

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 12-1050

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

WHEREAS under Section 8 (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 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 the Council of the Municipality of Temagami deems it desirable to enter into an agreement with the Ministry of Natural Resources for forest fire management and training;

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

1. That the Mayor and Clerk are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami 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.

BE TAKEN AS READ A FIRST time on this 2nd day of February, 2012.

READ A SECOND AND THIRD time and finally passed this 15th day of March 2012.



Mayor



Clerk

Ministry of Natural Resources

Aviation, Forest Fire and
Emergency Services

3301 Trout Lake Road
North Bay, ON P1A4L7
Tel: (705) 475-5551
Fax: (705) 475-5559

Ministère des richesses naturelles

Services d'urgences, d'aviation et de
lutte contre les feux de forêt

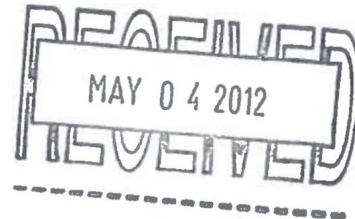
3301 chemin Trout Lake
North Bay, ON P1A4L7
Tel: (705) 475-5551
Fax: (705) 475-5559



4079-MNR.

May 2, 2012

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



Subject: Municipal/MNR Forest Fire Management Agreement Renewal

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 a three year term of April 1, 2012 to March 31, 2015.

Please contact Tim Dempsey at (705) 475-5608 ortim.dempsey@ontario.ca 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

Attachment

FilepfncomingOOther

Mayor ☐

Council 01 0A

CAO ☐

Building ☐

Finance OS DC

EcDev OS DC

Parks & Rec OS 0C

Planning OS 0C

Public Wks OS DC

PPP 0

Social Services ☐ i l

☒ original

gtd uonx
Bylaw
i2-1051

This Municipal Forest Fire Management Agreement (hereinafter referred to as "Agreement") made in triplicate this 1st day of April, 20 12.

BETWEEN:

Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources (hereinafter referred to as the "Ministry" or "MNR")

AND

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

WHEREAS the Municipality, being located in a fire region, is responsible to extinguish at its expense Fires (defined below) within its limits pursuant to Section 21(1) of the *Forest Fires Prevention Act*, R.S.O. 1990, c. F-24, and its regulations (hereinafter referred to as "FFPA"), as amended or replaced from time to time; and

WHEREAS the parties wish to enter into this Agreement pursuant to Section 19 of the FFPA with respect to the prevention, control and extinguishment of Fires within the limits of the Municipality and the Unincorporated Territory (defined below), if applicable;

THEREFORE in consideration of the mutual promises and agreements set out below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS

1. In this Agreement the following terms have the following meanings:
 - a) "Apparatus" means a Fire service vehicle that carries firefighting personnel and/or equipment, including without limitation pumpers, tankers and boats, and a Fire response vehicle that carries portable firefighting equipment to suppress Fires;
 - b) "Border Fire" means a Fire that straddles any part of a boundary between the Crown Protection Area and the Municipal Protection Area;

- c) “Comprehensive Protection Charge” and “CPC” mean either the annual rate for each hectare of Patented Land within the Crown Protection Area payable by the Municipality to the Ministry or the annual rate for each hectare of unalienated Crown land owned by the Crown in right of Ontario within the Municipal Protection Area payable by the Ministry to the Municipality (set out in Appendix “A” attached hereto and forming part hereof which will be annually adjusted prior to the start of the Fire Season annually to reflect the annual rate per hectare as set out in Appendix “C”), is charged with respect to land protected by one party for the other party and comprises all costs for prevention, management, and suppression of Fires;
- d) “Consumer Price Index” and “CPI” mean the index published by Statistics Canada for September of one year to August of the next year for the Province of Ontario in the All - Items category as defined by Statistics Canada;
- e) “Crown Protection Area” and “CPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” attached hereto and forming part hereof which the Ministry has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- f) “Fire” means any type of outdoor fire, including without limitation a campfire, grass, brush or forest fire, a fire in a charcoal barbecue, an outside wood burning furnace or a stove;
- g) “Fire Season” means the period from April 1 to October 31 in each year (as set out in Section 10 of the FFPA);
- h) “Incident” means a report of smoke or Fire to either party which is required to be investigated by the applicable party to determine if a Fire is occurring or an infraction of the FFPA or a municipal bylaw may be occurring;
- i) “Municipal Protection Area” and “MPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” and any area(s) within an area of Unincorporated Territory deemed to be included in the MPA with the written agreement of the parties pursuant to paragraph 4 b) which the Municipality has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- j) “Officer” means an officer as defined in or those persons deemed to be officers for the purposes of the FFPA;
- k) “Patented Land” means all privately owned land and patented land acquired and owned by the Crown in right of Ontario; and
- l) “Unincorporated Territory” means an area(s) which may be represented by a local services board where Fire protection services may be provided by the adjacent Municipality under the terms within their Municipal agreement. This area will be deemed to be included as part of the MPA area with the written agreement of the parties pursuant to paragraph 4 b).

FIRE PREVENTION AND COMPLIANCE

2. a) The Municipality at its expense shall:
 - i) when implementing a Fire prevention plan for all areas of the Municipality, design a Fire prevention/education program based on the principles of the Ministry's FireSmart program;
 - ii) control open air burning in a coordinated fashion in the Municipality through bylaws or a municipal Fire permit system consistent with the FFPA and applicable Ministry of Environment guidelines, as may be amended or replaced from time to time; and
 - iii) be responsible for the management and enforcement of any municipal Fire permit system enacted by it under authority of a bylaw.
- b) The Ministry at its expense shall be responsible for Fire prevention activities for areas of Unincorporated Territory when included under the terms of this agreement.

ANNUAL FIRE SUMMARY

3. Each party shall provide a written summary of all Fires (Appendix "G") which it actioned under the Agreement during the most recent Fire Season to the other party on or before November 30th of each year that this Agreement is in effect.

