

**CANADA  
PROVINCE OF QUÉBEC  
MUNICIPALITY OF LOW**

**MINUTES** of the regular meeting of members of the Council of the Municipality of Low, held this 3<sup>rd</sup> day of June 2013 at 7:00 p.m. in Heritage Hall.

Those present are:

**His Worship the Mayor**            Morris O'Connor

**Councillors**                        Theresa van Erp  
    Albert Kealey  
    Amanda St. Jean  
    Maureen Rice  
    Carole Robert  
    Charles Kealey

The Director General/Secretary-Treasurer Franceska Gnarowski is also present.

**(1) OPENING**

Quorum is established and the meeting is officially opened by his Worship the Mayor, Morris O'Connor.

**(2) QUESTION PERIOD**

From 7:00 p.m. to 7:30 p.m.

**(3) MINUTES**

**#97-06-2013**

**BE IT RESOLVED THAT** the minutes of the regular meeting of May 6<sup>th</sup>, 2013 and the special meeting of May 2<sup>nd</sup>, 2013 be adopted as presented.

**MOVED BY** Councillor Amanda St. Jean  
**SECONDED BY** Councillor Charles Kealey  
**ADOPTED UNANIMOUSLY**

**(4) AGENDA**

**#98-06-2013**

**BE IT RESOLVED THAT** the agenda be adopted as presented and that it remain open.

**MOVED BY** Councillor Amanda St. Jean  
**SECONDED BY** Councillor Charles Kealey  
**ADOPTED UNANIMOUSLY**

**(5) BILLS TO BE PAID**

**#99-06-2013**

**BE IT RESOLVED THAT** the list of invoices #06-2013, totalling \$271,614.23 be hereby accepted as presented;

**AND THAT** the Director General/Secretary-Treasurer be authorized to make the necessary budgetary arrangements.

**MOVED BY** Councillor Charles Kealey  
**SECONDED BY** Councillor Carole Robert  
**ADOPTED UNANIMOUSLY**

**CERTIFICATE**

I, undersigned, Director General/Secretary-Treasurer, do hereby certify that funds are available for the expenses mentioned in resolution #81-06-2013, as approved by Council.

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Director General/Secretary-Treasurer

**(6) ADMINISTRATION**

**(6.1) MAYOR'S REPORT**

The Mayor provides a report on May's activities.

**(6.1.1) EXECUTIVE COMMITTEE REPORT**

No report

**(6.1.2) NOTICE OF MOTION 1**

Notice of motion is hereby given by Councillor Amanda St. Jean that, at a subsequent meeting of council, she will present bylaw #007-2013 emending bylaw # 005-1990 modifying article 8 of the bylaw regarding trailers and mobile homes.

**(6.1.3) ELECTION EXPENSES**

#100-06-2013

**BE IT RESOLVED THAT** the Municipality approves an increase of \$5000 to the budget set aside for the 2013 municipal elections.

**MOVED BY** Councillor Amanda St-Jean

**SECONDED BY** Councillor Albert Kealey

**ADOPTED UNANIMOUSLY**

**(6.1.4) SURPLUS**

**WHEREAS** the audited financial statements for 2012 demonstrate a surplus of \$110,000;

**WHEREAS** Council may reserve the surplus at its discretion;

#101-06-2013

**THEREFORE, BE IT RESOLVED THAT** the 2012 surplus of \$110,000 be reserved in the following manner: \$40,000 for the gas tax 2014; \$20, 346 for the clean-up of the library; \$10,000 for the St-Martin's rectory project (payable over 2 years); and that the balance remain in unreserved surplus.

**MOVED BY** Councillor Charles Kealey

**SECONDED BY** Councillor Theresa van Erp

**ADOPTED UNANIMOUSLY**

**(6.1.5) LIBRARY CLEAN-UP**

#102-06-2013

**BE IT RESOLVED THAT** the Municipality approves the payment of \$20,346 to *Qualinet* for the clean-up of the library and that the moneys be subtracted from the surplus reserved for this purpose.

