

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 15-1231

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

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 has entered into an agreement with the Ministry of Natural Resources for forest fire management and training which expires on March 31, 2015 by By-law 12-1050 and deems it desirable to enter into an agreement with the Ministry of Natural Resources and Forestry which shall replace the expiring agreement;

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

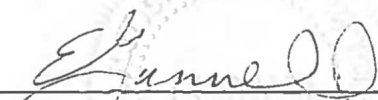
1. That the Mayor and Clerk are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor 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 29th day of January, 2015.

READ A SECOND AND THIRD time and finally passed this 12th day of March, 2015.



Mayor



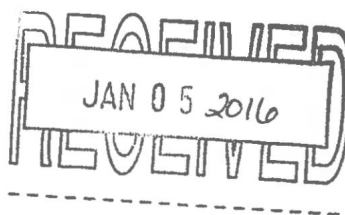
Clerk

From: Elaine Gunnell
Sent: Monday, January 4, 2016 9:37 PM
To: Tammy Lepage
Subject: FW: Temagami Municipal Forest Fire Management Agreement Changes 2016
Attachments: Appendix_C_2016.doc; Form210_2016.xlsx; TemagamiAppendixA_2016.xls

For incoming

Elaine Gunnell, Dipl. M.A.

Municipal Clerk
The Corporation of the Municipality of Temagami
7 Lakeshore Drive, P.O. Box 220
Temagami, ON POP! 2H0
Phone: 705-569-3421 ext 208
Email: clerk@temagami.ca



FitelAwominsO®*
Mayer D.
Council W* A
CAO 5?
Building
Finance
OS DC
Parks & Rec DS DC
Planning DS DC
Public Wks DS DC

From: Dempsey, Tim (MNRF) [<mailto:tim.dempsey@ontario.ca>]
Sent: Monday, January 4, 2016 1:47 PM
To: Elaine Gunnell <clerk@temagami.ca>
Cc: Jim Sanderson <temfire@temagami.ca>
Subject: Temagami Municipal Forest Fire Management Agreement Changes 2016

PPP
Social Services
Bylaw 15-1231
clerk
Fire Chiefs

January 04, 2016

As part of the Municipal Forest Fire Management Agreement, please find enclosed copies of the Comprehensive Protection Charges (CPC) to Land Types (Appendix "A"), the Municipal Fire Agreement Rates (Appendix "C") and the Municipal Fire Agreement Cost Report Form 210 (Appendix "E") for the 2016 season.

Beginning April 1, 2016 all CPC rates will be adjusted to \$1.21/ha.

As per past correspondence, please be advised that over the next 2 years the rates will be adjusted as follows; \$1.21/ha (2016) and \$1.29/ha (2017). In 2018 the CPC rates will be adjusted by averaging the previous 5 years Consumer Price Index (CPI) rate of inflation using the All Products Ontario CPI yearly figure, which will be capped at 4%. Future CPC rate adjustments will then be annually adjusted using the CPI process.

If you have questions regarding your Appendix A CPC Costing, agreement or rates established, please contact me.

77m Dempsey
Fire Management Technician
Aviation, Forest Fire and Emergency Services
Ministry of Natural Resources and Forestry
3301 Trout Lake Road
North Bay, ON P1A 4L7
Tel: 705-475-5608
Fax: 705-475-5559
tim.dempsey@ontario.ca

Appendix C

Municipal Fire Agreement Rates to / from Municipalities
Valid for 2016

	Assistance Under Agreement
<p>Comprehensive Protection Charges (CPC)</p> <p>The new CPC rate system started April 1, 2013</p> <p>CPC Invoices must be sent in after April 1 for the current fire year</p>	<p>CPC rates adjustments are applied April 1 of each year.</p> <p>CPC rates 2013-2017</p> <p>2013 \$0.95/Ha 2014 \$1.01/Ha 2015 \$1.12/Ha 2016 \$1.21/Ha 2017 \$1.29/Ha</p> <p>NOTE:</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 period of September to September. Rates will be updated by Feb. 28 each year.</p>	<ul style="list-style-type: none"> • Flat Rate/False Alarm • \$754.00 per fire or • \$220.45 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</u> prior to forming personnel units.</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 MNRF and will be updated by April 30 each year.</p> <p>Air tanker support charges are only for time over the fire.</p>	<p>2015 Rates</p> <p>CL415 Dispatch Fee = \$2034.85 Hourly rate = \$4069.69</p> <p>Twin Otter Dispatch Fee = \$812.12 Hourly rate = \$1624.23</p> <p>Birddog Hourly rate = \$1751.91</p>								
<p>Helicopter</p> <p>Helicopter rates are set annually by the MNRF Aviation Services.</p> <p>No charge if used just to transport MNRF crews to fire</p> <p>Municipalities that rent aircraft for fire operations must submit rental invoices</p>	<p>Contract Helicopters Rates 2015</p> <table border="0"> <tr> <td>Light</td> <td>\$As per invoice</td> </tr> <tr> <td>Intermediate</td> <td>\$ 904.31 per hour,</td> </tr> <tr> <td>Medium</td> <td>\$2404.42 per hour,</td> </tr> <tr> <td>Heavy (calculated at time of hire)</td> <td>(flying calculated as "time over fire" only)</td> </tr> </table> <p>Aircraft rental fees by the Municipality must be supported by the aircraft invoice.</p>	Light	\$As per invoice	Intermediate	\$ 904.31 per hour,	Medium	\$2404.42 per hour,	Heavy (calculated at time of hire)	(flying calculated as "time over fire" only)
Light	\$As per invoice								
Intermediate	\$ 904.31 per hour,								
Medium	\$2404.42 per hour,								
Heavy (calculated at time of hire)	(flying calculated as "time over fire" only)								
<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>								

