



Town of Petrolia & Township of Enniskillen Petrolia & North Enniskillen Fire Committee

AGENDA

Thursday, June 18, 2026

6:00 PM

at Petrolia Fire Hall

Page

1. CALL TO ORDER
2. INDIGENOUS LAND ACKNOWLEDGEMENT

"We acknowledge that this land on which we are gathered today is part of the ancestral land of the Chippewa, Odawa and Potawatomi peoples, referred to collectively as the Anishinaabeg. The Town of Petrolia is located on the land associated with the Huron Tract Treaty #29 of 1827. We express gratitude for the land where we live, work, and play, and we are committed to working respectfully with the land and with Indigenous peoples who have called this land home."

3. MINUTES

3 - 7 Review of November 13 2025 minutes
[Minutes Petrolia Fire November 13 2025](#)

4. ITEMS

- 8 - 12 • 2025 and 2026 Budget to Actual
[Copy of JFC Jun 26 Fin Report](#)
- 13 - 15 • Update on Fire Hall Renovations
[Memo To Board 2026.06.08](#)

5. NEW/OTHER BUSINESS

16 - 20

- Fire Ladder Truck Draft Agreement Lambton Shores
[Fire Ladder Truck - Lambton Shores - DRAFT](#)

21 - 48

- Discussion on 2027 Budget Process
- Establishing and Regulating Draft By-law
[v. 11 xx-2026 - PNEFD - Establishing and Regulating rescinds 66-2019 - Copy](#)
[v.11 xx - 2026 - Sch B - PNEFD - Establish and Regulate - approved services and programing](#)
[v.11 xx - 2026 - Sch C - PNEFD - Establish and Regulate - VFF Terms - Copy](#)
[v.11 xx - 2026 - Sch D - PNEFD - Establish and Regulate - cost sharing](#)
[v.11 xx - 2026 -Sch A - PNEFD - Establish and Regulate Organization Chart](#)

6. ADJOURNMENT

Please note: This is a courtesy notification and posting.

The Agenda and Minutes of the Petrolia & North Enniskillen Fire Management Committee are orchestrated through the Township of Enniskillen.

Should you have any questions please contact the Enniskillen Clerk at 519-882-2490.

THE PETROLIA NORTH ENNISKILLEN FIRE DEPARTMENT

FOURTH MEETING

MINUTES

NOVEMBER 13 2025

A meeting of the Management Committee of the Petrolia North Enniskillen Fire Department was held on Thursday November 13 2025 at 6:00 p.m. at the Enniskillen Council chambers.

Present:

Town of Petrolia: Chad Hyatt

Township of Enniskillen: Wally Van Dun, Judy Krall

Fire Department: Chief Rick Cousins, Deputy Chief Brian Clark, Captain Kevin Pearson

Administration: Rick Charlebois, Jayla Saunders, Christine Poland

1. Chad Hyatt called the meeting to order
2. Chad Hyatt presented the Indigenous Land Acknowledgement.
3. Minutes

Moved by Judy Krall

Seconded by Wally Van Dun

That the minutes of the meeting of July 28 2025 be adopted as circulated.

Carried.

4. Fire station decontamination proposal

Lydia Comley was present from Misener Engineering to review the Fire Station decontamination proposal.

The proposal is to renovate the existing fire hall as per the following schedule

Phase I - 2025:

Complete a Designated Substance Survey (DSS), which is required in advance of renovation works.

Complete CCTV (camera) inspection of the existing sanitary service from the building to the road.

Complete architectural code review of the proposed floor plans prepared by MISENER.

Phase II - 2026:

Complete detailed architectural and engineering designs and drawings.

Prepare a Request for Quotation package for the proposed renovation work.

Phase III - 2027:

Replace the existing water and sanitary services from the building to the road, if determined to be necessary during detailed design.

Submit a Request for Quotation to pre-qualified contractors for competitive bidding.

Complete asbestos abatement throughout the building, if and where deemed to be required in advance of renovation work.

Install accessible ramp and AODA compliant door at the existing entrance (man door) on the front side of the Fire Hall.

Complete the renovation of the main floor of the fire hall.

Phase IV - 2028:

Complete the renovation of the second floor of the fire hall.

Complete miscellaneous maintenance activities on the existing building structure as recommended by the Engineer.

The scope of this proposal is limited for work to be completed in Phases I and II.

A detailed schedule will be developed with consultation with the Client following award and pending available budget.

Lydia had presented updated drawings to the Board. The updated drawings will replace the drawings originally presented with the agenda packages.

Moved by Judy Krall

Seconded by Brian Clark

That Phase I and II be approved at a cost of \$62,005 as per the Project Proposal presented by Misener Engineering – Fire Station Renovations – Decontamination Unit of November 13 2025 and that the funds be utilized for Phase I and Phase II from the Washroom Reno Reserve.

Carried.

Moved by Judy Krall

Seconded by Wally Van Dun

That the Memo from Secretary Christine Poland in regards to the E&R By-law be Received and Filed.

Carried.

5. Moved by Judy Krall

Seconded by Rick Cousins

That the Grants Status and Summary Reports presented by Jayla Saunders be Received and Filed.

Carried.

Moved by Judy Krall

Seconded by Wally Van Dun

That the Notice of Motion from Town of Petrolia Councillor Liz Welsh be updated to include the version that was adopted by the Town of Petrolia Council at the meeting September 22 2025 and that this notice of motion be Received and Filed.

Carried.

Discussion took place about the proposed renovations in relation to the above Notice of Motion. It was noted that the renovations to the existing fire hall as proposed would fulfill the needs of the department for the current population and dynamics of the area. If expansion within the Town or the Township occurs in the future, studies will need to be conducted to determine needs at that time. It was also noted, that the investment in renovation works could improve the overall asset condition from the results of the 2021 condition assessment.

Moved by Judy Krall

Seconded by Wally Van Dun

That the Third Quarter Report 2025 prepared by Chief Cousins be Received and Filed.

Carried.

Petrolia and North Enniskillen Fire Department Volunteer Firefighter
Renumeration Study – Project Overview

Moved by Judy Krall

Seconded by Rick Cousins

That the Petrolia and North Enniskillen Fire Department Volunteer Firefighter Renumeration Study – Project Overview be accepted and that the proposed time-line and advancement of the study be approved.

Carried.

Pumper Truck Update

It was explained that a commercial cab and chassis would not accommodate the required 2,000 gal pump. The proposed truck is being designed to fit the needs of the community with longevity and safety in mind, therefore requiring the custom cab and chassis design. The process to purchase is expected to take between 30 and 36 months. A deposit would be required at the time of commitment to purchase with the remainder of the truck being paid for when delivered as per past practice.

Kevin Pearson was present to provide the following updated quotes for the purchase of a new pumper truck.

FOURTH MEETING

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NOVEMBER 13 2025

Fort Gary Fire Trucks	\$1,367,457.00
Cityview Vehicles	\$1,785,600.00
Commercial Emergency Equipment Co.	\$1,511,000.00

Moved by Wally Van Dun

Seconded by Judy Krall

That the pumper truck from Fort Gary Fire Trucks at a cost of \$1,367,457.0 plus a 5% contingency allowance be recommended for approval and purchase to both Town of Petrolia and Township of Enniskillen Councils.

Carried.

Moved by Judy Krall

Seconded by Wally Van Dun

That the Capital and Operating Budget Reports for 2025 as presented by Jayla Saunders be Received and Filed.

Carried.

In the past, the Town of Petrolia and the Township of Enniskillen have alternated applying for the Canada Summer Jobs program to allow the Fire Department to hire summer students.

Moved by Judy Krall

Seconded by Rick Cousins

That the Township of Enniskillen apply for the Canada Summer Jobs program for two students for 2026.

Carried.

Moved by Wally Van Dun

Seconded by Judy Krall

That a detailed report on spending of the Petrolia North Enniskillen Fire Department be provided quarterly in coordination with meeting dates going forward.

Carried.

FOURTH MEETING

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NOVEMBER 13 2025

6. Adjournment

Moved by Judy Krall

Seconded by Brian Clark

That the meeting be adjourned and that the next meeting will be at the call of the Chair in 2026.

Carried.

Chair

Secretary

“Subject to Fire Management Approval”

(up to May 31/26)

FIRE DEPARTMENT

	Year End Actual	Year End Budget	Actual YTD	Budget YTD	Budget	2025 Actual vs. Budget YTD	2026 Actual vs. Budget YTD
	2025	2025	2026	2026	2026		

REVENUE

01-3024-0505	FIRE DEPT - ENNISKILLEN	\$ (224,994)	\$ (260,238)	\$ -	\$ -	\$ (270,184)	\$ 35,244	\$ -
01-3069-1004	FIRE DEPT REVENUE	\$ (11,046)	\$ (5,000)	\$ (6,974)	\$ (2,083)	\$ (5,000)	\$ (6,046)	\$ (4,891)
01-3069-1009	FIRE - SALE OF EQUIPMENT	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ (5,000)	\$ -
01-3023-0205	SUMMER STUDENT GRANT - FIRE	\$ (3,869)	\$ -	\$ -	\$ -	\$ -	\$ (3,869)	\$ -
01-3070-1112	DONATIONS - FIRE DEPT	\$ (850)	\$ (500)	\$ (50)	\$ (208)	\$ (500)	\$ (350)	\$ 158
01-3071-1221	TRSF-FIRE RESERVE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE		\$ (245,759)	\$ (265,738)	\$ (7,024)	\$ (2,292)	\$ (275,684)	\$ 19,979	\$ (4,732)

