

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 07-702

Being a by-law to authorize the Mayor and Chief Administrative Officer/Clerk to execute an Agreement with the Ministry of Natural Resources for a Municipal Forest Fire Management Agreement.

WHEREAS under Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

AND WHEREAS under section 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 22nd day of February, 2007.

READ A SECOND AND THIRD time and finally passed this 22nd day of February, 2007.



MAYOR



CAO/Clerk



Ontario

Ministry of
Natural
Resources

Ministère des
Richesses
naturelles

3301 Trout Lake Road
North Bay ON P1A 4L7
Phone: (705) 475-5551
Fax: (705) 475-5559

April 26, 2007

Corporation of the Municipality of Temagami
P.O. Box 220
Temagami, ON
P0H 2H0

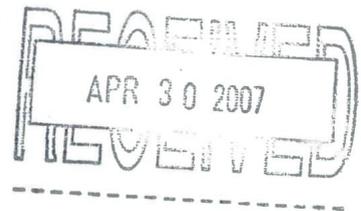
Subject: Municipal/MNR Forest Fire Management Agreement

Please find enclosed a signed copy of the Municipal Forest Fire Management Agreement between the Corporation of the Municipality of Temagami and the Ministry of Natural Resources for the five year term of April 1, 2007 to March 31, 2012.

Please contact Tim Dempsey at (705) 475-5557 if you have any questions.

Thank you for your continued cooperation.

Ed Matthews
Fire Management Supervisor
North Bay Fire Management Headquarters
(705) 475-5536
/td



Municipal Forest Fire Management Agreements

This agreement made in triplicate this 1st day of April, 2007.

BETWEEN:

Her Majesty the Queen in right of Ontario, as represented by the Minister of Natural Resources for the Province of Ontario, hereinafter referred to as the "Ministry"

AND

The Corporation of the Municipality of Temagami
hereinafter referred to as the "Municipality"

WHEREAS the Municipality is responsible to extinguish grass, brush, and forest fires within its limits pursuant to Section 21 of the Forest Fires Prevention Act:

AND WHEREAS the parties wish to enter into a fire management agreement pursuant to section 19 of the Forest Fires Prevention Act, R.S.O. 1990, c.F-24, "FFPA" with respect to the prevention and control of grass, brush, and forest fires:

THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

In this agreement,

- a) “fire” means a grass, brush or forest fire;
- b) “border fire” means a grass, brush, or forest fire that straddles any part of the boundaries between the Crown Protection Area and the Municipal Protection Area, as defined herein;
- c) “officer” means an officer as defined in the Forest Fires Prevention Act;
- d) “Crown Protection Area” means the part or parts of the limits of the municipality so designated in Appendix “A” attached hereto, for which the Crown has agreed to be the response agency for grass, brush and forest fires, subject to the terms of this agreement;
- e) “Municipal Protection Area” means the part or parts of the limits of the municipality so designated in Appendix “A” attached hereto, for which the Municipality has agreed to be the response agency for grass, brush and forest fires, subject to the terms of this agreement;
- f) “Comprehensive Protection Charge” means an annual per hectare fee, which is subject to an annual review and adjustment, charged with respect to land protected by one agency for another and is designed to be comprehensive of all costs of fire management, pre-suppression and suppression;
- g) “patented land” means all privately owned land and patented land owned by the Crown in right of Ontario;
- h) “incident” means a fire response where no fire is found or no control action is taken;
- i) “agency arriving first” means the fire staff and equipment capable of starting fire suppression that first arrives at the scene of a fire;
- j) “Apparatus” means a fire service vehicle that carries wildland firefighting capability (includes pumpers, tankers and forestry trucks carrying portable firefighting equipment).

PREVENTION AND COMPLIANCE

- 2. a) The Municipality, at its expense, will develop a forest fire prevention plan and implement a forest fire prevention program for all areas of the municipality.
- b) The Municipality agrees to control open air burning in a coordinated fashion in the Municipality through bylaws or a municipal fire permit system consistent with the Forest Fires Prevention Act, the Ontario Fire Code, and the Ministry of Environment and Energy guidelines.

