THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 25-1796

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

WHEREAS

- 1. 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;
- 2. 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;
- 3. 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, 2025 by By-law 15-1231 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 enacts as follows:

1. Authorization to Execute Agreement

That the Chief Administrative Officer is hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.

2. Clerical Amendments

The Clerk of the Municipality of Temagami is authorized to make minor corrections to this by-law or its schedules after its passage. These corrections are limited to grammatical or typographical errors and must not alter the intent or substance of the by-law.

4. Effective Date

This by-law shall come into force and take effect immediately upon its final passing.

Final Passing

Taken as read a first, second, and third time, and finally passed this 13th day of February, 2025.

Mayor:	 	
Clork:		

Schedule A - By-Law#25-1796

This Municipal Forest Fire Management Agreement (hereinafter referred to as "Agreement") made in duplicate this 31st day of March, 2025

BETWEEN:

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

AND

The Corporation of 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;

Municipal Forest Fire Management Agreement

revised September 11, 2024

- 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
- 1) "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:
 - Wildland Firefighter Training for Fire Agencies (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 FFPA.

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 <u>154.070</u> 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, 2025 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 renewal 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.

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

Municipal Forest Fire Management Agreement revised September 11, 2024

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.

	His Majesty the King in right of Ontario as represented by the Minister of Natural Resources
Date:	By:
	Director, Aviation, Forest Fires and Emergency Services Provincial Services Division Name (Pursuant to delegated authority)
	The Corporation of
Date:	By: Position: By: By: Position: Name:

Municipal Forest Fire Management Agreement

revised September 11, 2024

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Municipality Temagami Agreement Review Period Year: 2025 To 2030

Per Hectare CPC Rate \$1.56 CPC Year: 2025 CPI Increase 1.90%

LAND CLASS	TAXATION/REVENUE SITUATION	Munic	ipal Pro	tection A	rea	Crov	vn Prote	ection Are	a	Total
Comprehensive			CROW	N PAYS			MUNIC	IPALITY	PAYS	Hectares
Protection Charge		Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	Ву Туре
Unalienated Crown Land	Crown does not pay Municipal Taxes	49	\$1.56	100%	76.19	178,924	\$1.56		-	178,973
Provincial Parks/Conservation Reserve	Crown pays grants to Municipalities		\$1.56	100%	-	6,485	\$1.56		-	6,485
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	81	\$1.56		-	2,238	\$1.56	100%	3,491.28	2,319
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land		\$1.56		-		\$1.56	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. (Commercal) Owner pays some taxes to municipality but has no interest above ground		\$1.56	100%	-		\$1.56		-	0
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under INAC or other agreement		\$1.56	100%	-		\$1.56		-	0
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R.F. gives Grant for significant conservation Lands)		\$1.56		-		\$1.56		-	0
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province		\$1.56	100%	-		\$1.56		-	0
	TOTALS	129			76.19	187,647			\$ 3,491.28	187,776
NOT AN INVOICE	Crown	Owes th	e Munio	cipality	\$0.00	Municip	pality O	wes the	Crown	\$3,415.09

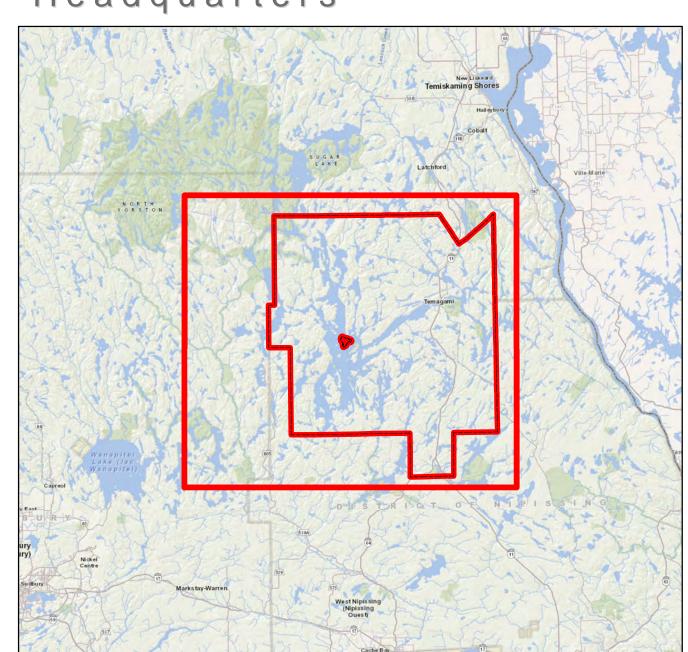
CPC payment invoices must be sent in after April 1 of the current fire year



