

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BY-LAW NO. 2026-51

BEING a by-law to establish and regulate the Corporation of the Township of the Rideau Lakes Fire and Rescue.

WHEREAS Section 2 of the *Fire Protection and Prevention Act* requires every municipality to establish a program which must include public education with respect to fire safety and certain components of fire prevention, and to provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances;

AND WHEREAS Section 5 of the *Fire Protection 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 the health, safety and well-being 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 the *Municipal Act* or any other act, or under a by-law under the *Municipal Act* 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 to the tax roll and collecting them in the same manner as property taxes;

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

NOW THEREFORE the Council of the Corporation of the Township of Rideau Lakes hereby enacts as follows:

Definitions

1. In this by-law, unless the context 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 Township of Rideau Lakes.
- (d) **Council** means the Council of the Township of Rideau Lakes.
- (e) **Deputy Fire Chief** means a person appointed by Council to act on behalf of the Fire Chief of the Fire Department in the case of an absence or vacancy in the office of the Fire Chief and who is responsible for such other duties as the Fire Chief may assign.
- (f) **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.
- (g) **Fire Chief** means the person appointed by Council to act as fire chief for the Corporation and who is ultimately responsible to Council as set out in the Fire Protection and Prevention Act.
- (h) **Fire Code** means Ontario Regulation 213/07, as amended, and any successor regulation.
- (i) **Fire Department** means the fire department for the Township of Rideau Lakes.
- (j) **Fire Protection and Prevention Act** means the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4, as amended, and any successor legislation.
- (k) **Fire Protection Services** include fire suppression, rescue and emergency services, fire prevention, public fire safety education, mitigation, prevention and safety education of the risk created by unsafe levels of carbon monoxide, communications, training of personnel involved in the provision of Fire Protection Services, and the delivery of all those services.
- (l) **Limited Service** means a variation of service significantly differentiating from the norm as a result of extenuating circumstances, such as deployment of Volunteer (Paid on Call) 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, water access only, limitations by service providers through automatic aid agreements or extraordinary hazards or unsafe conditions.
- (m) **Member** means any person employed by, appointed to, the Fire Department and assigned to undertake Fire Protection Services, and includes Officers, Volunteer (Paid on Call) Firefighters, Support Members, Chaplains, and administrative staff.
- (n) **Municipal Act** means the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, and any successor legislation.
- (o) **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.
- (p) **NFPA stands for National Fire Protection Association**
- (q) **Officer** means Fire Chief, Deputy Fire Chief, District Chief, station Captain, Lieutenant, or any person designated by the Fire Chief to act as an Officer of the RLFR.
- (r) **RLFR means Rideau Lakes Fire and Rescue**
- (s) **Township** means The Corporation of the Township of Rideau Lakes.
- (t) **Support Firefighter** means a person who is appointed to provide certain limited functions in support of the delivery of Fire Protection Services approved by the Fire Chief.

- (u) **Volunteer (Paid on Call) Firefighters means** a person who provides Fire Protection Services voluntarily or for nominal consideration, honorarium, or training or activity allowance, Includes Support Members.

Fire Department Establishment

- 2. The Fire Department for the Township of Rideau Lakes is to be known as the Rideau Lakes Fire and Rescue is hereby established, and the head of the Fire Department shall be known as the Fire Chief.

Structure

- 3. Council shall appoint a Fire Chief who shall be the highest-ranking Officer of the Fire Department.
- 4. In addition to the Fire Chief, the Fire Department may consist of a Deputy Chief, Training Officer, a Fire Prevention Officer, Public Education Officer/Instructor, District Chiefs, Station Captains, Captains, Lieutenant Volunteer (Paid on Call) Firefighters, Support Members and or other Members as deemed necessary and appointed by the Fire Chief to provide Fire Protection Services.
- 5. 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.

Approved Services and Programs

- 6. 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 form part of this by-law.

Limited Service

- 7. In consideration of the reliance by the Fire Department on the response of Volunteer (Paid on Call) 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 Schedule "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.
- 8. Remote areas such as islands will not receive the approved services as specified and listed in Schedule B year-round from RLFR. Upon request, the Fire Department will provide public education on possible fire suppression options for remote property owners to consider increasing their fire safety. The Fire Department will respond to the nearest public access point near the remote property upon an emergency, and stage there to prevent extension and/or until the incident is stabilized. This is subject to any Fire Protection agreements approved by Council.
- 9. The Corporation shall accept no liability for the provision of a Limited Service by the Fire Department as reasonably necessary.