**MOVED BY** Councillor Theresa van Erp

**SECONDED BY** Councillor Charles Kealey

**ADOPTED UNANIMOUSLY**

**(6.1.6) PROPERTY SALE**

#103-06-2013

**BE IT RESOLVED THAT** the Municipality approve the sale of the property reference # 3272-04-6706 belonging to the Municipality of Low for the amount of \$5400, reflecting its evaluated worth and that the sale be publicized within the territory of Low.

**MOVED BY** Councillor Theresa van Erp

**SECONDED BY** Councillor Charles Kealey

**ADOPTED UNANIMOUSLY**

**(6.1.7) UNPAID TAXES**

**WHEREAS** article 1013 of the Municipal Code regarding unpaid taxes states that "the secretary-treasurer may levy them, together with costs, by seizure and sale of the goods and chattels of such persons which may be found in the territory of the municipality", thereby giving the municipality the tools to recover unpaid taxes;

**WHEREAS** the sale of such a property on the territory of Low will take place June 4<sup>th</sup>, 2013:

**#104-06-2013**

**THEREFORE, BE IT RESOLVED THAT** the Municipality authorizes the Director General to represent the Municipality at the sale.

**MOVED BY** Councillor Amanda St. Jean  
**SECONDED BY** Councillor Carole Robert  
**ADOPTED UNANIMOUSLY**

**(6.1.8) CHEMIN DE LA RIVE BAIE DEA CANARDS**

**WHEREAS** the Property Owner's Association (POA Lake Sinclair) submitted a petition in November 2011 expressing their desire to have the Municipality take over chemin de la Rive and Baie des Canards following feasibility study;

**WHEREAS** the Municipality requires that the roads meet certain basic criteria, such as those of the MTQ and those of the municipality; before becoming proprietor of said roads;

**WHEREAS** the POA Lake Sinclair has agreed to assume the costs associated with a study to establish preliminary costs of the project;

**#105-06-2013**

**THEREFORE, BE IT RESOLVED THAT** the Municipality accept the petition as submitted in November 2011 by property owners on chemin de la Rive and Baie des Canards which requests that the Municipality become proprietor of the two roads in question; that council will work with residents to bring the roads up to standards at residents' cost.

**MOVED BY** Councillor Theresa van Erp  
**SECONDED BY** Councillor Carole Robert  
**ADOPTED UNANIMOUSLY**

**(6.1.9) MAINTAINING AMBULANCE COVERAGE**

**WHEREAS** a study conducted by Quebec's Ministry of Health and social Services concludes that "the distribution of ambulance services in the region are sub-optimal on several occasions";

**WHEREAS** the Outaouais Paramedic Association is asking for support from municipalities to maintain the current ambulance service;

**#106-06-2013**

**THEREFORE, BE IT RESOLVED THAT** the Municipality of Low endorses without reservation the request for support for maintenance of ambulance service in the region.

**MOVED BY** Councillor Theresa van Erp  
**SECONDED BY** Councillor Carole Robert  
**ADOPTED UNANIMOUSLY**

**(6.1.10) SURETÉ DU QUÉBEC**

**#107-06-2013**

**BE IT RESOLVED THAT** the Municipality of Low authorize that the first payment for 2013 to the Sureté du Québec be made before June 30<sup>th</sup>, 2013.

**MOVED BY** Councillor Theresa van Erp  
**SECONDED BY** Councillor Carole Robert  
**ADOPTED UNANIMOUSLY**

**6.2 ROADS**

**(6.2.1) REPORT**

A brief report is provided by Councillor Charles Kealey, Chair of the Public Works Committee.

**(6.2.2) CRITERIA FOR ROADS**

**WHEREAS** residents of private roads can request that the Municipality become proprietor of their private roads;

**WHEREAS** the Municipality can only take over the roads if they meet certain criteria;

#108-06-2013

**THHEREFORE, BE IT RESOLVED THAT** before the Municipality of Low becomes proprietor of a private road the Municipality must ensure that the road is surveyed by a certified surveying firm; that the ditching and drainage are installed according to an engineer's plans; that the width of said road be 8 meters at minimum; that the minimum granular foundation be at least 200MM in MG20.