- c) The Municipality will, at its expense, be responsible for the management and enforcement of any fire permit system enacted under authority of by-law.
- d) At the request of the Municipality, the Ministry may assist in the investigation of fire occurrences where fires are of a contentious nature, and undertake prosecutions for contravention of the Forest Fires Prevention Act and its Regulations.

CROWN PROTECTION AREA

- 3. a) Subject to paragraph b), the Ministry, at its own expense, agrees to suppress grass, brush and forest fires within the Crown Protection Area.
- b) Where, on the request of the Ministry, the Municipality responds to suppress a fire in the Crown Protection Area, the Ministry agrees to reimburse the Municipality the cost of providing such assistance according to rates set out in Appendix "C".
- c) Where, on the request of the Ministry, the Municipality responds to an incident in the Crown Protection Area, the Ministry agrees to reimburse the Municipality the cost of providing such assistance according to rates set out in Appendix "C".

MUNICIPAL PROTECTION AREA

- 4. a) Subject to paragraph (b), the Municipality, at its own expense, agrees to suppress grass, brush and forest fires within the Municipal Protection Area.
- b) Where, on the request of the Municipality, the Ministry responds to suppress a fire in the Municipal Protection Area, the Municipality agrees to reimburse the Ministry the cost of providing such assistance according to rates set out in Appendix "C".
- c) Where, on the request of the Municipality, the Ministry responds to an incident in the Municipal Protection Area, the Municipality agrees to reimburse the Ministry the cost of providing such assistance according to rates set out in Appendix "C".

SUPPRESSION ACTIONS

- 5. a) Regardless of responsibilities set out in sections 3 and 4, the Municipality and the Ministry agree to begin suppression of a fire in the Crown Protection Area or Municipal Protection when either party is the agency arriving first at the fire and cost associated with such action will not be applicable until the agency responsible for that area is notified of the fire and a request for continued action is made.

- b) The Ministry will exercise its powers under section 21 of the Forest Fires Prevention Act and assume control of the fire suppression activities when it is determined in the opinion of an officer that the present suppression action has the potential to result in one or more of the following conditions:

Loss of Life

Significant loss of private property

Significant loss of public property

- c) Where the Ministry assumes control of the fire suppression activities under section 5 (b), the Municipality agrees to reimburse the Ministry the cost of the suppression action according to the rates set out in Appendix C.

BORDER FIRES

6. a) Where the Municipality and the Ministry, separately or together, suppress a border fire, the Municipality agrees to bear the portion of the total cost incurred by both parties on a percentage basis equal to the percentage of area burned that is contained within the Municipal Protection Area.
- b) Where the Municipality and the Ministry, separately or together, suppress a border fire, the Ministry agrees to bear the portion of the total cost incurred by both parties on a percentage basis equal to the percentage of area burned that is contained within the Crown Protection Area.
- c) The Municipality and the Ministry agree that costs incurred suppressing a border fire will be calculated according to the rates set out in Appendix "C".
- d) Where the portion of the total cost that the Municipality agrees to bear exceeds the costs incurred by the Municipality in suppressing that fire, the Municipality agrees to pay the amount of the excess to the Ministry.
- e) Where the portion of the total cost that the Ministry agrees to bear exceeds the costs incurred by the Ministry in suppressing that fire, the Ministry agrees to pay the amount of the excess to the Municipality.
7. In the event of a response to a fire which results in issues of dispute between the parties or where the Ministry assumes action under clause 5(b), the Municipality and Ministry agree that either party may convene a joint review of the management of the fire, during which issues, including cost sharing, can be resolved.
8. Where the Municipality is assisting the Ministry within the Crown Protection Area and must respond to a structural fire within the Municipality, the Ministry agrees that, unless a grass, brush or forest fire threatens human life, the structural fire takes precedence over grass, brush, or forest fires in the Crown Protection Area.