Fire Information Report for Municipalities
(This section completed by Municipality only)

Issued to _____ Date: _____
 yyyy-mm-dd

Address _____

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

Fire Reported to Municipality Date: _____ Time: _____
 yyyy-mm-dd' hh:mm

Fire Reported to M.N.R.F Date: _____ Time: _____
 yyyy-mm-dd' hh:mm

Zone _____ Basemap _____ Block _____

Lot _____ Concession _____ Surveyed Township _____

Initial Response Group _____ Fire Cause _____

Assistance Requested by _____ To _____

Fuel Type _____ MPA/CPA _____

Hectares Burned _____ Crown land _____ Private land _____

Source of ignition _____ Responsible Group _____

Fire Start: Date: _____ Time: _____
 yyyy-mm-dd' hh:mm

Initial Fire Size (ha): _____ Final Fire Size (ha): _____

Fire Out: Date: _____ Time: _____
 yyyy-mm-dd' hh:mm

Incident Commander _____ Phone Number _____

Municipal Fire Agreement Cost Report Form 210

Part II

Border Fires (areas between MPA/CPA) must be completed electronically by MNRF

Border fire costs are calculated automatically if CPA/MPA ha are entered in Part I
 Municipal fire cost data must be input under Agency's Total Costs when assistance provided.

M.N.R.F USE ONLY					
Municipal Agreement Fire Information and Cost Report Form 210 Part II					
Calculation of Border Fire Costs					
Agency Responsible	Hectares Burned	% of Area Burned	Agency's Total Costs	Costs Agency Responsible For	Agency to be billed for
Ministry C.P.A.	0.0	#DIV/0!	\$0.00	#DIV/0!	#DIV/0!
Municipality M.P.A.	0.0	#DIV/0!		#DIV/0!	#DIV/0!
TOTALS	12	1	\$0.00	#DIV/0!	
Amount Re-imbursed to Municipality				#DIV/0!	
Amount to be Invoiced to Municipality				#DIV/0!	

Municipal Fire Agreement Cost Report Form 210

Part III

Fire Managers to complete Part III

Issue invoice to: Municipality MNRF Other Q
 Insert Costs to be Billed

Agency to assume the cost: Yes No

Refer to court for cost collection or infractions Yes No
 (MNRF use only)

Invoice issued to:

Invoices to MNRF/MUN will be processed at the end of fire season for the end of the year reconciliation process.
 Third party invoices are to be processed once the Fire Manager has approved the invoice.

Comments: Manager explanation is required when assuming costs, issuing third party invoice or referring to court for cost collection. **MNRF use only**

Signature of Authorized Management Representative
 Certified Accurate, Complete and True

Date yyyy-mm-dd

Fire Information Report for Municipalities

Issued to _____ Date: _____
 dd-mm-yyyy

Address _____

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

Fire Reported to Municipality Date: _____ Time: _____
 dd-mm-yyyy'

Fire Reported to M.N.R.F Date: _____ Time: _____
 dd-mm-yyyy'

Zone _____ Basemap _____ Block _____

Lot _____ Concession _____ Surveyed Township _____

Initial Response Group _____ Fire Cause _____

Assistance Requested by _____ To _____

Fuel Type _____ MPA/CPA _____

Hectares Burned _____ Crown land _____ Private land _____

Source of ignition _____ Responsible Group _____

Fire Start: Date: _____ Time: _____
 dd-mm-yyyy

Initial Fire Size (ha): _____ Final Fire Size (ha): _____

Fire Out: Date: _____ Time: _____
 dd-mm-yyyy

Incident Commander _____ Phone Number _____

Municipal Fire Agreement Cost Report Form 210

Part I

Fire Number MNRF/Municipal _____ Start Date _____ Out Date _____
 dd-mm-yyyy dd-mm-yyyy

Fire Cause _____ Municipality _____

Location: Basemap _____ MPA/CPA or Border _____ Final Size _____
 or lot and cone (ha)

Border Fire Only Crown Protection Area (Ha) _____ Municipal Protection Area (Ha) _____

Assistance Requested by _____ To _____

Invoice Date _____ Invoice Number _____
 dd-mm-yyyy

A. Personnel / Apparatus

(i.) Flat Rate for Response/False Alarm \$754.00 _____

(min amount paid out for a response)