Municipality of Temagami

Community Protection Zone Map

North Bay Fire Management Headquarters



Date: Friday, January 24, 2025

Municipal Agreement Area

Fire Management Agreement Area **Protection Type**

Crown Protection Area

Federal Protection Area

Municipal Protection Area

Northern Fire Protection Area

Community Protection Zone

No Agreement

Municipal Boundary

Road

Cities

Communities

······ Hydro Line

——— Natural Gas Pipeline

---- Operational

Townships

Ohn Waterbody

Prov Park Regulated

Indian Reserve

Conservation Reserve

Federal Land Other Patent Land

CI Patent Land

CL Non Freehold Disposition

Crown Game Preserve

Crown

** These area totals are preliminary and may not represent the official area calculations.

Data Source: Geospatial Ontario Ministry of Natural Resources Administrative District files, data collected from land, historical files, information provided by interested parties, reports prepared by population and data provided

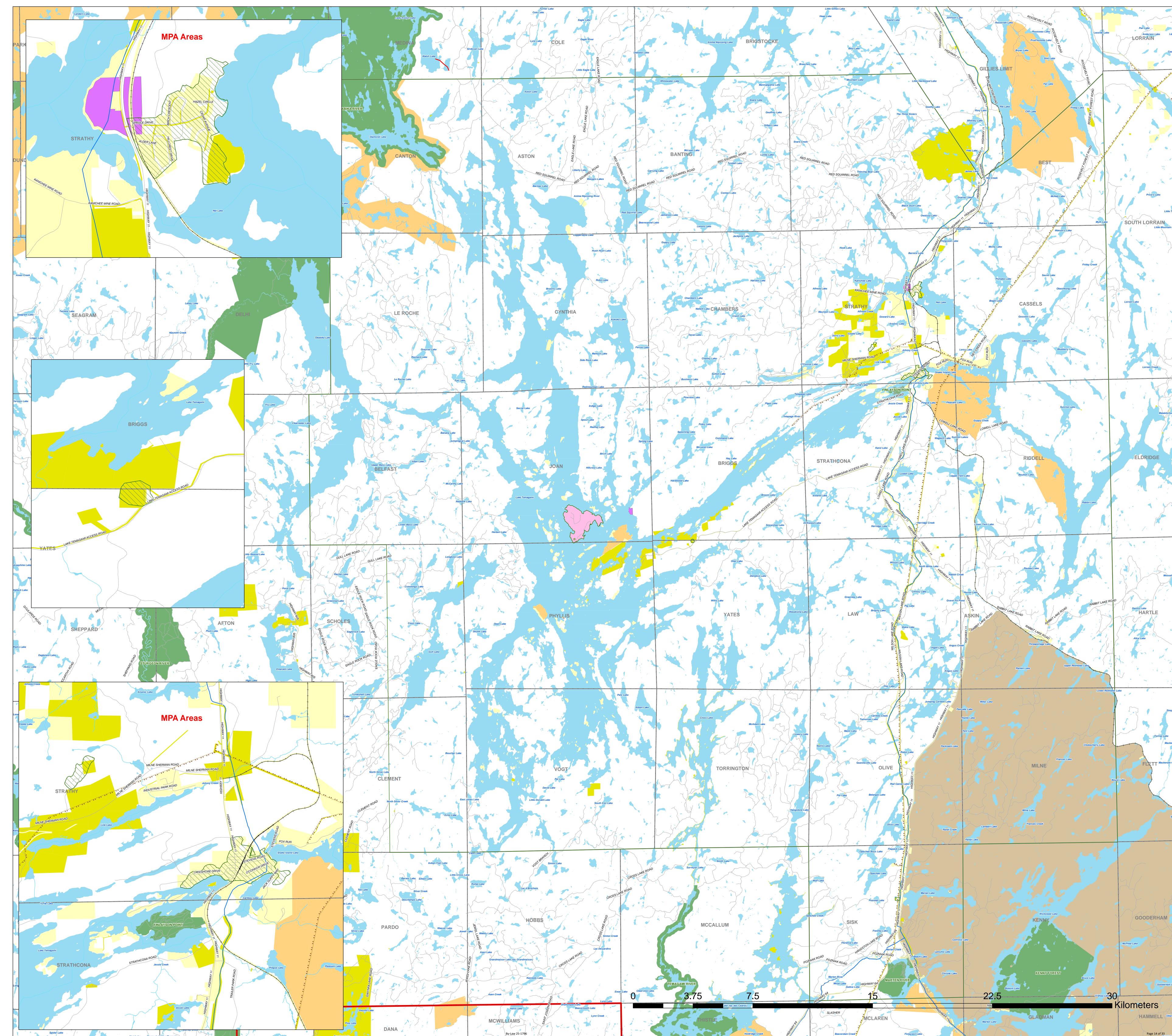
North American Datum 1983, UTM 17

by other Ministries.

