

OCT 24 2008

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OFFICE OF THE FIRE MARSHAL

NORTHERN REGION (SUDBURY)

File No.: 687-19-06

(Revised September 30, 2008)

Agreement No. 2008-04 being an Agreement To establish a Fire Department without Municipal Organization

WHEREAS the fire Protection & Prevention Act, R.S.O. 1997, chapter 4, part 2, section 3, provides that the fire Marshal has the power to assist in the formation of local associations or leagues and to cooperate with any body or persons interested in developing and promoting the principles and practices of fire prevention and fire protection;

AND WHEREAS s.3.1 states that the Fire Marshal may enter into agreements establishing and governing Fire Departments to provide fire prevention and fire protection services in territories without municipal organization;

AND WHEREAS SHEBANDOWAN LOCAL SERVICES BOARD was formed by the Ministers Order dated October 1, 1988 to provide Fire Protection Services to the township of Conacher – Hagey – Blackwell and Goldie.

THEREFORE, the Fire Marshal agrees as follows:

1. (a) *“Fire Marshal”* means the Fire Marshal of Ontario or his designate
- (b) *“Office of the Fire Marshal”* includes any representative assigned by the Fire Marshal.
- (c) *“Board”* means the Shebandowan Local Services Board.
- (d) *“Board Area”* means the geographical area within which the Board may exercise its jurisdiction
- (e) *“Fire Department”* means the members recommended by the Chief and appointed by the Office of the Fire Marshal for firefighting and other emergency duties and includes fire prevention and public education programs.
- (f) *“Fire Protection Unit”* means the firefighting vehicle and/or equipment provided by the Office of the Fire Marshal.
- (g) *“Member”* means a duly appointed member of the Department and includes an Officer.
- (h) *“Approved”* means approved by the Office of the Fire Marshal.
- (i) *“Fire Chief”* means the one person recommended by the Community and approved and appointed by the Fire Marshal to act as the chief of the “Fire Department”.

- (j) “*Deputy Fire Chief*” means the one person recommended by the Fire Chief and appointed by the Fire Marshal to act in the place of the Fire Chief in the Fire Chief’s absence, or in the case of a vacancy, in the position of Fire Chief.
- (k) “*Captain*” means the members recommended by the Fire Chief and appointed by the Fire Marshal to assist the Fire Chief and Deputy Fire Chief in carrying out the duties and activities for the proper operation of the Fire Department. Captains are in command of a Company to which they are assigned and are responsible to the officer in charge for the proper operation of that Company.
- (l) “*Fire Protection Services*” means a range of programs and services designed to protect the lives and property of the inhabitants of the Fire Area (APPENDIX “D”), from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by individuals or nature. Services normally include fire prevention, public education, rescue, emergency medical services and fire suppression.
- (m) “*Fire Area*” means the area of response as defined in the Agreement as APPENDIX “D”.
- (n) “*Company*” means the basic fire fighting unit headed by a Captain. A Company is usually organized to man equipment and perform assigned duty.
2. (a) A fire department for the **LOCAL SERVICES BOARD OF SHEBANDOWAN** to be known as the Shebandowan Fire Department, the “Department” is hereby established.
- (b) The goals and mission statement of the Department shall be as contained in appendix “A” of this Agreement.
- (c) The Department shall be organized as per Table 1 forming part of this Agreement.
- (d) Under no circumstances are fire protection services to be delivered without appropriate training, skills, knowledge, methods, equipment and supervision.
- (e) Fifty percent (50%) of Department membership must possess a class of license appropriate for the apparatus operated by the Department.
3. (a) In addition to the Fire Chief, the Department personnel shall consist of a Deputy Fire Chief and such number of other officers and members as may be appointed by the Fire Marshal on the recommendation of the Fire Chief.
- (b) A Person is qualified to be appointed as a probationary member of the Department who completes an application form and is appointed by the Fire Marshal, and,
- Is not less than 18 years of age;
 - Is of good character;
 - Passes such aptitude and other tests as may be required by the Fire Chief;
 - Is medically fit to be a member as certified by a physician designated by the Fire Chief.

