

<b>Town of Perth</b>			
<b>Firebreak Policy</b>		<b>Effective:</b>	June 18, 2024
		<b>Replaces:</b>	N/A
<b>Issued by:</b>	Director of Protective Services/Fire Chief and Director of Development Services	<b>Approval:</b>	By-law No. 2024-5158

**1. PURPOSE**

1.1 The Corporation of the Town of Perth is committed to fire, public, and employee safety. The presence of structures under construction in an area undergoing new development creates unique fire risks that can be mitigated through proper fire safety protocols. The provisions contained in this Policy establish key protective measures to limit the spread and intensity of fires in new construction, while ensuring that water supplies are available to assist Perth Fire Services in containing a fire.

1.2 The purpose of this Policy is:

- i. for certain fire protection measures to be included as a condition of every development approval, and of every **Development Agreement**, subject to the discretion of the **Director of Protective Services/Fire Chief**;
- ii. to establish the requirement for **Firebreak Lots** where it is deemed necessary on a construction site. A **Firebreak Lot** creates a physical space between areas that are being constructed, to prevent or delay the spread of fire on a construction site and to limit the potential intensity of a fire. This is a concern in areas undergoing residential development where the construction of wood-frame buildings is most prevalent, and where fire sources (e.g., propane torches, lightning strikes) can easily encounter dry timber and other exposed and highly flammable materials. This is also a primary concern where such new construction is taking place on infill sites adjacent to occupied residential structures.
- iii. to establish the requirement, prior to the commencement of construction, for fully installed, charged, and operational watermains and fire hydrants in areas undergoing development, to ensure that Perth Fire Services has access to sufficient water resources to provide adequate fire protection. In addition, all roadways within areas undergoing development must be able to support Perth Fire Services’ vehicles prior to the commencement of construction.

## 2. SCOPE

- 2.1 This Policy applies to the construction of all new development within the Town including new development, infill, and redevelopment, and applies to all conditions of approval (and agreements) for new subdivisions, condominiums, and site plans or any other development not defined herein being processed by the **Corporation**.
- 2.2 This Policy is not a substitute for the provincial Fire Code, or other municipal, provincial, or federal by-laws, codes, regulations, or statutes governing fire safety and building construction. All such provisions and regulations should be always adhered to by those working on or around construction sites, as applicable and amended.

## 3. RESPONSIBILITY

- 3.1. **Council:** Prior to the approval of any draft plan of subdivision, condominium plan, or site plan, ensure that the appropriate fire safety measures have been considered in accordance with this Policy, and (where required) adopted as a condition of approval if so, recommended by the **Director of Protective Services/Fire Chief** .
- 3.2. **Director of Protective Services/Fire Chief:** Confirm requirements for, and locations of, **Firebreak Lots** in a development plan as part of the development application review process and **Development Agreement** creation.
- 3.3. **Builder/Developer:** Provide **Firebreak Lots** as per this policy.

## 4. DEFINITIONS

For the purposes of this policy, the following definitions shall apply:

- 4.1. **Builder/Developer** shall mean an individual, person, or corporation engaged in the development of property and construction of buildings on a property and includes the owner of such property.
- 4.2. **Chief Building Official (CBO)** shall mean the person so appointed by the Council of the Corporation pursuant to the provisions of the Ontario Building Code Act.
- 4.3. **Corporation** shall mean The Corporation of the Town of Perth.
- 4.4. **Council** shall mean the individuals elected to the Council of the Corporation, the role of which is to develop and evaluate the policies and programs of the Corporation.

- 4.5. **Development Agreement** shall mean an agreement that is required to secure the development obligations of a Builder/Developer for a property, and includes a subdivision agreement, condominium agreement, and a site plan agreement or other agreements as required.
- 4.6. **Director of Development Services** shall mean the individual so designated by the Council of the Corporation, being responsible for the administration of Planning and Building Services on behalf of the Corporation, and includes his or her designate.
- 4.7. **Director of Protective Services/Fire Chief** shall mean the individual so designated by the Council of the Corporation as the “Fire Chief “, being responsible for Perth Fire Services on behalf of the Corporation, and includes his or her designate.
- 4.8. **Firebreak Lot(s)** shall mean a lot, block, unit, or other parcel of land on a subdivision, condominium, or site plan on which construction restrictions are placed for fire safety purposes, in order to ensure that there is a physical space between areas that are being constructed.
- 4.9. **Town** shall mean the entire geographic area of the Corporation.