CHANGES TO CROWN PROTECTION AREA AND MUNICIPAL PROTECTION AREA

4. a) The CPA and MPA may be amended at any time upon terms satisfactory to both parties from November 1 to March 31 of any year during the Agreement with Appendix "A and B" being revised to reflect such changes agreed upon by the parties. All proposed changes must be implemented before April 1. However, when any of the following occur within the limits of the Municipality, the parties shall review as soon as possible the affected land area to determine which designation (CPA or MPA) applies to the area in question:

- Annexation of land area;
- Adjustment of the Municipality's boundaries; or
- Large areas of recent storm/insect damage.

Implementation of the applicable designation to the area in question shall occur as soon as possible so that Incident response and Fire suppression services are provided.

- b) An area(s) of Unincorporated Territory may be deemed to be included in the MPA with Appendix "A" and Appendix "B" being revised to reflect such changes agreed upon by the parties. In such circumstances, the Municipality shall pass such by-laws as may be required to allow its Fire Department to leave the Municipality to respond to Incidents and to suppress Fires in the Unincorporated Territory.

TRAINING REQUIREMENTS

5. a) The Municipality agrees that the following Ministry Fire training programs will be taught to all staff within the Municipality's Fire Department assigned to Fire operations:
- Municipal Fire Department Forest Fire Training (SP103); and
 - Air Attack Safety Training Module for Municipal Fire Operations.
- b) Following execution of the Agreement by both parties, the Ministry shall provide the Municipality free of charge the instructor training kit for each course listed in paragraph 5 a). The kits are designed to be utilized by local Fire Department training programs. The Ministry will provide technical advice if required to assist Municipality instructors to understand the training material as presented in the kits.
- c) The Municipality shall ensure that all Municipality staff responsible to respond to Incidents and suppress Fires are trained by the programs described in paragraph 5 a) and shall create training records and keep them up to date.

INCIDENTAL RESPONSE AND SUPPRESSION ACTIONS

6. a) In consideration of the applicable CPC to be paid by the Municipality under paragraph 10 a) for a Fire Season, the Ministry at its expense shall respond to Incidents and suppress Fires within the Crown Protection Area. However, where on the request of the Ministry, the Municipality responds to an Incident or suppresses a Fire in the CPA, the Ministry shall pay the Municipality in accordance with paragraph 11b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" attached to and forming part of this Agreement.
- b) In consideration of the applicable CPC to be paid by the Ministry under paragraph 10 a) for a Fire Season, the Municipality at its expense shall respond to Incidents and suppress Fires within the Municipal Protection Area. However, where on the request of the Municipality, the Ministry responds to an Incident or suppresses a Fire in the MPA, the Municipality shall pay the Ministry in accordance with paragraph 11b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C".

At the request of the Municipality, the Ministry may assist in the investigation of any Fires which are of a contentious nature and undertake prosecutions for contravention of the FPPA.

- c) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, each party following receipt of an Incident within the limits of the Municipality shall immediately notify the other party of the Incident. The party with primary responsibility to do so shall investigate and determine if a Fire is occurring and if so, suppress the Fire and determine if an infraction of the FPPA or a municipal bylaw may be occurring.

- d) The Municipality shall ensure that its Fire resources when responding to an Incident or suppressing a Fire shall monitor the Fire Marshal High Band radio frequency of 154.070 in the event that Ministry aircraft arrive to support the Fire suppression operations.
- e) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, the party which first arrives on the scene of a Fire shall begin suppression of the Fire whether in the CPA or MPA. Compensation according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" associated with such action will not be paid to that party if the other party is responsible for suppressing Fires in the area in question unless and until the latter is notified of the Fire and approves continued action by that party.
- f) The Ministry shall exercise its powers under section 21 .(1) of the FFPA and assume control of Fire suppression activities when it is determined in the opinion of an Officer that present suppression activities by the Municipality have the potential to result in one or more of the following conditions:
- Loss of life;
 - Significant loss of private property; or
 - Significant loss of public property.
- g) Where the Ministry assumes control of Fire suppression activities under paragraph 6 f), the Municipality shall pay the Ministry in accordance with paragraph 11 b) for such activities according to the applicable rate(s) and fee(s) set out in Appendix "C".
- h) Where the Ministry and Municipality work together to suppress a Fire, both parties will follow the procedures set out in the Inter-Agency Fire Response Operating Guidelines, a copy of which is contained in Appendix "D" attached hereto and forming part hereof, as may be amended or replaced from time to time.

BORDER FIRES

7. a) Where the Municipality and the Ministry, separately or together, suppress a Border Fire, each party shall pay its applicable percentage of the total suppression cost incurred by both parties calculated according to the applicable rate(s) and fee(s) set out in Appendix "C" in doing so as follows: for the Municipality, the percentage of area burned that is contained within the MPA and for the Ministry, the percentage of area burned that is contained within the CPA.
- b) Where the amount payable by a party under paragraph 7 a) exceeds the amount payable to that party for suppressing the Border Fire, that party shall pay the other party the excess amount in accordance with paragraph 11b).

DISPUTES

8. In the event a response to a Fire under the Agreement results in a dispute between the parties or where the Ministry assumes control of Fire suppression activities under paragraph 6 f), either party may request the other party to conduct with it a joint review of the management of the Fire, where the dispute, including cost sharing, may be resolved. The review panel will consist of an equal number of members representing each party.

CONCURRENT CALLS

9. When a party is taking action to suppress a Fire and a higher priority emergency occurs that requires that party to leave the Fire, the parties agree that, unless the Fire is threatening human life, the new emergency takes precedence over the Fire.

Prior to leaving the Fire, the party which first took action to suppress the Fire shall notify and make arrangements for the other party to suppress the Fire and where possible, have one of its staff remain at the scene of the Fire to provide a briefing on the Fire to the other party taking over suppression of the Fire.