Responses Outside the Limits of the Municipality

- 10. 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 Marshall 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.

Fire Chief Responsibilities and Authority

11. The Fire Chief shall be ultimately responsible to Council as set out in subsection 6(3) of the Fire Protection and Prevention Act 1997 for the proper administration and operation of the Fire Department, including delivery of Approved services and programs.
12. 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. Further, the Fire Chief shall have the authority to delegate duties relating to operational activities.
13. Without limiting the generality of the foregoing, the Fire Chief shall be authorized and responsible for:
 - (a) Performing all statutory duties of the Fire Protection and Prevention Act 1997, 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 1997 and in accordance with the provisions established by the Emergency Management and Civil Protection 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, 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.
 - (e) Recommending 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, operating procedures and guidelines, general orders and department rules, and other measures as 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, 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 in accordance with the annual approved budget
 - (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 Township and other municipalities.

- (k) In Consultation with the CAO, determine and establish the qualifications and criteria for employment or appointment, promotions and the duties and responsibilities of all Members of the Fire Department.
 - (l) In Consultation with the CAO Appoint, subject to Approved hiring practices as laid out by the Fire Chief, of any qualified person as a Member of the Fire Department.
 - (m) In Consultation with the CAO 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 Ontario Fire Code O.Reg 213/07, reporting all fires to the Fire Marshal, and complying with all Fire Marshal's directives as mandated by the Fire Protection and Prevention Act 1997.
 - (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 1997, or other applicable regulation or statute.
 - (q) Preparing and presenting annual 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, or the Mayor via Strong Mayor Power legislation and effectively administering, monitoring, and controlling the Fire Department operating and capital budgets.
14. The Fire Chief shall be responsible for and act as a resource for the Township of Rideau Lakes Emergency Management Program, and assist with the preparation, implementation, and maintenance of the municipal Emergency Plan pursuant to the *Emergency Management and Civil Protection Act* as required.
15. 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

16. The Fire Chief shall exercise all powers and duties prescribed by the *Fire Protection and Prevention Act 1997* 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.
17. 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 and any other by-law designated to him/her.
 - (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 1997*.
- (e) Taking any and all steps as set out in Parts V, VI and VII of the *Fire Protection and Prevention Act 1997*.

18. As set out in the *Fire Protection and Prevention Act 1997*, the Fire Chief may delegate any of his/her powers or duties to the Chief Designate 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

- 19. If as the 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 municipality for taking such actions from the owner of the property on which the fire or other emergency occurred.
- 20. 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 1997* in accordance with the fees prescribed by the applicable Fees and Charges By-law of the Corporation from time to time.
- 21. A fee imposed upon a person under this by-law, including any 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.
- 22. 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 registered name of the owner and collect the fee, including penalty and interest, in like manner as municipal taxes.

Volunteer (Paid on Call) Firefighters Employment

- 23. The Fire Chief may appoint, from time to time, any eligible person as a Volunteer (Paid on Call) Firefighters 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.
- 24. The employment of Volunteer (Paid on Call) Firefighter shall be governed by the Volunteer (Paid on Call) Firefighters Terms and Conditions of Employment as set out in Schedule "C" attached hereto and forming part of this by-law.

Obstruction

- 25. 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 1997*.

Offences

- 26. 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

- 27. 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.

Legal

- 28. That Schedules “A”, “B” and “shall form part of this by-law.
- 29. That any other By-Laws, Resolutions, Motions or actions of Council that are in contravention of this By-Law are hereby repealed,
- 30. Notwithstanding Section 29, the appointments of the Fire Chief and any or all other Members of the Fire Department under the provisions of by-laws 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. This By-Law shall come into force and effect on the day it is passed.

Read a first and second time, the short way, this 4th day of May, 2026.

