

Agenda

Special Open Meeting of Council

Township of The North Shore

Thursday, March 24, 2011

7:00 PM

Municipal Office, Algoma Mills

1. CALL TO ORDER
2. DISCLOSURES OF PECUNIARY INTEREST
3. PURPOSE
 - (a) Renewal of Municipal Forest Fire Management Agreement with Ministry of Natural Resources with respect to the prevention and control of grass, brush, and forest fires.
 - (b) Preliminary meeting with members of the Services Review Committee to review the role of the committee.
4. MOTIONS ARISING FROM PURPOSE OF MEETING
5. ADJOURNMENT

Ministry of Natural Resources

Ralph Wheeler
Director
Aviation, Forest Fire and Emergency
Services (AFFES)

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

Ministère des Richesses naturelles

Ralph Wheeler, directeur
Services d'urgence, d'aviation et de
lutte contre les feux de forêt
(SUALFF)

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Sault Ste. Marie ON P6A 6V5
Tél.: 705-945-5937



January 27, 2011

TO: Municipalities with Municipal Forest Fire Management Agreements

Dear Sir/Madame:

RE: Forest Fire Management Agreement Review

By working together, municipalities and the Ministry of Natural Resources (MNR) provide the residents of Ontario with high quality forest fire protection services. The current Forest Fire Management Agreements we are using to support our work together were first implemented in 1998, with only minor changes in the rates charged for fire suppression services in 2001. As you can appreciate, a number of factors affecting costs for both the MNR and municipalities have changed over the past ten years.

To review this partnership and set the stage for future success, a working group was established by MNR and the Association of Municipalities of Ontario (AMO) in July 2009 to review the current agreement and address areas for improvement put forward by municipalities and the MNR. The group included representatives from six municipalities, the Association of Municipalities of Ontario, the Office of the Fire Marshal and the MNR.

In August 2010 the Working Group made a number of recommendations to update the forest fire agreements. The following items were presented to the Association of Municipalities of Ontario (AMO) at a meeting on December 2, 2010.

- Suppression rates to change from \$175.00 to \$200.00 per half hour. This brings suppression rates more in line with municipal and MNR hourly costs for fire suppression services. Rates for aircraft usage will also see modest increases to keep pace with inflation.
- Adopt a single blended rate for Comprehensive Protection Charges across the province and to phase this rate in over a six year period. This will simplify the compensation each partner receives for managing Fire Management Zones on behalf of the other level of government. Rates have been unchanged for the last ten years.
- Forest fire training standards for municipal fire fighters have been included in the revised agreement for improved safety in wildfire operations.
- CPI indexing will take effect after the six year phase in to the single rate starting in 2018.
- General language updates to the agreement document.

AMO tabled a suggestion to delay the implementation of the new CPC process until the spring of 2012 to provide appropriate advance notice for municipal budgeting.

The Minister of Natural Resources has accepted the recommendation from AMO and based on this decision will update fire suppression costs in 2011 and the new Comprehensive Protection Charges in 2012. The changes to the suppression rates are modest, considering they have not been updated since 2001, and these rate changes will benefit municipalities who respond to a fire on behalf of MNR this year.

As of April 1, 2012, all agreements will be changed over to the new single Comprehensive Protection Charge starting at \$0.95/ha and increases to costs will be phased in slowly. This change provides municipalities with a predictable, long term cost share understanding. The updated agreement language will be phased in as your agreement expires unless your municipality chooses to renew sooner, once you have reviewed the new template.

Appendix C of the legal agreement, which addresses the costs contained within the agreement, is attached to identify the rates changes being implemented beginning April 1, 2011 through to April 1, 2012.

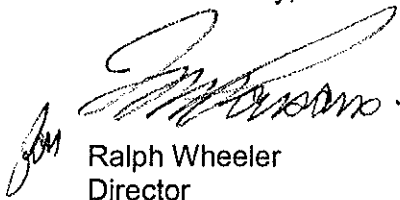
Staff from one of our Fire Management Headquarters will be contacting you in the next few weeks to provide a more detailed update on the new changes being incorporated in the municipal agreement package.