This map is illustrative only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation.

This map may contain cartographic errors or omissions. ©2025 King's Printer for Ontario Printed in Ontario, Canada

Published: 2025 Information disponible en français The Corporation of the Municipality of Temagami



Appendix C

$\begin{array}{c} \text{Municipal Forest Fire Agreement Rates to / from Municipalities} \\ \text{Valid for 2025} \end{array}$

	Assistance Under Agreement
Comprehensive Protection Charges (CPC) The new CPC rate system started April 1, 2013 CPI rates are capped to a maximum increase of 4% CPC Invoices must be sent in after April 1 for the current fire year	CPC rates adjustments are applied April 1 of each year. CPC rates increase Sept 2023 – Sept 2024 = 1.9% 2025 CPC fee = 1.56
Personnel Units Apparatus Units 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.	 Flat Rate/False Alarm \$930.59 per fire or \$272.23 per half hour (30 min) for each unit; Personnel Unit = max. 8 staff plus suppression gear Apparatus Unit = Fire service vehicle with maximum 1 Fire Crew (4-6 people), includes suppression gear. Must assign staff to vehicle first before forming personnel units. Personnel must be affixed to an Apparatus Unit prior to forming personnel units. NO charges for helicopter if only used to deliver, pickup or service crews. Helicopter is not an apparatus. 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).

Air tankers and Birddog	2025 Rates					
CL215/415 and Twin Otters Air tanker fees are set annually by the MNRF. Air tanker support charges are only for time over the fire.	CL415 Dispatch Fee = \$3,431.50 Hourly rate = \$6,863.00 Twin Otter Dispatch Fee = \$908.85 Hourly rate = \$1,817.70 Birddog Hourly rate = \$2,635.22					
Helicopter	2025 Helicopters Rates					
Helicopter rates are set annually by the MNRF Aviation Services. No charge if used just to transport MNRF crews to fire Municipalities that rent aircraft for fire operations must submit rental invoices	Light \$As per invoice Intermediate \$1,914.23per hour, Medium \$2,701.44per hour, Heavy (calculated at time of hire) (flying calculated as "time over fire" only) Aircraft rental fees by the Municipality must be supported by the aircraft invoice.					
Section C: Other Expenses Approved in the Suppression Plan All costs must be supported by actual invoices, or fire cost forms by either agency	As per approved response plan for a specific fire; the following expenses can be considered; • Heavy equipment • Base camp operations and infrastructure support, accommodations • Incident Command Trailers • Support equipment; boats, ATV's, trailers that fall outside normal fire apparatus					
Other Agencies Form 210 Total can be included here on joint operations.	Form 210 Part 2					

Fire Information Report for Municipalities 2025 (This section completed by Municipality only)

Issued to				Date:	va sa como alal	
Address					yyyy-mm-dd	
Fire Numbers:		Municipal #		MNR #		
Fire Reported to Mur	nicipality	Date:	yyyy-mm-dd	Time:	hh:mm	
Fire Reported to MNI	R	Date:		Time:		
Zone		Basemap	vvvv-mm-dd	Block	hh:mm	or
Lot	Concession		Surveyed	Township		
Initial Response Gro	up			Fire Cause		
Assistance Requeste	ed by			То		
Fuel Type				MPA/CPA	/Border Fire	
Hectares Burned		Crown land		Private land		
Source of lignition			Respons	ible Group		
Fire Start:	Date:	yyyy-mm-dd	Time:	hh:mm		
Initial Fire Size (ha):			Final Fire Size (ha):		
Fire Out:	Date:	yyyy-mm-dd	1	Time:	hh:mm	
Incident Commander				Phone Number		