Arie Hoogenboom, Mayor

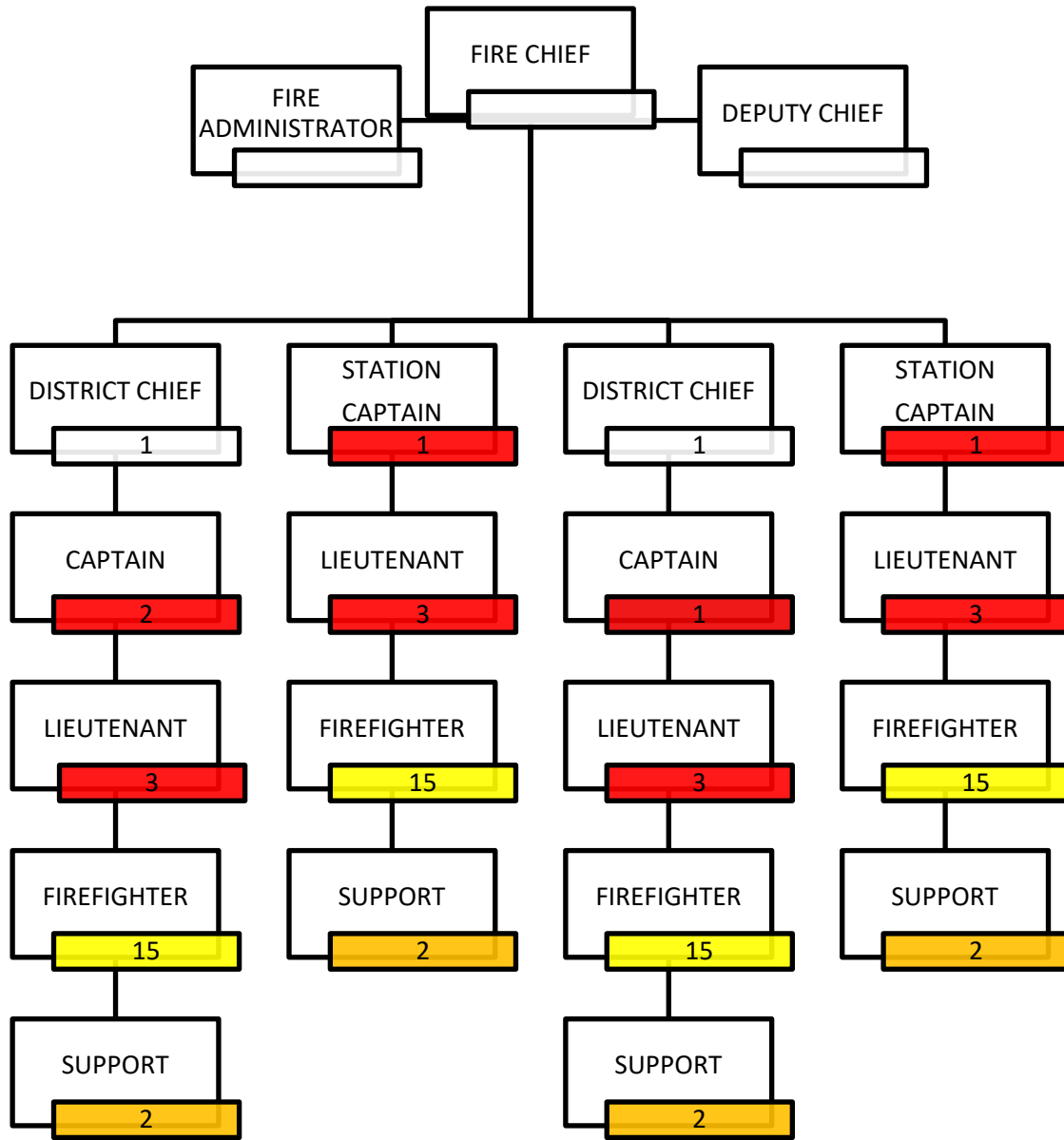
Mary Ellen Truelove, Clerk

Read a third time and finally passed this ____ day of _____, 2026.

Arie Hoogenboom, Mayor

Mary Ellen Truelove, Clerk

Schedule "A"
RIDEAU LAKES FIRE & RESCUE ORGANIZATIONAL FLOW CHART



Numbers are for representation only and can change based on departmental needs.