I would like to take this opportunity to thank the dedicated municipal representatives on the working group and the AMO representatives for open and honest dialogue on this topic. Through their support and guidance we have been able address municipal concerns and make key changes to provide strategic updates in support of forest fire suppression services in Ontario's communities.

The professional working relationship between municipalities, represented by your fire departments, and the MNR has been very effective at minimizing the risk and impacts to public safety and property that may result from wildland fires occurring in and around Ontario's communities. We look forward to continuing this partnership to provide value and security for the taxpayers of Ontario.

Thank you for your continued support.

Yours sincerely,



Ralph Wheeler
Director
Aviation, Forest Fire and Emergency Services

Enclosure

Tues / Thurs

Municipal Forest Fire Management Agreements

This agreement made in triplicate this 31 day of March, 2011.

BETWEEN:

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

AND

The Corporation of **Township of the North Shore** hereinafter referred to as the "Municipality"

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

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

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

Presented To:	
Spec raty Council	Mar. 24/11 Rec. _____
EDC _____	Fire _____
Other _____	
Township of The North Shore	

In this agreement,

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

PREVENTION AND COMPLIANCE

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

- d) At the request of the Municipality, the Ministry may assist in the investigation of fire occurrences where fires are of a contentious nature, and undertake prosecutions for contravention of the Forest Fires Prevention Act and its Regulations.

CROWN PROTECTION AREA

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

MUNICIPAL PROTECTION AREA

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

SUPPRESSION ACTIONS

- 5. a) Regardless of responsibilities set out in sections 3 and 4, the Municipality and the Ministry agree to begin suppression of a fire in the Crown Protection Area or Municipal Protection when either party is the agency arriving first at the fire and cost associated with such action will not be applicable until the agency responsible for that area is notified of the fire and a request for continued action is made.
- b) The Ministry will exercise its powers under section 21 of the Forest Fires Prevention Act and assume control of the fire suppression activities when it is determined in the opinion of an officer that the present suppression action has the potential to result in one or more of the following conditions:

Loss of Life

Significant loss of private property

Significant loss of public property

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

BORDER FIRES

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

PAYMENTS

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

10. a) To qualify for reimbursement, both parties must provide to each other a complete Municipal Fire Information and Cost Report as described in Appendix C within 30 days of the end of the suppression activity on each fire.
 - b) Costs incurred by the Municipality will be offset against costs incurred by the Ministry. Any balance owing to either party on November 30 of any year that this agreement is in effect, will be an amount due to that party as of that date.
11. The Municipality and Ministry agree, at their own expense, to investigate the cause and origin of fires in the Municipal and Crown Protection Areas, respectively, and provide annual reports to each other of the fire activity within the municipality, on or before November 30th of each year that this agreement is in effect.

INDEMNITY

12. a) The Ministry agrees to indemnify and save harmless the Municipality, its officers, servants, and agents from and against all claims, demands, costs, actions, causes of action, expenses whatsoever which may be taken or made against them by or any of them for any loss, damage, or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Ministry, her servants or agents in relation to fire suppression activity undertaken by the Ministry at the request of the Municipality, pursuant to this agreement.
- b) The Municipality agrees to indemnify and save harmless the Ministry, its officers, servants, and agents from and against all claims, demands, costs, actions, causes of action, expenses whatsoever which may be taken or made against them by or any of them for any loss, damage, or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Municipality, her servants or agents in relation to fire suppression activity undertaken by the Municipality at the request of the Ministry, pursuant to this agreement.
- c) The Municipality agrees that fire fighters employed by the Municipality or volunteering to the Municipality are employees of the Municipality for the purposes of benefits under the Workplace Safety and Insurance Board whether working on Crown Land or private land, in the Crown Protection Area or the Municipal Protection Area.
- d) The Crown agrees that fire fighters employed by the Crown or volunteering to the Crown are employees of the Crown for the purposes of benefits under the Workplace Safety and Insurance Board whether working on Crown Land or private land, in the Crown Protection Area or the Municipal Protection Area.
- e) The parties agree each is responsible for damage or loss of owned vehicles or equipment used in fire fighting under this agreement and that rates described in Appendix "C" include recovery of costs for normal wear and tear on fire fighting vehicles and equipment, as well as the cost of repair of periodic breakage or accidental damage.

