The Corporation of the Town of Essex

By-Law Number 2461

Being a by-law to Establish and Regulate Fire Services

WHEREAS Section 2 of the *Fire Protection and Prevention Act* 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 *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* 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 the Council of the 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.

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

1. **Definitions:**

In this by-law, unless the context otherwise requires:

a) "A**pproved**" 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 Town 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 Town 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.

2. **Establishment:**

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.

3. **Department Structure:**

a) Council shall appoint a Fire Chief who shall be the highest-ranking Officer and director of the fire department.

b) In addition to the Fire Chief, Town 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.

c) 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.

d) The Fire Department shall be structured in conformance with the Approved Fire Department Organizational Chart as set out in Appendix "A" attached hereto and forming part of this by-law.

e) 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.*

4. **Approved Services and Programs:**

a) 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 Appendix "B" attached hereto and forming part of this by-law.

5. **Limited Services:**

a) In consideration of the reliance by the Fire Department on the response of Volunteer Firefighters, whose deployment to emergencies in sufficient numbers cannot in all instances be guaranteed, adverse climate conditions, delays or unavailability of specialized equipment required by the Fire Department, or other extraordinary circumstances which may impede the delivery of Fire Protection Services, any Approved service set out in Appendix "B" may from time to time be provided as a Limited Service as defined in this by-law, as determined by the Fire Chief, his or her designate, or the highest ranking Officer in charge of a response.

b) The Corporation shall accept no liability for the provision of a Limited Service by the Fire Department as reasonably necessary.

6. **Responses outside the Limits of the Municipality:**

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) In a municipality with which an Approved agreement has been entered into to provide fire protection services which may include automatic aid,

c) On property with which an Approved agreement has been entered into with any person or corporation to provide fire protection services,

d) At the discretion of the Fire Chief or designate, to a municipality authorized to participate in any county, district or regional mutual aid plan established by a fire coordinator appointed by the Fire Marshal or any other similar reciprocal plan or program, or

e) On property beyond the municipal boundary 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.

7. **Fire Chief Responsibilities and Authority:**

a) 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.

b) 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.

c) Without limiting the generality of the foregoing, the Fire Chief shall be authorized and responsible for:

i. 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.
ii. 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.*
iii. 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.
iv. Periodically reviewing this by-law and any other by-laws of the Corporation respecting the administration and operation of the Fire Department, and the Fire Chief may establish an advisory committee consisting of such members of the Fire Department and other persons, possibly including members of the general public, as may be necessary from time to time to assist in discharging this duty.
v. Recommending to Council amendments to this by-law, or any other by-law of the Corporation, that the Fire Chief considers relevant and appropriate.
vi. Developing, establishing, and implementing polices, 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.
vii. 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.

viii. Arranging for the provision and allotment of strategic staffing and proper facilities, apparatus, equipment, materials, services and supplies for the Fire Department.
ix. The proper care and protection of all Fire Department property.
x. 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.
xi. Determining and establishing the qualifications and criteria for employment or appointments, and the duties and responsibilities of all Members of the Fire Department.
xii. Appointment, subject to Approved hiring policies, of any qualified person as a Member of the Fire Department.
xiii. The conduct and discipline of all Members of the Fire Department, including disciplinary actions as required which may range from reprimand to dismissal.
xiv. 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.
xv. 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*.
xvi. 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.
xvii. 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.
xviii. Preparing and submitting annual budget estimates for approval by Council, and effectively administering, monitoring, and controlling the Fire Department operating and capital budgets.

d) 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.*

e) 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.

8. **Powers:**

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.

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*.

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.

9. **Recovery of Costs:**

a) 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 for the purposes of taking such actions from the owner of the property on which the fire or other emergency occurred.

b) 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.

c) 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.

d) 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.

e) A charge in the amount set out in the Fees and Charges By-Law will be imposed upon a person or property owner of any premises for response by the Fire Service, and separate charge in the amount set out in the Fees and Charges By-Law will thereinafter be imposed on the person or property owner.

10. **Collection of Fees**:

a) Required information including at a minimum the name of the person or property owner and the address will be collected by the Fire Service.

b) Fees and charges shall be invoiced and collected by the Town of Essex. Invoices shall be dated on the date of printing and mailed within five (5) business days of the date of printing. Unless otherwise specified, all fees and charges collectable shall be due and payable at the time of invoicing.

c) In the event that the person or property owner fails to pay a fee within thirty (30) days of invoicing, the Town of Essex will take appropriate steps in relation to collection thereof which may include civil action and/or the addition of the fee or charge to the municipal tax roll for any real property in the municipality to be collected in a like manner as municipal taxes.