- (c) A person appointed as a member of the Department shall be on probation for a period of one year during which period he or she shall successfully complete such training as may be required by the Office of the Fire Marshal. Successful completion of Modules 1 (Introduction to the Fire Service) and 2 (Fire Sciences) of the Ontario Fire Service Curriculum are mandatory during the probationary period.
 - (d) The Fire Chief may reprimand, suspend or recommend to the Fire Marshal that any member of the Department be dismissed for non-compliance with any of the provisions of this Agreement, or general orders and rules, that in the opinion of the Fire Chief would be detrimental to the discipline and efficiency of the Department.
 - (e) Following any suspension of any member, the Fire Chief shall immediately report in writing, the suspension and recommendations to the Office of the Fire Marshal.
 - (f) A member shall not be suspended or dismissed without first being afforded an opportunity to reply in writing to the Fire Marshal, if the member wishes, within seven (7) days after receiving notice of proposed suspension or dismissal.
4. (a) The Fire Chief is responsible to the Fire Marshal for the proper administration and operation of the Department and for the discipline of the members.
- (b) The Fire Chief is under the general guidance and direction of the Office of the Fire Marshal field staff, and
- i. May make such general orders and department rules as may be necessary for the care and protection of the property of the Department, for the conduct of the members of the Department and generally for the safe and efficient operation of the Department, provided that such general orders and rules do not conflict with any provisions or regulations established by the Office of the Fire Marshal;
 - ii. Shall implement the Department rules and operational guidelines as published by the Office of the Fire Marshal;
 - iii. Shall review periodically the policies and procedures of the Department, and may establish an advisory committee consisting of such officers as may be determined from time to time to assist him in his duties;
 - iv. Shall take all proper measures for the prevention, control and extinguishment of fires and for the protection of life and property and shall enforce all regulations respecting fire prevention and exercise the powers and duties imposed on him by the Fire Marshal;
 - v. Shall ensure that suitable accommodation as approved by the Office of the Fire Marshal be provided for the Fire Protection Unit;
 - vi. Shall keep the Fire Protection Unit in proper working condition and clean at all times;

- vii. Shall ensure that the members of the Department avail themselves of the training afforded by the Office of the Fire Marshal and attend at least 50% of the emergencies;
 - viii. Shall ensure that records of equipment maintenance, equipment checks, training, fires or other emergencies and any other records or reports that may be required by the Fire Marshal are maintained;
 - ix. Is responsible to the Fire Marshal for the enforcement of this Agreement.
5. (a) The Deputy Fire Chief of the Department shall assist the Fire Chief in carrying out his or her duties and responsibilities and, in the absence of the Fire Chief, has all the powers and shall perform the duties of the Fire Chief.
6. (a) Captains are in command of the Company to which they are assigned and are responsible to the Fire Chief for the proper operation of that Company.
- (b) Where the Fire Chief designates a member to act in the position of an officer, such member when so acting, has all the authority and responsibility of such officer and shall perform all the duties of the officer temporarily replaced.
7. (a) The following divisional functions are performed by the Department
- Administration
 - Apparatus, equipment and communications
 - Fire prevention and public education
 - Suppression and rescue
 - Training and education
8. (a) The Fire Chief is responsible for ensuring that the following duties pertaining to the function of administration are carried out:
- Provision of administrative facilities for the Department
 - Preparation and control of Department budget
 - Maintenance of personnel records in accordance with prudent business practices
 - Preparation and submission of an annual report to the Department and the Office of the Fire Marshal
 - Carrying out the general administrative duties of the Department
- (b) The Fire Chief is responsible for ensuring that the following duties pertaining to the function of apparatus, equipment and communications are carried out:
- The repair of all buildings, apparatus and equipment of the Department
 - That appropriate records are maintained and kept available for inspection upon request from the Office of the Fire Marshal.