PAYMENTS

10. a) The applicable CPC's payable by the parties are set out in Appendix "A" and the CPC rates are outlined in Appendix "C". The Ministry shall provide the Municipality at the time of renewal an updated copy of Appendix "A" indicating the applicable CPC fees for the Agreement term. Where discussions are ongoing to make modifications to the existing MPA or CPA fire management zones, the applicable changes to the CPC fee will be processed once the final MPA/CPA zone modifications are completed.
- b) The Ministry will provide notification to the municipality prior to February 28 each year of the agreement, changes to the CPC rate to be used in Appendix "A" for CPC calculations.
- c) Each party shall pay the other party within thirty (30) days of receipt of an invoice from the other party for the applicable CPC for each hectare of Patented Land within the CPA or each hectare of unalienated Crown land owned by the Crown in right of Ontario within the MPA, as applicable, for the forthcoming Fire Season.
- d) The Fire suppression rates and fees for ground and aerial Fire suppression services payable by the parties for the first year of the initial term of the Agreement are set out in Appendix "C". Such rates and fees payable for each subsequent year that the Agreement exists shall be such rates and fees payable in the previous year increased prior to the start of the Fire Season by the Ministry by the percentage change in the most current CPI (as compared to the previous year's CPI). The Ministry shall provide the Municipality an

updated version Appendix "C" to reflect any changes in such rates and fees by March 31 of each year.

Each party shall pay the other party any suppression rates and fees in accordance with paragraph 11b).

- e) If applicable, the Ministry shall also pay to the Municipality, CPC fees as set out in Appendix "A" for all land, whether private or Crown land, in an Unincorporated Territory area deemed to be included in the MPA according to the terms of this agreement pursuant to sub paragraph 4 b).

- 11. a) To qualify for payment according to the applicable rate(s) and fee(s) in Appendix "C" for services provided under the Agreement, a party must provide the other party with a completed Municipal Fire Information and Cost Report (Form 210), a copy of which is attached hereto as Appendix "E" and forms part hereof, within 30 days of the end of the suppression activity on each Fire actioned.
- b) Amounts payable by the Municipality to the Ministry based on applicable rates and fees in Appendix "C" will be offset against amounts payable by the Ministry to the Municipality based on applicable rates and fees in Appendix "C" for each Fire Season. Any balance owing to either party on November 30 of each year that this Agreement is in effect will be an amount due to that party as of that date and shall be payable within thirty (30) days of receipt of an invoice from that party.

INDEMNITY

- 12. a) The municipality or Crown is responsible for its own insurance and shall carry all the necessary and appropriate insurance that a prudent person in the business of the municipality or crown would maintain, including but not limited to commercial general liability insurance.
- b) The municipality is not covered by the Province of Ontario's insurance program and no protection will be afforded to the municipality by the Government of Ontario for any claim that may arise out of the Agreement.
- c) The Crown is not covered by the municipalities' insurance program and no protection will be afforded to the crown by the municipality for any claim that may arise out of the Agreement.
- d) Regardless of any other provisions of this Agreement to the contrary, neither party shall be liable for any consequential, indirect, incidental, special or punitive damages, including without limitation lost revenues, savings or profit, suffered by the other party or any third party with respect to any Claims arising out of or otherwise in connection with the Agreement even if the party in question has been advised of the possibility thereof.

- e) Fire fighters employed by or volunteering for a party are deemed to be employees of that party for the purposes of benefits under the Workplace Safety and Insurance Act whether working on Crown land or private land in the CPA, the MPA or the Unincorporated Territory.
- f) Each party shall be responsible for all damage to or loss of any Apparatus or other equipment which it supplies for use in suppressing Fires under this Agreement. The Fire suppression rates described in Appendix "C" include recovery of costs for normal wear and tear on Apparatus and such other equipment as well as the cost of repair of periodic breakage or accidental damage.

TERM AND TERMINATION; RENEWALS

- 13. a) This Agreement shall commence April 1, 2012 and must be reviewed every 3 year(s), unless terminated by either party in accordance with paragraph 13 b).
- b) Each party may terminate the Agreement:
 - (i) immediately upon written notice to the other party without liability if the other party commits or permits a breach of any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice from the party not in breach demanding such breach be remedied; or
 - (ii) upon thirty (30) days prior written notice without liability for its convenience during the months of October to March prior to the next Fire Season.
- c) An Agreement review must be completed within sixty (60) days prior to April 1 of the review year, using the Agreement Review Checklist, Appendix "F", unless either party has provided written notice to the other party at least sixty (60) days prior to April 1 or earlier, of the scheduled review year under paragraph 13 a) that it wants to terminate the Agreement.
- d) If there are no changes made to the CPA or MPA areas (except for CPC's payable and suppression rates as described in section 10). Appendix "F" must be signed by the local Fire Management Supervisor and municipal official and attached to the Agreement document.
- e) At anytime when changes are made to the CPA or MPA areas that affect Fire response requirements and financial obligations to either party, a new Agreement document must be drafted and submitted to the Director of AFFBS and Mayor/Reeve for signatures.

GENERAL PROVISIONS

14. a) This Agreement represents the entire agreement between the parties regarding Fire prevention, control and extinguishment and supersedes any prior understanding or agreement, collateral, oral or otherwise, with respect to such subject matter existing between the parties at the date this Agreement comes into effect.

This Agreement consists of the terms and conditions in the main body of this Agreement and its Appendices and any amendments executed in accordance with the terms of this Agreement.