Schedule "B"

FIRE RESCUE & EMERGENCY SERVICES APPROVED SERVICES AND PROGRAMS

The Fire Department shall provide the following services approved by the Fire Chief and/or delegated in total or in part programs through the Administration, Prevention and Training.

B.1 EMERGENCY RESPONSE

B.1.1 Basic Firefighting Services:

The Fire Department shall respond to fires, alarms of fire, and pre-fire conditions to provide fire suppression services, and shall exercise best efforts to conform to the most recent edition of NFPA 1720, 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.
- (b) *Interior Search and Rescue* – Shall be provided when possible and as appropriate in accordance with the following:
 - (i) Service shall be provided to search for and rescue endangered, trapped or potentially trapped persons within the structure.
 - (ii) Service shall be provided only when, in the opinion of the Fire Chief or most senior Officer in charge, all the following are true:
 - (1) A scene risk assessment has been completed, and the level of risk reasonably justifies entry into the structure;
 - (2) Building integrity permits entry into the structure;
 - (3) Sufficient Trained Firefighter staffing is deployed at the fireground;
 - (4) Reliable water supply with adequate flow can be sustained;
 - (5) Adequate fireground supervision and support are provided.
- (c) *Interior Fire Suppression (Offensive Operations)* – Shall be provided when possible and as appropriate in accordance with the following:
 - (i) Service shall be provided to contain the fire and prevent further loss of property.
 - (ii) 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:
 - (1) A scene risk assessment has been completed, and level of risk reasonably justifies Firefighter entry into the structure;
 - (2) Building integrity permits entry into the structure;
 - (3) Sufficiently Trained Firefighting staffing are deployed at the fireground;
 - (4) Reliable water supply with adequate flow can be sustained;
 - (5) Adequate fireground 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:
 - (i) There shall be no expected rescue component with this service.
 - (ii) Service shall be provided to prevent fire spread to adjacent areas.
 - (iii) Service shall be provided when Interior Fire Suppression is not possible or appropriate.
 - (iv) 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.

- B.1.5 Grass, Brush, and Forestry Firefighting Services:**
Service shall be provided and best efforts shall be exercised to conform to NFPA 1143, *Standard for Wildland Fire Management*.
- 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 United Counties of Leeds & Grenville and the Ontario Mutual Aid Plan (MAP) pursuant to clause 7(2)(a) of the *Fire Protection and Prevention Act*.
- B.1.9 Tiered Medical Assistance Services:**
Service shall be provided in accordance with the Emergency Medical Tiered Response Agreement between the County Emergency Medical Services and the Township of Rideau Lakes.
- B.1.10 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.1.11 Vehicle Accident Services:**
The RLFR shall respond to vehicle accidents by providing the following services:
- (a) Stabilizing the scene of the accident;
 - (b) Stabilizing the vehicles involved in the accident;
 - (c) Providing aid to injured or trapped persons;
 - (d) Mitigating adverse effects on the natural environment.
- B.1.12 Vehicle Extrication Services:**
Vehicle search and rescue services, including extrication, shall be provided when possible at the Technician Level in accordance with NFPA 1006.
- B.1.13 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.1.14 Highway Incident Services:**
- (a) Fire Protection Services shall be provided to the Kings Highway and other provincial highways.
 - (b) Costs associated with Fire Department response to provincial highways shall be recovered in accordance with applicable provincial fire service agreements.
- B.1.15 Hazardous Materials Response Services:**
- (a) Service shall be provided at the Operations Level in accordance with NFPA 472/1072, *Standard for Competence of Responders to Hazardous Materials Incidents*.
 - (b) Hazardous materials response services at the NFPA 472/1072 Technician Level shall not be provided by the Fire Department.
 - (c) Notwithstanding the foregoing, the Fire Chief shall be authorized to designate one or more Firefighters to participate in a County and or Provincial Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Team, and to train to and to operate at the NFPA 472/1072 Technician Level while deployed to CBRNE incidents in conjunction with the regional response team under the

provisions of an Approved mutual aid or fire services agreement.