(c) The Fire Chief is responsible for ensuring that the following duties pertaining to the function of fire suppression are carried out:

- The prevention, control and extinguishment of fires
- Investigation of fires in order to determine cause and origin and, where required, to request appropriate agencies to assist with the investigation
- Response to and assistance at such emergencies as deemed necessary
- Performance of pre-emergency planning
- Performance of apparatus maintenance and cleaning
- Maintenance of records of Department response

(d) The Fire Chief is responsible for ensuring that the following duties pertaining to the function of fire prevention are carried out:

- Delivery of those fire prevention programs and service identified in Appendix "B", fire safety and public education programs in accordance with Office of the Fire Marshal policy;
- Maintenance of fire loss records;
- Act as an assistant to the Fire Marshal for the purpose of enforcement of the Fire Protection & Prevention Act and all regulations pursuant to this Act.

(e) The Fire Chief is responsible for ensuring that the following duties pertaining to the function of training and education are carried out:

- Establishment and delivery of a Department training program for all members in accordance with the OFM approved Ontario Fire Fighter Curriculum training program.
- Administration of training programs

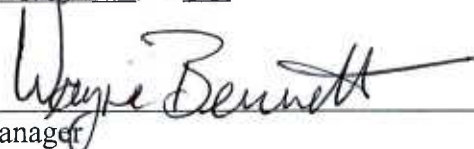
9. (a) The Department shall not provide services outside the limits of the "Fire area" as set out by the Office of the Fire Marshal except with respect to a fire or emergency;

- In an area in which an Agreement, approved and authorized by the Fire Marshal, has been entered into to provide fire protection services, or
- At the discretion of the Fire Chief, on property beyond the fire area where the Fire Chief, or designate determines that immediate action is necessary to preserve and protect life and/or property and the correct fire service is notified and/or assumes command. The Fire Chief shall subsequently inform the Office of the Fire Marshal of such response.
- Upon direction of the Fire Marshal

10. (a) In the event that any term of this Agreement is or has been breached, the Office of the Fire Marshal, in its absolute discretion may, without prior notification, remove the fire protection unit provided by the Office of the Fire Marshal, in accordance with the guidelines included in Appendix "C" attached to and forming part of this Agreement.

11. (a) On any occasion, when the Office of the Fire Marshal requires, for emergency purposes, the use of the fire protection unit, said unit may be removed at the discretion of the Province of Ontario or the Office of the Fire Marshal.
- (b) The Office of the Fire Marshal reserves the right to allocate and re-allocate apparatus and equipment provided by the Province of Ontario. These allocations will be based on review of the utilization of the equipment and apparatus, together with a review of the needs of the community.
12. (a) This Agreement supersedes all other agreements between the Fire Marshal and any other person regarding fire protection in the Fire Area.
13. (a) The Fire Marshal or the Local Services Board of Shebandowan may terminate this Agreement at any time upon 60 days written notice to the other party.

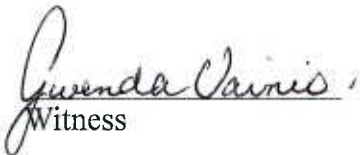
DATED AT **SUDBURY** this 12 day of November, 2008



Manager
Office of the Fire Marshal
Pursuant to delegated authority

DATED AT Shebandowan this 9th day of October, 2008

(Seal)



Witness

Per :



Authorized Signatory for SHEBANDOWAN
LOCAL SERVICES BOARD

TABLE "1"

Northern Fire Protection Program

Fire Department Organization



APPENDIX "A"

FIRE DEPARTMENT GOALS AND MISSION STATEMENT

MISSION

The primary mission of the Department is to provide a range of programs and services to protect the lives and property of the inhabitants of our community from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by individuals or nature.