TERMS and RENEWAL

13. a) This agreement supersedes and replaces any prior agreements between the parties with respect to the prevention and control of grass, brush and forest fires.
- b) Subject to paragraph c), this Agreement can be terminated by either party upon 30 days written notice during the months of October to March.
- c) The Ministry will provide to the Municipality, in writing, changes to charges and rates described in Appendix "B" and "C" by February 1 of every year.
- d) This agreement will be in force from April 1, 2011, up to and including March 31, 2012.

NOTE: Clause 14 only to be included where applicable.

UNINCORPORATED TERRITORY

14. a) The Municipality and the Ministry agree that the land in the Unincorporated Territory as set out in Appendix "D" will form part of this agreement.
- b) The Ministry agrees to pay the Comprehensive Protection Charge for all land, whether private or crown land, described in paragraph 14(a).
- c) The Municipality agrees that it will pass any and all by-laws required to allow the municipal fire department to leave their municipality to suppress fires in the unincorporated territory.

The Ministry, at its expense, agrees that it will be responsible for all prevention activities carried out in the unincorporated territories.

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Year: 2011 To 2012

Agreement in effect from

Township of North Shore

Per Hectare CPC Rate \$0.91

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area			Crown Protection Area			Total	
		Hectares	Rate	Factor	Cost	Hectares	Rate		Factor
Comprehensive		CROWN PAYS			MUNICIPALITY PAYS			Hectares	
Protection Charge		Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost
Unalienated Crown Land	Crown does not pay Municipal Taxes	190	\$0.91	100%	172.90	17,562	\$0.91		17,752
Provincial Parks	Crown pays grants to Municipalities		\$0.91	100%	-		\$0.91		0
Patented Land (Residential/farm, Farmlands, Multi-Residential, Commercial, Industrial) ----- Federal Lands	Municipal Taxpayers based on Assessment; Patented Crown Land where Crown gives grants in lieu of taxes ----- Federal Gov't pays Grants in lieu of taxes to Municipality	2,567	\$0.91			2,385	\$0.91	100%	2,170.55
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land		\$0.91				\$0.91	50%	0
Patent Mining Lands (Crown has Full Timber Rights) Patented after March 26, 1918	Unit Class of M.L. (Mining lands) with a Tax Rate of C. (Commercial) ----- Owner pays some taxes to municipality but has no interest above ground		\$0.91	100%			\$0.91		0
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under INAC or other agreement		\$0.91	100%			\$0.91		0
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R. gives Grant for significant conservation Lands)		\$0.91				\$0.91		0
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province		\$0.91	100%			\$0.91		0
TOTALS		2,757			172.90	19,947			\$ 2,170.55
		Crown Owes the Municipality			\$0.00	Municipality Owes the Crown			\$1,997.45

Appendix C

Municipal Fire Agreement Rates to / from Municipalities
Valid for 2011

	Assistance Under Agreement
<p>Comprehensive Protection Charges (CPC)</p> <p>CPC fees will be adjusted annually by the All Items CPI for Ontario from the period of September to September. Rates will be updated by Feb. 28 each year.</p>	<p>For 2011 CPC rates will remain unchanged.</p> <p>Starting April 1, 2012 a CPC rate increase will be phased in over the next 5 years until it reaches \$1.29/ha. Incremental rate increases are as follows; (0.95, 1.04, 1.12, 1.21, 1.29)</p> <p>In 2017 the CPC will be increased by averaging the 5 years prior CPI rates capped to a maximum increase of 4%</p> <p>In 2018 the CPC rate will increase annually by the CPI process.</p>
<p>Ground Suppression Services</p> <p>Manpower Units Apparatus Units</p> <p>Manpower 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 • \$690.00 per fire or • \$200.00 per half hour (30 min) for each; • Manpower Unit = 8 staff plus suppression gear • Apparatus Unit = Fire service vehicle with maximum 4 staff <p>Personnel must be affixed to an Apparatus Unit prior to forming personnel units.</p> <p><u>NO</u> charges for helicopter if only used to deliver and pickup crews.</p> <p>Apparatus” means a Fire service vehicle that carries firefighting personnel and/or equipment (includes pumps, 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>2011 Rates</p> <p>CL415 Dispatch Fee = \$3350.00 Hourly rate = \$3010.00</p>