EXPENSES

SALARIES & REMUNERATION

01-4051-0101	FIRE-SALARIES - FIREFIGHTERS	\$ 144,576	\$ 144,576	\$ 4,818	\$ -	\$ 148,913	\$ 0	\$ 4,818
01-4051-0102	FIRE - CHIEF REMUNERATION	\$ 130,341	\$ 114,562	\$ 52,214	\$ 51,526	\$ 123,663	\$ 15,779	\$ 688 Chiefs leave payout
01-4051-0103	FIRE - SUMMER STAFF	\$ 13,392	\$ 17,158	\$ -	\$ -	\$ 17,673	\$ (3,766)	\$ -
01-4051-0104	FIRE - BENEFITS (VFIS)	\$ 14,016	\$ 15,000	\$ 9,810	\$ 12,000	\$ 12,000	\$ (984)	\$ (2,190)
01-4051-0105	FIRE - YMCA MEMBERSHIPS	\$ 10,821	\$ 15,000	\$ 4,529	\$ 6,250	\$ 15,000	\$ (4,179)	\$ (1,721)
01-4051-0206	FIRE-WSIB	\$ 8,294	\$ 11,500	\$ -	\$ -	\$ 10,000	\$ (3,206)	\$ -
TOTAL SALARIES & REMUNERATION		\$ 321,440	\$ 317,796	\$ 71,372	\$ 69,776	\$ 327,249	\$ 3,644	\$ 1,595

OFFICE & GENERAL EXPENSES

01-4051-0301	FIRE-ADMINISTRATION SUPPORT	\$ 42,766	\$ 35,000	\$ 18,826	\$ 22,917	\$ 55,000	\$ 7,766	\$ (4,091)
01-4051-0304	FIRE - OFFICE/CLEANING SUPPLIES		\$ -	\$ 497	\$ 1,250	\$ 3,000	\$ -	

01-4051-0302	FIRE-COMPUTER SUPPORT	\$ 20,334	\$ 22,000	\$ 21,486	\$ 22,000	\$ 22,000	\$ (1,666)	\$ (514)
01-4051-0303	FIRE-TELEPHONE/FAX	\$ 4,050	\$ 5,800	\$ 2,378	\$ 2,417	\$ 5,800	\$ (1,750)	\$ (39)
01-4051-0307	FIRE-LEGAL/INS DEDUCT	\$ 1,174	\$ 5,000	\$ -	\$ 2,083	\$ 5,000	\$ (3,826)	\$ (2,083)
TOTAL OFFICE & GENERAL EXPENSES		\$ 68,325	\$ 67,800	\$ 43,186	\$ 50,667	\$ 90,800	\$ 525	\$ (7,480)

EQUIPMENT RELATED EXPENSES

01-4051-0401	FIRE-TRUCK MAINT	\$ 20,868	\$ 25,000	\$ 5,971	\$ 11,250	\$ 27,000	\$ (4,132)	\$ (5,279)
01-4051-0402	FIRE-FUEL	\$ 7,509	\$ 8,000	\$ 3,554	\$ 3,333	\$ 8,000	\$ (491)	\$ 220
01-4051-0403	FIRE-EQUIP REPAIR	\$ 7,348	\$ 20,000	\$ 84	\$ 9,167	\$ 22,000	\$ (12,652)	\$ (9,083)
01-4051-0504	EQUIPMENT TEST & INSPECTION	\$ 10,718	\$ 15,000	\$ 6,153	\$ 6,875	\$ 16,500	\$ (4,282)	\$ (722)
01-4051-0514	BUNKER GEAR RENTAL	\$ -	\$ 10,000	\$ -	\$ 2,500	\$ 6,000	\$ (10,000)	\$ (2,500)
TOTAL EQUIPMENT RELATED EXPENSES		\$ 46,443	\$ 78,000	\$ 15,762	\$ 33,125	\$ 79,500	\$ (31,557)	\$ (17,363)

FIREFIGHTER RELATED EXPENSES

01-4051-0513	FIRE- MEDICAL DRIVING TEST	\$ 1,708	\$ 1,500	\$ 460	\$ 1,000	\$ 2,400	\$ 208	\$ (540)
01-4051-0306	FIRE-UNIFORMS	\$ 5,702	\$ 15,000	\$ 1,026	\$ 6,250	\$ 15,000	\$ (9,298)	\$ (5,224)
01-4051-0308	FIRE-MISCELLANEOUS	\$ 881	\$ 3,000	\$ 59	\$ 1,250	\$ 3,000	\$ (2,119)	\$ (1,191)
01-4051-0312	FIRE- TRAINING	\$ 35,762	\$ 35,000	\$ 1,570	\$ 4,167	\$ 10,000	\$ 762	\$ (2,596)
01-4051-0406	FIRE-ASSOCIATIONS	\$ 503	\$ 3,000	\$ 373	\$ 1,250	\$ 3,000	\$ (2,497)	\$ (877)
01-4051-0407	FIRE-RADIO/PAGER MAINT	\$ 4,135	\$ 18,000	\$ 2,105	\$ 8,333	\$ 20,000	\$ (13,865)	\$ (6,229)
01-4051-0410	FIRE-FIRE RECOGNITION	\$ 4,455	\$ 5,500	\$ 113	\$ 2,292	\$ 5,500	\$ (1,045)	\$ (2,179)
01-4051-0411	FIRE-RADIO LICENCE	\$ 11,124	\$ 7,500	\$ 5,367	\$ 3,250	\$ 7,800	\$ 3,624	\$ 2,117
01-4051-0510	FIRE-PROT CLOTHING	\$ 1,396	\$ 2,500	\$ 1,538	\$ 1,667	\$ 4,000	\$ (1,104)	\$ (129)
01-4051-0512	FIRE-HEALTH & SAFETY	\$ 2,051	\$ 2,000	\$ 54	\$ 833	\$ 2,000	\$ 51	\$ (779)
TOTAL FIREFIGHTER RELATED EXPENSES		\$ 67,718	\$ 93,000	\$ 12,666	\$ 30,292	\$ 72,700	\$ (25,282)	\$ (17,626)

INSURANCE

01-4051-0310	FIRE-INSURANCE	\$ 26,712	\$ 25,000	\$ 26,488	\$ 28,000	\$ 28,000	\$ 1,712	\$ (1,512)
TOTAL INSURANCE		<u>\$ 26,712</u>	<u>\$ 25,000</u>	<u>\$ 26,488</u>	<u>\$ 28,000</u>	<u>\$ 28,000</u>	\$ 1,712	\$ (1,512)

CENTRAL DISPATCH

01-4051-0408	FIRE-CENTRAL DISPATCH	\$ 32,470	\$ 34,000	\$ 32,374	\$ 37,710	\$ 37,710	\$ (1,530)	\$ (5,336)
TOTAL CENTRAL DISPATCH		<u>\$ 32,470</u>	<u>\$ 34,000</u>	<u>\$ 32,374</u>	<u>\$ 37,710</u>	<u>\$ 37,710</u>	\$ (1,530)	\$ (5,336)

PREVENTION/EDUCATION

01-4051-0409	FIRE-PREVENTION/EDUCATION/INSPECTION	\$ 1,872	\$ 10,000	\$ 307	\$ 4,167	\$ 10,000	\$ (8,128)	\$ (3,860)
TOTAL PREVENTION/EDUCATION		<u>\$ 1,872</u>	<u>\$ 10,000</u>	<u>\$ 307</u>	<u>\$ 4,167</u>	<u>\$ 10,000</u>	\$ (8,128)	\$ (3,860)

FIRST AID SUPPLIES

01-4051-0511	FIRE-FIRST AID SUPPLIES	\$ 1,102	\$ 1,500	\$ 101	\$ 1,667	\$ 4,000	\$ (398)	\$ (1,566)
TOTAL FIRST AID SUPPLIES		<u>\$ 1,102</u>	<u>\$ 1,500</u>	<u>\$ 101</u>	<u>\$ 1,667</u>	<u>\$ 4,000</u>	\$ (398)	\$ (1,566)

UTILITIES & BUILDING COSTS

01-4051-0601	FIRE-BLDG UTILITIES	\$ 16,413	\$ 19,000	\$ 5,422	\$ 7,917	\$ 19,000	\$ (2,587)	\$ (2,495)
01-4051-0602	FIRE-BLDG REPAIR/MAINT	\$ 755	\$ 10,000	\$ 658	\$ 5,000	\$ 12,000	\$ (9,245)	\$ (4,342)
TOTAL UTILITIES & BUILDING COSTS		<u>\$ 17,168</u>	<u>\$ 29,000</u>	<u>\$ 6,080</u>	<u>\$ 12,917</u>	<u>\$ 31,000</u>	\$ (11,832)	\$ (6,836)

OTHER EXPENSES

01-4051-0703	FIRE-NEW EQUIPMENT	\$ -	\$ -	\$ 581	\$ -	\$ -	\$ -	\$ 581
01-4051-0708	FIRE - TRANSFER TO RESERVES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER EXPENSES		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 581</u>	<u>\$ -</u>	<u>\$ -</u>	\$ -	\$ 581

TOTAL EXPENSES		<u>\$ 583,251</u>	<u>\$ 656,096</u>	<u>\$ 208,916</u>	<u>\$ 268,320</u>	<u>\$ 680,959</u>	\$ (72,845)	\$ (59,404)
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DEPARTMENTAL TOTALS								
EXPENDITURES OVER (UNDER) REVENUE	\$ 337,492	\$ 390,358	\$ 201,892	\$ 266,028	\$ 405,276	\$ (52,866)	\$ (64,136)	