PAYMENTS

9. a) The Municipality agrees to pay, before March 31 of each year, to the Ministry the annual Comprehensive Protection Charge, for the forthcoming fire season, described in Appendix "B" for every hectare of patented land within the Crown Protection Area.

b) The Ministry agrees to pay, before March 31 of each year, to the Municipality the annual Comprehensive Protection Charge, for the forthcoming fire season, described in Appendix "B" for every hectare of unalienated Crown land owned by the Crown in right of Ontario within the Municipal Protection Area.
10. a) To qualify for reimbursement, both parties must provide to each other a complete Municipal Fire Information and Cost Report as described in Appendix C within 30 days of the end of the suppression activity on each fire.

b) Costs incurred by the Municipality will be offset against costs incurred by the Ministry. Any balance owing to either party on November 30 of any year that this agreement is in effect, will be an amount due to that party as of that date.
11. The Municipality and Ministry agree, at their own expense, to investigate the cause and origin of fires in the Municipal and Crown Protection Areas, respectively, and provide annual reports to each other of the fire activity within the municipality, on or before November 30th of each year that this agreement is in effect.

INDEMNITY

12. a) The Ministry agrees to indemnify and save harmless the Municipality, its officers, servants, and agents from and against all claims, demands, costs, actions, causes of action, expenses whatsoever which may be taken or made against them by or any of them for any loss, damage, or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Ministry, her servants or agents in relation to fire suppression activity undertaken by the Ministry at the request of the Municipality, pursuant to this agreement.

b) The Municipality agrees to indemnify and save harmless the Ministry, its officers, servants, and agents from and against all claims, demands, costs, actions, causes of action, expenses whatsoever which may be taken or made against them by or any of them for any loss, damage, or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Municipality, her servants or agents in relation to fire suppression activity undertaken by the Municipality at the request of the Ministry, pursuant to this agreement.

c) The Municipality agrees that fire fighters employed by the Municipality or volunteering to the Municipality are employees of the Municipality for the purposes of benefits under the Workplace Safety and Insurance Board whether working on Crown Land or private land, in the Crown Protection Area or the Municipal Protection Area.

- d) The Crown agrees that fire fighters employed by the Crown or volunteering to the Crown are employees of the Crown for the purposes of benefits under the Workplace Safety and Insurance Board whether working on Crown Land or private land, in the Crown Protection Area or the Municipal Protection Area.
- e) The parties agree each is responsible for damage or loss of owned vehicles or equipment used in fire fighting under this agreement and that rates described in Appendix "C" include recovery of costs for normal wear and tear on fire fighting vehicles and equipment, as well as the cost of repair of periodic breakage or accidental damage.

TERMS and RENEWAL

- 13. a) This agreement supersedes and replaces any prior agreements between the parties with respect to the prevention and control of grass, brush and forest fires.
- b) Subject to paragraph c), this Agreement can be terminated by either party upon 30 days written notice during the months of October to March.
- c) The Ministry will provide to the Municipality, in writing, changes to charges and rates described in Appendix "B" and "C" by February 1 of every year.
- d) This agreement will be in force from April 1st, 2007 up to and including March 31 st, 2012.

IN WITNESS WHEREOF this agreement has been executed by the parties by their duly authorized signing officers.

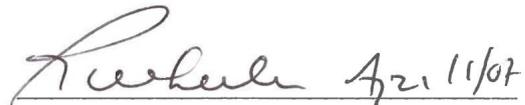
SIGNED, SEALED AND DELIVERED)

In the presence of)



As to execution by Ralph Wheeler)
Director of Aviation, ~~Flight~~ and Fire)
Management Branch)

HER Majesty THE QUEEN
in right of Ontario


Ralph Wheeler, Director of AFFMB
as authorized by the Minister of Natural
Resources for the Province of Ontario

The Corporation of the Municipality of
Temagami

By: 
Mayor

And: 
Clerk

Appendix A

1. The Crown Protection Area, save and except land covered with water, is comprised of a total of 258,283 hectares of which **2,072** hectares is patented land.
2. The Municipal Protection Area, save and except land covered with water, is comprised of a total of **183** hectares of patented land, including all Municipal land fill sites.
3. There are no changes to the present maps on file.
4. Subject to changes in the rates described in Appendix B and C, as provided for in section 13 (c), the annual protection charges payable to the crown in each of the five years of this agreement will be \$ **1,885.52**