In the event of any conflict or inconsistency between provisions of any of the documents which form part of this Agreement, the provision in the first mentioned document below shall govern:

- (i) any amendment to this Agreement;
 - (ii) terms and conditions in the main body of this Agreement; and
 - (iii) Appendices to this Agreement.
- b) Except as otherwise provided in paragraphs 10 a) and 10 d) with respect to changes to rates and fees, any change to this Agreement shall be by written amendment signed by the parties.
- c) Notwithstanding anything else in this Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, shall be void and of no legal effect.
- d) Any failure by a party to insist in one or more instances upon strict performance by the other party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the first party of its right to require strict performance of any such terms or conditions and the obligations of the other party with respect to such performance shall continue in full force and effect.
- e) Neither party shall have any power or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on the other party's behalf. Neither party shall hold itself out as an agent, partner or employee of the other party.
- f) Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the parties or constitute an appointment under the *Public Service of Ontario Act*, 2006, S.O. 2006, c.35, as amended or replaced from time to time.

- g) In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders. The headings in this Agreement are for convenience of reference only and in no manner modify, interpret or construe this Agreement.

SURVIVING PROVISIONS

15. Paragraphs 10 a), 10 d) (second paragraph only), 11 a), 11 b), 12 a), 12 b), 12 c), 12 d) 12 f), 14 and this paragraph of the Agreement shall survive its termination or expiry and continue to bind the parties.

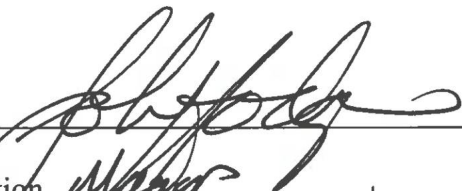
IN WITNESS WHEREOF this Agreement has been executed by the parties by their duly authorized representatives.

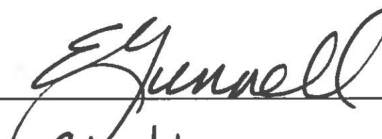
Her Majesty the Queen in right of Ontario as
represented by the Minister of Natural
Resources

By: 

Director, Aviation, Forest Fire and
Emergency Services Branch
Provincial Services Division
Name Al Tithecott
(pursuant to delegated authority)

The Corporation of
the Municipality of Temagami

By: 
Position Mayor
Name John Hodgson

By: 
Position Clerk
Name Elaine Gunnell

Appendix “A”

Application of Comprehensive Protection Charges to Land Types

[NTD. client to insert]

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Municipality

Temagami

Agreement in effect from Year: 2012 To 2013

Per Hectare CPC Rate

\$0.91

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area			Crown Protection Area			Total
Comprehensive		CROWN PAYS			MUNICIPALITY PAYS			Hectares
Protection Charge		Hectares	Rate Factor	Cost	Hectares	Rate Factor	Cost	By Type
Unalienated Crown Land	Crown does not pay Municipal Taxes		\$0.91	100%	256,211	\$0.91	-	256,211
Provincial Parks	Crown pays grants to Municipalities		\$0.91	100%		M91 1	-	0
Patented Land (Residential/farm, Farmlands, Multi-Residential, Commercial, Industrial)	Municipal Taxpayers based on Assessment; Patented Crown Land where Crown gives grants in lieu of taxes	183	\$0.91	-	2,072	\$0.91	100%	2,255
Federal Lands	Federal Gov't pays Grants in lieu of taxes to Municipality							
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land		\$0.91	-		\$0.91	50%	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%		\$0.91	*	0
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under INAC or other agreement		\$0.91	100%		\$0.91	+	0
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R. gives Grant for significant conservation Lands)		\$0.91	1		fl	~	0
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province		\$0.91	100%		\$0.91	-	0
TOTALS		183		4	258,283		\$ 1,885.52	258,466
		Crown Owes the Municipality			Municipality Owes the Crown			
		\$0.00			\$1,885.52			

Appendix “B”

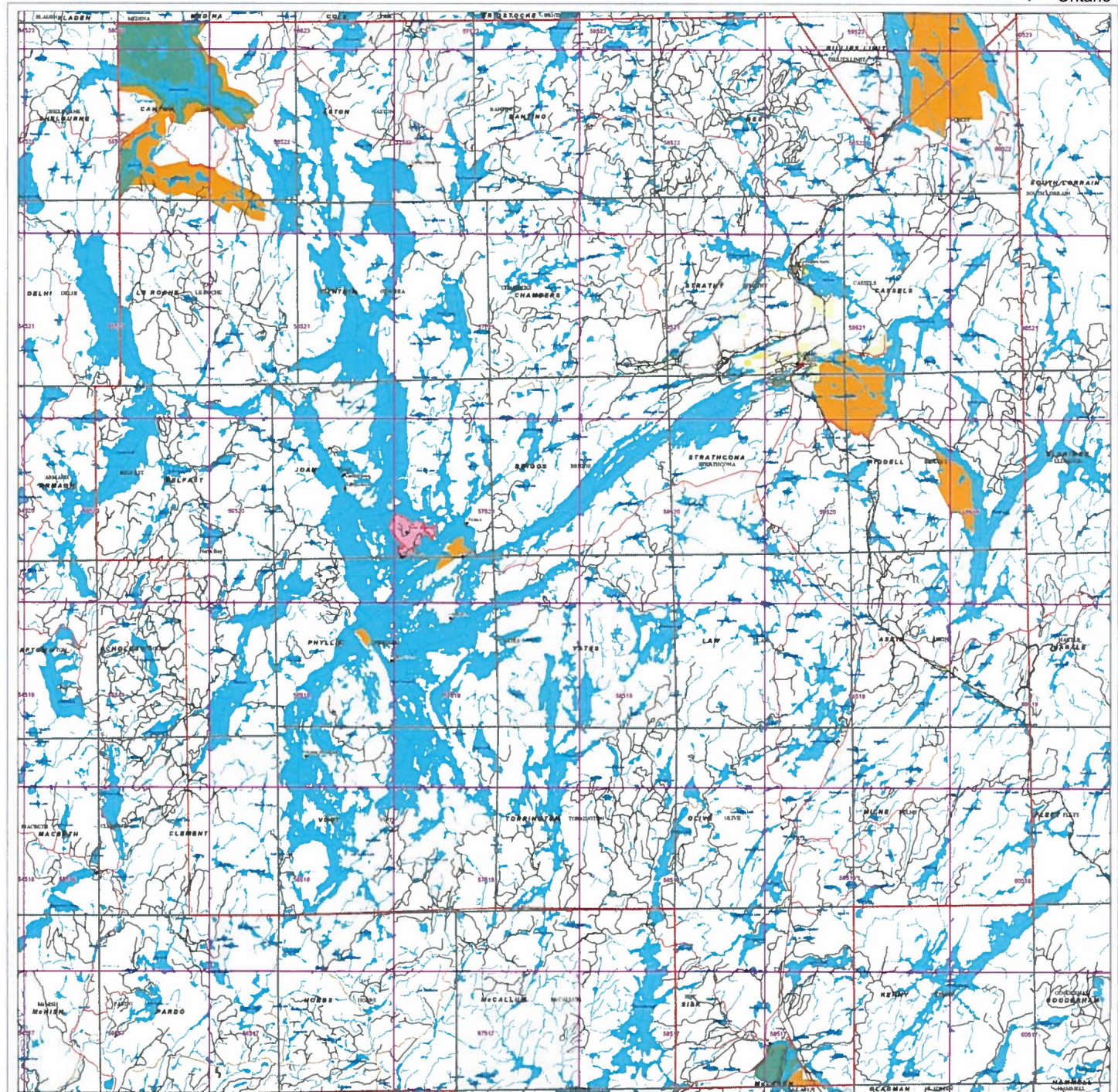
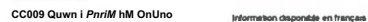
Municipality Map