Half hour per number of apparatus _____ x _____ \$220.45 = _____
 input max number of units on fire at one time # apparatus units total # half hours for all units

(ii.) Half hour on fire per units of 8 or less people _____ x _____ \$220.45 = _____
 input max. number of units on fire at one time # personnel units total # half hours for all units

People must be assigned to apparatus prior to forming personnel units (4staff/apparatus)

Sub-total must be >\$754.00 Sub-total _____

Reimbursement claimed (greater of i or ii) Total _____

B. Aircraft See Appendix C in municipal agreement document for detailed explanation

CL215/415	Dispatch Fee	<u>\$2,034.85</u>	x# of Aircraft	_____ =	_____
	Flying Rate	<u>\$4,069.69</u>	x Total Hours	_____ =	_____
Twin Otter	Dispatch Fee	<u>\$812.12</u>	x # of Aircraft	_____ =	_____
	Flying Rate	<u>\$1,624.23</u>	x Total Hours	_____ =	_____
Birddog	Flying Rate	<u>\$1,751.91</u>	x Total Hours	_____ =	_____
Helicopters	# of Light	_____	x Total Hours	_____ H	_____
	# of Intermediate	\$904.31	x Total Hours	_____ H	_____
	# of Medium	\$2,404.42	x Total Hours	_____ H	_____
	# of Heavy	_____	x Total Hours	_____ H	_____

Air attack and helicopter fees are only for time over fire No helitak fee for delivery and pick up of crew only.

Total Aircraft Costs _____

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 MNRF + Municipal Costs Non Border Fire) _____ = _____
 MNRF Municipal _____

Person Completing Report _____ Date dd-mm-yyyy _____

Municipal Fire Agreement Cost Report Form 210
Part II Completed by MNRF for Border Fire Calculations

Part II

Municipal Fire Agreement Cost Report Form 210

Part III

Fire Managers to complete Part IV

Issue invoice to: Municipality MNRF Other

Insert Costs to be Billed

Agency to assume the cost: Yes No

Refer to court for cost collection or infractions (MNRF use only) Yes No

Invoice issued to:

Invoices to MNRF/MUN will be processed at the end of fire season for the end of the year reconciliation process
Third party invoices are to be processed once the Fire Manager has approved the invoice.

Comments: Manager explanation is required when assuming costs, issuing third party invoice
or referring to court for cost collection. **MNRF use only**

Signature of Authorized Management Representative
Certified Accurate, Complete and True

Date dd-mm-yyyy

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Municipality **Temagami** Agreement Review Period Year: **2015 To 2020**
 Per Hectare CPC Rate **\$1.21** CPC Year: **2016** CPI Increase **%**

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area				Crown Protection Area				Total			
		Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	Hectares			
Comprehensive Protection Charge										By Type			
Unalienated Crown Land	Crown does not pay Municipal Taxes	20	\$1.21	100%	2420	178,968	\$1.21			178,988			
Provincial Parks/Conservation Reserve	Crown pays grants to Municipalities	0	\$1.21	100%	-	6,549	\$1.21			6,549			
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	72	\$1.21		-	2,121	\$1.21	100%	2,566.41	2,193			
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land		\$1.21		-		\$1.21	50%		0			
Patent Mining Lands (Crown has Full Timber Rights) <u>Patented after March 26, 1918</u>	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		\$1.21	100%	-		\$1.21			0			
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under INAC or other agreement		\$1.21	100%	-		\$1.21			0			
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R. gives Grant for significant conservation Lands)		\$1.21		-		\$1.21			0			
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province		\$1.21	100%	-		\$1.21			0			
TOTALS		92			24120	187,638			\$ 2,566.41	*87,730			
NOT AN INVOICE		Crown Owes the Municipality				\$0.00				Municipality Owes the Crown		\$2,542.21	

CPC payment invoices must be sent in after April 1 of the current fire year

6526

Ministry of Natural Resources and Forestry

Ministère des Richesses naturelles et des Forêts

Al Tithecott, Director
Aviation, Forest Fire and
Emergency Services

Al Tithecott, directeur
Services d'urgence, d'aviation et de
lutte contre les feux de forêt

70 Foster Drive, Suite 400
Sault Ste. Marie, ON P6A 6V5
Tel: 705 945 5937
Fax: 705 945 5785

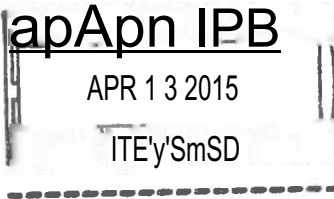
70, Foster Drive, bureau 400
Sault Ste Marie ON P6A6V5
Tél. : 705 945 5937
T616c. : 705 945 5785



n^AIncomingDOIhPr

April 8, 2015

Elaine Gunnell, Clerk
Municipality of Temagami
P. O. Box 220
7 Lakeshore Dr.
Temagami, ON
P0H 2H0



- Mayor 0
- Council 0 • OA
- CAO
- Building
- Finance OS OC
- EcDev OS D^c
- Parks & Rec OS DC
- Planning OS DC
- Public Wks OS DC

PPP
Social Services
attach to Bylaw (original)
a. _____

Dear Elaine:

Please find enclosed your Municipality's signed copy of the Ministry of Natural Resources and Forestry fire suppression agreement for your files.