**MOVED BY** Councillor Charles Kealey  
**SECONDED BY** Councillor Theresa van Erp  
**ADOPTED UNANIMOUSLY**

**6.3 PUBLIC SAFETY**

**(6.3.1) REPORT**

Councillor Carole Robert gives a report of the Low Fire Department's activities.

**(6.3.2) REPORT 9-1-1**

Included in the general report.

**(6.3.3) INTER-MUNICIPAL AGREEMENT LOW/KAZ**

**MUTUAL AGREEMENT TO PROVIDE SERVICE**

**BETWEEN**

The municipality of Low, having its registered office at 4A, D'Amour Road, Low Province of Quebec, represented by Morris O'Connor, Mayor and Director General, Franceska Gnarowski.

**AND**

The municipality of Kazabazua having its registered office at 30, rue Begley, Kazabazua, Province of Quebec, represented by Ota Hora, mayor and Director General, Pierre Vaillancourt.

**WHEREAS** the municipalities party to the agreement wish to avail themselves of the provisions of articles 569 and following of the *Municipal Code* and articles 468 and following in Quebec's *Cities and Towns Act* to reach an agreement for a mutual aid plan for protection against fire;

**WHEREAS** nearby fire stations may be called upon to intervene in the neighbouring municipality from the initial call according to the protocol deployment in each municipality or upon request for greater intervention;

**WHEREAS** each municipality may, in accordance with the Fire Safety Act (L.R.Q, c.20) set rates for the use of its fire department services

#109-06-2013

**THHEREFORE, BE IT RESOLVED** by Councillor Carole Robert, seconded by Councillor Maureen Rice and unanimously resolved that the parties hereto agree as follows:

**1. OBJECT**

1.1 The purpose of this agreement is to allow each party to the agreement to render assistance for firefighting, to the other party of the agreement, as set forth in this Agreement.

**2. TERMS**

2.1 Each municipality agrees to provide the equipment and personnel required by the other for receiving assistance in fire security on their territory. This commitment is valid for a call from a call center 911 (CLR or other) when the deployment protocol provides for the allocation from the initial call or a call from the director of the fire safety or the officer acting

on his behalf to support the intervention of the fire department for a major intervention. However, this commitment is conditional that the municipality sought is not already on another service call.

2.2 In the event of termination of the agreement, each party to the agreement will retain full ownership of its land, buildings, vehicles, equipment and accessories, all without having to pay financial compensation to the other parties to the agreement.

2.3 Each of the parties to the agreement only assumes its liabilities arising under the agreement, if there is liability.

### **3. TERMS**

3.1 Requesting Municipality: The municipality requesting the services of the other municipality party to the agreement.

Responding Municipality: The municipality responds to a request by the other municipality party to the agreement.

### **4. OPERATIONS MANAGEMENT**

4.1 The Director of the Fire Department of the requesting Municipality or his representative (officer on duty) is responsible for the operations on its territory. Any change would be at the discretion of the requesting Municipality.

4.2 In order to meet the objectives and the implementation of the Fire safety cover plan of the MRC de la Vallée-de-la-Gatineau, the Directors of Services may agree on fire safety and establish, according to their needs, protocols deployment requiring assistance or an automatic assignment from the neighboring fire department from initial call on parts of their territory.

4.3 Any person duly authorized by law or designated by-law of the municipality, may make a request for service for the firefighting to another municipality or to accept such a request.

### **5. STAFFING AND TRAINING**

5.1 The parties to the agreement agree to standardize their methods of fighting fires.

5.2 Each municipality undertakes to provide to the other municipality in January of each year, a list of qualified firefighters. The list will show the date of qualification and the qualification level (Firefighter 1, pump operator, operator of aerial ladder, non-urban officer qualification). For firefighters employed under the grandfather clause, the list will show the date of entry into service and the level of qualification of the firefighter in 1998 (firefighter, pump operator, operator aerial ladder, officer).

The parties agree to the following numbers:

- When the requesting Municipality requires a pumper, the responding Municipality will provide a minimum of two (2) trained firefighters or recognized "Firefighter 1";
- When a Municipality requires a tanker, the responding Municipality will provide three (3) trained firefighters or recognized "Firefighter 1";
- When a Municipality requests additional firefighters, the responding municipality will provide the Municipality its resources, the number of firefighters required by the responding Municipality according to their training "level Firefighter I" or their recognition under "grand-father clause".