(illustrating the Crown Protection Area and Municipal Protection Area)

[NTD. client to insert]



Ontario



Appendix C

Municipal Fire Agreement Rates to / from Municipalities

[NTD. client to insert]

Appendix C

Municipal Fire Agreement Rates to / from Municipalities Valid for 2012

	Assistance Under Agreement
<p>Comprehensive Protection Charges (CPC)</p> <p>2012 CPC rates remain the same</p> <p>CPC Rates for 2013 pending final approval.</p>	<p>CPC rates adjustments are applied April 1 of each year.</p> <p>The CPC rates will still be calculated following the Association of Municipal Managers, Clerks and Treasurers administrative borders.</p> <p>Zones: 2 \$0.73/Ha 5 \$0.85/Ha 6 \$1.01/Ha 7 \$0.91/Ha 8 \$0.88/Ha 9 \$1.34/Ha</p> <p>NOTE: The new CPC rate system is expected to be implemented for the 2013 fire season effective April 1.</p> <p>Starting April 1, 2013 a CPC rate increase will be phased in over the next 5 years until it reaches \$1.29/ha. Incremental rate increases are as follows; (0.95, 1.04, 1.12, 1.21, 1.29)</p> <p>In 2018 the CPC will be increased by averaging the 5 years prior CPI rates capped to a maximum increase of 4%</p> <p>In 2019 the CPC rate will increase annually by the CPI process.</p>
<p>Ground Suppression Services</p> <p>Personnel Units Apparatus Units</p> <p>Personnel and Apparatus Units are annually adjusted by the Consumer Price Index for Ontario (All Products) from the</p>	<ul style="list-style-type: none"> • Flat Rate/False Alarm • \$713.00 per fire or • \$207.00 per half hour (30 min) for each; • Personnel Unit = max. 8 staff plus suppression gear • Apparatus Unit = Fire service vehicle with maximum 4 staff, includes suppression gear. <p><u>Personnel must be affixed to an Apparatus Unit prior to forming personnel units.</u></p>

<p>period of September to September. Rates will be updated by Feb. 28 each year.</p>	<p><u>NO</u> charges for helicopter if only used to deliver and pickup crews. Helicopter is not an apparatus.</p> <p>Apparatus” means a Fire service vehicle that carries firefighting personnel and/or equipment (includes pumpers, tankers, boats, Fire response vehicles that are designed to carry portable/firefighting equipment).</p>								
<p>Air tankers and Birddog</p> <p>CL215/415 and Twin Otters</p> <p>Air tanker fees are set annually by the MNR and will be updated by April 30 each year.</p> <p>Air tanker support charges are only for time over the fire.</p>	<p>2012 Rates</p> <p>CL415 Dispatch Fee = \$1828.75 Hourly rate = \$3657.49</p> <p>Twin Otter Dispatch Fee = \$705.65 Hourly rate = \$1411.30</p> <p>Birddog Hourly rate = \$1244.77</p>								
<p>Helicopter</p> <p>Helicopter rates are set annually by the MNR Aviation Services.</p> <p>No charge if used just to transport MNR crews to fire</p> <p>Municipalities that rent aircraft for fire operations must submit rental invoices</p>	<p>Contract Helicopters Rates 2012</p> <table> <tr> <td>Light</td><td>\$As per invoice</td></tr> <tr> <td>Intermediate</td><td>\$829.96 per hour,</td></tr> <tr> <td>Medium</td><td>\$1941.82 per hour,</td></tr> <tr> <td>Heavy (calculated at time of hire)</td><td></td></tr> </table> <p>(flying calculated as "time over fire" only)</p> <p>Aircraft rental fees by the Municipality must be supported by the aircraft invoice.</p>	Light	\$As per invoice	Intermediate	\$829.96 per hour,	Medium	\$1941.82 per hour,	Heavy (calculated at time of hire)	
Light	\$As per invoice								
Intermediate	\$829.96 per hour,								
Medium	\$1941.82 per hour,								
Heavy (calculated at time of hire)									
<p>Section C: Other Expenses Approved in the Suppression Plan</p> <p>All costs must be supported by actual invoices, or fire cost forms by either agency</p> <p>Other Agencies Form 210 Total can be included here on joint operations.</p>	<p>As per approved response plan for a specific fire; the following expenses can be considered;</p> <ul style="list-style-type: none"> • Heavy equipment • Base camp operations and infrastructure support, accommodations • Incident Command Trailers • Support equipment; boats, ATV's, trailers that fall outside normal fire apparatus <p>Form 210 Part 2</p>								

Appendix “D”

Inter-Agency Fire Response Operating Guidelines

[NTD. client to insert]



INTER-AGENCY FIRE RESPONSE OPERATING GUIDELINES

FORWARD

This directive will be applied when Ontario Ministry of Natural Resources (OMNR) fire fighters or aircraft and municipal fire departments both respond to the same forest fire. The purpose of this directive is to ensure safe and effective cooperation between fire response agencies.