This current fire suppression agreement is valid from 2015 to 2020. As per the conditions of the municipal agreement your township will receive annual updates for fire suppression rates and adjusted Comprehensive Protection Charges throughout the five year period from the local Fire Management Headquarters in North Bay.

The Municipality can expect to receive an invoice from the MNRF within the next couple of weeks for the Comprehensive Protection Charges identified in Appendix A of the agreement.

If you have any questions regarding the fire suppression agreement, please contact Jim Murphy, Provincial Agreements and Partnerships Advisor, at (705) 945-6671.

Thank you.

Yours sincerely,

[Handwritten signature]
p.

Al Tithecott
Director

c: Jim Murphy
Provincial Agreements and Partnerships Advisor

Enclosure

This Municipal Forest Fire Management Agreement (hereinafter referred to as "Agreement")
made in duplicate this 1st day of April ,2015

BETWEEN:

Her Majesty the Queen in right of Ontario as represented by the Minister of Natural
Resources and Forestry (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 11 b) 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 11 b) 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 11 b).

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 11 b).

- 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, 20 15 and must be reviewed every 5 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 AFFES 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;
 - (i i) terms and conditions in the main body of this Agreement; and
 - (i ii) 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 and Forestry

Date: 04.08

By: 

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

The Corporation of
The Municipality of Temagami

Date: March 12, 2015

By: 

Position: Mayor
Name: Urv Hunter

By: 
Position: Municipal Clerk
Name: Gunnell

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Municipality: **Temagami** Agreement Review Period: **Year: 2015 To 2020**
 Per Hectare CPC Rate: **\$1.12** CPC Year: **2015 CPI Increase %**

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area				Crown Protection Area				Total	
		Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	By Type	
Comprehensive Protection Charge										Hectares	
										By Type	
Unalienated Crown Land	Crown does not pay Municipal Taxes	20	\$1.12	100%	22.02	178,968	\$1.12		-	iw	
Provincial Parks/Conservation Reserve	Crown pays grants to Municipalities	0	\$1.12	100%	-	6,549	\$1.12		H-	6,549	
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	72	\$w		-	2,121	\$1.12	100%	247549	2,193	
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land	0	\$1.12		-	0	\$1.12	50%	-	0	
Patent Mining Lands (Crown has Full Timber Rights) <u>Patented after March 26, 1918</u>	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		\$1.12	100%			\$1.12		M-	0	
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under INAC or other agreement		\$1.12	100%	-		\$1.12		-	0	
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R. gives Grant for significant conservation Lands)		\$1.12		-		\$1.12		-	0	
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province		\$1.12	100%	-		\$1.12		-	0	
TOTALS		92			22.02	187,638			\$ 2,375-59	187,730	
Crown Owes the Municipality					\$0.00	Municipality Owes the Crown					\$2353.57