	Actual 2025	Bud 2025	Actual 2026	Bud YTD 2026	BUDGET 2026
Expenses Year-to-date	\$ 583,251	\$ 656,096	\$ 208,916	\$ 268,320	\$ 680,959
Less: Revenue-to-date	\$ (20,765)	\$ (5,500)	\$ (7,024)	\$ (2,292)	\$ (5,500)
Net Expenses Year-to-date	\$ 562,486	\$ 650,596	\$ 201,892	\$ 266,028	\$ 675,459
Enniskillen share (40%)	\$ 224,994	\$ 260,238	\$ 80,757	\$ 106,411	\$ 270,184
Less: Previous payment	\$ (224,994)	\$ (260,238)	\$ -	\$ -	\$ -
To Be Invoiced	\$ 0	\$ 0	\$ 80,757	\$ 106,411	\$ 270,184
Petrolia Share (60%)	\$ 337,491	\$ 390,358	\$ 121,135	\$ 159,617	\$ 405,276

DRAFT 2025 Year Fire Capital (Petrolia Share Only and Enniskillen charges recorded)

	2025 Actual	2025 Budget	
Tanker Replacement - part payment	\$ 140,526	\$138,000	
Exhaust System - Fire Hall	\$ 37,783	\$36,000	COMPLETE
Exhaust System - Fire Hall	\$ (8,592)		Town portion Grant
Washrooms/Shower Reno - transfer to Reserve	\$ -	\$60,000	Transferred & Paid Petrolia share of Ladder Repairs
Radio Battery Replacement Program	\$ 2,329	\$6,600	
Protective Clothing - Bunker Gear	\$ 13,831	\$24,000	
Minor fire equipment	\$ -	\$12,000	
Protective Clothing - balaclavas & gloves	\$ 11,584	\$0	COMPLETE
Firehouse Subs Grant - balaclavas & gloves	\$ (11,584)	\$0	
Total	\$185,878	\$276,600	-\$90,722

2026 Yea-to-Date Fire Capital (Petrolia Share Only, and charge to Enniskillen not recorded yet)

	2026 Actual YTD	2026 Budget YTD	
Minor Fire Equipment Minor Fire Equipment (use for parking lot)	\$0	\$16,000	
SCBA Equipment SCBA Equipment Bottles	\$26,236	\$13,200	Enniskillen share not recorded yet
SCBA Equipment SCBA Equipment	-\$19,626	\$13,200	Enniskillen share not recorded yet
Fire Chief Vehicle 2013 Ford Explorer XLT 4D Utility V6	\$81,335	\$60,000	Enniskillen share not recorded yet
Protective Clothing Protective Clothing - Bunker Gear	\$0	\$24,000	
Firehall - Facilities F Transfer to Washroom/Shower Reserve	\$0	\$60,000	
Firehall - Facilities F Roof Repairs	\$0	\$15,000	
Tanker Replacemer Tanker Replacement - Second Payment	\$280,189	\$264,069	

Decontamination Upgrades

	\$33,324		\$0	Detailed Engineering; Decon/Washroom Reserve to fund
Total	\$ 401,458	\$ 465,469	\$ (64,011)	

Memo To: Petrolia North Enniskillen Fire Committee

From: Christine Poland

RE: Fire Hall Decontamination Unit / Renovation – Detailed Engineering Update

Date: June 8th, 2026

The detailed design drawings for the Fire Station Decontamination Unit / Renovation are nearing completion. Misener Engineering (MISENER) intends to share the detailed design package with the Fire Committee at the scheduled June 18th, 2026 meeting. MISENER will be attendance at the meeting to respond to any questions from the Fire Committee.

Extensive effort has been made by MISENER to optimize the use of every square inch of the space available, while prioritizing costs savings wherever possible through the use of stock cabinetry, cost effective finishes, and the reuse of plumbing, electrical and mechanical fixtures and equipment where possible.

There is currently \$20,000 available in the operations budget earmarked for miscellaneous maintenance on the Fire Station.

MISENER recommends that the following miscellaneous work be completed on the exterior of the Fire Hall in 2026 and in preparation for of the 2027/2028 interior renovations:

1. Removal of the two (2) towers on the south side of the building shown in Figure 1 below.
 - *Removal is required as their current location conflicts with the new mechanical units and the new sanitary and water connections to inside the building.*
2. Replacement of two (2) original aluminum windows on the west wall of the second floor shown in Figure 2 below.
 - *These two (2) windows are the only remaining original/non-vinyl windows in the building. The windows have open vent holes which result in significant heating and cooling losses.*
 - *These windows should be replaced prior to the exterior painting to ensure the new paint finish does not get damaged/scratched during installation.*
3. Painting of exterior steel siding and re-caulking all windows and exterior wall penetrations to maintain/refresh the building exterior and match the proposed new renovation colour scheme as shown in Figure 3 below (not exact colour pictured).
 - *Give the age of the vinyl windows (2018), the exterior caulking is due for replacement as it is likely deteriorated/cracked. Completing this routine maintenance at the same time as the painting will ensure that the paint/caulking are appropriately colour matched.*



Figure 1: Two (2) Towers on South Side Requiring Removal.



Figure 2: Two (2) Original Upper Windows with Vent Holes at Bottom.



Figure 3: Current Fire Station Frontage (Upper) & Proposed (Below) - AI Rendering.

The preliminary/high-level cost of the proposed Fire Hall renovation work was previously estimated to be in the order of \$850,000 excluding HST for interior works only (excludes work proposed for 2026 as described above). An updated cost estimate will be forthcoming from MISENER, based on the detailed design, following the incorporation of the Fire Committee's comments at the June 18th meeting.

Currently, there is approximately \$269,000 available in the Fire Reno Reserve. The plan is to continue to transfer \$100,000 each year from 2025 to 2027 (\$60,000 Petrolia/\$40,000 Enniskillen). 2027 is the final year of the \$100,000 planned final transfer to the Fire Reno Reserve. The remainder of the required funds will be raised through the budget process in 2027 and 2028.

AGREEMENT

This Agreement made this day of 2026

Between:

The Town of Petrolia

and

The Township of Enniskillen

hereinafter called the "PE"

and

The Corporation of the Municipality of Lambton Shores

hereinafter called the "LS"

WHEREAS the *Fire Protection and Prevention Act, 1997* authorizes a municipality to provide and/or receive fire protection services to or from other Municipalities.

AND WHEREAS the Twon of Petrolia and Township of Enniskillen has established a fire department which includes aerial equipment (hereinafter the "ladder truck")

AND WHEREAS there exist properties within the Municipality of Lambton Shores which would benefit from the availability of a ladder truck in emergency situations.

AND WHEREAS LS has requested PE to make its ladder truck available to the LS Fire and Emergency Services to respond to certain emergency situations;

AND WHEREAS PE has agreed to make its ladder truck available for a fee and subject to the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this agreement,
 - 1.1. "Fire Chief" means the chief of the Petrolia & North Enniskillen Fire Department or the chief of the Lambton Shores Fire and Emergency Services as applicable.
 - 1.2. "Ladder truck" means the Petrolia North Enniskillen Fire Department's firefighting vehicle equipped with a 100-foot ladder.
 - 1.3. "Ladder truck services" means and includes the ladder truck and four (4) Petrolia North Enniskillen Fire Department members trained in the use and operation of the ladder truck for the provision of firefighting and protection services.
2. Term and Termination
 - 2.1. This Agreement shall commence on the date of execution by both parties and shall be effective until **December 31st, 2031** unless otherwise terminated as provided for in subsection 2.2.
 - 2.2. This Agreement may be terminated:
 - 2.2.1. by either party upon the giving of (3) months' notice in writing to the other party with or without reason.
 - 2.2.2. by PE upon the default of LS of any of the terms of this agreement; as a condition precedent to giving such notice of termination PE shall provide written notice of default and LS shall have fifteen (15) days from the date of the notice to remedy the identified default(s) to the satisfaction of PE where such default has not been remedied PE may terminate the agreement as of a date specified in writing.

3. PE will make ladder truck services available to LS upon request, provided such request is made in accordance with the protocol set out in section 3 and subject to sections 4 and 5.
4. Should the LS Fire and Emergency Services require ladder truck services at an occurrence within LS, such ladder truck services shall be summoned through LS's Command and Dispatch. For clarity a request for ladder truck services is not a Notice as contemplated in section 16 of this Agreement.
5. Notwithstanding Section 2 and 3 above, the PEFD may refuse to supply ladder truck services if the ladder truck is required within Petrolia/Enniskillen or elsewhere under the provisions of any Mutual Aid agreement entered into by PE.
6. Notwithstanding sections 2 and 3 above, the PEFD may order the return of the ladder truck and/or disengagement of the ladder truck services if the ladder truck is required within Petrolia-Enniskillen or elsewhere under the provisions of any Mutual Aid agreement entered into by Petrolia-Enniskillen. In such cases the PEFD shall advise LSFES to summon alternative assistance in accordance with the provisions of any applicable aid agreement.
7. When a request is made under section 3, upon arrival at the scene of an incident within LS, the ladder truck services shall be under the direction and supervision of the LSFES, and the Petrolia-Enniskillen Officer attending with the Ladder Truck shall have full authority and control over the ladder truck services until such time as the ladder truck services are no longer required or have been disengaged pursuant to section 5.
8. LS agrees to pay for the ladder truck services as set out in Schedule A hereto.
9. LS shall provide a map in such electronic and hard copy forms as may be requested by the PEFD of the Municipality of LS clearly indicating:
 - 9.1. all readily accessible static sources of water available for firefighting operations.
 - 9.2. all bridges under municipal or other jurisdiction(s) and the prescribed weight limits and advice of alternate routes for the ladder truck. Bridges identified as being unable to carry the weight of the ladder truck, shall be set out in Schedule "C" attached to and forming part of this agreement. Any bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by the ladder truck.
10. LS agrees to identify all streets and roads within the Municipality of Lambton Shores by having them clearly marked at all intersections. Note: 911 mapping and numbering will be deemed sufficient to meet this requirement.
11. PE does not warrant or guarantee the availability or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses or losses occurring by reason of suspension or discontinuance of the provision of such services for any reason which is beyond the reasonable control of PE, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design etc. Without limiting the foregoing, no liability shall attach or accrue to PE for failing to supply LS, ladder truck services on any occasion, or occasions.
12. LS hereby indemnifies and holds harmless PE from any loss, damage, expense or cost suffered or incurred as a consequence of the supply of ladder truck services by PE to LS and without limitation in the conduct of any response to an emergency and/or incident whereat it has requested and/or received ladder truck services.