5.3 The parties to the agreement agree to standardize their methods of fighting fires.

5.4 In the event that there are no available qualified Firefighters available, a Class 3 licenced driver may be supplied.

## **6. IDENTIFICATION**

6.1 Each party to the agreement agrees to identify the equipment used to fight fire.

6.2 Each party to the agreement agrees to identify the level of training of their firefighters using color pads affixed to the helmet of their firefighters.

## **7. LIABILITY**

7.1 In the event of death or injury or property damage occurring during operations related to a request for assistance, the following provisions apply:

a) Subject to all rights and recourse against third parties none of the parties to the agreement or receiving assistance can claim damages, by subrogation or otherwise from the other party to the agreement or its officers, employees or agents for any loss or damage to their property during or following maneuver, operations or evacuations made under this Agreement.

b) Any party to the agreement receiving assistance assumes responsibility for injury or damage that may be caused to third parties by the fault of any officer, employee, or agent of any party to the agreement that is then acting under the orders or directives of an officer, employee or agent of that party to the agreement receiving assistance.

c) For the purposes of the Act respecting industrial accidents, the Act on health and safety at work and the Act respecting industrial accidents and occupational diseases work and for payment of any benefit under collective agreements, any officer, employee or agent of a party to the agreement who is injured in the exercise of its functions under this Agreement shall be deemed to have worked for his regular employer, even when these injuries occur while assisting the other party to the agreement. For this purpose, the usual employer shall have no recourse through subrogation where otherwise against the party to the agreement thus rescued.

For the purposes hereof, third signifies physical person or moral person other than a party to this agreement or its officers, employees or agents.

## **8. MAPPING**

8.1 Each party to the agreement shall provide the other party to the agreement a list of plans and specific locations where special protection is to be provided, and will provide an evacuation plan for these areas. A visit to these places will be made. Joint places of intervention plans of very high risk will be gradually established in the territory of both parties to this agreement.

8.2 In January of each year, each Municipality will provide the other municipality with a road map of the municipality with the identification of roads that are closed in the winter and the location of water points that are accessible and conforming.

8.3 Each of the Municipalities agrees to immediately inform the other Municipality of a change to a road that could affect the circulation of equipment used to fight fires and any amendment to a water point.

8.4 Each of the Municipalities agrees to automatic response for residences on Montague Road.

**9. INSURANCE**

9.1 Any party to the agreement agrees to ensure its equipment and all its responsibilities set forth herein, and for such purposes, to promptly notify their insurers by giving them a copy of the agreement and assume any premium or premium increase resulting from the insurance of property, units or equipment and all its responsibilities as against third parties and in respect of his own officers, employees or agents.

**10. VEHICLES, EQUIPMENT AND WATER SUPPLY**

10.1 In January of each year, each municipality will transmit to the other municipality, a copy of the documents issued by recognized enterprise certifying that such vehicles, respirators and air cylinders meet the performance standards and safety regulations in the fire safety cover plan.

10.2 Each participating municipality remains responsible for the maintenance and compliance of its equipment, its identified water system and sources of water supply.

**11. APPLICABLE RATE**

11.1 All firefighters and vehicles required on site are the responsibility of the requesting Municipality receiving the intervention services. For vehicles and personnel of the fire security service, the time charged is recorded from the moment they leave the fire station until all equipment is in place for further intervention including staff time required for cleaning and setting up equipment.

11.2 The support for fire services is payable following the production of an invoice identifying the affected vehicles, expenditures, and the number and hours of firefighters assigned. Interest is charged on amounts due at the prevailing rate.

11.3 Any party to the agreement receiving assistance from another party to the agreement agrees to pay the following:

a) The cost of each vehicle and response equipment according to the following rates:

<b>Descriptions</b>	<b>Rates</b>	<b>Remarks</b>
Tanker truck	\$ 150 per hour	Plus the driver
Auto pump	\$ 150 per hour	Plus the driver
Service truck and equipment	\$ 150 per hour	Plus the driver
Cancel alarm	\$ 225	

Fireman: \$ 16.00 hourly rate.

