

# RM OF REYNOLDS POLICY

**Title: Fire Department Controlled Burn**

**Policy No. 49**

## **PURPOSE:**

The Municipality receives request to perform controlled burns of structures located on private property within the Municipality. Council of the Municipality therefore wishes to establish a policy for providing controlled burn services on private property, to be known as the Fire Department Controlled Burn Policy.

This policy sets out the requirements that must be met to enable the Reynolds Fire Department to provide controlled burn works and services on applicant's private property. Establishing the policy will ensure that the Reynolds Fire Departments equipment and resources are used in a fair and equitable manner and enhance the Municipalities overall accountability and transparency.

## **PROCEDURE:**

This policy applies to the Reynolds Fire Department work carried out on private property within the Municipality.

This is not a core function of the Reynolds Fire Department and will not take precedence over regular fire protection services to be provided by the Municipality.

## **RATES:**

A demolition permit will need to be obtained from the Building Inspector for \$40.00.

The base fee for the Fire Department Controlled Burn is \$500.00 for three hours of controlled burn services. If the time on scene exceeds three hours, the applicant(s) must pay the following additional charges:

<b>Equipment</b>	<b>Price/Unit</b>
Pumper Truck	\$350.00/hour
Tanker	\$250/hour
Rescue Van	\$250/hour
ATV	\$50/hour
Fire Fighter/Fire Chief	\$30/hour
Mileage	\$0.61/km

## **APPLICATION/APPROVALS:**

All applications must be made in writing to the Municipality and approved by the Fire Chief and Council.

Applicants will be provided with a written cost estimate. Applicants must agree, in writing, to pay the \$500.00 base fee, and all additional charges if the cost of the Reynolds Fire Department exceeds or will exceed the \$500.00 base fee.

**\*\*Fees may be waived at the recommendation of the Fire Chief with approval of the Municipality if it is determined the private burn can be used for training purposes with the exception of the demolition permit fee\*\***

The Municipality may in its sole discretion, at any time and for any reason, decide not to approve any application for the Reynolds Fire Department to perform any controlled burn even if an application has been granted.

## **PAYMENT:**

Applicants will be invoiced for the controlled burn, at the rates set out in this Policy.

Payment is due upon receipt of invoice from the Municipality. Interest will be charged at the rate of 1.25% per month on any balance outstanding after 30 days from the invoice date. Any amounts outstanding in respect to this policy will be added to taxes for the property upon which the controlled burn was provided on.

## **WAIVER OF LIABILITY AND INDEMNIFICATIONS:**

Every applicant must indemnify the Municipality from and against all claims and actions for any loss, damage or injury that might arise as a result of the provision of any controlled burn. Applicants must sign a waiver and indemnification agreement before any controlled burns are undertaken by the Reynolds Fire Department.

A copy of status of title will need to be provided with the application form.

The Reynolds Fire Department will inspect the property prior to approving the application to ensure:

- The building can be a contained burn and that there is no other structures close by that could possibly be affected
- Observe what is inside the structure
- A perimeter will be set and ensure that only the Reynolds Fire Department are within the perimeter and no access to the general public
- Ensure the fire is not able to spread to dry grass and expand past the building being burned
- Sufficient fire fighting equipment and water is available to fight any fire that may develop away from the contained burn site
- A plan in place should there be another fire that the fire department gets called to while doing the controlled burn



**RURAL MUNICIPALITY OF REYNOLDS  
FIRE DEPARTMENT CONTROLLED BURN WAIVER**

I, \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ am/are the registered owner(s)  
(name) (name) (Town of Residence)

of the property described as \_\_\_\_\_ (Property) and hereby request that, and  
(Legal Description & Roll Number)

grant permission to, the Reynolds Fire Department to destroy the following structures on the property (Structures) by burning  
(Burning Services):

\_\_\_\_\_

I hereby certify that:

1. I have no insurance of any type on the Structure(s);
2. A Demolition permit has been obtained from the Building Inspector and the \$40.00 fee paid to the RM office
3. No other person has any right, title, or interest in the Property or Structure(s); - A Status of Title must be provided
4. There are no charges, liens or encumbrances affecting the Property or Structure(s);
5. The Structure(s) contain no asbestos or other contaminants.

I understand that the Municipality may refuse this application or refuse to provide the Burning Services if it determines that any Structure(s) contain asbestos or any other contaminants, due to burning restrictions, or for any other reason as the Municipality may in its sole discretion at any time determine.

I agree to pay upon invoice all fees charged by the Municipality for the Burning Services, including the \$500 base fee and any additional charges set out in the RM of Reynolds Municipal Fire Department Policy. I agree to pay all fees and charges in advance as the RM may require if I am not a ratepayer of the RM.

I acknowledge and agree that the RM of Reynolds, Reynolds Fire Department are not responsible for any loss or damage to the Property or the Structure(s) or to any personal property on the Property or in the Structure(s) or any personal injury that may result to me, any guest or invitee on the Property as a result of the Burning Services.

I waive all claims against, release from liability and agree not to sue the RM of Reynolds, its officers, council, employees, affiliates, agents and representatives (RM), Reynolds Fire Department or any of their respective members, agents or representatives (Reynolds FDs) for any personal injury, death, property damage or any other loss or damage sustained as a result of performance of the Burning Services.

I indemnify the RM and the Reynolds FDs, from and against any and all claims of any kind whatsoever arising out of any act or omission of the RM and/or the Reynolds FDs, and any and all loss or damage to the Property or the Structure(s) as a result of the Burning Services.

Signed at \_\_\_\_\_, Manitoba, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness (Printed)

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness (Printed)

\_\_\_\_\_  
Signature of Fire Chief

\_\_\_\_\_  
Signature of Designated Officer