Municipality of Temagami

Application of Comprehensive Protection Charges (CPC) to Land Types

Year: 2007

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area				Crown Protection Area				Total	
Comprehensive Protection Charge	put rate in cell below this line \$0.91	Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	Hectares By Type	
			CROWN PAYS			MUNICIPALITY PAYS					
Unalienated Crown Land	Crown does not pay Municipal Taxes	0	\$0.91	100%	\$0.00	256,211				256,211	
Provincial Parks	Crown pays grants to Municipalities	0.00	\$0.91	100%	\$0.00					0	
Patented Land (Residential/farm, Farmlands, Multi-Residential, Commercial, Industrial) ----- Federal Lands	Municipal Taxpayers based on Assessment; Patented Crown Land where Crown gives grants in lieu of taxes ----- Federal Gov't pays Grants in lieu of taxes to Municipality	183				2,072	\$0.91	100%	\$1,885.52	2,255	
Private Land (Managed Forests)	Municipal Taxpayers (Tax Rate restricted because of public interest in this land						\$0.91	50%	\$0.00	0	
Patent Mining Lands (Crown has Full Timber Rights) Patented after March 26, 1918	Unit Class of M L (Mining lands) with a Tax Rate of C. (Commercial) ----- Owner pays some taxes to municipality but has no interest above ground		\$0.91	100%	\$0.00					0	
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under IN AC or other agreement		\$0.91	100%	\$0.00					0	
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R. gives Grant for significant conservation Lands)									0	
TOTALS		183			\$0.00	258,283			\$1,885.52	258,466	
		Crown Owes the Municipality				\$0.00	Municipality Owes the Crown				\$1,885.52

Appendix C

FIRE FIGHTING COST COLLECTION to / from MUNICIPALITIES

The following Table Applies When:

1. The M.N.R. requests Municipal assistance on fires in the Crown Protection Area
2. The Municipality requests M.N.R. assistance on fires in the Municipal Protection Area
3. The M.N.R. exercises its power under the F.F.P.A. to control the fire

	Assistance Under Agreement
Ground Suppression Services Crews i Firefighters, Vehicles	The greater of: <ul style="list-style-type: none"> • \$600.00 per fire or • \$175 per half-hour (30 minutes), for each fire fighting apparatus c/w 4 people; or crews of 8 people (excluding those people included with each apparatus). <u>NO</u> additional charge if transported by helicopter An apparatus is a fire service vehicle that carries wildland firefighting capability (includes pumpers, tankers and forestry trucks carrying portable firefighting equipment).
Airtankers CL215/415 and Twin Otters	Dispatch Fee of CL215/415 \$2900.00 per dispatch , Twin Otter \$1390.00 per dispatch, regardless of distance, for each aircraft on dispatch to an incident or fire CL215/415 \$2900.00 , Twin Otter \$1390.00 hourly rate per flying hour for each aircraft "over fire" (foam included)
Aircraft - Birddog	Contract Aircraft \$550.00 per hour for every flying hour "over fire"
Helicopter	Contract Helicopters Rates Light \$800.00 per hour , Medium \$2010.00 per hour , Heavy (calculated at time of hire) (flying calculated as "time over fire" only) (no charge if used just to transport MNR crews to fire)
Supplies and Equipment	As per approved response plan for a specific fire

Municipal Agreement Fire Information and Cost Report

Part I

Issued to _____ Date _____

Address _____

Fire Number _____ Municipal # _____ M.N.R. # _____

Fire Reported to Municipality Date: _____ Time: _____

Fire Reported to M.N.R. Date: _____ Time: _____

Zone _____ Basemap _____ Block _____

Initial Response Group _____ Fire Cause _____

Fuel Type _____

Lot _____ Concession _____ Surveyed Township _____

Hectares Burned _____ Crown Protection Area _____ Municipal Protection Area _____