11. **Volunteer Firefighter Employment:**

a) 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 Appendix "A" attached hereto and forming part of this By-law, and subject to Approved hiring policies.

b) The employment of Volunteer Firefighters shall be governed by the Volunteer Firefighters Terms and Conditions of Employment as set out in the Appendix "C" attached hereto and forming part of this by-law.

12. **Obstruction**:

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*.

13. **Severability**:

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.

14. **Repeal**:

a) By-law No. 2012, as amended, of the Corporation of the Town of Essex by and is hereby repealed.

b) Notwithstanding Section 39, 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. 2012, 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.

15. **Force and Effect**:

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 August 11, 2025.

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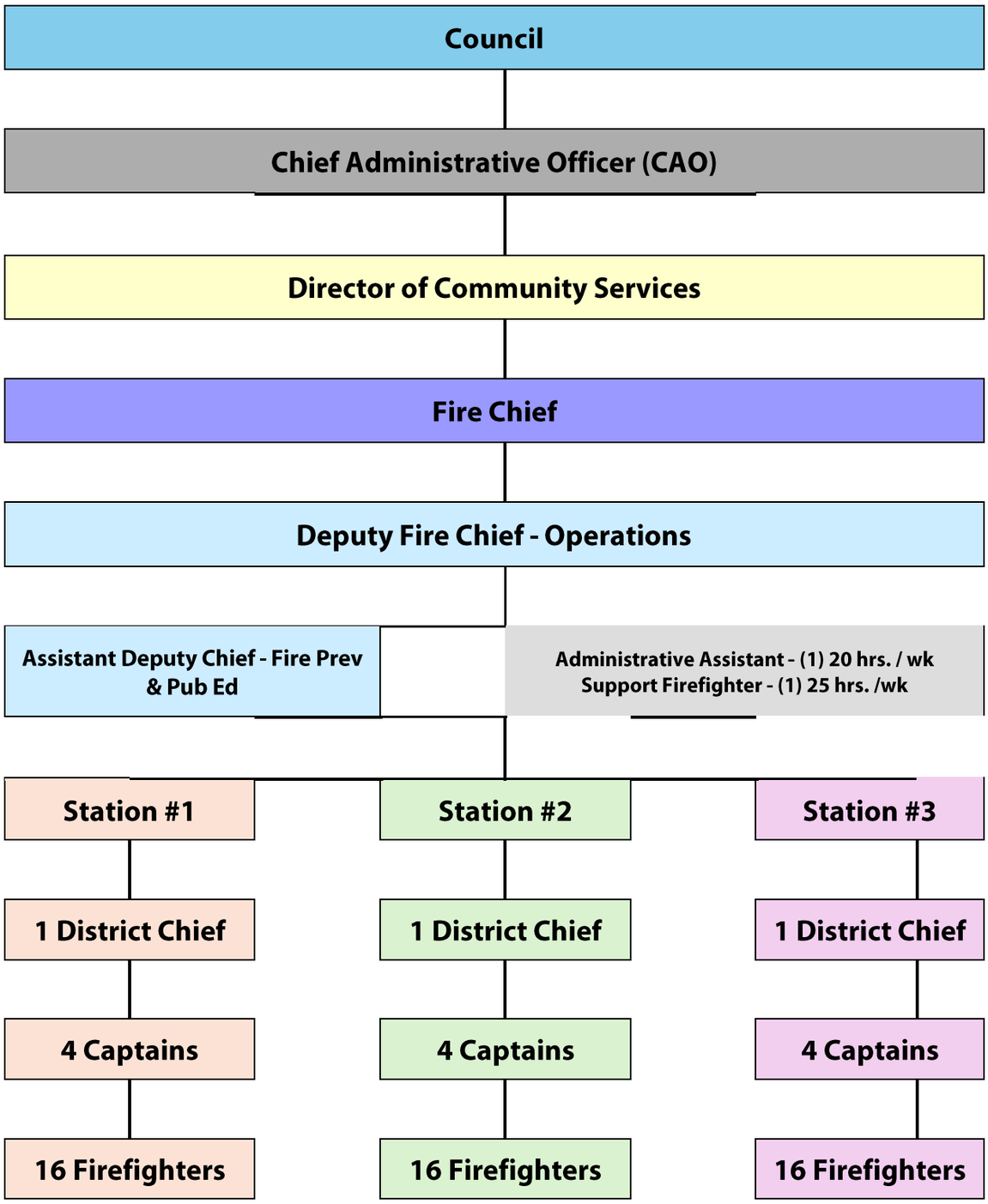
Mayor

_____

Clerk

Appendix "A" By-law No. 2461

Essex Fire and Rescue Organizational Chart:



Appendix "B"

By-law No. 2461

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 Medial 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.

a) 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.

b) 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 the best efforts shall be provided in accordance to NFPA 1001 Level II, Standard for Fire Fighter Professional Qualifications.