B.1.16 Water and Ice Rescue Services:

- (a) *Surface Water Rescue* – Service shall be provided at the Technician Level in accordance with NFPA 1006, *Standard for Operations and Training for Technical Search and Rescue Incidents*, and may include shore based, water entry, and boat rescue operations.
- (b) *Swift Water Rescue*- *Shall not be provided by RLFR*
- (c) *Ice Rescue* – Service shall be provided at the Technician Level in accordance with the NFPA 1006 standard.
- (d) *Dive Rescue*- *Shall not be provided by RLFR*
- (e) *Recovery Services to retrieve animals (dead or alive) 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.*

B.1.17 Assistant to the Fire Marshal:

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

B.2 DIVISION of FIRE PREVENTION and PUBLIC EDUCATION

B.2.1 Fire Inspection Services:

- a) Conducting request and complaint inspections.
- b) Conducting vulnerable occupancy inspections.
- c) Conducting routine inspections, utilizing community risk assessment data, and as directed by the fire chief.
- d) Conducting licensing inspections.
- e) Enforcing fire code compliance.
- f) Enforcing municipal by-laws.
- g) Preparing reports and issuing written responses to requests.

B.2.2 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 as required.
- 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.

B.2.4 Plans Examination Services:

- a) Reviewing and approving fire safety plans as requested.
- b) Examining and providing comments on new construction and renovation plans as requested.
- c) Reviewing and providing comments on subdivision and development agreements as requested.
- d) Reviewing and providing comments on site plans as requested.
- e) Inspecting sites of approved plans to determine compliance as requested.

B.2.5 Risk Assessment Services:

- a) Conducting C.R.A. (community risk assessments).
- b) Compiling, analyzing, and disseminating functional statistics.
- c) Selecting appropriate fire service programs.

B.2.6 Consultation Services:

- a) Consulting with families, schools, health professionals, and police

with respect to The Arson Prevention Program for Children TAPP-C and other juvenile fire-starting programs.

- b) Consulting with architects, engineers, planners, and builders.
- c) Interacting with building departments.
- d) Interacting with other government agencies (Municipal, Provincial, Federal and or other authorities).
- e) Providing input into fire prevention policy development.

B.2.7 Assistant to the Fire Marshal Services – Fire Prevention:

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

B.3 EMERGENCY PLANNING

B.3.1 Pre-Incident Planning Services:

Pre-Incident plans shall be developed and maintained.

B.3.2 Responsible for Community Emergency Management Planning Services:

Collaborating with the development, review, revision, and implementation of the Approved Emergency Plan

B.4 DIVISION of FIRE DEPARTMENT ADMINISTRATION

B.4.1 Planning and Development Services:

- (a) Strategic planning.
- (b) Evaluating Fire Department programs and services.
- (c) Projecting station locations and reallocations.
- (d) Determining staffing levels and assignments.
- (e) Developing policies, procedures, operating guidelines.
- (f) Coordinating with other emergency services.
- (g) Coordinating development with other municipal departments.
- (h) Coordinating with other community safety partners in the government and private sectors.

B.4.2 Financial Services:

- (a) Coordinating with the Corporation's Finance Department for financial services.
- (b) Coordinating use of information and statistics from suppression and fire prevention activities to determine funding requirements.
- (c) Providing input into levels of service based on available funding.
- (d) Developing and administering operating and capital budgets.
- (e) Identifying alternative sources of revenue and fees for services.
- (f) Initiating cost recovery measures.
- (g) Purchasing.

B.4.3 Records Management Services:

- (a) Documenting Fire Department activities.
- (b) Maintaining Fire Department records in accordance with records retention policies and applicable legislation.
- (c) Complying with all applicable freedom of information legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.45, as amended, or successor legislation.

B.4.4 Department Human Resources Services:

- (a) Coordinating with the CAO
- (b) Recruitment, selection, promotion, and retention of staff.
- (c) Performance evaluation.
- (d) Career development.
- (e) Job classifications.
- (f) Discipline.

B.4.5 Customer Relations Services:

- (a) Environmental scanning, anticipating pressures and developing communication strategies.
- (b) Enhancing public image of the Fire Department and its staff.
- (c) Developing and maintaining inter-agency relationships.

B.4.6 Health and Safety Services:

- (a) Participate in a municipal joint health and safety committee which includes the Fire Department.
- (b) Implementing an occupational exposure program.
- (c) Establishing a Designated Officer with respect to communicable disease regulations.