By Enniskillen on the day of , 2026.

The Township of Enniskillen

Per: _____

Mayor:

Per: _____

Clerk:

DRAFT

SCHEDULE "A"

FEES AND PAYMENT

LS acknowledges and agrees that it shall pay to PE:

1. an annual fee the purpose of which is to recognize the value of the availability of the specialized ladder truck services; and
2. fees as determined below per request for and/or delivery of ladder truck services.

Annual Fee:

The annual fee shall be \$2,500.00.

Fees for Each Request for Ladder Truck Services:

The fee for each request and/or delivery of ladder trucks shall be at the Ministry of Transportation rates for 2026 which as of the date of commencement of this agreement was Five Hundred & Seventy dollars & fifty cents per hour (\$570.50/hour) with a minimum call out of 4 hours. The fees will be adjusted each year to the current MTO Rate. Shall the Ladder Truck be required longer; billing will be current MTO Rate per hour and up to one hour after the Ladder Truck is released by Lambton Shores Incident Commander.

Any request shall be subject to a minimum charge of 4 hours for each request for ladder truck services.

LS acknowledges and agrees that such fees are payable for every request for service regardless of whether such request is cancelled or revoked after the PE FD has received the request. After four (4) hours, the fee shall be calculated based upon 60-minute increments and ceases one (1) hour after the unit is released from the scene by Lambton Shores Command.

Payment of Fees

The Annual Fee is due and payable not later than the 30th day of January in each calendar year and shall be subject to 2.5% increase from the prior year's annual fee. PE will provide an invoice for the annual fee.

PE will invoice LS on a quarterly basis for requests for ladder truck services and such invoice shall identify the date and time of the request and the duration of the response and delivery of such services.

All invoices shall bear interest at the rate of 12% per annum commencing 30 days after the date of the invoice.

THE CORPORATION OF THE TOWN OF PETROLIA
BY-LAW XX of 2026

A By-Law to Establish and Regulate a Fire Department for the Town of Petrolia
and Township of Enniskillen
“Petrolia & North Enniskillen Fire Department”

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 to appoint a community safety officer or team or establish a fire department to discharge its responsibilities; and

WHEREAS Section 5 of the *Fire Protection and Prevention Act* provides that the Council of a municipality may establish, maintain and operate a fire department for the municipality and that the fire department shall provide fire suppression services and may provide other fire protection services; and

WHEREAS the Corporation of the Town of Petrolia and the Corporation of the Township of Enniskillen have entered into agreements for the creation and operation of a shared department known as the Petrolia & North Enniskillen Fire Department; and

WHEREAS the Town of Petrolia and Township of Enniskillen have agreed to continue the joint operation of the Petrolia & North Enniskillen Fire Department; and

WHEREAS the Town of Petrolia and Township of Enniskillen had agreed to continue the joint management of Petrolia & North Enniskillen Fire Department with a joint service committee known as the Petrolia & North Enniskillen Fire Committee; and

WHEREAS the Town of Petrolia and Township of Enniskillen have agreed to the joint ownership of vehicles, equipment and the land and buildings, described as Plan 22 Block E lots 12-15 within the Town of Petrolia, excluding the John H Fairbank Training Center which shall be solely owned and operated by the Town of Petrolia; and

WHEREAS the Town of Petrolia shall retain sixty percent (60%) ownership, and the Township of Enniskillen shall retain forty percent (40%) ownership of vehicles, equipment, property and other assets. All vehicle ownership and registration shall be in the name of the Corporation of the Town of Petrolia; 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, among other things, 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 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 to the tax roll and collecting them in the same manner as property taxes; and

WHEREAS the Councils of the Town of Petrolia and Township of Enniskillen deems it desirable and necessary to amend and update its by-law to establish and regulate a Fire Department for the Town of Petrolia and Township of Enniskillen; and

NOW THEREFORE, THE COUNCILS OF THE CORPORATION OF THE TOWN OF PETROLIA AND TOWNSHIP OF ENNISKILLEN HEREBY ENACTS AS FOLLOWS;

DEFINITIONS

1. In this by-law, unless the context otherwise requires:
 - a) *"Approved"* means approved by Councils;
 - b) *"Automatic Aid"* means an Approved agreement under which a municipality 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) *"Councils"* means the Councils of the Town of Petrolia and Township of Enniskillen;
 - d) *"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 absence or a vacancy in the office of the Fire Chief;
 - e) *"Fire Chief"* means the person appointed by Council to act as fire chief for the Town and Township within the PNEFD response area and who is ultimately responsible to Councils as set out in the *Fire Protection and Prevention Act*;
 - f) *"Fire Code"* means Ontario Regulation 213/07, as amended, and any successor regulation;
 - g) *"Fire Committee"* means a joint committee from the Town and Township as appointed by Councils consisting of Fire Chief, Deputy Fire Chief(s), two council appointees by the Town and Two council appointees by the Township;
 - h) *"Fire Department"* means the fire department for the Town and Township also known as Petrolia & North Enniskillen Fire Departments;
 - i) *"Firefighter"* means the Fire Chief and any other person employed in or appointed to the Petrolia & North Enniskillen Fire Department to undertake Fire Protection Services and includes a volunteer firefighter as defined in the *Fire Prevention and Protection Act* S.O. 1997 Part I;
 - 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"* 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, communications, training of personnel involved in the provision of Fire Protection Services, and the delivery of all those services. See Schedule B;
 - l) *"Member"* means any person appointed by the Fire Chief to the Fire Department and assigned to undertake Fire Protection Services, and includes Chief Officers, Officers, Coordinator, SORT, Volunteer Firefighters, and administrative staff;
 - m) *"Municipal Act"* means the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, and any successor legislation;
 - n) *"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;

- o) *“Officer”* means Fire Chief, Deputy Fire Chief, Captain, Acting Captain, Training Officer, Fire Prevention Officer, incident safety officer, and any person designated by the Fire Chief to supervise Firefighters;
- p) *“Paid On-Call”* means a VFF who carries a pager that alerts them when an emergency response has been dispatched and the fire department's assistance is required. Paid On-Call Firefighters get paid when responding to calls, attending training, and conducting public education.
- q) *“Petrolia & North Enniskillen Fire Department Association”* means a separate membership of current and past members and immediate families who through holding special events fundraise for equipment and betterment of the Petrolia & North Enniskillen Fire Department and its members that are directly governed by Petrolia & North Enniskillen Fire Department;
- r) *“PNEFD”* means the Petrolia & North Enniskillen Fire Department
- s) *“Response Area”* means the Petrolia North Enniskillen established area of responsibility to provide Fire Protection, Prevention and Public Education as established by the Town and Township;
 - a) to the North: **south side of Churchill Line**
 - b) to the South: **midway between Shiloh Line and Rokeby Line**
 - c) to the West: **east side of Mandaumin Road**
 - d) to the East: **west side of Forest Road**
- t) *“Significant Event”* means Structure Fire, Field Fire, Pedestrian and or MVC Accident with death or injury, Disruption of Essential Services, Damage to property, Environment, or infrastructure, and Road Closure.
- u) *“Support Operations Response Team (SORT)”* means specialized members conducting on-scene support role operations to assist with incident mitigation and safety of Firefighters and does not include Fire Suppression activities inside the “Hot” zone;
- v) *“Town”* means The Corporation of the Town of Petrolia;
- w) *“Township”* means The Corporation of the Township of Enniskillen;
- x) *“Volunteer Firefighter (VFF)”* means a firefighter who provides fire protection services either voluntarily or for a nominal consideration, honorarium, training or activity allowance as defined by *the Fire Protection and Prevention Act S.O. 1997 Part I*;

ESTABLISHMENT

- 2. A Fire Department for the Town of Petrolia and Township of Enniskillen to be known as the “Petrolia & North Enniskillen Fire Department” is hereby established, and the head of the Fire Department shall be known as the Fire Chief;
- 3. The terms and agreement of the established Fire Department are outlined in
 - a. Schedule “A” – Organizational Chart
 - b. Schedule “B” – Approved Services and Programs,
 - c. Schedule “C” – Volunteer Fire Fighter terms and conditions of employment and
 - d. Schedule “D” – cost sharing agreement attached hereto and forming part of this bylaw;
 - e. Schedule “E” – Communication Chart

DEPARTMENT STRUCTURE

- 4. Councils shall appoint a Fire Chief who shall be the highest-ranking Officer and director of the Fire Department;
- 5. In addition to the Fire Chief, Councils shall appoint Deputy Fire Chief(s) 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;

6. In addition to the Fire Chief and Deputy Fire Chiefs, the Fire Department shall consist of Captain(s), Fire Prevention Officer(s), Incident Safety Officer(s), Inspector(s), Fire Safety Educator(s), Volunteer/Paid On-Call Firefighter(s), SORT Coordinator, SORT response member(s) and other Members deemed necessary by and appointed by the Fire Chief to provide Fire Protection Services;
7. 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;
8.
 - a) It is preferred that members of the Petrolia & North Enniskillen Fire Department requiring incident response shall live within Department response area set out as defined, an exemption may be made for a member that works within the response area set out as defined, with prior approval in writing from their employer.
 - b) Member positions not requiring incident response (including but not limited to Fire Prevention Officer, Public Education Officer):
 - i. Application may be received from an applicant residing outside of the response area (defined above) for positions not requiring incident response.
 - ii. Recommendation of such a member exemption is to be provided the Fire Chief to the CAO for approval;