Municipal Fire Information Description Codes Page 4

	M	unicipal Fire Aç	greement Cos	t Report Form 2	210	Part I	
Fire Number	(MNR/M	unicipal):		Start Date	yyyy-mm-dd	Out Date	yyyy-mm-dd
Fire Cause					Municipality		
Zn-Basemap	o-Block			MPA/CPA or		Final Size	
or lot and co	nc			Border Fire		(ha)	
Enter H	a only if E	Border Fire	CPA (Ha)			MPA (Ha)	
Assistance F	Requeste	d by			То		
A.	Personi	nel / Apparatus					
		onse/False Aları for a response)		\$930.59			
		mber of apparatu			>	\$272.23	=
		of units on fire a units of 8 or less		# apparatus units	total # half hours for	A070 00	
		of units on fire		# personnel units	total # half hours for	•	
		ned to apparatu ts (4staff/appara		Sub-total mus	st be >\$913.24	Sub-total	
Reimbursem	nent claim	ed (greater of i	or ii)			Total	
В.	Aircraft		Air fees only for tir	me over fire. No helit	ak fee for delivery, pi	ck up or servicing o	of fire crews
CL215 / 415		Dispatch Fee	\$3,431.50	x # of Aircraft	=	:	
		Flying Rate	\$6,863.00	x Total Hours		:	
Twin Otter		Dispatch Fee	\$908.85	x # of Aircraft	=	:	
		Flying Rate	\$1,817.70	x Total Hours	-	:	
Birddog		Flying Rate	\$2,635.22	x Total Hours	=	:	
Helicopters							
	# of Ligh	nt		ACIMS	x Total Hours		=
	# of Inte	rmediate		\$1,914.23	x Total Hours		=
	# of Med	dium		\$2,701.44	x Total Hours		=
	# of Hea	avy		ACIMS	x Total Hours		=
		al agreement for de			Total Aircraft Cos	ts	
C. Other Expenditures Approved in Suppression Plan (Appendix C descriptions) (Attach description of expenses and invoices) Total Other Expenditures							
Munic	ipalities p	rocess invoice u	ising total of A	,B and C	Grand Total (A+		
		perations Enter				,	
(1 01]01		Non-border fire		yai 000t0	MNR	Municipal	

Part II MNR Only

Municipal Fire Agreement Cost Report Form 210

Border Fires (areas between MPA/CPA) must be completed electroncially by MNR

Border fire costs are calculated automatically if CPA/MPA ha are entered in Part I MNR/Municipal fire cost data must be input using <u>Agency's Grand Total (A+B+C) Costs Part 1</u>.

	M						
Municina		INR USE ONL		Form 210	Part II		
Willillillipa	I Agreement Fire		and Cost Repoi		Part II		
	G.	ilculation of be	order Fire Cos				
Agency Responsible	Hectares Burned	% of Area Burned	Agency's Total Costs	Costs Agency Responsible For	Agency to be billed for		
Ministry C.P.A.							
Municipality M.P.A.							
TOTALS							
			Amount	Re-imbursed to I	Municipality		
				to be Invoiced to I			
Part III MNR Only		Municipal Fi	re Agreement (Cost Report For	m 210		
Contents of Form							
Prepared by:	(Print)		(Sign)		(Date)		
Certified True and Correct by:	(Print)		(Sign)		(Date)		
Recommendations		osts					
Ministry to Assume To Rationale attached wh							
Issue Invoice to Respo Include Address in Con	•		To:				
Refer to Court							
Municipal Costing (Options (Process	ed at the end c	of fire season us	sing end of year re	econcilliation pro	cess)	
No re-imbursment or i	nvoicing required						
Municipality Owed			Amount:				
Ministry Owed			Amount:				
Signature Block							
Recommended by:	(Print)		(Sign)		(Date)		
Reviewed by:	(Print)		(Sign)		(Date)		
(Prov. Coordinator)							
Approver:	Approver: (Sign) (Date)						
Comments							

Municipal Fire Information Descriptions

Fire C	ause - use the following:		
LTG	Lightning	REC	Recreation
RES	Resident	MIS	Miscellaneous
RWY	Railway	IDF	Industrial Forest
IDO	Industrial Other	INC	Incendiary
UNK	Unknown		

Fuel Type at Point of Attack - use the following

GRA	Grass	SLA	Slash
SHW	Shrubs, Hardwood Bush	CON	Conifer
IKC	Insect Killed Conifer	MIX	Mixed Wood
HWD	Hardwood	BLO	Blowdown
PLA	Plantation	OTH	Other