Municipality of Temagami
Proposed Agreement Areas



Information

Fire Management Area
North Bay

Map Revision Date
March 9 2015

Agreement Area(s) Revision Date
February 20th 2015

Municipal Agreement Areas

Crown Protection Area

Municipal Protection Area

Land Ownership

Indian Reserve

Agreement Forest Area

Federal Land, Other

Federal Protected Area

Managed Forest

Private Land

Crown Game Reserve

Provincial Park

Crown Game Preserve

Base Features

Waterbody

Utility Line

Communication Line

Hydro Line

Natural Gas Pipeline

Railway

Class Unknown

Discontinued

Operational

Ontario Road Network

Highway

Link

Resource Protection

Waterbody

Stream

Administrative Boundaries

Fee Index

Fee Block

Geographic Township

Lot Fabric

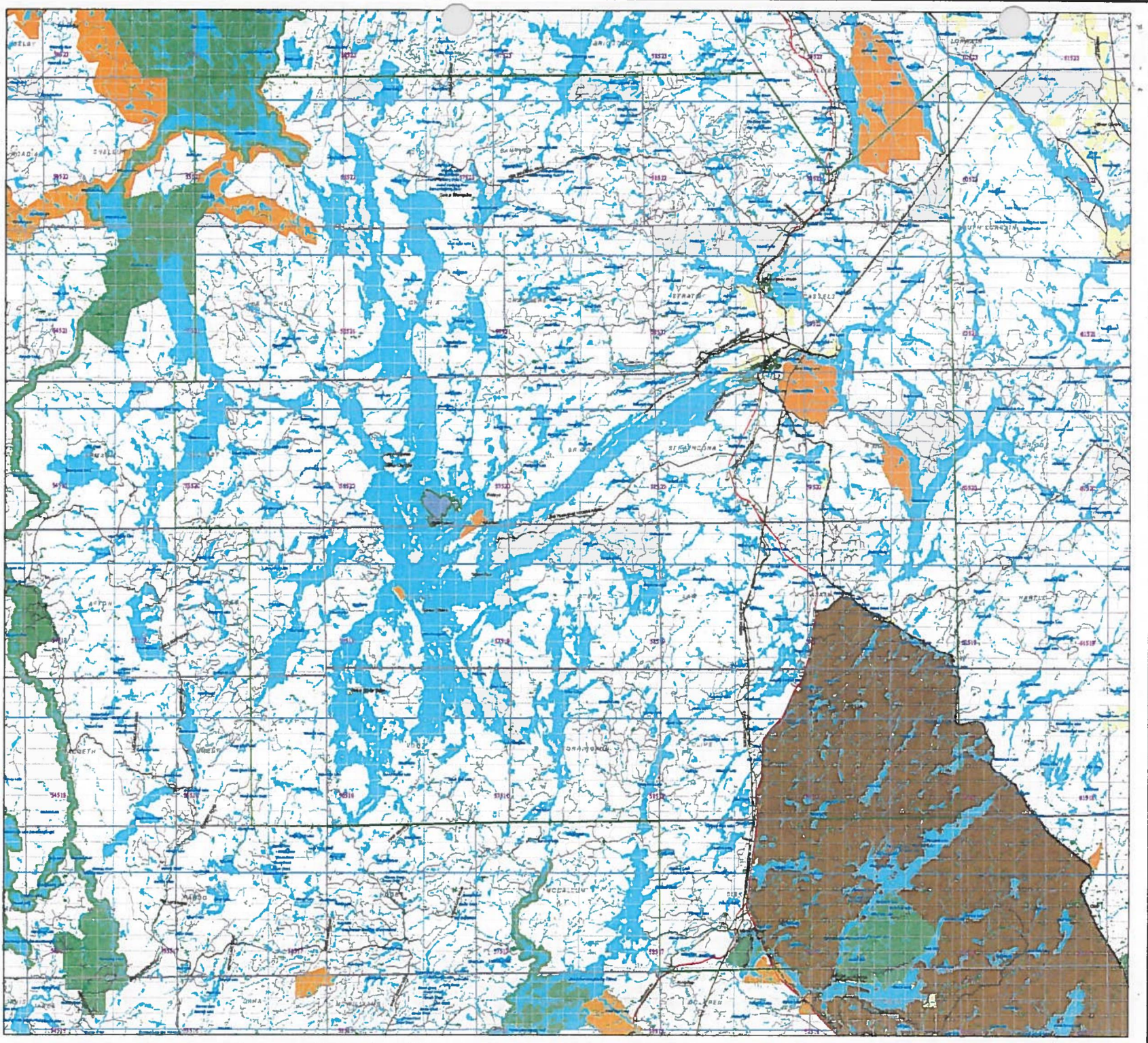


1:80,000

1 inch equals 2,032 meters



Date Produced: 08/03/2016
Author: S. Stangor
This document, map or plan is a technical illustration only and may contain cartographic errors or omissions. The true positional accuracy of the information shown on this map may have changed and must not be used as evidence in the resolution of legal boundaries (including but not limited to: easements, rights of way or a right of way). The Ontario Ministry of Natural Resources shall not be liable in any way for the use of, or reliance upon, this map or any information on this map.
MAP 1800 © TM Zone 17N © Queen's Printer for Ontario 2015
Source: Land Information Ontario, Ontario Forest Fire and Management Services, and data provided by other Municipalities
MRO: Temagami_08190100



Appendix C

Municipal Fire Agreement Rates to / from Municipalities
Valid for 2015

	Assistance Under Agreement
<p>Comprehensive Protection Charges (CPC)</p> <p>The new CPC rate system started April 1, 2013</p>	<p>CPC rates adjustments are applied April 1 of each year.</p> <p>CPC rates 2013 - 2017</p> <p>2013 \$0.95/Ha 2444 -\$1.04Ha 2015 \$1.12/Ha 2016 \$1.21/Ha 2017 \$1.29/Ha</p> <p>NOTE:</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 period of September to September. Rates will be updated by Feb. 28 each year.</p>	<ul style="list-style-type: none"> • Flat Rate/False Alarm • \$747.00 per fire or • \$218.50 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</u> prior to forming personnel units.</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 MNRF and will be updated by April 30 each year.</p> <p>Air tanker support charges are only for time over the fire.</p>	<p>2015 Rates</p> <p>CL415 Dispatch Fee = \$1943.00 Hourly rate = \$3886.00</p> <p>Twin Otter Dispatch Fee = \$797.00 Hourly rate = \$1594.00</p> <p>Birddog Hourly rate = \$1365.50</p>								
<p>Helicopter</p> <p>Helicopter rates are set annually by the MNRF Aviation Services.</p> <p>No charge if used just to transport MNRF crews to fire</p> <p>Municipalities that rent aircraft for fire operations must submit rental invoices</p>	<p>Contract Helicopters Rates 2015</p> <table border="0"> <tr> <td>Light</td> <td>\$As per invoice</td> </tr> <tr> <td>Intermediate</td> <td>\$ 878.00 per hour,</td> </tr> <tr> <td>Medium</td> <td>\$2472.11 per hour,</td> </tr> <tr> <td>Heavy (calculated at time of hire)</td> <td>(flying calculated as "time over fire" only)</td> </tr> </table> <p>Aircraft rental fees by the Municipality must be supported by the aircraft invoice.</p>	Light	\$As per invoice	Intermediate	\$ 878.00 per hour,	Medium	\$2472.11 per hour,	Heavy (calculated at time of hire)	(flying calculated as "time over fire" only)
Light	\$As per invoice								
Intermediate	\$ 878.00 per hour,								
Medium	\$2472.11 per hour,								
Heavy (calculated at time of hire)	(flying calculated as "time over fire" only)								
<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>								