B.4.7 Legal Services:

- (a) Carrying out mandated enforcement duties of the Fire Department in accordance with applicable by-laws, statutes, and regulations.
- (b) Prosecuting offences under applicable by-laws and statutes.
- (c) Coordinating the services of solicitors and legal counsel.

B.5 DIVISION of LOGISTICS COMMUNICATIONS

B.5.1 Dispatch Services:

- (a) Arranging for the provision of dispatching services with an external agency and evaluate and renew as required any agreements related to dispatch services.
- (b) Liaising with external clients and agencies.
- (c) Receiving current municipal information including response protocols, mapping, local streets, property, and water service information, road closures, and caution notes.
- (d) Monitoring Fire Department emergency communications performance and resolving any service issues.
- (e) Reviewing dispatch agreement and issuing invoices.
- (f) Providing CAD generated reports, document retention and records maintenance.
- (g) Daily/weekly pager tests and messages.

B.5.2 Technology Services:

- (a) Arranging for maintenance, repair, and technical support of Fire Department telecommunications and computer systems.
- (b) Developing specifications for Fire Department radios, communications devices and systems, and computers.
- (c) Arranging interface capabilities with other data systems.

B.5.3 Fleet and Equipment Maintenance Services:

- (a) Maintaining fleet and equipment (both routine and emergency).
- (b) Providing periodic inspection and testing programs.
- (c) Complying with the requirements of provincial regulations.
- (d) Providing annual pump capacity and certification testing.
- (e) Providing annual aerial device certification testing.
- (f) Developing specifications for new apparatus and equipment.
- (g) Acceptance testing of new apparatus and equipment.
- (h) Maintaining, testing, and calibrating specialized equipment.

B.5.4 Facilities Maintenance Services:

- (a) Arranging for routine cleaning and housekeeping of fire stations.
- (b) Arranging for maintenance and repair of fire station infrastructure.
- (c) Providing input regarding design and construction of fire stations.

B.6 DIVISION of TRAINING and EDUCATION

B.6.1 Training Program Studies:

- (a) Providing a training program for Firefighters that conforms to Ontario Fire Marshals Academic Standards & Evaluations
- (b) Volunteer (Paid on Call) Firefighter recruitment process.
- (c) Oversees execution of all training activities.

B.6.2 Providing Access to Training Facilities:

- (a) Coordinating access to appropriate training facilities.
- (b) Facilitate hands-on training for internal/external staff and public.
- (c) Facilitate external instructors.
- (d) Facilitate building familiarization.

B.6.3 Providing Station Training:

- (a) Delivering training plans specific to operational and strategic needs.
- (b) Delivering supervisory training drills.
- (c) Oversee the Emergency Vehicle Driver/Operator Training Program.
- (d) Instructional training on new equipment.
- (e) Providing practical and theoretical testing and evaluation.

B.6.4 Program Development Services:

- (a) Developing fire service instructors.
- (b) Coordinating core services training requirements.
- (c) Providing Officer training and development.
- (d) Developing specialized staff development programs.
- (e) Develop, deliver, and maintain currency for fire department recruits.

Schedule "C"

RIDEAU LAKES FIRE & RESCUE PAID ON CALL FIREFIGHTER TERMS AND CONDITIONS OF EMPLOYMENT

The employment of Volunteer (Paid on Call) Firefighters shall be governed by the following:

C.1. VOLUNTEER (PAID ON CALL) FIREFIGHTERS EMPLOYMENT

C.2.2 The employment of Volunteer (Paid on Call) Firefighter shall be governed by the *Employment Standards Act, 2000, S.O. 2000, c.41*, as amended, and the *Ontario Human Rights Code, RSO 1990, c H. 19*, as amended.