APPROVED SERVICES AND PROGRAMS

9. The Fire Department shall provide such Fire Protection Services and programs as approved by Councils through Fire Committee in accordance with Part II of the *Fire Protection and Prevention Act* and set out in Schedule "B" attached hereto and forming part of this by-law;

RESPONSES OUTSIDE THE LIMITS OF THE ESTABLISHED RESPONSE AREA

10. The Fire Department shall not respond outside the limits of the response area except with respect to a fire, rescue or emergency:
 - a) That, in the opinion of the Fire Chief or designate, threatens property in the response area, or property situated outside the response area that is owned or occupied by the Town or Township;
 - b) In a municipality with which an Approved agreement has been entered to provide fire protection services which may include automatic aid;
 - c) On property with which an Approved agreement has been entered with any person or corporation to provide fire protection services;
 - d) At the discretion of the Fire Chief or designate, to a Fire Service authorized to participate in any county or municipality 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 established response area 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 both municipal Councils through the Fire Committee, as set out in subsection 6(3) of the *Fire Protection and Prevention Act* for the delivery of fire protection services.
The Fire Chief shall be responsible to the Town of Petrolia CAO for the administration of the Fire Department.
12. The Fire Chief shall be deemed to be the Chief Fire Official of the established response area 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;
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*, and any other legislation applicable to the administration or operation of the Fire Department;
 - b) Reporting to Councils as required by the *Fire Protection and Prevention Act*;
 - c) Enforcement of this by-law and any regulations established under this by-law (See Attached proposed fine section, would need to be established and incorporated), and the enforcement of any other by-laws of the Town and Township respecting the administration and operation of the Fire Department;
 - d) Every five years reviewing this by-law and any other by-laws of the Petrolia & North Enniskillen Fire Department respecting the administration and operation of the Fire Department;
 - e) Recommending to Councils amendments to this by-law and any other by-law of the Town and Township that the Fire Chief considers relevant.

The Fire Chief/Fire Department is administratively supported by the Town of Petrolia, and as such, the Fire Chief/Fire Department will follow all Town of Petrolia corporate policies, such as, finance, HR, procurement, facilities, communications, document retention, etc.

The Fire Chief has full authority over operational polices and guidelines such as the Fire Standard Operating Procedures (SOP).

- f) Developing, establishing, periodically reviewing, and implementing policies, standard 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. The Fire Chief may establish an advisory committee from time to time to assist in discharging these duties.
- g) Arranging for staffing to meet the requirements of Schedule "B", within budget as approved. Should additional staffing be required as soon as able, request through the Fire Committee amendment to the approved budget.
- h) The proper care and protection of all Fire Department property;

- i) Implementing of automatic aid, mutual aid and other negotiated and/or Approved fire protection and emergency service agreements between the Town, Township and other municipalities;
 - a. All such by-laws to be drafted through the Fire Committee, then provided to Councils for consideration of approval.
 - j) Subject to the Town's corporate policy, determining and establishing the qualifications and criteria for employment or appointment, and the duties and responsibilities of all Members of the Fire Department;
 - k) Subject to the Town's corporate policy, appointment of any qualified person as a Member of the Fire Department;
 - l) Subject to the Town's corporate policy, the conduct and discipline of all Members of the Fire Department, including disciplinary actions which may range from reprimand to dismissal.
 - m) Keeping an accurate record of all incidents responded to by the Fire Department, all fire safety inspections and fire investigations, and other such records as may be required in a manner consistent with records management policies of the Town of Petrolia and other regulating bodies and retaining such records as prescribed by Town of Petrolia records retention policies and statutory requirements;
 - n) 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*;
 - o) 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;
 - p) Preparing and presenting annual reports as legislatively required and quarterly (January, April, July, October) reporting to Councils and Fire Committee on PNEFD activities, and any other specific reports as directed by Councils;
 - q) Preparing through the Town of Petrolia Finance Department and submitting annual budget estimates for approval by Councils through Fire Committee, and effectively administering, monitoring, and controlling the Fire Department operating and capital budgets;
14. 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;
15. The Fire Chief or delegate shall be responsible for contacting the Town of Petrolia Clerk and Director of Marketing, Arts and Communication and or the Township Clerk within a reasonable amount of time once a significant event has occurred, such as but not limited to, Structure Fire, Field Fire, Pedestrian and or MVC Accident with death or injury, Disruption of Essential Services , or an event requiring Road Closure.
16. The Fire Chief shall recognize and enforce that all administration, policy and procedure of the department is solely through the Town of Petrolia, notwithstanding the shared service with Enniskillen Township. As such the Petrolia & North Enniskillen Fire Department is a department of the Corporation of the Town of Petrolia.
17. The Fire Chief shall recognize and enforce that all corporate policy for the Petrolia & North Enniskillen Fire Department is orchestrated through the Municipal Administration Office. This includes, but is not limited to Personnel, Payroll, and any other administration matters

that are not considered operational. All members of the Petrolia & North Enniskillen Fire Department including the Fire Chief are subject to and shall comply with these corporate policies and procedures.

18. The Fire Chief shall recognize and enforce that all records of the Petrolia & North Enniskillen Fire Department are records of the Corporation of the Town of Petrolia and are subject to the Corporations storage and retention policy and procedures, this includes but is not limited to Personnel files, Payroll records.
19. The Fire Chief shall recognize and enforce that all Standard Operational Procedures (SOP) are department based and are the responsibility of the Fire Chief to create, review and maintain ensuring compliance with all related Acts and Legislation as applicable.

POWERS

20. 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 established response area;
21. 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 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 Town and Township 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*;
22. As set out in the *Fire Protection and Prevention Act*, the Fire Chief may delegate in writing any of his/her powers or duties to the Deputy Fire Chief or any Officer or Member that the Fire Chief deems appropriate, subject to such limitations, restrictions or conditions as may be set out in the delegation, and such Officer or Member so delegated shall have all the powers and shall perform all duties as delegated;

RECOVERY OF COSTS

23. 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 including but limited to security, 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 Town of Petrolia shall recover

the costs incurred by the Fire Department for taking such actions from the owners of the property or vehicle as the case may be;

24. The Town and Township shall 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 Town of Petrolia and the Township of Enniskillen from time to time;
25. 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 Town and Township, 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 Town of Petrolia and Township of Enniskillen;
26. If a property owner who is charged a fee under this by-law fails to pay the fee within thirty (30) days of receipt of an invoice, the Town of Petrolia or the Township of Enniskillen may add the fee, including penalty and interest, to the tax roll for that property;

VOLUNTEER FIREFIGHTER

27. The Fire Chief in accordance with Town of Petrolia corporate policy, and after recommendation to the Town's CAO, may appoint, from time to time, any eligible person as a Volunteer Firefighter in order to maintain a sufficient complement of Firefighters in accordance with the Approved Fire Department Organizational Chart as set out in Schedule "A" attached hereto and forming part of this By-law, and subject to Town of Petrolia approved hiring policies;
28. The appointment of Volunteer Firefighters shall be governed by the Volunteer Firefighter Terms and Conditions of Employment as set out in Schedule "C" attached hereto and forming part of this by-law;

OBSTRUCTION

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

OFFENCES

30. 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

31.
 - a) If in the event of any legal proceedings it is determined that any section, paragraph or sub- paragraph of this Agreement is invalid or unenforceable it will be deemed to be severed from the remainder of this Agreement for the purpose only of the particular proceeding. This Agreement will, in every other respect, continue in full force and effect.
 - b) The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part of any provision hereof.

ENTIRE AGREEMENT

32. This Agreement constitutes the entire agreement between the parties, and it is agreed that there is no term, condition, warranty, or representation, collateral or otherwise, that may govern or affect the relationship between the parties, other than those contained in this Agreement. This Agreement may not be modified or amended except in writing by the Town and Township.

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

1. THAT any and all By-Laws, sections of By-Laws, or resolutions of Council found to be inconsistent with the Provisions found in this By-Law shall be and are hereby repealed, including By-Law 66 of 2019; and
2. THAT Schedule "A", "B", "C", "D", "E" and "F", attached hereto from part of this By-Law; and
3. THAT the short form of this By-Law be known as E and R By-Law; and
4. THAT the Clerk of the Town of Petrolia is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law; and
5. THAT this By-law shall come into force and effect on the day it is finally passed;

By-Law read a First and Second time this xx day of xx xxxx

By-Law read a Third Time and Finally Passed this xx day of xx xxxx

R. Brad Loosley
Mayor

Mandi Pearson
Clerk/Operations Clerk

Schedule "B"
By-Law No. xx-2026

PETROLIA & NORTH ENNISKILLEN FIRE DEPARTMENT
APPROVED SERVICES AND PROGRAMS

The Petrolia & North Enniskillen Department abides by the National Fire Protection Association (NFPA) regulations:

- All NFPA numbers are followed by their respective titles. I.e: (NFPA 1006- *Professional qualifications for technical responders*)
- In each standard related to professional qualifications related to Technical rescue (NFPA 1006- *Professional qualifications for technical responders*) there are three levels of response
 - Awareness- recognize and call for resources- additional help.
 - Operations- Can respond to that type of incident with minimal interaction with the front-line level responders. Can work under technician level responders as direct supervisors.
 - Technician – highest level of responder qualifications and will affect the rescue and run in supervisory positions. (not offered)
- The level to which the Petrolia & North Enniskillen Fire Department responds is also included with the specific function. Supported and documented through training of all members.