INTER-AGENCY FIRE RESPONSE OPERATING GUIDELINES

FORWARD

This directive will be applied when the Ministry of Natural Resources and Forestry (MNRF) 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 MNRF (i.e., Fire Ranger Crew Leader, Fire Operations Technician, 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 the fire region where no municipal agreement with the MNRF 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 MNRF will reimburse the municipality for its suppression costs.

When a municipality has a municipal fire agreement with the MNRF, 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
- MNRF 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 MNRF, 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 MNRF determines that the actions taken by a municipality inside the fire region are inadequate, the MNRF 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 MNRF, 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;
- MNRF will retain authority for air attack and all MNRF 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 MNRF 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 MNRF 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 MNRF is first to the fire site, the MNRF Agency Representative will focus on suppression operations until a municipal official arrives.
2. The MNRF official will identify himself/herself as the Agency Representative for the MNRF and will ask if the municipality requires continued assistance from the MNRF.
3. If the Municipal Agency Representative says they do not require MNRF assistance, the MNRF 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 MNRF Agency Representative agree that the municipality can control the fire, MNRF resources can return to base. If the MNRF 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 MNRF assistance, the MNRF Agency Representative will document the conversation (including the name of the representative who has authorized this) and update the SRO.
5. The MNRF 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 MNRF 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 MNRF 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 MNRF 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
MNRF resource commitment	1 or 2 crews Air Attack uncommon	3 or more crews Air Attack common
Incident Commander	MNRF Incident Commander level IV or V Municipal Captain or Lieutenant	MNRF 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. MNRF Rep should provide MNRF 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. MNRF will provide MNRF 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 MNRF Radios will be retrieved when the MNRF 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 MNRF water bombers are working on the fire, the MNRF 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 MNRF aircraft are involved in fire suppression, the MNRF 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 MNRF Agency Representative is on the ground, air attack will communicate directly with the MNRF Agency Representative using the assigned MNRF radio frequency. This would include identifying any aircraft hired by the municipality.

If air attack arrives before MNRF 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 MNRF is not at a fire, requests for air attack may be made by a Municipal Incident Commander directly to the appropriate MNRF Sector Response Officer (SRO). This request is then relayed by the SRO to the MNRF Regional 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 MNRF 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 MNRF 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 MNRF 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 MNRF 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 MNRF Agency Representative who will take prompt, corrective, action; as well as informing the local SRO. The local SRO will inform the Regional 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.

Fire Information Report for Municipalities

Issued to _____

Date: _____

dd-mm-yyyy

Address _____

Fire Number _____

Municipal # _____

M.N.R.F# _____

Fire Reported to Municipality Date: _____
dd-mm-yyyy

Time: _____

Fire Reported to M.N.R.F Date: _____
dd-mm-yyyy

Time: _____

Zone _____

Basemap _____

Block _____

Lot _____

Concession _____

Surveyed Township _____

Initial Response Group _____

Fire Cause _____

Assistance Requested by _____

To _____

Fuel Type _____

MPA/CPA _____

Hectares Burned _____

Crown land _____

Private land _____

Source of ignition _____

Responsible Group _____

Fire Start: Date: _____
dd-mm-yyyy

Time: _____

Initial Fire Size (ha): _____

Final Fire Size (ha): _____

Fire Out: Date: _____
dd-mm-yyyy

Time: _____

Incident Commander _____

Phone Number _____

Municipal Fire Agreement Cost Report Form 210

Part I

Fire Number MNRF/Municipal _____ Start Date _____ Out Date _____
dd-mm-yyyy dd-mm-yyyy

Fire Cause _____ Municipality _____

Location: Basemap MPA/CPA or Final Size _____
 or lot and cone _____ Border _____ (ha) _____

Border Fire Only Crown Protection Area (Ha) _____ Municipal Protection Area (Ha) _____

Assistance Requested by _____ To _____

Invoice Date _____ Invoice Number _____
dd-mm-yyyy

A. Personnel / Apparatus

(i.) Flat Rate for Response/False Alarm \$747.00 [] []
(min. amount paid out for a response)