C.2.3 To be eligible for appointment to the position of Volunteer (Paid on Call Firefighter) every candidate shall:

- (a) Be at least 18 years of age.
- (b) Be medically fit to perform the duties of Firefighter and produce a medical evaluation report to the satisfaction of the Fire Chief from a qualified medical practitioner which attests to the candidate's ability to endure the physical, emotional, and psychological demands of performing the essential job tasks of Firefighter in accordance with NFPA 1582, *Standard on Comprehensive Occupational Medical Program for Fire Departments*.
- (c) Be physically fit to perform the duties of Firefighter and successfully complete all physical testing to the satisfaction of the Fire Chief/Designate.
- (d) Complete a Criminal Record Check which indicates no record of unpardoned criminal or summary convictions for offences that would adversely affect public trust, and a Police Vulnerable Sector Check which indicates no record of sexual offences.
- (e) Reside in the Township and/or within proximity acceptable to the Fire Chief to the fire station assigned in order to be able to respond to emergencies in a manner consistent with the deployment criteria of NFPA 1720, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Composite Fire Departments*.
- (f) Complete and successfully pass all written, oral, and physical examinations to the satisfaction of the Fire Chief.
- (g) Have the ability to attend a minimum of 60% of emergency calls on a call-out basis, as determined by the Fire Chief. Attendance to be reviewed quarterly and/or as needed.
- (h) Have the ability to meet the training attendance requirements of 80%, as determined by the Fire Chief. Attendance to be reviewed quarterly and/or as needed.

C.2.4 Every newly appointed Volunteer (Paid on Call) Firefighter who has completed the required recruit program shall complete a term of probation of 12 months, during which time he or she shall successfully complete all training and examinations, and shall meet all attendance and performance expectations, as many be required by the Fire Chief.

- C.2.5** At the discretion of the Fire Chief, a probationary Firefighter may be placed on an additional term of probation of up to 12 months at the completion of the Firefighters initial probationary period. Should circumstances warrant, and the probationary Firefighters shall successfully complete all training and examinations and shall meet all attendance and performance expectations during the additional probationary period.
- C.2.6** Following the successful completion of the term of probation, the Fire Chief may appoint a Probationary Firefighter as a qualified member of the Fire Department in accordance with a Performance Evaluation and Approved hiring process.
- C.2.7** If a probationary Firefighter fails to successfully complete any required training or examinations or fails to meet any requirements of the Fire Department, or any obligations as may be agreed upon, of whose attendance or performance is otherwise unsatisfactory, the Fire Chief may dismiss the person.
- C.2.8** In consideration of the physical, emotional, and psychological demands associated with performing the essential job tasks of a Firefighter, the recognition under the *Workplace Safety and Insurance Act, 1997* as amended, that certain cancers and other illnesses are presumed to be occupational diseases due to the nature of Firefighters' employment, and the Corporations responsibility to ensure the safety, health, and wellness of employees performing fire suppression and emergency response duties the Fire Chief may:
- (a) Require that every Volunteer (Paid on Call) Firefighter to produce a medical evaluation report from a qualified medical practitioner prior to appointment which attests to the candidate's medical fitness to perform the duties of Firefighter.
 - (b) Establish a medical screening and monitoring program wherein every Volunteer (Paid on Call) Firefighters shall be required to periodically undergo a medical examination, produce a medical evaluation report from a qualified medical practitioner confirming the Volunteer (Paid on Call) Firefighter fitness to perform the duties of Firefighter and or an approved PAR-Q.
 - (c) Establish a program to ensure each Volunteer (Paid on Call) Firefighter continued physical ability to perform the duties of Firefighter by successfully completing a Job Skills Evaluation based on the requirements of the position of firefighter.
- C.2.9** Every member who is required to carry out any Approved Emergency Response program or service as set out in Section B.1 of Appendix "B" of the By-Law to Establish and Regulate a Fire Department, shall be medically and physically fit to perform the duties of Firefighter, and shall submit to a medical examination and/or a Candidate Physical Ability test as such times as the Fire Chief ay reasonably require.
- C.2.10** If a qualified medical practitioner finds a Volunteer (Paid on Call) Firefighter to be unfit to perform the essential job tasks of Firefighter, the Corporation may take such actions it deems necessary in respect of the Volunteer (Paid on Call) Firefighter employment, subject to the Corporations duty to accommodate pursuant to the *Ontario Huan Rights Code*.

C.3 REMUNERATION

- C.3.1** If a qualified medical practitioner finds a Volunteer (Paid on Call) Firefighter to be unfit to perform the essential job tasks of Firefighter, the Corporation may take such actions it deems necessary in respect of the Volunteer (Paid

on Call) Firefighter employment, subject to the Corporation's duty to accommodate pursuant to the *Ontario Human Rights Code*.