GOALS

1. Provide for the safety of the public and the Members of the Department.
2. Provide an administrative process consistent with the needs of the Department and the requirements of the Office of the Fire Marshal.
3. Ensure that the fire fighting equipment and personnel are available within the community to provide adequate response to a citizens call within a reasonable time.
4. Provide training to an accepted standard which will ensure the continuous upgrading of Members in the latest techniques of fire prevention, fire suppression and control of emergency situations and to cooperate with neighbouring fire services.
5. Provide a maintenance program to ensure all fire fighting equipment is ready to respond to emergency calls.
6. Provide an effective fire prevention program to:
 - ensure compliance with applicable legislation, statutes, codes and regulations.
 - educate the residents of the community in fire safety.
 - reduce and/or eliminate fire hazards.
7. Ensure that in the event of a major catastrophe in the community, assistance to deal with the situation is available from outside services and agencies.
8. Develop and maintain a good working relationship with the Office of the Fire Marshal and other agencies related to the protection of life and property.

APPENDIX "B"

NORTHERN FIRE PROTECTION PROGRAM FIRE PREVENTION POLICY

General

This fire prevention policy has been reviewed and approved by the Office of the Fire Marshal (OFM) and is applicable in its entirety for the whole of the community.

This policy will detail fire prevention and public education programs which will assist in reducing or eliminating concerns by members of the fire department and the public relating to fire prevention objectives.

The fire department, community fire safety officer/team will ensure that accurate fire loss data is collected, submitted to the OFM and managed in a database or other form of file retention for future use.

Upon request, copies of this policy are available for the public through the department.

The term "fire department" used in this document will also include a community fire safety officer or team.

Smoke Alarm Program

The fire chief and the members of the fire department shall develop a smoke alarm program suitable for their communities and which meets the needs of their community. The Alarmed for Life program, which can be used in whole or part should be used as a best practise example of a smoke alarm program. It is important that the fire department track all program activities.

Public Education/Awareness Programs

The fire chief and the members will provide a variety of fire safety education programs for members of the community as requested and in accordance to areas identified in the community's simplified risk assessment.

In addition to the school programs, social service and special interest groups may request specific programs including, but not limited to, Alarmed for Life, Older & Wiser, Remembering When, Kitchen Safety, Risk Watch or any other program which meets the needs of the group and the fire department.

The public may also request tours of the fire station through the station officers. The officers will make the necessary arrangements and assign personnel. The station tour should include an educational component during the tour. For example: demonstrating how a smoke alarm works, what it sounds like and what to do when the alarm activates including fire escape planning. The fire department will track all activities related to public education/awareness programs.

Distribution of Public Education Material

Fire safety education material will be distributed to residents and/or occupants consistent with the community's needs and circumstances in various ways. Distribution of fire safety education material will be on-going throughout the year on various topics and made available to the residents at any community building or fire station.

It is important for the fire department to track the distribution of materials for evaluation purposes.

Inspections

It is the policy of the fire department to conduct fire prevention inspections of occupancies using the frequency indicated on the attached schedule or upon request to comply with the Ontario Fire Code or when a written complaint is received. The OFM will provide advice and assistance to the fire department when the assigned personnel do not have the experience and knowledge to perform the inspection. During any residential inspection, the fire department will ensure that the smoke alarm(s) are properly placed and are in working order. The fire department must track all activities related to the inspection program.

Open Air Burning

Open air burning on private land is only permitted with the approval of the fire chief and on crown land with the approval of the Ministry of Natural Resources. All burning will be conducted in accordance with the *Forest Fires Prevention Act, R.S.O.*, and the Ontario Fire Code, which prescribes the limitations for such burning.

Fireplaces And Woodstoves

These appliances will be inspected upon request, however, where they are existing fixtures, comments will be limited to only the visible portions of the unit at time of inspection. Inspections will not be conducted for the purpose of insurance approvals.

Change of Occupancy or Ownership

These inspections may be conducted when requested by the purchaser's solicitor only when written permission has been obtained from the owner or the owner's agent to release information.

A fee may be charged for any or all of the above referenced inspections.