Hectares Burned _____ Crown land _____ Private land _____

Source of ignition _____ Responsible Group _____

Fire Start: Date: _____ Time: _____

Initial Fire Size : _____ Final Fire Size : _____

Fire Out: Date: _____ Time: _____

Name of Fire Boss _____ Phone Number _____

Revised: 2001/01/31

Municipal Agreement Fire Information and Cost Report

Part II

Invoice Date _____ Invoice Number _____

Border Fire Requested Response Sec. 5(b)

Assistance Requested by _____ To _____

A. Personnel / Apparatus

(i.) Half hour on fire per units of 8 or less people	_____	x	_____	x	\$175.00	=	_____
	units		half hour				
Half hour per number of apparatus	_____	x	_____	x	\$175.00	=	_____
	units		half hour				

Sub-total

(ii.) Flat Rate for Response \$600.00

Reimbursement claimed (greater of i or ii) _____

B. Aircraft

CL215/415	Dispatch Fee	\$2,900.00	x # of Aircraft	_____	=	_____
	Flying Rate	\$2,900.00	x Total Hours	_____	=	_____
Twin Otter	Dispatch Fee	\$1,390.00	x # of Aircraft	_____	=	_____
	Flying Rate	\$1,390.00	x Total Hours	_____	=	_____
Birddog	Flying Rate	\$550.00	x Total Hours	_____	=	_____
Helicopters						
	# of Light	_____	\$800.00	x Total Hours	_____	=
	# of Medium	_____	\$2,010.00	x Total Hours	_____	=
	# of Heavy	_____		x Total Hours	_____	=
			Total Aircraft Costs			_____

C. Other Expenditures Approved in Suppression Plan (Append invoices, descriptions)

Total Other Expenditures _____

Total of A, B and C _____

Amount Re-imbursed to Municipality

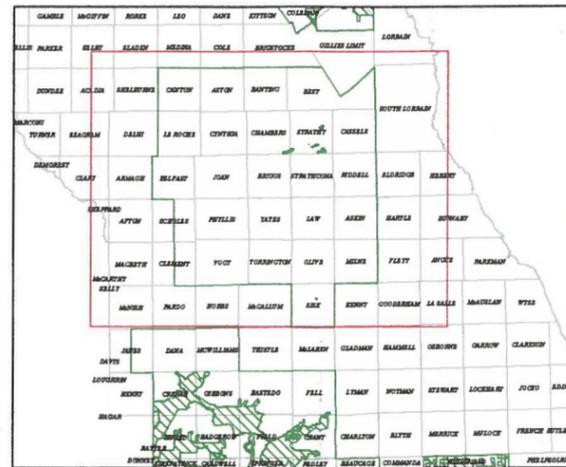
Amount to be Invoiced to Municipality

Certified Accurate, Complete and True

Signature of Authorized Representative

Calculation of Border Fire Costs

<u>Agency Responsible</u>	<u>Hectares Burned</u>	<u>% of Area Burned</u>	<u>Agency's Total Costs</u>	<u>Costs Agency Responsible For</u>	<u>Agency to be billed for</u>
Ministry C.P.A.					
Municipality M.P.A.					
TOTALS	<hr/>				



Municipality of Temagami

Fire Agreement Area

Legend

- | | |
|---------------------|------------------------------|
| | Land Class |
| | Agreement Forest |
| | Conservation Reserve |
| | Crown Land |
| Utility Line | Crown Leased Land |
| | Federal Land, Native Reserve |
| | Federal Land, Other |
| | Private Land |
| Road Type | Provincial Park |
| | Water Area |
| | Wetland Area |
| | River |
| | Protector |
| | 21cpA |
| | MPA |
| | NIL |



1:80,000

Data Source: NRVI (Natural Resource Value 1 Information System) and data provided by other Ministries, North American Datum 1983, Geographic Projection. This map is "as is" only. Do not rely on it as a navigation aid. This map may contain cartographic errors or omissions.
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 Produced May 2006