The Petrolia & North Enniskillen Fire Department shall provide the following services and programs:

B.1 Emergency Response

B.1.1 Basic Firefighting Services:

(a) The Petrolia & North Enniskillen 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 National Fire Protection Association (NFPA) 1720, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments* as revised from time to time;

B.1.2 Structural Firefighting Services:

(a) For the purpose of this Schedule, "Structural Firefighting" shall have the same meaning as Structural Firefighting shall have the same meaning 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 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. Enough Firefighter staffing is deployed at the fireground;
- iv. Reliable water supply with adequate flow can be sustained;
- v. Adequate fireground supervision and support is provided;

(b) *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 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. Enough Firefighter staffing is deployed at the emergency incident;
 - iv. Reliable water supply with adequate flow can be sustained;
 - v. Adequate fireground supervision and support is provided;

(c) *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 the ability to maintain sufficient water flow for fire extinguishment 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 Automatic Aid Response Services:

- Service shall be provided in accordance with any Automatic Aid agreements approved by Councils through Fire Committee;

B.1.7 Mutual Aid Response Services:

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

- B.1.8 Tiered Medical Assistance Services:
- Service shall be provided in accordance with the Emergency Medical Tiered Response Agreement between Lambton Emergency Medical Services, and the Petrolia North Enniskillen Fire Department;
- B.1.9 Paramedic (EMS) 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.1.10 Police Assistance Services:
- Service shall be provided to assist Police with emergency and non-emergency situations for which the Petrolia & North Enniskillen Fire Department has equipment and/or specialized skills to assist in the mitigation;
- B.1.11 Public Assistance Services:
- Service shall be provided to assist the public with emergency and non-emergency situations for which the Petrolia & North Enniskillen Fire Rescue Service has the equipment and/or specialized skills to mitigate the incident;
- B.1.12 Public Hazard Assistance Services:
- (a) *Carbon monoxide Incidents* – Response shall be provided to carbon monoxide alarms and emergencies;
 - (b) *Public Utility Incidents* – Response shall be provided to public utility incidents that pose a public hazard, including:
 - i. Electrical utility emergencies;
 - ii. Natural gas utility emergencies;
- B.1.13 Vehicle Accident Services:
- The Fire Department shall respond to vehicle accidents to provide the following services:
 - i. Stabilizing the scene of the accident;
 - ii. Stabilizing the vehicles involved in the accident;
 - iii. Providing aid to injured or trapped persons;
 - iv. Mitigating adverse effects to the natural environment;
- B.1.14 Vehicle Extrication Services:
- Vehicle search and rescue services, including extrication, shall be provided at the Technician Level in accordance with NFPA 1006 *Standard for Technical Rescuer Professional Qualifications* and NFPA 1670, *Standard for Operations and Training for Technical Search and Rescue Incidents*;
- B.1.15 Transportation Incidents involving Vehicles, Trains, Aircraft:
- 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.1.16 Highway Incident Services:
- Fire Protection and Rescue Services shall be provided to provincial, county highways;

- Costs associated with Petrolia & North Enniskillen Fire Rescue Service response to provincial, county highways shall be recovered in accordance with applicable provincial fire service agreements;

B.1.17 Hazardous Materials:

- Service shall be provided at the Awareness Level Responder level in accordance with NFPA 472 (1001), *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents*, and services by Technicians Level Responders that require mission-specific competencies with respect to product control;
- PNEFD may enter into user pay agreement system with Sarnia Fire Service;

B.1.18 Water and Ice Rescue Services:

- (a) *Surface Water Rescue* – Service shall be provided at the Operations Level and may include shore based operations;

B.1.19 Urban Search and Rescue Services:

- Petrolia & North Enniskillen Fire Department response to Structural Collapse Search and Rescue services at the Operations Level in accordance with NFPA, *Standard for Operations and Training for Technical Search and Rescue Incidents*;

B.1.20 Rope Rescue Services:

- PNEFD rope rescue service training, such as high-angle and low-angle rescue services, shall be provided in accordance with NFPA *Standard*.

B.1.21 Confined Space Rescue Services:

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

B.1.22 Trench Rescue Services:

- Service shall be provided at the Awareness Level in accordance with NFPA
- Trench rescue services at the Operations or Technician Levels shall not be provided by the Petrolia & North Enniskillen Fire Department;

B.1.23 Farm and Silo Rescue Services:

- (b) Petrolia & North Enniskillen 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 rescue services at the Awareness Level in accordance with the NFPA;

B.1.24 Industrial and Machinery Rescue Services:

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

B.1.26 Assistant to the Fire Marshal Services:

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

B.1.27 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;

B.2 Fire Prevention and Public Education

B.2.1 Fire Inspection Services:

- (a) Conducting complaints inspections;
- (b) Conducting vulnerable occupancy inspections;
- (c) Conducting requested inspections;
- (d) Conducting routine inspections;
- (e) Conducting licensing inspections;
- (f) Systems checking, testing and approval;
- (g) Enforcing code compliance;
- (h) Enforcing fire-related municipal by-laws;
- (i) Issuing permits;
- (j) 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 Plans Examination Services:

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

B.2.4 Risk Assessment Services:

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

B.2.5 Consultation Services:

- (a) Consulting with families, schools, health professionals, and police with respect to juvenile fire-starting programs;
- (b) Consulting with architects, engineers, planners, and builders;
- (c) Interacting with building departments;
- (d) Interacting with other government agencies;
- (e) Providing input into fire prevention policy development;

B.3 Emergency Planning

B.3.1 Pre-Incident Planning Services:

- Pre-incident plans shall be developed and maintained in accordance with NFPA;

B.4 Communications

B.4.1 Dispatch Services:

- (a) Through an agreement with a dispatch provided, the Town and the Township shall provide for dispatch services.
- (b) Arranging for the provision of dispatch services from an external agency to dispatch appropriate Petrolia & North Enniskillen Fire Rescue Service resources;
- (c) Liaising with dispatch center;
- (d) Providing current response area information to the dispatch centre, including response protocols, mapping, local streets, property, and water service information, road closures, and caution notes;
- (e) Monitoring Petrolia & North Enniskillen Fire Rescue Service dispatch performance and resolving any service issues;
- (f) Providing current mapping to the dispatch centre

B.5 Training and Education

B.5.1 Training Program Standards:

- (a) Providing a training program for Firefighters that conforms to NFPA 1001, *Standard for Fire Fighter Professional Qualifications*;
- (b) Providing a training program for apparatus drivers and operators that conforms to NFPA 1002, *Standard for Fire Apparatus Driver/Operator Professional Qualifications*;
- (c) Providing a training program aiming for understanding of technical rescue operations that conforms to NFPA;
- (d) Providing a training program for Officers that conforms to NFPA 1021, *Standard for Fire Officer Professional Qualifications*;
- (e) Providing a training program for fire inspectors that conforms to NFPA 1031, *Standard for Professional Qualifications for Fire Inspector and Plan Examiners*;
- (f) Providing a training program for fire investigations that conforms to NFPA 1033, *Standard for Professional Qualifications for Fire Investigators*;
- (g) Providing a training program for fire and life safety educators that conforms to NFPA 1035, *Standard for Professional Qualifications for Fire and Life Safety Educator, Public Information Officer, and Juvenile Fire setter Intervention Specialist*;
- (h) Providing a training program for fire service instructors and training officers that conforms to NFPA 1041, *Standard for Fire Service Instructor Professional Qualifications*;
- (i) Providing a training program for incident safety officers that conforms to NFPA 1521, *Standard for Fire Department Safety Officer Professional Qualifications*;

B.5.2 Providing Access to Training Facilities:

- (a) Coordinating access to appropriate training facilities.
- (b) Delivering hands-on training to staff.

B.5.3 Providing Station Training:

- (a) Delivering curriculum specific to operational and strategic needs.
- (b) Providing supervisory training drills.

B.5.4 Program Development Services:

- (a) Developing trainer facilitators.
- (b) Coordinating core curriculum.
- (c) Providing officer training and development.
- (d) Developing specialized staff development programs.

B.6 Maintenance

B.6.1 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.6.2 Facilities Maintenance Services:

- (a) Providing 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.

Schedule "C"
By-Law xx-2026

PETROLIA & NORTH ENNISKILLEN FIRE DEPARTMENT
VOLUNTEER FIREFIGHTER TERMS AND CONDITIONS OF EMPLOYMENT

The employment of Volunteer Firefighters shall be governed by the following:

C.1 EMPLOYMENT REQUIREMENTS

- C.1.1 The employment of Volunteer Firefighters 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.1.2 To be eligible for appointment to the position of Volunteer Firefighter, every candidate shall to the satisfaction of the Fire Chief:
- (a) Be at least 18 years of age;
 - (b) Be medically fit to perform the duties of a Firefighter and produce a medical evaluation report 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;
 - (c) Be physically fit to perform the duties of a Firefighter and successfully complete a Physical Ability Test;
 - (d) Provide a police Vulnerable Sector Check indicating no record of conviction or exceptional disclosure of non-conviction information of any specified offence;
 - (e) Possess a valid Ontario Class "G" driver's license with a driving record that indicates responsible and safe driving behavior and provide a current Ministry of Transportation driver's abstract, within 12 months obtain DZ;
 - (f) Residential Requirements:
 - 1. Members responding to incident response:
 - i. shall reside in the Petrolia & North Enniskillen Fire Department response area set out as:
 - a. to the North: **south side of Churchill Line**
 - b. to the South: **midway between Shiloh Line and Rokeby Line**
 - c. to the West: **east side of Mandaumin Road**
 - d. to the East: **west side of Forest Road**

2. Member positions not requiring incident response (including but not limited to Fire Prevention Officer, Public Education Officer):

- i. Application may be received from an applicant residing outside of the response area (defined above) for positions not requiring incident response
- ii. Recommendation of such a member exemption is to be provided by the Fire Chief to the CAO for approval;

(g) Complete and successfully pass all written, oral, and physical examinations, including certification as Firefighter I and Firefighter II in accordance with NFPA 1001, *Standard for Fire Fighter Professional Qualifications*;

(h) Shall meet the attendance requirements for emergency responses, training, and other required activities as prescribed by the Fire Department Attendance Policy;

C.1.3 As a condition of appointment, every newly appointed Volunteer Firefighter shall enter into a Volunteer Firefighter Service Agreement with the Petrolia North Enniskillen Fire Department (Town of Petrolia Human Resources) wherein the appointee shall agree, among other things, to perform all duties of a Firefighter to the best of their abilities and to meet the established attendance and performance requirements of the Petrolia & North Enniskillen Fire Department;

C.1.4 Every newly appointed Volunteer Firefighter shall complete a term of probation of 12 months wherein he or she shall successfully complete all training and examinations and shall meet all attendance and performance expectations as may be required by the Fire Chief;

C.1.5 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 initial probationary period should circumstances warrant and the probationary Firefighter shall successfully complete all training and examinations and shall meet all attendance and performance expectations during the additional probationary period;

The Fire Chief will provide the CAO with a written outline of the additional term of probation to be added to the Firefighters personnel file.

