

Fire & Emergency Services Committee Meeting AGENDA

Monday, 12 July 2021 – 7:00 p.m.

1. Call to Order
2. Approval of Agenda (as circulated)
3. Approval of Minutes – May 10, 2021
4. Business Arising from Minutes
 - 4.1. Member at Large 2
 - 4.2. Fire Scene Security
 - 4.3. Mutual Aid Agreement Revisions 3-16
 - 4.4. Policy MDL-36
 - 4.5. Air Pack Certification/Turn-out Gear Safety
 - 4.6. Committee Membership – Extension to Length of Service/Committee Positions 17
5. L.R.F.E.S. Report
6. New Business
7. In Camera (if required)
8. Next Meeting –Monday, September 13th, 2021
9. Adjournment

Fire & Emergency Services Committee
Date: July 12, 2021
Item: 4.1
Authorization: Alex Dumaresq



Memorandum

To: Fire & Emergency Services Committee

CC: Chris Kennedy, Fire & Emergency Services Coordinator
Sandra Challis, Recording Secretary

From: Tom MacEwan, Chief Administrative Officer

Date: May 25, 2021

Re: 2021-097 Appointment of Member-at-Large, Randy Harris

Please be advised that Municipal Council, in session on Tuesday, May 25, 2021, made the following motion:

“that Municipal Council accept the recommendation of the Fire & Emergency Services Committee and approves the appointment of Randy Harris, as a member-at-large, to the Fire & Emergency Services Committee for a 3-year term expiring May 31, 2024”.

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Tom MacEwan
Chief Administrative Officer

/trb

MUTUAL AID - FIRE FIGHTING AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2021.

AMONG:

MUNICIPALITY OF THE DISTRICT OF LUNENBURG, a municipal body corporate pursuant to the Municipal Government Act;

-and-

TOWN OF BRIDGEWATER, a municipal body corporate pursuant to the Municipal Government Act;

-and-

TOWN OF LUNENBURG, a municipal body corporate pursuant to the Municipal Government Act;

-and-

TOWN OF MAHONE BAY, a municipal body corporate pursuant to the Municipal Government Act;

-and-

BLOCKHOUSE AND DISTRICT FIRE DEPARTMENT, a body corporate pursuant to the Societies Act;

-and-

BRIDGEWATER FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

CONQUERALL BANK FIRE DEPARTMENT, a body corporate pursuant to the Societies Act;

-and-

CORNWALL & DISTRICT FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

DAYSPRING & DISTRICT FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

HEBBS CROSS FIRE DEPT, a body corporate pursuant to the Societies Act;

-and-

HEBBVILLE FIRE DEPARTMENT, a body corporate pursuant to the Societies Act;

-and-

HEMFORD & DISTRICT FIRE DEPARTMENT, a body corporate pursuant to the Societies Act;

-and-

INDIAN POINT FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

ITALY CROSS, MIDDLEWOOD & DISTRICT FIRE DEPARTMENT, a body corporate pursuant to the Societies Act;

-and-

LAHAVE FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

LAPLAND AND DISTRICT FIRE DEPARTMENT, a body corporate pursuant to the Societies Act;

-and-

LUNENBURG & DISTRICT FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

MAHONE BAY FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

THE FIRE PROTECTION COMMISSIONERS FOR THE DISTRICT OF MARTIN'S RIVER, a body corporate pursuant to the Societies Act;

-and-

MIDVILLE AND DISTRICT FIRE DEPARTMENT, a body corporate pursuant to the Societies Act;

-and-

NEW GERMANY VOLUNTEER FIRE DEPARTMENT, a body corporate pursuant to the Societies Act;

-and-

NORTHFIELD DISTRICT FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

OAKHILL & DISTRICT FIRE DEPARTMENT, a body corporate pursuant to the Societies Act;

-and-

PETITE RIVIERE VOLUNTEER FIRE DEPARTMENT, a body corporate pursuant to the Societies Act.

-and-

PLEASANTVILLE & DISTRICT FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

RIVERPORT FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

TRI DISTRICT FIRE/RESCUE, a body corporate pursuant to the Societies Act.

-and-

UNITED COMMUNITIES FIRE DEPARTMENT, incorporated by an Act of the Nova Scotia Legislature and/or the Rural District Fire Act of Nova Scotia;

-and-

WALDEN VOLUNTEER FIRE DEPARTMENT, a body corporate pursuant to the Societies Act.

-and-

WILEVILLE FIRE DEPARTMENT, a body corporate pursuant to the Societies Act.

(hereinafter referred to collectively as “the Fire Departments”)

WHEREAS the Municipality of the District of Lunenburg, the Town of Bridgewater, the Town of Mahone Bay, and the Town of Lunenburg are enabled by Part 10 of the *Municipal Government Act* to provide fire and emergency services;

AND WHEREAS the Municipality and the Towns have caused the Fire Departments (including fire commissions) to be registered with their respective municipal units in order to provide such fire and emergency services;

AND WHEREAS the Fire Departments have had for many years an existing and effective mutual aid system in place within the Municipality and the Towns;

AND WHEREAS a fire or other emergency could affect any Town or community in the Municipality to such a degree that the resources of a local Fire Department would be inadequate to cope with the situation;

AND WHEREAS the Municipality, the Towns and the Fire Departments wish to make pre-arrangements for the quickest possible reaction in support of any one Fire Department or community which may be affected or threatened by fire or emergency and require assistance.