DEFINITIONS

Incident Commander: the person in charge at the scene of the incident. This person is assigned by the agency responsible for the fire.

Agency Representative: the lead person for OMNR (i.e., FireRanger Crew Leader, Fire Management Technician, Fire Operations Supervisor) and the lead person for the municipality (usually the Fire Chief, Deputy Fire Chief or Fire Officer). One of the Agency Representatives is usually the Incident Commander responsible for the fire and the other is the lead representative for the agency supporting the fire response.

RESPONSIBILITY FOR FIRES

Inside a fire region where no municipal agreement with the OMNR is in place, municipalities are responsible at their expense to extinguish grass, brush or forest fires within their municipal boundaries under Section 21 (1) of the Forest Fires Prevention Act (FFPA).

- Where a fire starts on Crown land within a municipal jurisdiction, the OMNR will reimburse the municipality for its suppression costs.

When a municipality has a municipal fire agreement with the OMNR, the response areas will be broken down into Municipal Protection Areas (MPA) and a Crown Protection Areas (CPA).

- Municipal Fire Departments are responsible for fires within the MPA
- OMNR is responsible for fires within the CPA

Municipalities, while still responsible for extinguishing fires within their municipality or MPA area, may turn over the suppression of a fire to the OMNR, or other suppression organization, under the following circumstances:

1. The fire department determines the fire has grown in size and/or complexity beyond their capabilities;
2. A structural fire situation or higher municipal emergency has developed that requires all the municipal resources;
3. Under rare circumstances where the OMNR determines that the actions taken by a municipality inside the fire region are inadequate, the OMNR may exercise its powers under Section 21 (1) of the FFPA, and assume suppression operations of the fire until such a time that fire suppression operations may be returned to the municipality.

When one agency supports the other in fire suppression efforts, the supporting agency will recover costs from the agency that has jurisdiction of the incident. For those areas that have a Municipal Agreement with the OMNR, the terms and conditions of that agreement will be followed. For all other areas, all invoices will be submitted according to each agency's policy.

AUTHORITY OVER RESOURCES

- A municipality will direct its resources and retain all authority for the co-ordination of police, ambulance and other agency involvement;
- OMNR will retain authority for air attack and all OMNR personnel;
- Where heavy equipment is required, the municipality will use its authority to procure and direct it during a joint fire response.

INITIAL ARRIVAL AT A FIRE

Irrespective of responsibility, the first organization arriving at a fire scene will commence fire suppression and is in charge of the fire until the appropriate lead agency arrives and assumes the command function. When an OMNR Agency Representative arrives at a fire that appears to be the responsibility of a municipality (inside an MPA or a municipality without an agreement):

1. The OMNR Agency Representative will immediately seek out the person in charge on behalf of the municipality (usually the Fire Chief or Deputy Fire Chief). If the OMNR is first to the fire site, the OMNR Agency Representative will focus on suppression operations until a municipal official arrives.
2. The OMNR official will identify himself/herself as the Agency Representative for the OMNR and will ask if the municipality requires continued assistance from the OMNR.
3. If the Municipal Agency Representative says they do not require OMNR assistance, the OMNR Agency Representative will document the conversation (including the name of the Municipal Agency Representative who has authorized this), and contact the Sector Response Officer (SRO). If the SRO and OMNR Agency Representative agree that the municipality can control the fire, OMNR resources can return to base. If the OMNR Agency Representative, through personal observation of the fire, fire behaviour, and values at risk, believes that the situation is beyond the capability of the municipal resources at the scene, he/she will discuss further support with the SRO.
4. If the Municipal Agency Representative says that they require OMNR assistance, the OMNR Agency Representative will document the conversation (including the name of the representative who has authorized this) and update the SRO.
5. The OMNR Agency Representative will update the local SRO with all information discussed in the field. The SRO will document this information in the SRO log book as a permanent record.
6. To avoid confusion, the OMNR Agency Representative will document the location of the fire using a GPS device. This is very important if the fire is located near a boundary with the CPA or another municipality.

All communication with the Municipal Agency Representative will be through the OMNR Agency Representative. The SRO will be contacted immediately if there is uncertainty about the responsibility for the fire, the status of the fire, or whether there are agreements in place.

INCIDENT COMMAND

The representative of the agency responsible for the fire will be the Incident Commander unless the other Agency takes responsibility for the fire, as described above. Each agency will retain authority over its own resources, as described above.

Agency Representatives for both the OMNR and municipalities will wear a vest or other visible and clear identification indicating that they are in charge on behalf of their agency.