B.1.6 Marine Firefighting Services:

- Marine firefighting services 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 the 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 County of Essex / Essex, Windsor, Emergency Medical Services and the Town of Essex. As set out in Appendix "D" attached hereto and forming part of this By-law.
- Service shall be delivered in accordance with local medical direction, which involves reviewing the current guidelines from the International Liaison Committee on Resuscitation, the Ministry of Health and Long-Term Care Standards of Practice in Resuscitation, the Ontario Base Hospital Group protocols, and guidance from 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:

- Carbon Monoxide Incidents – Response shall be provided to carbon monoxide alarms and emergencies.

- 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 by providing 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 on the King's Highway of Ontario, known as Highway 3.

- Costs associated with the 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 or Provincial Hazmat Response Team upon request through Provincial Emergency Operations Centre (PEOC).

B.1.19 Water and Ice Rescue Services

- 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 of 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,
- 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.
- Swift Water Rescue – Service shall be provided at the Technician Level in accordance with the NFPA 1670 standard.
- Ice Rescue – Service shall be provided at the Technician Level in accordance with the NFPA 1670 standard.
- Recovery services to retrieve animals, property, or human remains by entering or onto a body of water, or onto ice over a body of water, shall not be provided by the Fire Department.
- Watercraft Search and Rescue – shall be provided by the Joint Rescue Coordination Center/ Canadian Coast Guard 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 Services that 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. This service is provided upon request through the Provincial Emergency Operations Centre (PEOC).

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 (PEOC) 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 (PEOC) upon request.

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

- Service shall be provided at the Awareness Level in accordance with 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.

- Cave, Mine and Tunnel Rescue Services – shall be provided by contacting the Provincial Emergency Operations Centre (PEOC) upon request.

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 – shall be limited to providing such technical rescue services at the Awareness Level in accordance with the NFPA 1670 standard, and Operations or Technician Levels shall not be provided by the Fire Department.

- Confined Space Rescue – shall be limited to providing such technical rescue services at the Awareness Level in accordance with the NFPA 1670 standard, and Operations or Technician Levels shall not be provided by the Fire Department.

- These services defined in B.1.25 involving Rope and Confined Space Rescues shall be provided by contacting the Provincial Emergency Operations Centre (PEOC) 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) Conducting Temporary Farm Workers inspections.

g) Systems checking, testing and approval.

h) Enforcing code compliance.

i) Enforcing municipal by-laws.

j) Issuing permits.

k) Preparing reports and issuing written responses to requests.

l) Fire Safety Plan Reviews

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.

Appendix "C"

By-law No. 2461

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.

Appendix "D"

By-law No. 2461

MEDICAL TIERED RESPONSE AGREEMENT

BETWEEN:

The Corporation of the County of Essex,
operating as Essex-Windsor Emergency Medical Services
("**EWEMS**")

-and-

The Corporation of the City of Windsor, the Corporation of the Town of Essex, the Corporation of the Town of LaSalle, the Corporation of the Municipality of Lakeshore, the Corporation of the Town of Kingsville, the Corporation of the Town of Tecumseh, the Corporation of the Municipality of Leamington, and the Corporation of the Town of Amherstburg
(collectively "**Fire Services**")

WHEREAS the Medical Tiered Response Agreement ("**Agreement**") defines the criteria for EWEMS to obtain or request from Fire Services a coordinated response ("**Tiered Medical Response**") to the emergency call types set out in this Agreemen and terms and conditions surrounding funding and training provided by EWEMS to Fire Services related to Tiered Medical Response services.

AND WHEREAS it is understood and agreed that the Windsor Central Ambulance Communications Centre ("**CACC**") is the communication link between EWEMS and Fi Services for Medical Tiered Response services, and that Windsor CACC will not be held responsible for any associated financial cost with the application, performance, or interpretation of the Agreement.

AND WHEREAS it is understood and agreed that Fire Services will respond to Medic Tiered Response requests as part of their responsibilities identified in the *Fire Protection and Prevention Act, 1997* and any other applicable federal, provincial or municipal legislation or by-laws, as amended (collectively "**Applicable Legislation**"), As a result, the Agreement is separate from and sets out requirements in addition to Fire Services' requirements under Applicable Legislation.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration and the sum of two dollars ($2.00 CAD) now paid by each of the Parties to the other, the sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

1. Definitions

1.1. The Parties agree that the Agreement will set out essential terms which will govern the Parties' collaboration with respect to Tiered Medical Response.