C.1.6 Following the successful completion of the term of probation, the Fire Chief may appoint a Probationary Firefighter as a qualified Member of Petrolia & North Enniskillen Fire Department in accordance with Approved hiring policies;

- C.1.7 The Fire Chief may dismiss any Probationary Firefighter who fails to successfully complete any required training or examinations, fails to meet any requirement of the Petrolia & North Enniskillen Fire Department or any obligations as may be agreed upon, or whose attendance or performance is otherwise unsatisfactory;
- C.1.8 The Fire Chief may promote, from time to time, any qualified Member in order to maintain a complement of Officers in accordance with the Approved Fire Department Organizational Chart;
- a. The Fire Chief shall complete this through prior recommendation to the Town/CAO
 - b. Once approved an update report shall be provided to both Councils, and when appropriate an appointment by-law completed.
- C.1.9 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 Town and Township's responsibility to ensure the safety, health and wellness of employees performing fire suppression and emergency response duties, the Fire Chief may:
- (a) Require every Volunteer Firefighter to produce a medical evaluation report from a qualified medical practitioner prior to appointment which attests to the candidate's medical fitness "fit for duty" to perform the duties of Firefighter;
 - (b) Establish a medical screening and monitoring program wherein every Volunteer Firefighter shall be required to periodically undergo a medical examination and produce a medical evaluation report from a qualified medical practitioner confirming his/her fitness to perform the duties of Firefighter;
 - (c) Establish a program to ensure each Volunteer Firefighter's continued physical ability to perform the duties of Firefighter by successfully completing a Candidate Physical Ability Test as determined by the Fire Chief and periodically thereafter;
- C.1.10 Every Volunteer Firefighter who is required to carry out any Emergency Response program or service as set out in Appendix "B" of the By-Law to Establish and Regulate Petrolia & North Enniskillen 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 at such times as the Fire Chief may reasonably require;

- C.1.11 If a qualified medical practitioner finds a Volunteer Firefighter to be unfit to perform the essential job tasks of Firefighter, the Petrolia & North Enniskillen Fire Department may take such actions it deems necessary in respect of the Volunteer Firefighter's employment subject to the Town's duty to accommodate pursuant to the Ontario *Human Rights Code*;

C.2 REMUNERATION

- C.2.1 The rate of remuneration for each Volunteer Firefighter shall follow the Petrolia North Enniskillen Fire and Rescue Services remuneration policy. Fire Officers and Chief Officers shall receive an annual stipend to compensate the additional responsibilities;
- C.2.2 The rate of remuneration of Volunteer Firefighters shall be reviewed each year as determined by the annual Budget review;
- C.2.3 When called out to respond to an emergency call, Volunteer Firefighters are expected to attend the firehall as quickly and safely as possible. Attendance compensation at emergency incidents will be based on a stipend as determined by the annual budget;
- C.2.4 As per current Budget year Volunteer Firefighters shall be paid a stipend determined by number of hours contributed through training and incident response to properly function and operate Petrolia & North Enniskillen Fire Department as determined by annual budgeted amount;
- C.2.5 Volunteer Firefighters shall be paid Vacation Pay at the rate prescribed by the *Employment Standards Act, 2000*;
- C.2.6 In accordance with the *Employment Standards Act, 2000*, Volunteer Firefighters shall not be eligible for overtime pay, public holidays or public holiday pay;
- C.2.7 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 Firefighters;

C.3 BENEFITS

- C.3.1 All Members shall receive WSIB coverage;
- C.3.2 All Volunteer Firefighters shall receive on-duty volunteer firefighters' accidental death, disability, and illness insurance benefits paid by the Town of Petrolia to an Approved level of coverage;

C.3.3 All members receive a subsidized annual membership with YMCA and discounted annual family memberships with YMCA, in 6 month intervals, which ceases upon leaving department;

C.3.4 Central Lambton Family Health Team annual medical monitoring and care through the Petrolia North Enniskillen Wellness Fitness Initiative;
As a collaborative effort offered in partnership with the Central Lambton Family Health Team. This program is offered to all members. It is not mandatory, however highly recommended for all members.

C.4 EMPLOYMENT INSURANCE

C.4.1 Should a Volunteer Firefighter be subject to Employment Insurance Premiums under the *Employment Insurance Act* appropriate premiums shall be deducted.;

C.5 CANADA PENSION PLAN

C.5.1 Should a Volunteer Firefighter be subject to pensionable earnings under the Canada Pension Plan appropriate contributions shall be deducted;

C.6 ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM (OMERS)

C.6.1 Volunteer Firefighters are generally not eligible to enroll in the OMERS Pension Plan;

C.7 WORKPLACE SAFETY AND INSURANCE BOARD COVERAGE

C.7.1 For the purposes of the *Workplace Safety and Insurance Act, 1997*, and the regulations enacted thereunder, Volunteer Firefighters of the Fire Department shall be considered workers as defined by the Act, and the Town of Petrolia shall be the deemed employer in respect of Workplace Safety and Insurance Board coverage for members of municipal volunteer fire brigades;

C.7.2 The Town of Petrolia shall maintain coverage for Volunteer Firefighters according to the annual maximum insurable earning ceiling as may be established by the Workplace Safety and Insurance Board from time to time;

C.8 ATTENDANCE

C.8.1 All Volunteer Firefighters shall meet the attendance requirements for emergency response callouts, training, and other required activities prescribed by the Fire Department Attendance Policy as established by the Fire Chief, provide availability, provide daily updates regarding "who's responding" to ensure adequate coverage;

- C.8.2 The attendance of every Volunteer Firefighter shall be reviewed periodically in accordance with the Fire Department Attendance Policy;
- C.8.3 In the case that a Volunteer Firefighter's attendance does not meet the requirements of the Fire Department Attendance Policy (with exception of the fire chief, who shall fall under the Town of Petrolia senior administration team), the following attendance management steps shall apply and be documented:
- 1st step: The Firefighter shall attend a Counselling Meeting with the Deputy Chief and Platoon Captain to identify the attendance deficiency, discuss available assistance, and determine appropriate corrective actions;
 - 2nd step: Upon a subsequent failure to meet attendance requirements within of Step 1, the Firefighter shall attend a Counselling Meeting with the Fire Chief, Deputy Fire Chief and Platoon Captain and shall be issued a Written Notice and at the discretion of the Fire Chief limited duties and response capabilities;
 - 3rd step: Upon a subsequent failure to meet attendance requirements after Step 2 and within eighteen (18) months of the Step 1 Counselling Meeting, the Fire Chief shall review the circumstances and may take appropriate action in consultation with the CAO and Town of Petrolia Corporate HR policies up to and including Termination;

All documentation of the above shall be provided to the CAO within two (2) business days of being documented, with copy placed in the members personnel file at Town Hall.

(NOTE: this attendance wording will also be placed in the Town of Petrolia Personnel Policy corporate policy COR 8.1, set specific to VFF's)

- C.8.4 Failure to meet the attendance requirements set out by Petrolia & North Enniskillen Fire Department Attendance Policy, except in accordance with a statutory leave of absence or a voluntary leave of absence approved by the Fire Chief, shall constitute a breach of the terms of the Volunteer Firefighter Service Agreement between the Volunteer Firefighter and the Fire Department;
- C.8.5 In the case that a Volunteer Firefighter has no subsequent failures to meet attendance requirements within two (2) years of the Step 1 Counselling Meeting, the records of the attendance management steps shall be removed from the Firefighter's file;

C.9 GENERAL DUTIES AND RESPONSIBILITIES

- C.9.1 All Volunteer Firefighters shall conduct themselves in conformance with the By-law to Establish and Regulate a Fire Department, all applicable policies of the Town of Petrolia, and all policies, procedures, operating guidelines, orders, and rules of the Petrolia & North Enniskillen Fire Department, and shall faithfully and diligently perform their assigned duties to the best of their ability;

C.10 DISCIPLINE AND DISCHARGE

- C.10.1 The Fire Chief may take disciplinary action up to and including dismissal of any Volunteer Firefighter including an infraction of any provision of the By-law to Establish and Regulate a Petrolia & North Enniskillen Fire Department, any applicable policy of the Town of Petrolia, or any policy, procedure, operating guideline, order, directive, or rule of the Petrolia & North Enniskillen Fire Department;

- C.10.2 In the event of disciplinary action or termination the Town of Petrolia corporate HR Policy (COR 8.1) shall be followed.