A fee schedule shall be developed by the fire department and made available upon request.

Investigation of Fires

The fire chief or designated officer will investigate the origin and cause of all fires within the community. The OFM will be notified for the following reasons: Large loss fire (\$500,000.), suspicion of arson, fatality or a gaseous explosion. The fire chief or designated officer will assist the OFM investigator as requested.

Conclusion

This fire prevention policy provides for the participation of all members of the department in fire prevention and public education activities. It also addresses the types and frequency of inspections approved by the Office of the Fire Marshal, and is intended as affirmative direction to the fire chief, members and the public.

All activities shall be tracked on forms, which include the minimum same information as the examples attached to this policy.

INSPECTION FREQUENCY TABLE

Frequency of inspections should be determined through a local risk assessment process.

Frequency should only be included when the fire department can be assured that all inspections listed can be accommodated during the time lines stated.

Where the fire department receives a complaint or request for an inspection on **ANY** premise or building in the community, the inspection shall be conducted as soon as practical under the authority of the Fire Protection and Prevention Act, 1997 regardless of the frequency established in this Fire Prevention Policy. Where a fire has occurred, the fire chief or designate will inspect the property to ensure compliance with the Ontario Fire Code or any provisions under the Fire Protection and Prevention Act, 1997.

Assembly Occupancies (A)	Frequency of inspections should be determined through a local risk assessment process
Schools and Churches	Annually
Nursery/Day care facilities	Annually
Licensed Premises	Annually
Special Occasion Permits	Annually
Institutional (B)	
Hospitals	Annually
Nursing Homes	Annually
All homes for special care	Annually
Commercial or Business (D & E)	
In service Mercantile	Annually
Comprehensive Mercantile	Annually
Business/Personal Services	Annually
Industrial (F)	
Factories or complexes	Annually
Industrial malls	Annually
Residential (C)	
Apartments	Annually
Single Family Duplexes	Annually
Home Inspection Program	Annually
Boarding/lodging houses	Annually
Hotels/Motels	Annually

SMOKE ALARM PROGRAM

[illegible]

Public Education Activity Form/Distribution of Information

File Number:	Assigned to:	Additional Personnel Required:	
Date of Request:	Organization:	Equipment Required:	
Contact Person:	Title:	Phone Number:	
Event:	Event Location:	Date & Time of Event:	
Type of Activity:	Topics Covered:	Materials or Information Distributed:	
# of Participants	Evaluation Provided:	Number Distributed:	Number Returned:
Time Required:	Preparation Time:	Travel Time:	Presentation Time:
Comments:			

APPENDIX "C"

POLICY GUIDELINES FOR THE REMOVAL OF FIRE PROTECTION EQUIPMENT FROM UNINCORPORATED COMMUNITIES

Purpose

To describe the policy and procedure relating to the removal of the Fire Protection Equipment from a Department.

To describe the policy and procedure for the cancellation of the agreement between the Office of the Fire Marshal and the Department.

Introduction

As the Office of the Fire Marshal has the responsibility of ensuring that Departments operate in an efficient, effective and safe manner, it is important that the Fire Protection Equipment be properly maintained and that firefighting personnel have adequate training. This policy sets out the criteria and procedures to be followed if the above is not evident.

Procedure & Responsibility

Any Department that does not have sufficient attendance at training sessions shall be advised in writing that the continuation of insufficient attendance may result in any or all of the following:

- the issuance of a plan of compliance
- the withdrawal of the Fire Protection Equipment
- a change in the type and amount of the Fire Protection Equipment provided to reflect a decreased level of fire protection capability
- the termination of the agreement between the Department and the Office of the Fire Marshal

If the Fire Protection Equipment is found to be inoperable, improperly maintained, or unavailable for response, the Fire Chief shall be notified in writing that this may result in:

- the issuance of a plan of compliance
- the withdrawal of the Fire Protection Equipment
- a change in the type and amount of the Fire Protection Equipment provided to reflect a decreased level of fire protection capability
- the termination of the agreement between the Department and the Office of the Fire Marshal

Appendix "C" (Continued...)