\$ 48.00 - for the first three hours: intervention between 7:00a.m. and 9:00p.m. during day, Monday to Friday, plus \$ 16.00 for additional hours from the fourth hour;

\$ 64.00 - for the first four hours: intervention between 9:00p.m. and 7:00a.m. at night, Monday through Friday and includes all week-end, Saturday and Sunday, plus \$ 16.00 for additional hours;

Assistant Director: Firefighter hourly rate plus 10%

Fire Chief: Hourly Rate of \$ 16.00 plus 10%

- a) The salary of each member of the brigade at effective rate of the party to the agreement providing assistance and each municipality shall determine the actual cost. Each party to the agreement shall inform the other party to the agreement in January of each year, that it will bring changes to the hourly rates in force in its territory.
- c) A minimum base charge of two hours during the day and three hours at night will be charged for the displacement of firemen from the time of the 911 call or service request assistance. Night rate will apply from 7:00 p.m. to 7:00 AM.
- d) The cost for recharging air bottles as well as costs for foam if used.
- e) The hours of use of vehicles invoiced to the requesting Municipality will be counted from the time of leaving the fire station to the return at the fire station.
- f) The hours billed for the firefighters to the requesting Municipality will be counted from the call for assistance until all equipment is restored.
- g) Failure of equipment belonging to a responding Municipality in a request for assistance shall be entirely the responsibility of the responding Municipality. Requesting Municipality cannot be held responsible for any damage caused to the vehicles and equipment of the responding Municipality.
- h) When a call is cancelled, the responding municipality may charge the requesting Municipality pre-set rate for firefighters but may not apply rates for vehicles that have not been used on the site of the fire.
- i) When the Municipality of Low is called to the Municipality of Denholm and the Fire service from Kazabazua is on standby, the cost will be pre-set to \$ 350 per vehicles and 2 Firefighters.
- j) When firefighters from the above- mentioned responding Municipalities, receive a summons to appear in court in a case where a fire occurred on the territory of the requesting municipality in the agreement, the requesting municipality will be responsible for paying all expenses related to the testimony of firefighters or (salary, living expenses, travel expenses or other).

## **12. PRICING NOT APPLICABLE**

12.1 Any party to the agreement providing assistance to the other party of the agreement for the purposes of this Agreement shall not claim any payment or compensation due to:

- a) the cost of fuel or lubricant already contained in the tanks of its machine.
- b) deductibles and premiums for insurance against damage that may be caused to his vehicles and its equipment and injuries to Firefighters / Drivers.

## **13. MODIFICATION**

13.1 This Agreement may be amended at any time or in part at the discretion of the two (2) parties. However, if necessary, any change or modification made shall take effect only when it is in a written agreement signed by the parties and attached to this contract.

13.2 Any other municipality wishing to be part of this Agreement may do so



in accordance with the provisions of Section 624 of the Municipal Code, subject to the following conditions:

- a) obtains the consent of all parties to the agreement.
- b) accepts the conditions of joining which the parties to the agreement may agree among themselves as an annex to this agreement.
- c) The parties to the agreement authorized by resolution of this annex.

**14. DURATION AND RENEWAL**

14.1 This Agreement shall take effect on the date of signature for a period of one (1) year. Thereafter, the agreement will automatically renew for successive periods of one (1) year, unless either party notifies the other by registered or certified mail of its intention to terminate or request changes. This notice must be given at least three (3) months before the expiration of the initial term or any renewal term.

**IN WITNESS WHEREOF**, the parties have signed this ..... day of ..... 2013

**Municipality of Low**

Morris O’Connor, Mayor                      Franceska Gnarowski, Director General

**Municipality of Kazabazua:**

Ota Hora, Mayor                                      Pierre Vaillancourt, Director General

**ANNEX-A-**

**IMPLEMENTATION OF THE AGREEMENT**

- 1. Sharing of pagers and auto answer on both territories.
- 2. The use of equipment and personnel on both territories.
- 3. The interoperability of telecommunications and emergency equipment for both municipalities.
- 4. We also encourage training and hours of practices.