1.2. The terms throughout this Agreement appearing with the first letter capitalized or bolded will have the meanings as assigned to them or as defined below:

Airway Obstruction means the partial or complete blockage of the breathing passages to the lungs. Without intervention, airway obstruction will lead to Cardiac Arrest or Respiratory Arrest.

Cardiac Arrest means the sudden, unexpected loss of heart function (pulse rate), breathing (respiratory rate) and consciousness (awareness of self and surroundings).

Code Status Black means the number of available ambulances is zero (0) or less throughout the mainland service area. "Or less" indicates that emergency responses for Critical Injury are being delayed greater than 15 minutes. (Fire services will be tiered for emergency responses (life or limb) when the expected arrival of an EMS resource is greater than 15 minutes or while in code black.)

Critical Injury means an injury that places life or limb in jeopardy including but not limited to:

- Possibility of substantial loss of blood;
- Amputation of leg, arm, hand, or foot;
- Burns to major portion of body;
- Unconsciousness/unresponsiveness;
- Fracture of a leg, arm, hand, or foot; or
- Possibility of loss of sight in one or both eyes.

Home Pronouncement Plan (E.D.I.T.H) means an expected death in the home protocol which has been completed by a physician or a nurse practitioner.

Industrial Accident with Critical Injury means an injury at an industrial or construction setting is or is perceived to be a Critical Injury or involves entrapment. Note that Ford Canada, accessed from Henry Ford Boulevard is not included in Windsor Fire & Rescue Response area.

Motor Vehicle Collision (MVC) means a collision of a vehicle with another vehicle or other property, a person, or an animal where it is known to have or require one or more of the following:

- entrapment of occupants where extraction or stabilization of the scene or vehicle is required;
- hazards including but not limited to electrical wires down, vehicle fluids leaking, natural gas leaks, and ice or water rescue; or
- Posted speed limit is equal to or exceeds 80 km per hour.
- Roadside scene safety concerns are identified or anticipated ex. (high traffic, severe weather, debris etc.)
- Air bag deployment.

Respiratory Arrest means the sudden, unexpected loss of breathing (respiratory rate) and consciousness (awareness of self and surroundings).

Unconscious/Unresponsive means the lack of ability to notice or respond to verbal/painful stimuli in the environment. Without intervention, may lead to Cardiac/Respiratory Arrest.

2. Tiered Medical Response

2.1. Subject articles 3 and 4 of the Agreement, Fire Services shall provide Tiered Medical Response services to EWEMS at no cost as follows:

2.1.1. For (a) Cardiac Respiratory Arrest, (b) Airway Obstruction, (c) Unconscious/ Unresponsive, (d) Industrial Accident/Critical Injury, (e) MVC, and/or (f) Code Status Black emergency calls as specified in "**Appendix 1**", forming part of the Agreement; or

2.1.2. Where EWEMS paramedics are on the scene of an emergency call and request assistance from Fire Services for the following but not limited to:

- Lift assistance that overwhelms the resources of EWEMS;
- Extrication that requires the expertise and resources of Fire Services;
- Access and/or egress to the scene that requires the expertise and resources of Fire Services;
- A MVC that is not identified as such upon receipt of response;
- A Hazardous scene; or
- A Multi-casualty incident that overwhelms the resources of EWEMS.

3. Exceptions

3.1. Fire Services shall not provide Tiered Medical Response services when the following apply:

3.1.1. CACC is made aware by the caller that the patient has a Do Not Resuscitate Validity Form or Home Pronouncement Plan (E.D.I.T.H); or

3.1.2. The response is to an organization, facility, or entity listed in "**Appendix 2**", forming part of the Agreement, where staff at the organization, facility, or entity are able to provide the same or higher levels of service than Fire Services.

4. Disclosure

4.1. The Agreement recognizes that Fire Services may not be able to respond when occupied with a fire or for any other reason as determined by each Fire Services' senior on-duty fire officer. Further, the Fire Services' response is based upon circumstances and resources available at the time of the occurrence. Fire Services Dispatch will notify Windsor CACC when Fire Services is unable to respond.

5. Reporting

5.1. Fire Services will complete Medical Assist Reports ("**MARs**") each time they provide Medical Tiered Response services under the Agreement. Completed MARs must be submitted to EWEMS electronically with biometric data (if applicable) within 24 business hours through the established process by each Fire Service with EWEMS in writing.