Half hour per number of apparatus [] 1 [] ~|x \$218.50 = []
input max. number of units on fire at one time # apparatus units total # half hours for all units

(ii.) Half hour on fire per units of 8 or less people [] 1 [] ~|x \$218.50 = []
input max. number of units on fire at one time # personnel units total # half hours for all units

People must be assigned to apparatus prior to forming personnel units (4staff/apparatus) Sub-total must be >\$747.00 Sub-total ↓ []

Reimbursement claimed (greater of i or ii) Total []

B. Aircraft See Appendix C in municipal agreement document for detailed explanation

CL215/415 Dispatch Fee \$1,943.00 x # of Aircraft [] = []

Flying Rate \$3,886.00 x Total Hours [] = []

Twin Otter Dispatch Fee \$797.00 x # of Aircraft [] = []

Flying Rate \$1,594.00 x Total Hours [] = []

Birddog Flying Rate \$1,365.50 x Total Hours [] 1 = []

Helicopters

of Light [] [] x Total Hours [] H []

of Intermediate [] \$878.00 x Total Hours [] H []

of Medium [] \$2,472.11 x Total Hours [] H []

of Heavy [] [] x Total Hours [] H []

Air attack and helicopter fees are only for time over fire. No helitak fee for delivery and pick up of crew only. Total Aircraft Costs []

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 MNRF + Municipal Costs Non Border Fire) [] MNRF [] Municipal = []

Person Completing Report _____ Date dd-mm-yyyy _____

Municipal Fire Agreement Cost Report Form 210
Part II Completed by MNRFF for Border Fire Calculations

Part II

Municipal Fire Agreement Cost Report Form 210

Part III

Fire Managers to complete Part IV

Issue invoice to: Municipality MNRFF Other

Insert Costs to be Billed

Agency to assume the cost: Yes No

Refer to court for cost collection or infractions (MNRFF use only) Yes No

Invoice issued to:

Invoices to MNRFF/MUN will be processed at the end of fire season for the end of the year reconciliation process. Third party invoices are to be processed once the Fire Manager has approved the invoice.

Comments: Manager explanation is required when assuming costs, issuing third party invoice or referring to court for cost collection. **MNRFF use only**

Signature of Authorized Management Representative
Certified Accurate, Complete and True

Date dd-mm-yyyy

**Appendix F
Agreement Review Checklist
(To be completed by MNRF)**

Name of Community Temagami

Fire Management Area: North Bay

Date Reviewed: April 1, 2015

ED MATTHEWS

MNRF Person Completing Review: _____

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:

Will there be changes to the current Appendix A figures? If there is, provide an explanation for the changes. Yes

Reduction of MPA area - areas inaccessible with current municipal resources

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

General review of the zones to improve existing boundary lines has been conducted - however the review increases the amount of land managed by the MNR.

After reviewing municipal fire activity, are there areas where municipal resources are frequently responding to fires in a CPA zone that should be considered to be included in an MPA management zone. No

While the review identifies municipal resources respond frequently to trees on hydro lines along the highway corridor, past experience has proven the disadvantage, and excessive costs associated with not being able to contain fire spread within the MPA area.

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

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 Yes

Lower manpower resources during daytime period.

Operations:

During the peak burning period can the community fire agency provide a timely and adequate fire response in all areas of the MPA? No

Manpower dependant - Fire department can provide timely and adequate response to low intensity fires within most portions of the MPA 90% of the time - requested to transfer portions of MPA to CPA where unable to achieve this objective

Equipment:

Have there been any wildland fire equipment upgrades since the last 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 license? What year did they received the package? Yes

Has the fire department ever sent staff to an SP230 course? No

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

Fire Department Radio System:

Does the fire department radio system allow for the fire staff to use the Fire Yes Marshal frequency **154.070** to communicate with our Air Tankers?

4. Fire Education/Prevention:

FireSmart:

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

Minimal changes since the 1998 agreement; continuing to provide information with burning permits, and inform residents of Fire Smart with links provided on the Municipal website. Use to provide information at several locations with MNR Fire Safety pamphlets however have discontinued this with MNR no longer providing material for distribution (cost to produce the small quantities required for our municipality is cost prohibitive)

Is the community willing to develop a FireSmart Community Wildfire Plan? No

Not at this time (cost prohibitive) - continue to rely on our Municipal Emergency Plan has a section related to wildfires

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

Has the community considered regulating spring burning to reduce human caused fires by banning residential burning until green up? No

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

Media:

Has the community developed a media program to promote wildfire prevention initiatives? E.g., advertising during high to extreme hazard. No

There is no local radio in Temagami. Municipality will continue to rely on provincial messaging done during high and extreme hazard periods.

Has the community developed their own wildfire prevention signs or handout items to address common ignition causes? No

Does the community conduct school wildfire prevention programs? No

As per the conditions listed within the current municipal fire suppression agreement under TERM AND TERMINATION; RENEWALS;

This Agreement has been reviewed will continue to be in effect from April 1,2015 and must be reviewed every year(s), unless terminated by either party in accordance with conditions listed in section 13.