**ANNEX- B-**

**LOW RISK AND MEDIUM**

**MODE OF OPERATION**

The fire department of the municipality of Kazabazua assist the fire department of the municipality of Low when calling for a building fire at low and medium risk requiring a strike force as defined in the fire safety cover plan, dispatching three (3) firefighters and a tanker truck at all times.

This mode of operation will be applied by the Municipality of Low to the area defined in Annex-C-for low and medium risk.

The municipality of Kazabazua authorize the Central Communications 911 (CLR or other) to automatically transmit the service call to the municipality of Low for the area specified in Annex-C-.

**ANNEX-C-MAP OF THE LIMITS OF INTERVENTION.**

**(6.3.4) BYLAW #006-2013 MODIFYING BYLAW # 002-2009**

**BY-LAW # 006-2013 – FIRE SERVICE**

To cancel and replace any previous by-laws concerning the establishment of a fire protection service

**WHEREAS** Council established a Fire Service through bylaw # 002-2009;

**WHEREAS** Council ratified the “Working Conditions for Employees of the Fire Service at a regular sitting of council April 8, 2013;

**WHEREAS** following the ratification of the working conditions, it is necessary to update bylaw #002-2009 in order to ensure conformity of the contents of both documents;

**#110-06-2013**

**THEREFORE, BE IT RESOLVED** by Councillor Carole Robert, seconded by Councillor Maureen Rice and unanimously resolved that the parties hereto agree as follows:

**ARTICLE 1**

By-law #002-2009 concerning the establishment of a fire protection service is repealed and replaced by the present.

**ARTICLE 2**

The masculine is used in the present by-law without discrimination and includes the feminine to shorten the text.

**ARTICLE 3**

The Low Fire Protection Service has the objective of limiting the loss of human life and material, and to achieve success rates equal to or better than comparable municipalities through:

- 1) Prevention measures to reduce the occurrence of fires;
- 2) Developing means to ensure self-protection;
- 3) The rescue of people and the confining and extinction of fire sources throughout the municipality;
- 4) The operation of a “jaws of life” unit if applicable.

**ARTICLE 4**

The person responsible for the service will be appointed by Council on the recommendation of the Public Security Committee of Council.

**ARTICLE 5**

The personnel for the service may include a fire protection service chief, officers, and firefighters.

**ARTICLE 6**

Salaries for the personnel will be determined by Council following recommendations from the Public Security Committee of Council.

#### **ARTICLE 7**

The fire protection service chief and officers of the fire protection service receive requests from firefighter candidates and present a signed recommendation to Council for approval.

#### **ARTICLE 8**

To be eligible to become a member of the service as a firefighter, the candidate must

- a) be at least 18 years of age;
- b) successfully complete any evaluation required by the fire protection service chief, and approved by the Public Security Committee of Council;
- c) be judged physically suited to become a member of the service, following a medical examination by a doctor during a trial period;
- d) reside in the municipality or within 10 kilometers of Low;
- e) be in possession of, or state a willingness to acquire a valid category 4A drivers' licence if requested to drive fire protection service intervention vehicles;
- f) have a certificate of competence in the use of the "jaws of life" and related equipment if requested to use such equipment;
- g) follow first aid courses as soon as they are offered by the Municipality;
- h) agree to having a police security check.

It is recommended that all firefighters have current vaccination protection against hepatitis B and tetanus.

#### **ARTICLE 9**

All candidates will have a minimum trial (probationary) period of eighteen (18) months to ensure suitability after (or during) which they must attend and successfully complete courses necessary to meet professional requirements applicable to fire protection services (Bloc A or equivalent). Such courses will be arranged by the municipality as soon as reasonably possible following a candidate's acceptance, and may take place in Low or in another municipality.

#### **ARTICLE 10**

Each member of the service must conform to the Municipality of Low's *Code of Ethics for Employees*, the *Working Conditions for the Employees of the Fire Service* and the appropriate job description (copies of which are annexed to this by-law) as well as to internal rules and regulations as determined by the director or chief of the fire service as approved by the Security Committee.