- C.3.2** The rate of remuneration for each rank of Volunteer (Paid on Call) Firefighters shall be commensurate with the respective levels of responsibility relative to the position of a Firefighter, and shall be as follows:
- Based on rank
 - In accordance with current pay structure
- C.3.3** Volunteer (Paid on Call) Firefighters shall be paid Vacation Pay at a rate of 4% of their gross earnings for the first 5 years of employment and 6% each year after 5 years of employment.
- C.3.4** In accordance with the *Employment Standards Act, 2000*, Volunteer (Paid on Call) Firefighter shall not be eligible for overtime pay, public holidays, or public holiday pay.
- C.3.5** In accordance with the regulations enacted under the *Employment Standards Act, 2000*, the rules governing daily and weekly limits on hours of work, daily rest periods, time off between shifts, and weekly/biweekly rest periods shall not apply to Volunteer (Paid on Call) Firefighter.

C.4 WORKPLACE SAFETY AND INSURANCE BOARD COVERAGE

- C.4.1** For the purposes of the *Workplace Safety and Insurance Act, 1997*, and the regulations enacted thereunder, Volunteer (Paid on Call) Firefighter and Support Members of the Fire Department shall be considered workers as defined by the *Act*, and the Corporation shall be deemed employer in respect of Workplace Safety and Insurance Board coverage for members of municipal Fire Department .
- C.4.2** The Corporation shall maintain coverage for Volunteer (Paid on Call) Firefighter and Auxiliary Members with Workplace Safety and Insurance Board.

C.5 GENERAL DUTIES AND RESPONSIBILITIES

- C.5.1** All members shall conduct themselves in conformance with the By-Law to Establish and Regulate a Fire Department, all applicable policies of the Corporation, and all policies, procedures, operating guidelines, general orders, and rules of the Fire Department, and shall faithfully and diligently perform their assigned duties to the best of their ability.

C.6 DISCIPLINE

- C.6.1** In consultation with the CAO the Fire Chief may reprimand, suspend, or take disciplinary action up to and including recommendation for dismissal of any member for an infraction of any provision of the By-Law to Establish and Regulate a Fire Department, any applicable policy of the Corporation, or any policy, procedure, operating guideline order, directive, or rule of the Fire Department.

C.7 LEAVES OF ABSENCE

- C.7.1** Volunteer (Paid on Call) Firefighters shall be entitled to all statutory unpaid leaves of absence to which they are entitled under the provisions of the *Employment Standards Act, 2000*.
- C.7.2** A Volunteer (Paid on Call) Firefighter who has completed the twelve (12) month probationary period may request a voluntary leave of absence from the Fire Chief without pay for a period of up to twelve (12) months, and such requests shall not be unreasonably denied.
- C.7.3** All requests for a voluntary leave of absence must be submitted in writing to the Fire Chief at least twenty (20) calendar days prior to when the leave of absence is to commence or as soon as it is possibly reasonable. The Fire Chief, at his or her discretion, may waive this notice period.

C.7.4 A request for a second or subsequent leave of absence within twelve (12) months of a previous leave of absence shall be evaluated on a case-by-case basis.

C.7.5 Reinstatement training requirements will include successfully completing the reinstatement program, additional training may be required based on a position that includes a supervisory role i.e. Officers.

C.8 TERMINATION

C.8.1 The employment relationship between a Volunteer (Paid on Call) Firefighters and the Corporation may be terminated in the following ways:

(a) Resignation: A Volunteer (Paid on Call) Firefighter may terminate employment by providing written notice to the Fire Chief or designate.

(b) Termination with Cause: The Corporation may terminate the employment of a Volunteer (Paid on Call) Firefighter for cause without notice or payment in lieu of notice at any time during the course of employment.

(c) Termination without Cause: The employment of a Volunteer (Paid on Call) Firefighter may be terminated without cause at any time by the Corporation, at its sole discretion for any reason, by providing the Volunteer (Paid on Call) Firefighter with the minimum amount of notice, or pay in lieu of notice, and severance pay if applicable to which he or she is entitled under the *Employment Standards Act, 2000*. In addition, the Corporation shall continue to pay its share of the Volunteer (Paid on Call) Firefighters benefits if any, for the duration of the notice of termination period, pursuant to the *Employment Standards Act, 2000*.