5.2. Fire Services acknowledge and agree that EWEMS may conduct audits of MARs and biometric data for quality assurance purposes at any time, and Fire Services agree to cooperate fully with EWEMS' audits. Audit findings will be shared with each of the Fire Services, as applicable, and the Local Medical Director for the Southwest Ontario Regional Base Hospital Program ("**Local Medical Director**").

6. Liaison Officer

6.1. Each of the Fire Services will designate an individual to serve as the EWEMS Liaison Officer and advise EWEMS of the name, position, and contact information for their EWEMS Liaison Officer. EWEMS will designate a Captain to serve as the Fire Resource Officer and will advise each of the Fire Services the name, position, and contact information of the Fire Resource Officer.

7. Defibrillator Grant

7.1. For the term of the Agreement, EWEMS will grant the Fire Services One Thousand, Five-Hundred dollars ($1,500) per year for each defibrillator that is in use for Tiered Medical Response services (the "**Grant**"). The Grant is intended to support ongoing preventative maintenance programs and replacement of defibrillators in use for Tiered Medical Response services.

7.2. At the commencement of each calendar year, each of the Fire Services must submit an inventory list of defibrillators in use for Tiered Medical Response services, and any enhancements required for the listed defibrillators within the same calendar year, to determine eligibility for the Grant.

7.3. Despite the foregoing, the Parties acknowledge and agree that each of the Fire Services' defibrillators remain the property of the Fire Services. As such, the Fire Services are responsible for any maintenance, repairs, replacement and/or enhancements of their defibrillators, at their own cost, and are solely responsible for implementing and maintaining a Preventative Inspection Program ("**PIP**") where applicable with the appropriate manufacturer. Fire Services must provide reports regarding their PIP to EWEMS on an annual basis upon request.

7.4. EWEMS will provide any manufacturer contact information in its possession related to the defibrillators to Fire Services upon request and with the manufacturers' permission, and EWEMS will advise Fire Services of any decisions made related to its defibrillators to assist in ensuring compatibility with Fire Services' defibrillators and fiscal prudence for all Parties.

8. Equipment/Supplies

8.1. In addition to the Grant, EWEMS will supply at its cost the following equipment or supplies used by Fire Services for Tiered Medical Response:

- Medical oxygen cylinders;
- Adult and Pediatric Defibrillator Pads (Zoll defibrillator pads only);
- Oxygen Masks;
- Bag Valve Masks;
- Hepa Filters;
- Oropharyngeal airways;
- Burn gel dressings; and

- Suction canisters (collectively "**Supplies**").

8.2. When Supplies are required because they have been used or are due to expire, Fire Services must request replacement Supplies by contacting the EWEMS Equipment Maintenance Supervisor and providing any required information including CACC Medical Run Numbers. For clarity, EWEMS will not consider a request for Supplies to be made or received without the applicable CACC Medical Run Number.

8.3. The Fire Services will not and will ensure that their staff do not request or take Supplies from any in-service EWEMS resources or staff while on scene of an emergency call.

8.4. For Supplies that are due to expire, EWEMS will replace any such Supplies at its cost provided Fire Services make their request no later than six (6) months prior to the expiry date of the Supplies. Fire Services will be responsible for all costs associated with the replacement of Supplies where their request is made less than six (6) months from the applicable expiry date.

8.5. If requested by the Fire Services, EWEMS will share vendor lists and pricing in its possession and with the vendors' permission to ensure the Fire Services experience the same pricing template as EWEMS.

9. Training

9.1. The Parties agree that the Local Medical Director, in collaboration with EWEMS and Fire Services, will review the current International Liaison Committee On Resuscitation ("**ILCOR**") guidelines, the current Ministry of Health and the Ministry of Long-Term Care ("**MOH&LTC**") Standards of Practice in Resuscitation, the Ontario Base Hospital Group ("**OBHG**") protocols, and the direction of the Provincial Medical Advisory Committee ("**MAC**"), as amended, to develop and/or oversee a resuscitation training curriculum to be delivered to the Fire Services (the "**Training Curriculum**").

9.2. EWEMS will, at its cost, facilitate an annual training session that is consistent with the Local Medical Director's Training Curriculum for each of the Fire Services' designated training leads ("**Annual Training Session**") that will, at a minimum, include training with respect to:

- Choking;
- Oxygen and airway management;
- Cardiac arrest management;
- Self-administered medications;

- Changes to Paramedic practice; and
- Topics identified by Fire Services.