<p>Air tanker fees are set annually by the MNR and will be updated by April 30 each year.</p> <p>Air tanker support charges are only for time over the fire.</p>	<p>Twin Otter</p> <p>Dispatch Fee = \$1625.00 Hourly rate = \$1010.00</p> <p>Birddog</p> <p>Hourly rate = \$1160.00</p>
<p>Helicopter</p> <p>Helicopter rates are set annually by the MNR and will be updated by April 30 each year.</p> <p>No charge if used just to transport MNR crews to fire</p> <p>Municipalities that rent aircraft for fire operations must submit rental invoices</p>	<p>Contract Helicopters Rates 2011</p> <p>Light \$1210.00 per hour , Intermediate \$1790.00 per hour, Medium \$3170.00 per hour , Heavy (calculated at time of hire)</p> <p>(flying calculated as "time over fire" only)</p> <p>Aircraft rental fees by the Municipality must be supported by the aircraft invoice.</p>
<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>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

Suppression Agreement Renewal Checklist

Name of Community

Fire Management Area:

Date Reviewed:

AFFES Staff Representative:

Municipal Representative:

1. Community Evaluation:

Infrastructure Development:

Has any new infrastructure been developed that extends into a CPA zone?

Select

Has there been any new cottage subdivision areas developed?

Select

Road Network Expansion:

Have any new roads been constructed allowing access for community Resources into CPA area?

Select

CPA/MPA Zones:

Have there been changes to the current Appendix B figures? If there is, provide an explanation for the changes.

Select

Has there been a general review of all CPA/MPA zones to improve existing boundary lines and reduce the amount of land managed by the MNR.

Select

2. Risk Analysis:

Forest Fuels:

Has any storm or insect damage occurred within an MPA area that should be reviewed to determine if a boundary change is required? Select

Has a storm or insect damaged area hazard been mitigated that can now be re-established as an MPA area? Select

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

Has the community conducted a risk assessment for a capabilities analysis of their fire services for the MPA zones? Select

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 Select

Operations:

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

Equipment:

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

Has there been any wildland fire equipment upgrades since the assessment that will enable the community to modify existing MPA zones Select

Training Program:

Has the municipality received the new SP103, Air attack module package and Copyright licence. What year did they received the package Select

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? Select

Mutual Aid:

Is there an opportunity for the community to enter into a mutual aid arrangement to provide protection services in a CPA area? Select

4. Fire Education/Prevention:

FireSmart:

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

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

During this renewal review, has the community presented a new FireSmart plan with new mitigation targets established? Select

Enforcement:

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

Select

Does the community have a by-law enforcement officer?

Select

Media:

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

Select



***INTER-AGENCY
FIRE RESPONSE
OPERATING GUIDELINES***

FORWARD

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

DEFINITIONS

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

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

RESPONSIBILITY FOR FIRES

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

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

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

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

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

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

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

AUTHORITY OVER RESOURCES

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

INITIAL ARRIVAL AT A FIRE

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

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

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

INCIDENT COMMAND

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

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

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

Table 1: Factors used to determine Level of Operation

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

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

AIR OPERATIONS

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

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

AIR ATTACK

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

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

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

Lone Wolf Operations

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

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

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

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

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

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

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

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

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

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

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

TRAINING

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

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

**THE CORPORATION OF
THE TOWNSHIP OF THE NORTH SHORE**

BY-LAW 11-12

Being a by-law to authorize the Mayor and Clerk
to execute an agreement between
the Ministry of Natural Resources
and the
Township of The North Shore
for
Municipal Forest Fire Management Services

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

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

NOW THEREFORE BE IT RESOLVED THAT The Corporation of the Township of The North Shore enacts as follows:

- (1) The Mayor and Clerk are hereby authorized to execute this municipal forest fire management agreement between the Ministry of Natural Resources and The Corporation of the Township of The North Shore as per Schedule A attached hereto and forming part of this by-law.
- (2) This agreement will be in force from April 1, 2011, up to and including March 31, 2012.
- (3) By-law 06-08 is hereby repealed.

Read a first, second and third time enacted and passed with 24th day of March 2011.

Randi Condie, Mayor

Nancy Milne, Clerk