Source of Ignition - use the following

LTG	Lightning	SMM	Smoking Materials
CAM	Campfire	GRA	Grass Burn
INC	Incinerator	RUB	Rubbish Burning
MAT	Matches	BRU	Brush Burn
GAR	Garbage Dump Burn	STR	Structural Fires
LOC	Locomotive	SFC	Sparks from Chimney
POW	Power Line Short	SAW	Dowercow

 POW
 Power Line Short
 SAW
 Powersaw

 FIR
 Fireworks
 OME
 Operating Mechanical Equipment

 VEH
 Vehicle Exhaust System
 SPA
 Spark from Burner

 EQU
 Equipment Fires
 DLC
 Dumped Live Coals or Ashes

MIS Miscellaneous UNK Unknown SPB Slash Pile Burning

Responsible Group - use the following

LTG	Lightning	CAM	Camper
HUN	Hunter	CAN	Canoeist
HIK	Hiker	BER	Berry Picker
CHI	Children	RER	Res Rural
REU	Resident Urban	COT	Private Cottager
TRA	Trapper	CAR	Car Passenger
MIE	Mining Idustry Employee	CRO	Commercial Resort Owner

 POE
 Power Industry Employee
 PRO
 Prospector

 ANG
 Angler
 RTC
 RR Train Crew

 MIS
 Miscellaneous
 UNK
 Unknown



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 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 Fire Department (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

Municipalities:

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

Unincorporated Territories:

Fire suppression services for wildland fires in Unincorporated Territories located within the Fire Region is the responsibility of the MNRF. The MNRF may enter into fire suppression agreements with Fire Departments located within these

areas. Areas of response are identified on the agreement map where the local Fire Department will provide a first response to wildland fires within these communities.

Fires that occur within the Fire Department area of response may be turned over to the MNRF at any time.

First Nations Communities:

The MNRF is contracted by Indigenous Affaires and Northern Development under the DIAND agreement to provide fire suppression services on First Nation Lands located in the Fire Region of Ontario.

When a community has a fire department service and wishes to enter into a fire suppression agreement with the MNRF Community Protection Zones (CPZ) are established. The community agrees to provide a first response to any wildland fires that occur within the CPZ. The community can request any time that the MNRF take over or assist with wildland fire suppression operations as required for fires that occur within the CPZ.

Terms for Turnover to MNRF:

Fire departments, while still responsible for extinguishing fires within their agreement areas, 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 community emergency has developed that requires all the community resources;
- 3. Under rare circumstances where the MNRF determines that the actions taken by a Fire Department 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 community.

Within the fire suppression agreement the terms and conditions identify costing processes when one agency supports the other in fire suppression efforts.

AUTHORITY OVER RESOURCES

 A Fire Department will continue to 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 in a municipality, the municipality will use its authority to procure and direct it during a joint fire response.
- Where heavy equipment is required in Unincorporated Territories or First Nation Communities, the MNRF will be responsible for their operation.

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 Community:

- 1. The MNRF Agency Representative will immediately seek out the person in charge on behalf of the Fire Department (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 Fire Department official arrives.
- 2. The MNRF official will identify himself/herself as the Agency Representative for the MNRF and will ask if the Fire Department requires continued assistance from the MNRF.
- 3. If the Agency Representative says they do not require MNRF assistance, the MNRF Agency Representative will document the conversation (including the name of the Agency Representative who has authorized this), and contact the Sector Response Officer (SRO). If the SRO and MNRF Agency Representative agree that the Fire Department 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 Fire Department resources at the scene, he/she will discuss further support with the SRO.
- 4. If the Fire Department 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 protection zone boundaries identified within the agreement.

All communication with the Fire Department Agency Representative will be through

4

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 Fire Departments 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 Fire Captain or Lieutenant	MNRF Incident Commander level I, II or III Fire 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 Fire Department 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 Agency Rep to maintain communication link if Reps must be apart for a period of time.
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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.

When a community 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 community has hired aircraft that are under the direction of a Community 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 community.