Official Signatures: (Only required if no new agreement is being submitted)

Fire Management Supervisor: _____

Municipal Representative: _____

The agreement review checklist should be made in duplicate and one copy given to the local municipality to be attached to their current agreement file. The other copy is to be mailed to the Regional Fire Advisor. The Regional Fire Advisor will forward the signed checklist to Sault Ste. Marie to be attached to the Director's

copy of the legal agreement. All scanned records will be available through the File Plan.

The agreement review checklist must still be completed and sent if new agreement package is being submitted.

Fire Department Assessment Sheet

Name of Municipality: Municipality of Temagami

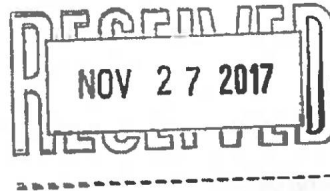
Fire Department Information	Fire Stn 1	Fire Stn 2	Fire Stn 3
Station Name:	Temagami	Marten River	
Wildland Fire Calls - 2014	0		
Wildland Fire Calls -10 yr average	1.9		
Personnel	Full Time 0 _____ Volunteers 14 _____	Full Time 0 _____ Volunteers 15 _____	Full Time _____ Volunteers _____
Chiefs	2	2	
Captains	2	4	
Fire Fighters	10	9	
Training			
Personnel Availability			
Monday to Friday 11:00 to 18:00 hrs	4	6	
Monday to Friday Dispatch Time estimate	8	8	
Weekend Daytime Availability	4	6	
Weekend Dispatch Time Estimate	8	8	
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	1	
ATV	0	1	
Fire Boat	0		
Trailers, IC Command Post	1	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	
Back Pack Water Can	4	6	

From: Elaine Gunnell
Sent: Monday, November 27, 2017 9:17 PM
To: Roxanne St Germain
Subject: FW: Temagami 2017 Appendix G - Annual Exchange of Municipal Agreement Forest Fire Information
Attachments: Temagami_Appendix_G_Municipal_Agreement_Fire_Summary 2017.xls

For incoming/- Re by-law 15-1231

Elaine Gunnell, Dipl.M.A., AOMC
 Municipal Clerk
 The Corporation of the Municipality of Temagami
 7 Lakeshore Drive, P.O. Box 220
 Temagami, ON POH 2H0
 Phone: 705-569-3421 ext 208
 Email: clerk@temagami.ca



FilepfncomingDOlher

Mayor

Council 01 OA

CAOD

Building 0

Finance DS DC

EcDev OS DC

Parks & Rec OS DC

Planning DS DC

Public Wks DS DC

PPPD

Social Services D

by law book
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From: Dempsey, Tim (MNRF) [<mailto:tim.dempsey@ontario.ca>]
Sent: Monday, November 27, 2017 9:49 AM
To: Elaine Gunnell <clerk@temagami.ca>; Jim Sanderson <temfire@temagami.ca>
Subject: Temagami 2017 Appendix G - Annual Exchange of Municipal Agreement Forest Fire Information

As per the email below, please find attached for your files a final copy of the 2017 Appendix G - Annual Exchange of Municipal Agreement Forest Fire Information for your municipality.

77m Dempsey
Fire Management Technician
North Bay Fire Management Headquarters
Aviation, Forest Fire and Emergency Services
Ministry of Natural Resources and Forestry
40 Voodoo Crescent
North Bay, ONP1C0B7
Tel: 705-475-5608
Fax: 705-475-5559
tim.dempsey@ontario.ca

From: Dempsey, Tim (MNRF)
Sent: October 30, 2017 10:12 AM
Subject: 2017 Appendix G - Annual Exchange of Municipal Agreement Forest Fire Information

Attention Fire Chief:

Find attached the 2017 Municipal Agreement Forest Fire Summary (exchange of information) with the Ministry of Natural Resources and Forestry (MNRF).

As noted in Section 3 of the Municipal Forest Fire Management Agreement, this information is to be exchanged by both parties annually on or before November 30th. When completed and returned, a combined version with MNRF and municipal forest fire responses will be emailed back to you and the municipal office as the legal signatory to the agreement.

Below is the required information to be entered for forest fires that occurred within your municipality in 2017:

1. Forest fires (including grass fires) your fire department responded to alone, with or by a Mutual Aid partner, or an Inter-Agency fire with MNR assistance.
2. If no forest/grass fires were responded to...please indicate that "The Municipality did not respond to any fires in 2017".

Please complete the attached Appendix G and return it by email tim.dempsey@ontario.ca or fax (705-475-5559) before November 30th.

If you have any questions, feel free to call or email.

Thanks in advance,
Tim

*Tim Dempsey
Fire Management Technician
North Bay Fire Management Headquarters
Aviation, Forest Fire and Emergency Services
Ministry of Natural Resources and Forestry
3301 Trout Lake Road
North Bay, ON P1A 4L7
Tel: 705-475-5608
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