## **5. POLICY REQUIREMENTS FOR FIREBREAK LOTS**

- 5.1. For every development application that requires subdivision, condominium, or site plan approval, the **Director of Protective Services/Fire Chief** shall review the application to determine if **Firebreak Lots** are necessary to maintain a reasonable level of fire safety at the overall construction site.
- 5.2. Should the **Director of Protective Services/Fire Chief** determine that **Firebreak Lots** are required, then the Development Services Department shall include a condition of approval that such **Firebreak Lots** be provided as part of the Development Agreement. Working with the **Builder/Developer**, the **Director of Protective Services/Fire Chief** shall confirm which lots shall be designated as **Firebreak Lots** in the **Development Agreement**.
- 5.3. Generally, the following requirements shall apply:
- i. For a townhouse block:
    - a. it may not exceed six (6) units in size; and,
    - b. a **Firebreak Lot** shall be provided between each townhouse block and any other forms of buildings.
  - ii. For a row of single house lots, every 7<sup>th</sup> lot shall be deemed a **Firebreak**

**Lot.**

- iii. For semi-detached blocks, or for any combination of buildings noted above in i. and ii, every 4<sup>th</sup> lot shall be deemed a **Firebreak Lot**.

5.4. Notwithstanding the issuance of any building permit for the designated **Firebreak Lots**, the **Development Agreement** shall ensure that:

- i. No construction shall commence or storage of materials on a **Firebreak Lot** without the written consent of the **Director of Protective Services/Fire Chief** in conjunction with the **Chief Building Official**. Prior to the commencement of construction on a **Firebreak Lot**, the exterior finish, roofing, and windows on the unit abutting each side lot line of the **Firebreak Lot** are completed to the satisfaction of the **Director of Protective Services/Fire Chief** and **Chief Building Official**.
- ii. Securities in such reasonable amount, as determined by the **Director of Protective Services/Fire Chief**, shall be paid in order to secure the **Builder/Developer's** obligations regarding the **Firebreak Lots** and shall be included in any **Development Agreement** prior to the issuance of an unconditioned building permit, or the issuance of a conditional building permit.
- iii. Should a building be constructed on a **Firebreak Lot** in contravention of the **Development Agreement**, then the **Director of Protective Services/Fire Chief, Director of Development Services** and **Chief Building Official** or designate may take such steps as necessary to remedy the violation, including drawing on such securities and restoring the lot to a condition that complies with the **Firebreak Lot** provisions of the **Development Agreement**.

5.5. The **Director of Protective Services/Fire Chief** may specify in any **Development Agreement** such other reasonable requirements for the **Firebreak Lots** that are appropriate for the development.

**6. POLICY REQUIREMENTS FOR OTHER FIRE SAFETY MEASURES ON CONSTRUCTION SITES**

6.1. The **Director of Protective Services/Fire Chief** may reference NFPA 1140. The Standard for Wildland Fire Protection for access/egress conditions, water capacity conditions and wildfire protection plans.

**7. GENERAL PROVISIONS**

7.1. This Policy shall take effect upon approval by **Council** of the **Corporation**, and shall apply to every subdivision, condominium, or site plan development

application that has not yet received approval as of the date that this Policy comes into force.

- 7.2. As of the date this Policy comes into force, where a subdivision, condominium, or site plan development:
  - i. has already received approval;
  - ii. is already subject to an executed **Development Agreement** between the **Corporation** and the **Builder/Developer**; and,
  - iii. has not yet completed the construction of buildings for the development, then the **Builder/Developer** shall work with the **Director of Protective Services/Fire Chief** to examine ways to mitigate any reasonable fire risks that are identified as part of any building or fire inspections of the construction site.

## 8. SEVERABILITY

- 8.1. If a court or tribunal of competent jurisdiction declares any portion of this Policy to be illegal or unenforceable, that portion of this Policy will be considered to be severed from the balance of the Policy, which will continue to operate in full force.

## 9. REVIEW PERIOD

- 9.1. This policy shall be reviewed every five (5) years.