The style of joint operations will be at one of two levels, depending on fire conditions;

Table 1: Factors used to determine Level of Operation

	Level 1 Operations	Level 2 Operations
Fire Behaviour Fire Complexity Risk to Values	Fire Intensity Class 1 or 2 1 to 2 crews Low to Moderate	Fire Intensity Class 3 or higher 3 or more crews High to Extreme
OMNR resource commitment	1 or 2 crews Air Attack uncommon	3 or more crews Air Attack common
Incident Commander	OMNR Incident Commander level IV or V Municipal Captain or Lieutenant	OMNR Incident Commander level I, II or III Municipal Chief or Deputy Chief
Operations	Agency Reps meet, discuss situation, and agree on suppression plan. Both agencies' reps will work with their respective resources and can work apart from one another.	Set up a Command Post. Agency Reps remain together to ensure communication between Agencies and to coordinate suppression actions.
Communication	Contact between Agency Reps as required. OMNR Rep should provide OMNR radio to Municipal Rep. If no radio, Agency Reps will meet at regular times to discuss operations and adjust suppression operations.	Agency Reps remain together and communicate to fire fighters using respective communication systems. OMNR will provide OMNR radio to Municipal Rep to maintain communication link if Reps must be apart for a period of time.

Every effort should be made to provide radio contact between Agency Representatives. All OMNR Radios will be retrieved when the OMNR operation leaves.

AIR OPERATIONS

Water bombing in conjunction with ground attack can present a hazard to ground crews. This hazard can be minimized with diligent air/ground co-ordination.

Where the municipality hires aircraft for fire suppression operations, and OMNR water bombers are working on the fire, the OMNR Air Attack Officer will control airspace and all aircraft activities. Only aircraft with direct radio communication with the Air Attack Officer can operate on the fire. Where the municipality has hired aircraft that are under the direction of a Municipal Incident Commander and no OMNR aircraft are involved in fire suppression, the OMNR Agency Representative should work closely with the Incident Commander to maximize the efficiency and safety of any aircraft operations on the fire.

AIR ATTACK

If an OMNR Agency Representative is on the ground, air attack will communicate directly with the OMNR Agency Representative using the assigned OMNR radio frequency. This would include identifying any aircraft hired by the municipality.

If air attack arrives before OMNR personnel are on site, air attack will make contact with the Municipal Incident Commander prior to commencing bombing operations. All initial air-to-ground communications with the Municipal Incident Commander will be done on the VHF/FM frequency 154.070 MHZ (Provincial Office of the Fire Marshal frequency).

When the OMNR is not at a fire, requests for air attack may be made by a Municipal Incident Commander directly to the appropriate OMNR Sector Response Officer (SRO). This request is then relayed by the SRO to the OMNR Fire Duty Officer. If air attack is approved, the SRO will then notify the Municipal Incident Commander and advise them to immediately monitor 154.070 MHZ at the fire. The SRO will also advise the Municipal Incident Commander of the type, number of aircraft, the Bird Dog number and the Air Attack Officer's name, being dispatched to the incident along with an estimated time of arrival.

Lone Wolf Operations

Because of the general complexity of interagency fire responses, every effort will be made to have an Air Attack Officer on-site. When this is not possible, lone wolf operations (where the bombing operation is not under the control of an Air Attack Officer) will be permitted when air/ground communications can be established between the pilot and the Incident Commander or OMNR Agency Representative. Bombing operations can only occur once the pilot is assured that it is safe to do so. As Municipal Incident Commanders may be unfamiliar with air attack and municipal fire fighters may be less visible than FireRangers, extreme caution must be used on lone wolf operations. Guidelines for these operations are included in the OMNR Air Attack Manual.

Table 2: General direction for air attack operations on interagency fires

The Air Attack Officer (AAO) and agency representatives share the responsibility for the safety of ground crews.

The AAO is responsible for determining the presence of ground crews before commencing air attack.

The AAO must be aware of each ground crew's exact location.

The drop zone includes a safety area of 120 by 350 meters around the target that must be clear of all personnel.

Air/ground communications must be maintained between the birddog aircraft or AAO and the ground crew(s). Unless otherwise directed, this communication link will be through the OMNR Agency Representative, if present, or the Municipal Incident Commander.

Birddog aircraft, CL-415's and Twin Otters are equipped with high band (VHF/FM) radios. High band radios are required for air/ground communications (154.070 MHZ) with the Municipal Incident Commander when OMNR ground personnel are not at the fire.

All Out of Province (OOP) water bombers are accompanied by a birddog aircraft. During their operational briefing, OOP birddogs are advised of the importance of Interagency Operating Procedures and the OFM radio frequency.

Air attack will be discontinued if the safety of ground crews might be jeopardized.

Any near miss, or direct hit of ground personnel by a drop, is an "incident" and must be reported immediately to the OMNR Agency Representative who will take prompt, corrective, action; as well as informing the local SRO. The local SRO will inform the Fire Duty Officer. An Incident Report must be completed.

TRAINING

SP-103 "Municipal Fire Department Forest Fire Training" is recommended for municipal fire fighters that engage in fighting grass, brush, or forest fires.

SP-230 "Wildland Fire Strategies and Tactics Workshop for Municipalities" provides training suitable for Municipal Incident Commanders.

Appendix “E”

Municipal Fire Information and Cost Report (Form 210)

[NTD. client to insert]

Municipal Agreement Fire Information and Cost Report

Part I

Issued to			Date:		
				dd-mm-yyyy	
Address					
Fire Number	Municipal #		M.N.R. #		
Fire Reported to Municipality	Date:		Time:		
	dd-mm-yyyy				
Fire Reported to M.N.R.	Date:		Time:		
	dd-mm-yyyy				
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:		
	dd-mm-yyyy				
Initial Fire Size:		Final Fire Size			
Fire Out:	Date:		Time:		
	dd-mm-yyyy				
Name of Fire Boss			Phone Number		

