fire Services and local medical direction will review the current International Liaison Committee On Resuscitation (ILCOR) guidelines, the current MOH&LTC Standards of Practice in Resuscitation, the Ontario Base Hospital Group (OBHG) protocols and the direction of the Provincial Medical Advisory Committee (MAC) to determine the current and future best practice in developing a robust, comprehensive and consistent resuscitation training curriculum to be delivered the respective fire services.

The intent is to deliver comprehensive, seamless and consistent resuscitation to the residents and visitors of Windsor and Essex County.

EWEMS, local medical direction and the fire services agree to train the trainers to allow for the local fire service to schedule, maintain and review the training provided. The medical director has oversight of all training being delivered to the local fire services.

EWEMS and the local fire services agree to utilize and share any resources or equipment to provide the ongoing annual training.

Training shall be completed annually and be comprised of:

- CPR
- AED Operation
- Review of current ILCOR and Provincial Protocols
- Review of local Protocols and equipment

Costs associated for all training is the responsibility of the individual Fire Service.

**Call Response Audit**

Upon completion of any Medical Assist Response (MAR), the Fire service shall, as soon as operationally feasible;

- Complete a MAR form and submit to EWEMS
- Download the applicable AED data and send to EWEMS, if available
- If Download is not available, Professional Standards Division will arrange for a defibrillator loaner while the download process is complete.
- Submit a expendable supply replacement form to EWEMS

Upon receipt of the above, EWEMS will, as soon as operationally feasible;

- Review the MAR form and attach to the corresponding eACR
- Review the AED download and attach to the corresponding eACR
- Review the AED download and complete a CPR Process report and submit to the applicable Fire Service
- Review and complete a restocking of the resupply order and notify the applicable Fire Service

This agreement shall remain in force until any party provides written notification of their intent to change or discontinue the practices herein referenced. This Agreement shall be reviewed by all parties at the request of any participating agency.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Chief Essex Windsor EMS  
Bruce Krauter

\_\_\_\_\_  
Mayor