#### **ARTICLE 11**

Promotion within the fire protection service will be according to merit and may be subject to internal competition according to the conditions prescribed by Council upon recommendation of the Council Public Security Committee. Any firefighter meeting the prescribed conditions will be eligible for the competition.

Fire protection service officers are formally designated by Council resolution following competition within the service (or outside if there are no candidates interested in filling or able to fill these functions within the service).

#### **ARTICLE 12**

The municipality will provide protective clothing and other work clothes for firefighters and officers as approved in the annual budget.

In extraordinary circumstances, Council may authorize the reimbursement for an accidental material loss suffered by a firefighter during an intervention.

#### **ARTICLE 13**

Council agrees to provide and pay the premium for insurance to indemnify a firefighter or his legal heirs in case of:

- Loss of life
- Bodily injuries
- Invalidity
- Loss of salary (in conformity with the CSST)

#### **ARTICLE 14**

Regulations referred to in Article 10 will be reviewed, updated, and published on a regular basis.

#### **ARTICLE 15**

The Director-general of the municipality, upon recommendation of the Public Security Committee of Council and the Chief of the fire protection service, may reprimand or suspend any officer or firefighter for insubordination, misconduct, repeated absences, or who refuses or neglects to conform to general and internal regulations affecting the good functioning of the service (Section 6, Working Conditions).

#### **ARTICLE 16**

Municipal Council, after discussion with the Public Security Committee of Council, may demote an officer, or suspend or dismiss any officer or firefighter found to have committed one or more infractions referred to in Article 15 where such infraction(s) is deemed sufficiently serious.

#### **ARTICLE 17**

The chief of the fire protection service will be responsible for:

- a) achieving objectives described in Article 3 of this by-law, taking into consideration the material and equipment available;
- b) ensuring appropriate use of available human and physical resources;
- b) the administration of the service within the budgets allocated, provided that any expense is subject to the dispositions of the Municipal Code, to the by-law on the administration of finances of the municipality and internal regulations of the municipality.

#### **ARTICLE 18 — JOB DESCRIPTIONS:**

- a) Chief of the fire protection service (see Appendix 1)
- b) Assistant to the chief of the fire protection service (see Appendix 2)
- c) Lieutenant (see Appendix 3)

d) Firefighter (see Appendix 4)

**ARTICLE 19**

The chief of the fire protection service or his representative is fully responsible for all operations during a fire; he is the senior authority on the site of a fire until it is completely extinguished. He may order removed anyone endangering his safety or interfering with firefighters' work. He ensures protection of the damaged goods and may order removed anyone not authorized to approach the site.

**ARTICLE 20**

Anyone who refuses to obey an order from the chief of the fire protection service or his representative to leave the premises is deemed to have committed an infraction to this by-law and can be immediately arrested by order of the chief of the fire protection service or his representative.

**ARTICLE 21**

Any duly mandated member of the service is authorized to force entry to a private or public property if there is good reason to believe there might be a fire.

**ARTICLE 22**

If, when entering a building as prescribed in Article 21, the occupant is absent, the building must be left in a state of security equivalent to that existing before entering.

**ARTICLE 23**

All members of the fire protection service have a duty to confine and extinguish any voluntary or involuntary fire by any means available, taking into account the necessity to minimize damages.

**ARTICLE 24**

The chief of the fire protection service or his representative may ask anyone physically capable and present on the site for help, if it is believed his help is essential.

**ARTICLE 25**

The chief of the fire protection service or his representative may order the demolition of any building, fence, secondary building, etc. if this is judged imperative to stop the progress of the fire.

**ARTICLE 26**

The fire protection service may respond to a call related to a fire outside the limits of the municipality if it constitutes a danger for the buildings and/or installations situated on the territory under its jurisdiction.

**ARTICLE 27**

The chief of the fire protection service or his representative shall encourage the establishment of inter-municipal assistance plans with adjacent municipalities. These plans must conform to the Law to be valid.