9.3. Each of the Fire Services may elect to participate in Auxiliary Skills training, such as naloxone administration, which will be provided during the Annual Training Session. Fire Services must advise EWEMS of their desire for Auxiliary Skills training at least three (3) months in advance of the Annual Training Session.

9.4. The Parties acknowledge and agree that the Annual Training Session is a 'train-the-trainer' program and each of the Fire Services are solely responsible for ensuring that all of their active duty firefighters receive the training that was provided in the Annual Training Session through their established internal processes, with their own trainers, and at their cost.

9.5. Each of the Fire Services will maintain records of attendance and any associated documents related to the training of their active duty firefighters and will provide these records to EWEMS at the completion of the training. In addition, each of the Fire Services will provide EWEMS with an attestation by December 31 of each year certifying that all of their active duty firefighters received the training provided in Annual Training Session in that calendar year.

10. Insurance Coverage

10.1. Each of the Parties represent and warrant that they have and will maintain for the term of the Agreement at their own cost all the necessary and appropriate insurance that a prudent person carrying out the services set out in the Agreement would maintain including, but not limited to, motor vehicle liability insurance and commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, each of which has an inclusive limit of not less than $5,000,000 per occurrence.

11. Mutual Indemnity

11.1. The Fire Services agree that they shall indemnify and save harmless the Corporation of the County of Essex and EWEMS and each of their respective councillors, officers, directors, employees, servants, contractors, agents, and volunteers from any liability, costs, demands, damages, expenses, fees, disbursements, claims, actions, applications, prosecutions, suits, settlements, judgments, fines, penalties, and proceedings, whatsoever, arising out of or in any way related to the Fire Services' obligations under this Agreement, by whomsoever made, sustained, brought, or prosecuted in any manner, whatsoever, except to the extent that such claims are caused by the negligence or willful misconduct of EWEMS or any of their councillors, officers, directors,

employees, servants, contractors, agents, or volunteers.

11.2. The Corporation of the County of Essex and EWEMS agrees that it shall indemnify and save harmless the Fire Services and each of their respective councillors, officers, directors, employees, servants, contractors, agents, and volunteers from any liability, costs, demands, damages, expenses, fees, disbursements, claims, actions, applications, prosecutions, suits, settlements, judgments, fines, penalties, and proceedings, whatsoever, arising out of or in any way related to EWEMS' obligations under the Agreement, by whomsoever made, sustained, brought, or prosecuted in any manner, whatsoever, except to the extent that such claims are caused by the negligence or willful misconduct of Fire Services or any of their councillors, officers, directors, employees, servants, contractors, agents, or volunteers.

12. Confidentiality

12.1. The Parties will comply with all applicable privacy law and regulations in the performance of the Agreement and they will ensure that all information received under this Agreement is kept strictly confidential and receives the same level of protection as their own confidential information and, in any event, no less protection than is reasonable in the circumstances.

12.2. The Parties expressly acknowledge and agree that any information collected by EWEMS and/or the Fire Services under this Agreement is subject to the provisions of the *Municipal Freedom of Information and Protection Act* ("***MFIPPA***"), as amended, and as such the information collected pursuant to this Agreement may be subject to disclosure in accordance with the provisions of the said *MFIPPA* or as required by a Ministry of the Government of Ontario.

12.3. The Parties expressly acknowledge and agree that any personal health information collected by EWEMS and/or the Fire Services under this Agreement is subject to the provisions of the *Personal Health Information Protection Act, 2004* ("***PHIPA***"), as amended, and agree to handle any and all personal health information in accordance with the provisions of *PHIPA*.

12.4. The Parties acknowledge and agree that if they are asked or required to disclose any information they receive from another Party under the Agreement, they will advise the other Party of the request or requirement to disclose information prior to the disclosure, if at all possible, and will assist the Party in any efforts to object to the disclosure.

13. Term and Termination

13.1. The term of this Agreement is one (1) year commencing on June 1, 2025 and ending on May 31, 2026. Thereafter, the Agreement will automatically renew for

successive one-year terms, on the same terms and conditions, unless any Party gives written notice to the others of their intention not to renew at least sixty (60) days prior to the end of the term then in effect. The Parties agree to review the terms and conditions of this Agreement upon request of any Party, which will be discussed by the Parties at the next scheduled meeting of the Fire Chiefs.

13.2. Notwithstanding section 13.1 of this Agreement, a Party to this Agreement may withdraw from participation by giving the other Parties sixty (60) days of written notice of same. In addition, the Agreement will be terminated with respect to a Party effective immediately if they cease to provide emergency medical care services. Finally, the Parties acknowledge and agree that the Agreement will terminate effective immediately if Council for the Corporation of the County of Essex ("**Council**") withdraws approval for or otherwise terminates the Grant.