WITNESS that in consideration of the mutual promises and covenants contained herein the parties, but individually and collectively agree to and with one another as follows:

Response to Call

1. Subject to the availability of fire fighters and equipment, each Fire Department will respond to a call for assistance with such fire fighters and equipment as may be requested by any

other Fire Department in a fire or emergency.

Chief's Authority – Responding Department

2. The Chief of the Fire Department receiving a request for assistance shall have the sole discretion to determine what assistance can be given and what fire fighters and equipment can be made available, and shall have the right to request withdrawal of such assistance when and to the extent that, in his/her judgment, circumstances and his/her responsibilities require him/her to do so, and such request shall not be unreasonably refused by the Chief of the Fire Department which requested the assistance.

Request for Assistance

3. Any call for fire fighting or emergency assistance purporting to be made by the Chief of any Fire Department shall constitute a request for such assistance pursuant to this agreement, and such calls for mutual aid shall specify the type and extent of aid required.

Line of Authority

4. At the fire or emergency scene the assisting Fire Department shall remain under the direction of its Chief at the fire scene who shall make himself/herself at the disposal of the Chief of the Fire Department requesting assistance.

Period of Assistance

5. For the purposes of this agreement the period of assistance shall be deemed to commence immediately upon arrival of the first vehicle of the assisting Fire Department at the fire or emergency site and to end upon its release or termination of duties, exclusive of any period during which its equipment may be immobilized at the fire scene by reason of accident or mechanical breakdown and during which it may be prevented by mechanical defects or deficiencies in its equipment from useful employment in fighting the fire or responding to the emergency.

Mutual Assistance Reciprocal

6. All Fire Departments hereto agree that mutual assistance at fire or emergencies is reciprocal and that no demand will be made by any Fire Department for monetary reward.

No Claims For Liability

7. No Fire Department shall have nor assert any claim against any other Fire Department or the Municipality for loss, damage or injury to personal or property attributable to the performance of this agreement.

Indemnity by Requesting Department

- 8. Other than for matters associated with ownership and operation of vehicles the Fire Department requesting the assistance shall indemnify and same harmless any Fire Department rendering the assistance from and against any and every claim or demand by a person not a party to this agreement that:
 - (a) is based on an event that occurs during a period of assistance as defined in Paragraph 5; and
 - (b) is attributable to or in any way connected with the performance by either party of its obligations under this agreement;

Chief – Expanded Meaning

- 9. In this agreement the expression “Chief” means in the absence of such officer, his/her designate, his/her deputy or any other person discharging his/her duties or responsibilities for the time being.

Procedure for Termination

- 10. (a) This agreement shall remain in force from the effective date until it is terminated, and it may be terminated at any time by any Fire Department giving to the Municipality a written notice naming therein a date at least three (3) months from the giving of such notice upon which this agreement is to terminate, and on the date so named this agreement shall be at an end for the Fire Department but not otherwise, and without prejudice to any Fire Department arising hereunder prior to its termination.
 - (b) The Municipality shall upon receipt of such notice forthwith send a copy of such notice to all the other Towns and Fire Departments who are parties to this agreement.

Responsibility of Chiefs

- 11. The chiefs of the Fire Departments shall be responsible for such mutual consultation and the adoption of such measures as they deem expedient in order to familiarize the fire fighters of each Fire Department with the fire and emergency risks and the fire protection or emergency facilities available to meet them in the area for which any other Fire Department hereto is responsible.

Non-incorporated Departments

- 12. The Fire Department within certain Towns and/or communities may not be incorporated but are part of the town and/or community services and the Towns and/or Municipality in executing this agreement do so on behalf of their respective Fire Departments. Similarly, incorporated fire commissions in executing this agreement do so on behalf of the fire department in their jurisdictions.

Counterparts

13. This agreement may be executed in counterparts and is binding upon all signatories hereto whether any intended signatory shall not have executed this agreement.

Additional Parties

14. Other municipalities, towns, villages, fire commissions or fire departments may become parties to this agreement by executing a schedule to this agreement including their willingness to abide by the terms and conditions contained herein.

IN WITNESS WHEREOF this agreement has been executed and where appropriate the corporate seal has been affixed by the Municipality, the Towns and by the Fire Departments.

SIGNED, SEALED AND DELIVERED)
in the presence of)

**MUNICIPALITY OF THE DISTRICT
OF LUNENBURG**

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TOWN OF BRIDGEWATER
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TOWN OF MAHONE BAY

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BLOCKHOUSE AND DISTRICT FIRE DEPARTMENT

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BRIDGEWATER FIRE DEPARTMENT

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CONQUERALL BANK FIRE DEPARTMENT

Per:

Per:



Memorandum

To: Chris Kennedy, Fire Services Coordinator

CC: Sandra Challis, Recording Secretary

From: Tom MacEwan, Chief Administrative Officer

Date: May 11, 2021

Re: 2021-090 Extension of Current Fire & Emergency Services Committee Members

Please be advised that Municipal Council, in session on Tuesday, May 11, 2021, made the following motion:

“that Municipal Council approve an extension to the terms of the current fire and emergency services representatives appointed to the Fire and Emergency Services Committee until the Municipality can safely hold the Annual General Meeting, at which time nominations and voting for committee members will take place”.

Please advise the FESC members of this decision.

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Tom MacEwan
Chief Administrative Officer

/trb