Step 1: Non-Disciplinary Counselling
Step 2: Verbal Warning
Step 3: Written Warning
Step 4: Suspension
Step 5: Termination

- C.10.3 Any record of verbal or written disciplinary reprimand shall be removed from the Firefighter's employment records after a period of twelve (12) months in which there have been no further disciplinary action(s);

- C.10.4 Any Volunteer Firefighter found guilty by a court having jurisdiction of any specified criminal conviction or offence (must be reported to the chief) set out in Section 1 of Ontario Regulation 350/18 enacted under the *Police Record Checks Reform Act, 2015*, S.O. 2015, c.30 may be discharged. A review of any convictions or exceptional disclosure of non-convictions will be reviewed with discretion of the Fire Chief and CAO to determine eligibility for continued membership;

- C.10.5 Any probationary Volunteer Firefighter who does not complete the probationary period may be discharged;

C.11 LEAVES OF ABSENCE

- C.11.1 Volunteer 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.11.2 A Volunteer 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.11.3 All requests for a voluntary leave of absence must be submitted in writing to the Deputy Fire Chief at least twenty (20) calendar days prior to when the leave of absence is to commence. The Fire Chief, at his or her discretion, may waive this notice period;
- C.11.4 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.12 TERMINATION

- C.12.1 The relationship between a Volunteer Firefighter and the Petrolia North Enniskillen Fire Department may be terminated in the following ways:
- (a) *Resignation*: A Volunteer Firefighter may terminate employment by providing written notice to the Fire Chief or designate;
 - (b) *Termination with and without Cause*: The Fire Chief shall adhere to the Town of Petrolia corporate HR policies in relation to this matter.

Schedule "D"
By-Law xx-2026

**PETROLIA & NORTH ENNISKILLEN FIRE DEPARTMENT
COST SHARING AGREEMENT**

BETWEEN: **The Corporation of the Town of Petrolia**

AND: **The Corporation of the Township of Enniskillen**

WHEREAS the councils of the Town of Petrolia "Town" and Township of Enniskillen "Township" have established a Fire Department known as The Petrolia & North Enniskillen Fire Department;

AND WHEREAS the Town and Township have agreed that all firefighting equipment and assets shall be owned in the name of Petrolia North Enniskillen Fire Department with the expressed purpose to share all costs of the Fire Department;

TOWN OF PETROLIA	Sixty percent (60) %
TOWNSHIP OF ENNISKILLEN	Forty percent (40) %

AND WHEREAS the Town and Township have agreed that the Town shall have sixty percent (60%) ownership of the land described as Plan 22, Block E, lot 12-lot 15 and the building located on used as a firehall and the Township shall have forty percent (40%) ownership of land and building;

NOW THEREFORE it is agreed as follows:

1. The vehicles and equipment as assets of Petrolia Enniskillen Fire department be jointly owned as outlined.
The National Fire Protection Association (NFPA) Standard 1911, Chapter 5, recommends that apparatus should respond to first alarms for the first 1 years, For the next 5 years, be in reserve status for use at major fires or as a temporary replacement for out-of-service first line apparatus. Be retired at 20 years of age unless the apparatus meets the recommended annual service and acceptance level tests and has been deemed mechanical fit condition. PNEFD will plan for and replace fire apparatus by 25 years of age;
 2. A committee known as the Petrolia North Enniskillen Fire Committee shall be established and comprised of:
 - a. Two (2) elected officials appointed by the Town of Petrolia (voting);
 - b. Two (2) elected officials appointed by the Township of Enniskillen (voting);
 - c. One (1) appointed member of the Petrolia & North Enniskillen Fire Department (non-voting);
 - d. Fire Chief (non-voting);
 - e. Deputy Chief of Operations and Training (non-voting);
 - f. Deputy Chief of Fire Prevention and Public Education (non-voting);
 - g. Town of Petrolia Treasurer (non-voting);
 - h. Township of Enniskillen Clerk (non-voting)
 - i. The Chair shall be appointed by the voting members, shared on a bi-annual (every two years) basis and shall rotate between the Town and Township.
- *The Town and Township Mayors are welcome to attend in a non-voting capacity.
3. The committee shall be responsible for providing input on the operations of the Department and making recommendations on budgetary matters.
 4. Annual budgets shall require approval by the committee, and Councils;
 5. All insurance for the department shall remain the responsibility of the Town, with the Township named third party. The insurance costs shall form part of the operating expense of the department;
 6. Volunteer firefighters shall be enrolled through the Town WSIB program. This cost shall form part of the operating expenses of the department;

7. The Town shall be responsible for all corporate support including financial, HR, procurement, record keeping, administrative assistant, submission of legislative requirements of the department;
8. The Township shall provide administrative support for the Fire Committee;
 - a. Organize committee meetings
 - b. Agenda and minute management
 - c. Public notification
 - d. Shall provide draft minutes of the Petrolia Fire Committee meetings to the Town of Township Clerk within thirty (30) days of the meeting date held
9. The Township agrees to pay the Township's share of:
 - a. Operating Costs: the Town will invoice the Township for its share of operating costs annually in May twenty-five percent (25%), November twenty-five percent (25%), and the end of February of following year fifty percent (50%).
 - b. Capital Costs: the Town will invoice the Township after payment is made unless, for a major capital acquisition, where the Town will invoice for the Township's share thirty (30) days prior to the Town making the payment.
10. The Town shall be responsible for sixty percent (60%) of the operating and capital costs of the department and the Township shall be responsible forty percent (40%) of the operating and capital costs of the department;
11. The department shall provide services within the corporate limits of the Town and within concessions 8,9,10,11,12, 13 and 14 of the Township;
12. Either party to this agreement may at the renewal date of the agreement give at least two (2) year's notice of intention to terminate this agreement;
13. Upon termination of the agreement, the assets of the department shall be appraised by an appraiser approved by the Town and Township. The decision of the appraiser as to the value of the assets shall be final and binding;
14. The party withdrawing from this agreement shall be entitled to be paid a percentage of the appraised value of the assets as determined under Section 13, which is equal to the percentage operating and capital expense contributions as outlined in Section 10, Town sixty percent (60%) Township forty percent (40%);
15. The remaining party shall have three years following the total withdrawal of the other party from this agreement to make the required payment under section 13. For the purposes of this agreement, total withdrawal of a party from this agreement will be determined to commence upon expiration of one year from the giving by that party of notice of the intention to terminate under section 12;
16. It is agreed by both parties that the terms of this agreement shall be in effect for a period of five (5) years from the date of passing.

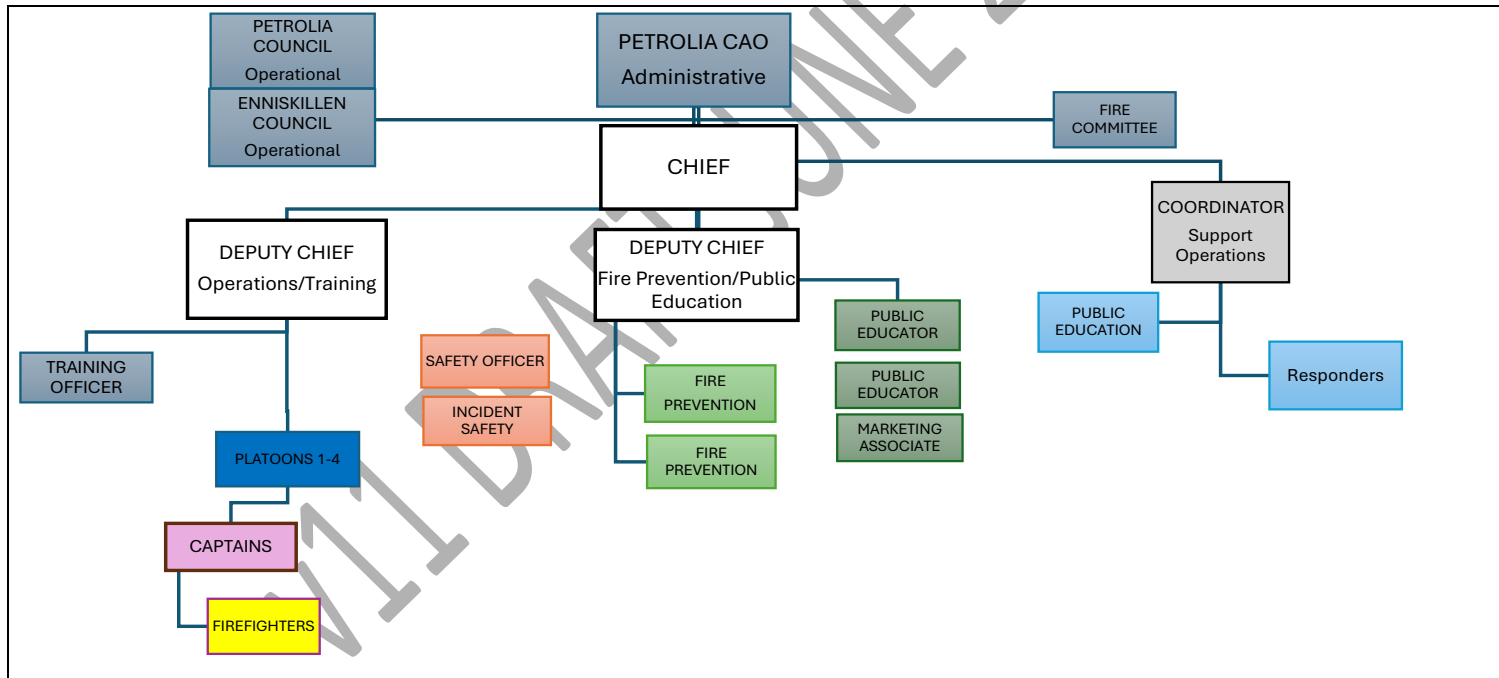
Schedule "A"

By-Law xx-2026

PETROLIA & NORTH ENNISKILLEN FIRE DEPARTMENT ORGANIZATIONAL CHART



The Petrolia & North Enniskillen Fire Department shall be structured in conformance with the following Fire Department Organizational Chart:



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