If the Department fails to adequately respond after receiving the first letter, a second letter shall be sent to the Fire Chief and also the local services board, if established, officially advising them that the agreement with the Office of the Fire Marshal will be terminated and the Fire Protection Equipment removed or changed in 30 days.

If a letter of intent to terminate is necessary, a copy of this letter is to be sent to the local representative of the Ministry of Northern Development & Mines.

In situations involving training and/or the Fire Protection Equipment maintenance, where, in the opinion of the Office of the Fire Marshal there is an immediate threat to life safety, immediate removal of the Fire Protection Equipment and/or termination of the agreement may be initiated.

APPENDIX “D”

FIRE AREA

The Fire Protection area consists of Canacher, Hagey, Blackwell and Goldie Townships

Responses will be made within the identified response area to those areas that are at the time of response deemed accessible by the most senior fire department official responding. The capabilities and limits of the staff and equipment will also be a consideration when responding on any request for assistance.

COPY

Shebandowan Local Service Board Location Map

Location Map



Legend

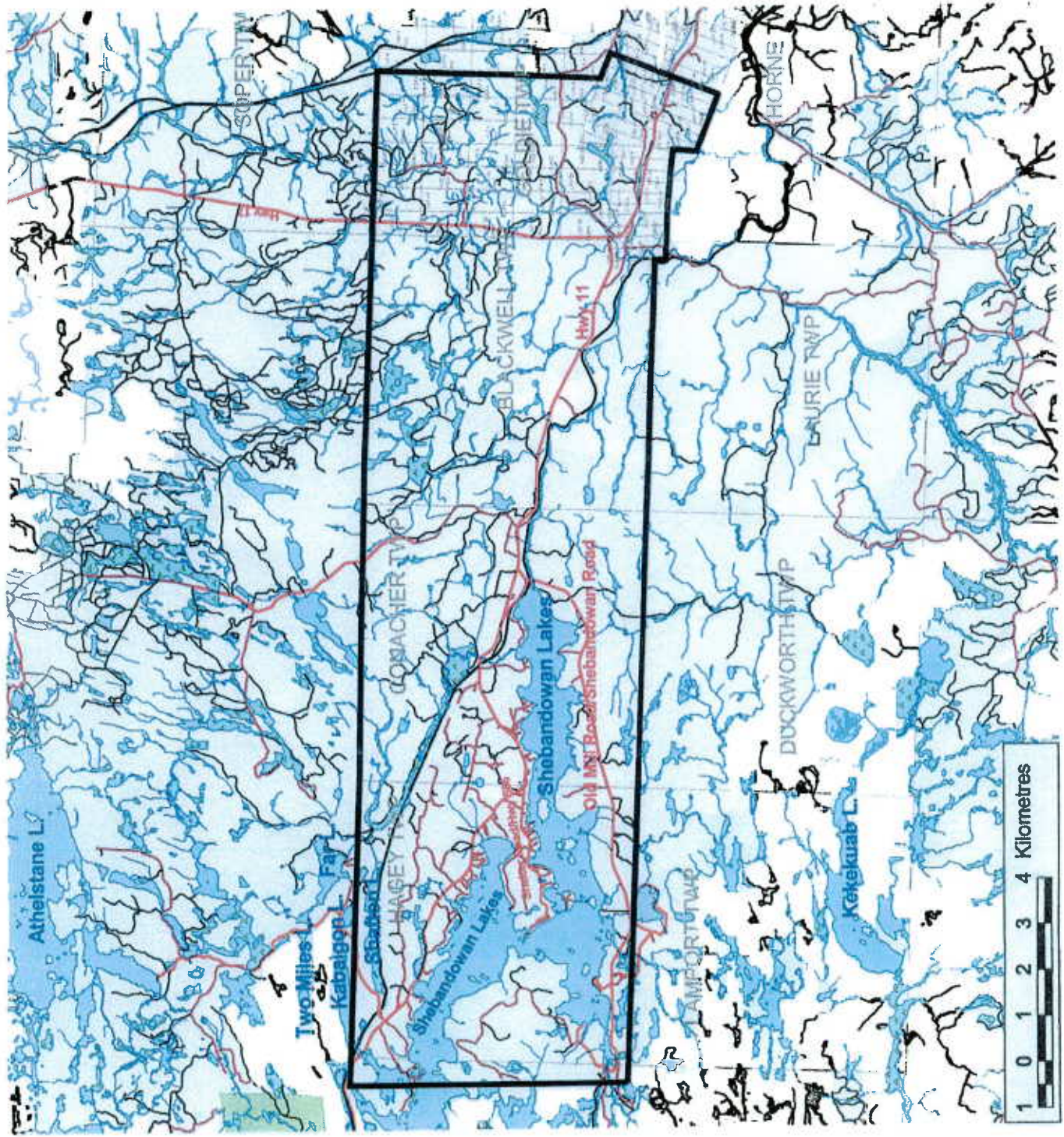
- Communities
- Trails
- Portage/Carro Routes
- Primary Roads
- Secondary Roads
- Tertiary Roads
- Railway
- Rivers and Streams
- Lakes
- Wetlands
- Airport/Lap
- Federal Land, Indian Reserve
- Local Service Board
- Existing Provincial Parks and Nature Reserves
- Existing Conservation Reserves
- Proposed Conservation Reserves
- Forest Reserves
- Proposed Provincial Parks