If air attack arrives before MNRF personnel are on site, air attack will make contact with the Community Incident Commander prior to commencing bombing operations. All initial air-to- ground communications with the Community 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 Community 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 Community Incident Commander and advise them to immediately monitor 154.070 MHZ at the fire. The SRO will also advise the Community 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 Community Incident Commanders may be unfamiliar with air attack and fire fighters may be less visible than Fire Rangers, 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 Community 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 Community 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 community 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 F Agreement Review Checklist (To be completed by MNR)

Name of Community	Municipality of Temagami	
Fire Management Area:	North Bay	
Date Reviewed:	January 8, 2025	
MNR Person Completing R	Review:	
	ates that a 'Yes' answer is required to ensure compliance wi wer is 'No' please contact your Regional Fire Advisor.	ith the
· · · · · · · · · · · · · · · · · · ·	o proceed with the paper hard copy hey prefer to proceed with electronic signatures?	
☑ Electronic Signatures☐ Hard Copy Signatures		
1. Community Evaluation:		
Infrastructure Developmen Has any new infrastructure be CPA zone?	t: een developed that extends into a	Yes
development, anticipating 3 lot sev	els lake) continue to see multiple severances and residential terances being finalized in 2025, increasing the number of residents (which may be further subdivided).	ential lots
Has there been any new cotta	ge subdivision areas developed?	Yes
Road Network Expansion:	Net lake severed into 5 lots - 4 lots currently vacant instructed allowing access for community	No
only roads on Crown land for fores	try purposes - quality of logging roads unknown	
CPA/MPA:		
	current agreement CPA/MPA land? If yes, provide an explanation for the changes. new agreement is required)	3 7
		Yes

Agreement Review Checklist

There seemed to be a discrepency on the last agreement between the MPA areas shown on the Map and the total MPA Ha indicated in Appendix A - at minimum there are minor changes to the areas arround the town and Temagami north, as well as identifying the Waste disposal sites on Milne Sherman road and Lake Temagami Access road (currently identified on the map).

**Has there been a general review of all CPA/MPA zones?

Yes

Is there an opportunity to reduce the amount of land managed by the MNR?

No

Based on the limited Municipal Forest Fire suppression resources, and more specifically availability of daytime response staff to provide sustained suppression (beyond initial / 1 hr response capacity).

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 Initially considered the Highway Corridor, but limited daytime resources preclude the fire departments being able to provide a sustained addaquate response (anything beyond the initial response/1st hour).

2. Risk Analysis:

Forest Fuels:

Has any storm or insect damage occurred within an MPA/CPA 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/CPA area?

No

Through the FireSmart program is there an area of CPA that can now be established as an MPA 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/CPA zones

No

Operations:

During the peak burning period can the community fire agency provide a timely and adequate fire response in all areas of the MPA?

Yes

3-4 personnel, with potential to have second hall respond suggests the community fire agencies can provide a timely and adequate fire response to the limited MPA area that primarly incorperates/relies on hyrant water sources - no ability to expand the MPA (limited daytime personnel resources)

Equipment:

Have there been any wildland fire equipment upgrades since the last assessment that will enable the community to modify existing MPA/CPA zones

No

Training Program:

**Does the fire department train with the SP103, Air attack module package?

Yes

Has the fire department received SP230 training?

No

Temagami Fire Chief & 1 captain has had prior training

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 (Mitigation and Prevention):

FireSmart:

3

Does the community have an existing wildland fire prevention or mitigation plan?	If yes
indicate plan type in comments.	
	No

Does the community have a Community Wildland Fire Protection Plan?

No

exploring options, Fire Smart presentation by MNR to Council in late February will help determine level of support.

Enforcement:

**Has the community implemented controls through by-laws or a fire permit system to regulate burning that is consistent with the Forest Fires Prevention Act?

(If no, how is open air burning being regulated?)

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 the ability to manage and enforce the fire permit system and/or open air burning by-law? (If not, how are they enforced?)

Yes

Media:

Has the community developed a media program to promote wildland fire prevention and/or mitigation initiatives? E.g., advertising during high to extreme hazard.

No

Has the community developed their own wildland fire prevention signs or handout items to address common ignition causes?

No

Does the community conduct school wildland fire prevention and/or mitigation programs?

No

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ONLY Sign if current agreement is to be extended. If there is a new agreement, then there is no requirement to sign this document.

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

This Agreement has been reviewed will continue to be in effect from April 1, 2025 and must be reviewed every 5 year(s), unless terminated by either party in accordance with conditions listed in section 13.

Official Signatures:
Fire Management Supervisor:
Municipal Representative: Jim Sanderson

Where hard copy signatures are used: 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. Once signed all scanned records will be available digitally.

Where electronic signatures are used: All scanned records will be available digitally. The agreement review checklist once signed must be sent to the local municipality to be attached to their current agreement file. It must then also be sent via email to the Regional Fire Advisor. The Regional Fire Advisor will forward the signed checklist to Sault Ste. Marie for filing and record keeping. Once signed all scanned records will be available digitally.