**ARTICLE 28**

When an official agreement authorizes the Low fire protection service to combat a fire in another municipality (whether or not it has a fire protection service), the chief of the fire protection service or his representative has all powers enumerated in the previous sections,

including those enumerated in Articles 20-26 inclusive, until such time as he is officially relieved of this responsibility.

**ARTICLE 29**

The chief of the fire protection service or his representative must ensure that at all times there are sufficient available firefighters to ensure a fire call can be responded to effectively.

**ARTICLE 30**

The chief of the fire protection service or his representative must, within a reasonable time, submit reports on all fires attended, practices, and jaws of life practice (if applicable) and any other report requested by the director-general, for review and filing.

**ARTICLE 31**

The municipal corporation will provide legal and insurance protection and support for all employees including volunteer firefighters. In this respect, all members of the fire protection service will benefit from the same policies and procedures as other municipal employees.

If a court action results from the exercise of official duties, the employee may also hire his own legal representative who will work under the direction of the municipal lawyer.

**ARTICLE 32 – FINES**

Anyone contravening dispositions of this by-law is deemed to have committed an infraction and is liable to a fine of two hundred and fifty (\$250) dollars with or without fees and if in default of immediate payment of fine and fees according to the case, of imprisonment fixed by the Court according to the Law; this imprisonment may however cease at any time before the termination of the term fixed by the Court, upon payment of the fine or fine and fees, according to the case.

The present by-law will be enforced according to Law.

\_\_\_\_\_  
Mayor

Director General

**(6.3.5) RESIGNATION**

**#111-06-2013**

**BE IT RESOLVED THAT** council accept the resignation, for personal reasons, of the fire fighter Andrew Geggie.

**MOVED BY** Councillor Theresa van Erp  
**SECONDED BY** Councillor Carole Robert  
**ADOPTED UNANIMOUSLY**

**(6.3.6) HIRE**

**WHEREAS** the Security Committee and the Chief of the Fire Service recommend that the Municipality hire Rebecca Wallace and Seamus Montague as fire fighters;

**#112-06-2013**

**THEREFORE, BE IT RESOLVED THAT** Council approve the hiring of Rebecca Wallace and Seamus Montague as fire fighters for the Municipality of Low and that the municipality send copies of the Working Conditions.

**MOVED BY** Councillor Carole Robert  
**SECONDED BY** Councillor Maureen Rice  
**ADOPTED UNANIMOUSLY**

**(6.3.7) TRAINING**

**#113-06-2013**

**BE IT RESOLVED THAT** Council authorize training for one person for the pumper course at a cost of \$822.

**MOVED BY** Councillor Carole Robert  
**SECONDED BY** Councillor Maureen Rice  
**ADOPTED UNANIMOUSLY**

**(6.3.8) ANNUAL REPORT**

**#114-06-2013**

**BE IT RESOLVED THAT** Council accept the modified annual report concerning the Municipality's actions to meet the requirements of the Risk Coverage Plan and that the report be sent to Sylvain Pépin at the MRCVG as soon as possible.

**MOVED BY** Councillor Carole Robert  
**SECONDED BY** Councillor Maureen Rice  
**ADOPTED UNANIMOUSLY**

**6.4 HYGIENE**

**(6.4.1) REPORT**

Report by Councillor Albert Kealey, Chair of the Hygiene Committee.

**6.5 URBANIZATION**

**(6.5.1) REPORT**

Report by Councillor Amanda St. Jean, Chair of the Urbanization Committee

**6.6 RECREATION & CULTURE**

**(6.6.1) REPORT**

Report by Councillor Maureen Rice, Chair of the Recreation Committee presents the activities for the month.

**7.0 VARIA**

No items

**(8) ADJOURNMENT**

**#115-06-2013**

**BE IT RESOLVED THAT** the meeting be closed at 7:45 p.m.

**MOVED BY** Councillor Charles Kealey  
**SECONDED BY** Councillor Theresa van Erp  
**ADOPTED UNANIMOUSLY**

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Mayor

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Director General/Secretary-Treasurer

" I, Morris O'Connor, Mayor, certifies that the signature of these minutes is equivalent to my signature on all resolutions in the above document and this according to article 142 (2) of the Municipal Code. "