Municipal Agreement Fire Information and Cost Report**Part II**

Invoice Date _____ Invoice Number _____

dd-mm-yyyy

Border Fire _____ Requested Response _ Sec. 5(b) _____

Assistance Requested by _____ To _____

A. Personnel / Apparatus(i.) Flat Rate for Response/False Alarm \$713.00
(min. amount paid out for an approved response)(ii.) Half hour on fire per units of 8 or less people x \$207.00 =
personnel units total half hours
Half hour per number of apparatus x \$207.00 =
apparatus units total half hoursPeople must be assigned to apparatus prior to forming personnel units (4max/apparatus) Sub-total must be >\$713.00 Sub-total Reimbursement claimed (greater of i or ii) Total **B. Aircraft**CL215/415 Dispatch Fee \$1,828.75 x # of Aircraft = Flying Rate \$3,657.49 x Total Hours = Twin Otter Dispatch Fee \$705.65 x # of Aircraft = Flying Rate \$1,411.30 x Total Hours = Birddog King Flying Rate \$1,244.77 x Total Hours

Helicopters


of Light/Intermediate \$829.96 x Total Hours = # of Medium \$1,941.82 x Total Hours = # of Heavy x Total Hours = Air attack and helicopter fees are only for time over fire No helitak fee for delivery Total Aircraft Costs
and pick up of crew only**C. Other Expenditures Approved in Suppression Plan (Appendix C descriptions)
(Attach description of expenses and invoices)**Total Other Expenditures Total of A, B and C (Joint Fire Operations Enter MNR + Municipal Costs =
Non Border Fire) MNR Municipal

Agency to assume the cost circle; Yes or No

Agency to issue partial or full cost invoice to: Circle one MNR or Municipality

Refer to court for cost collection for infractions - Circle Yes No

Comments: Manager explanation is required when assuming costs or referring to court for cost collection


Signature of Authorized Management Representative
Certified Accurate, Complete and True


Date

Appendix “F”

Agreement Review Checklist

[NTD. client to insert]

Municipal/MNR Forest Fire Management Agreement Municipal Agreement Review Checklist

Name of Community MUNICIPALITY OF TEMAGAMI
Fire Management Area: NORTH BAY
Date Reviewed: February 20, 2012
Fire Management Supervisor: ED MATTHEWS

Community Representative: FIRE CHIEF Jim Sanderson

1. Community Evaluation:

Infrastructure Development:

Has any new infrastructure been developed that extends into a CPA zone? **No**

Has there been any new cottage subdivision areas developed? **No**

Road Network Expansion:

Have any new roads been constructed allowing access for community resources into CPA area? **No**

CPA/MPA/CPZ Zones:

Have there been changes to the current Appendix B figures? If there is, provide an explanation for the changes. **No**

Has there been a general review of all CPA/MPA/CPZ zones to improve existing boundary lines and reduce the amount of land managed by the MNR. **No**

2. Risk Analysis:

Forest Fuels:

Has any storm or insect damage occurred within an MPA/CPZ area that should be reviewed to determine if a boundary change is required? **No**

Has a storm or insect damaged area hazard been mitigated that can now be re-established as an MPA/CPZ area? **No**

Through the FireSmart program is there an area of CPA that can now be established as an MPA/CPZ area? **No**

Has the community conducted a risk assessment for a capabilities analysis of their fire services for the MPA/CPZ zones? **No**

3. Fire Suppression Resources:

Staffing:

Have there been any changes to the staffing levels of the community fire agency that may affect changes to the existing MPA/CPZ/CPA zones **No**

Operations:

During the peak burning period can the community fire agency provide a timely and adequate fire response **Yes**

Equipment:

Has a fire department assessment been completed and attached to the agreement file

Yes

Has there been any wildland fire equipment upgrades since the assessment that will enable the community to modify existing MPA/CPZ zones **No**

Training Program:

Has the fire department received the new SP103, Air attack module package and Copyright licence? What year did they receive the package?

Temagami - yes 2012 Marten River - requesting a second copy

Resource locations:

Has the community expanded their area of coverage, by building additional fire equipment locations that will allow fires responses into a CPA area now? **No**

Municipal Assistance:

Is there an opportunity for the community to enter into an agreement with adjacent municipalities to provide protection services in a CPA/MPA area? **No**

4. Fire Education/Prevention:

FireSmart:

Does the community have an existing forest fire prevention plan? **Yes**

Is the community looking to upgrade or develop a prevention plan using the FireSmart program concepts? **Yes**

During this renewal review, has the community presented a new FireSmart plan with new mitigation targets established? **No**

Enforcement:

Has the community implemented by-laws to regulate burning and provide control measures under the FPPA? **Yes**

Does the community have a by-law enforcement officer? **Yes**

Media:

Has the community developed a media program to promote fire prevention initiatives? **Yes**

Fire Department Assessment Sheet
Municipality of Temagami

Fire Department Information	Fire Stn 1	Fire Stn 2
Station Name	Temagami	Marten River
Wildland Fire Calls - 2011	0	1
Wildland Fire Calls - 10 yr average	1	1
Personnel	Full time 0 Volunteers: 14	Full time 0 Volunteers: 15
Chiefs	2	2
Captains	3	4
Fire Fighters	9	9
Training (S-103)	Not at this time	Not at this time
Personnel Availability		
Monday to Friday 11:00 to 18:00 hrs	2-5 members	6 average
Monday to Friday dispatch time estimate	7 minutes	7-10 minutes
Weekend Daytime Availability	2-5 members	6 average
Weekend Dispatch time estimate	7 minutes	7-10 minutes
Fire Hall Monitor MNR Indices	NO	YES
Apparatus		
Specialized Fire Vehicles	0	0
Engines	2 - type IV	1 pumper
Water Tenders	0	0
Off Road 4X4, or light transport vehicle	0	0
ATV	0	1
Fire Boat	0	0
Trailers, IC Command Post	0	1
Vehicle rentals available to support fire services	0	0
Fire Line Equipment		
Forestry Hose - Feet	800	400
Portable Fire Pumps	0	4
Port a Tank	1	0
Shovels	2	4
Pulaski	0	0/ 4 fire axes
Back Pack Water Can	5	6

Appendix “G”

Annual Fire Summary

[NTD. client to insert]

Name of Municipality
Municipal Fire Summary - Year:_____

[illegible]