Scale 1:190,000

Notes:

- 1. This map is a general location map of the Shebandowan Local Service Board area.
- 2. It is not intended to be used for legal purposes.
- 3. The map is based on the best available information at the time of its preparation.
- 4. The map is subject to change without notice.
- 5. The map is not a substitute for a detailed map.
- 6. The map is not a substitute for a detailed map.
- 7. The map is not a substitute for a detailed map.
- 8. The map is not a substitute for a detailed map.



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Ministry of
Community Safety and
Correctional Services

Office of the
Fire Marshal

640 Mountdale Avenue
Thunder Bay ON P7E 6G8
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Fax: (807) 473-3199

Ministère de la
Sécurité communautaire et
des Services correctionnels

Bureau du
commissaire des incendies

640, avenue Mountdale
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Tél.: (807) 473-3110
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File Reference/Référence: 687-19-06

ADDENDUM TO AGREEMENT NO. 2008-04

The undersigned assumes the Indicated positions of the **Shebandowan Fire Department**.

In accepting the appointment by the Fire Marshal, the undersigned agrees to all terms and conditions contained in the agreement and hereby agree to carry out his / her responsibilities as outlined in the agreement.

Date: JAN 21 / 2010

Deputy Fire Chief: Russel Wilson

DAVID DELZOTTO

Address: P.O. Box 52

Shebandowan, Ontario
P0T 2T0

2722 SILLES CRT
T. BAY ONT.
P7C1R1

Telephone (home): ~~807-926-2942~~

807-622-4384

Signature: [Signature]

Signature

John Hanna
Program Specialist, NFPP

Signature

Kevin Schooler
Fire Protection Adviser

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ADDENDUM TO AGREEMENT NO. 08-04

The undersigned assumes the position of ***Fire Chief*** for the ***Shebandowan Fire Department***.

In assuming this position, the undersigned agrees to all the terms and conditions contained in the agreement and hereby agrees to carry out his/her responsibilities as outlined in the Agreement and the Fire Fighting Equipment List.

Date: Nov 9th 2010

Fire Chief: Georgina McKinnon

Address: Box 87
Shebandowan, ON
P0T 2T0

Telephone: 807-926-2255

Signature:

John Hanna
Program Specialist, NFPP

Brad Welyki
Fire Protection Adviser