13.3. For clarity, if any of the Fire Services withdraws from participation in the Agreement, the Agreement will continue to apply in full force and effect to the remaining Parties. However, the Agreement will terminate as a whole, as set out above in section 13.2, if EWEMS withdraws from participation in the Agreement or Council withdraws approval for or otherwise terminates the Grant.

13.4. The Parties acknowledge and agree that there may be corporations or other entities that wish to become parties to the Agreement in the future and, if any corporation or entity agrees to comply with the terms and conditions of this Agreement and can be reasonably expected to do so, the Parties will not unreasonably withhold their consent to amend the Agreement accordingly.

14. Notice

14.1. Any notice to be given under this Agreement shall be sufficiently given if delivered by hand or if sent by prepaid first-class mail and addressed as specified in **Appendix "3".**

15. General

15.1. The Parties are not, by virtue of this Agreement or otherwise, made agents, employees, or joint ventures of one another, nor are the councillors, officers, directors, employees, volunteers, or agents (hereinafter referred to as "**Personnel**") of one Party deemed to be Personnel of any other Party. Each Party is solely responsible for paying any compensation, benefits, remittances, taxes, and workers' compensation coverage for their Personnel and they are solely responsible all matters concerning job duties, discipline, training, termination, and similar matters concerning their Personnel.

15.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any prior understandings,

written or oral, between the parties with respect to same. The Agreement may only be modified by written agreement of all Parties.

15.3. The rights and liabilities of the parties shall enure to the benefit of and be binding upon the Parties and each of their respective successors and approved assigns. No Party will assign or apportion this Agreement, in whole or in part, without the written consent of the other parties, which consent will not be unreasonably withheld.

15.4. The Agreement will be construed in accordance with and governed by the laws of the Province of Ontario. In the event that a court of competent jurisdiction holds that any provision of this Agreement is invalid, void, or unenforceable, the other provisions of this Agreement will remain in full force and effect and will not in any way be affected, impaired or invalidated unless to do so would substantially destroy the fundamental purposes of this Agreement or substantially and unfairly alter the respective burdens and benefits to the Parties.

15.5. The Parties will not be deemed to be in violation of this Agreement if they are prevented from providing services hereunder due to any event that is (1) beyond their control and (2) makes their performance under this Agreement impossible or so impractical as reasonably to be considered possible in the circumstances including, but not limited to, strikes, civil disturbance, war, natural disasters, or acts required in compliance with any law or governmental regulation.

15.6. Any applicable definitions, articles 5, 11, 12 and 15, section 9.5, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of termination of the Agreement.

[The remainder of this page 10 is intentionally blank with section 15.7 and the signing pages continuing at page 11 of the Agreement]

15.7. This Agreement may be executed electronically, which shall be deemed to be an original signature for all purposes. In addition, this Agreement may be executed in counterparts, each of which together shall constitute the entire fully executed Agreement.

Corporation of the County of Essex operating as Essex-Windsor Emergency Medical Services

Signed on this _____day of ____ 2025

_____
Name:
Title:

_____
Name:
Title:

I/we have authority to bind the corporation

The Corporation of the City of Windsor

Signed on this _____day of ____ 2025

_____
Name:
Title:

_____
Name:
Title:

I/we have authority to bind the corporation

The Corporation of the Town of Essex

Signed on this _____day of ____ 2025

_____
Name:
Title:

_____
Name:
Title:

I/we have authority to bind the corporation

The Corporation of the Town of LaSalle

Signed on this _____day of ____ 2025

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Name:
Title:

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Name:
Title:

I/we have authority to bind the corporation

The Corporation of the Municipality of Lakeshore

Signed on this _____day of ____ 2025

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Name:
Title:

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Name:
Title:

I/we have authority to bind the corporation

The Corporation of the Town of Kingsville

Signed on this _____day of ____ 2025

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Name:
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I/we have authority to bind the corporation

The Corporation of the Town of Tecumseh

Signed on this _____day of ____ 2025

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Name:
Title:

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Name:
Title:

I/we have authority to bind the corporation

The Corporation of the Municipality of Leamington

Signed on this _____day of ____ 2025

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Name:
Title:

_____
Name:
Title:

I/we have authority to bind the corporation

The Corporation of the Town of Amherstburg

Signed on this _____day of ____ 2025

_____
Name:
Title:

_____
Name:
Title:

I/we have authority to bind the corporation

APPENDIX 1

RESPONSE CRITERIA TABLE

Fire Service	Cardiac Respiratory Arrest	Airway Obstruction	Unconscious Unresponsive	Industrial Accident / Critical Injury	MVC	EMS Code Black Status	When requested by Paramedics
Windsor*	✓	✓	✓	✓	✓	✓	✓
Lakeshore	✓	✗	✗	✓	✓	✓	✓
LaSalle	✓	✗	✗	✓	✓	✓	✓
Amherstburg	✓	✗	✗	✓	✓	✓	✓
Essex	✓	✗	✗	✓	✓	✓	✓
Kingsville	✓	✗	✗	✓	✓	✓	✓
Tecumseh	✓	✗	✗	✓	✓	✓	✓
Leamington	✗	✗	✗	✗	✗	✗	✓

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

Airway Obstruction means the partial or complete blockage of the breathing passages to the lungs. Without intervention, airway obstruction will lead to Cardiac Arrest or Respiratory Arrest.

Cardiac Arrest means the sudden, unexpected loss of heart function (pulse rate), breathing (respiratory rate) and consciousness (awareness of self and surroundings).

Code Status Black means the number of available ambulances is zero (0) or less throughout the mainland service area. "Or less" indicates that emergency responses for Critical Injury are being delayed greater than 15 minutes. (Fire services will be tiered for emergency responses (life or limb) when the expected arrival of an EMS resource is greater than 15 minutes while in code black.)

Critical Injury means an injury that places life or limb in jeopardy including but not limited to:

- Possibility of substantial loss of blood;
- Amputation of leg, arm, hand, or foot;
- Burns to major portion of body;
- Unconsciousness/unresponsiveness;
- Fracture of a leg, arm, hand, or foot; or
- Possibility of loss of sight in one or both eyes.

Industrial Accident with Critical Injury means an injury at an industrial or construction setting is or is perceived to be a Critical Injury or involves entrapment. Note that Ford Canada, accessed from Henry Ford Boulevard is not included in Windsor Fire & Rescue Response area.

Motor Vehicle Collision (MVC) means a collision of a vehicle with another vehicle or other property, a person, or an animal where it is known to have one or more of the following:

- entrapment of occupants where extraction or stabilization of the scene or vehicle is required;
- hazards including but not limited to electrical wires down, vehicle fluids leaking, natural gas leaks, and ice or water rescue; or
- Air bag deployment.

Respiratory Arrest means the sudden, unexpected loss of breathing (respiratory rate) and consciousness (awareness of self and surroundings).

Unconscious/Unresponsive means the lack of ability to notice or respond to verbal/painful stimuli in the environment. Without intervention, may lead to Cardiac/Respiratory Arrest.

EWEMS Resource Deployment means balanced emergency coverage. This is when a minimum of eleven (11) ambulances are strategically located in the eleven (11) mainland ambulance stations located throughout the region.

Compromised EWEMS Resource Deployment means resources are depleted to less than eleven (11), such that balanced emergency coverage is compromised. At this point resources are deployed in a strategic manner to maintain adequate coverage for the region.

Code Status Yellow means the number of available ambulances is greater than or equal to four (4) and up to or equal to ten (10) throughout the mainland service area. (No code status based tiering required.)

Code Status Red means the number of available ambulances is greater than zero (0) but less than or equal to three (3) throughout the mainland service area. (No code status based tiering required.)

Code Status Black means the number of available ambulances is zero (0) or less throughout the mainland service area. "Or less" indicates that emergency (life or limb) responses are being delayed greater than 15 minutes. (Fire services will be tiered for emergency responses (life or limb) when the expected arrival of an EMS resource is greater than 15 minutes while in code black.)

APPENDIX 2

EXCLUDED ORGANIZATIONS, FACILITIES AND LOCATIONS

The Agreement is not intended to apply to the following organizations, facilities, and locations:

- Long-term care facilities;
- Health care facilities;
- Doctor Offices;
- Dentist Offices;
- Family Health Teams;
- Nurse Practitioner Led Offices;
- Hospitals;
- Hospice; and
- Community Health Centres.

APPENDIX 3

EWEMS:

County of Essex o/a Essex-Windsor Emergency Medical Services
360 Fairview Avenue, West Essex, Ontario, N8M 1Y6
Tel: (519)776-6441 ext.1338
Attention: County Clerk

The Corporation of the City of Windsor:

The Corporation of the Town of Essex:

The Corporation of the Town of LaSalle:

The Corporation of the Municipality of Lakeshore:

The Corporation of the Town of Kingsville:

The Corporation of the Town of Tecumseh:

The Corporation of the Municipality of Leamington:

The Corporation of the Town of Amherstburg