

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2009-8

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the Ministry of Natural Resources and the Corporation of the Township of Prince regarding forest fire protection services.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Agreement between the Ministry of Natural Resources and the Corporation of the Township of Prince, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 14th day of April, 2009.


Reeve


CAO/Administrator

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.

- 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.

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, 2009, up to and including March 31, 2010.

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

SIGNED, SEALED AND DELIVERED
In the presence of

HER Majesty THE QUEEN
In right of Ontario

As to execution by
Ralph Wheeler Director,
Aviation and Forest Fire Management Branch

Ralph Wheeler, Director
Aviation and Forest Fire Management Branch

As authorized by the Minister of Natural
Resources for the Province of Ontario

THE

By: *[Signature]*
Position Reeve

And: *[Signature]*
Position CAO/Administrator

67516







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PRINCE TOWNSHIP

Legend

-  CPA
-  Geographic Township
- Land Ownership**
-  Crown Land
-  Federal Land, Indian Reserve
-  Private Land
-  PRINCE WIND FARM

1,200 600 0 1,200 Meters

1:80,000

68515

69515

Hill Road
Walls Lake Road
Marshall Drive
Heywood
Mountain View Dr
Walls Road
Spatruck Drive

Red Rock Road
Creek Road

Prince Road

Highway 550

Baseline

Airport Road

Third Line

Town Line

Appendix C

FIRE FIGHTING COST COLLECTION to / from MUNICIPALITIES

The following Table Applies When:

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

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

Municipal Agreement Fire Information and Cost Report

Part II

Invoice Date _____ Invoice Number _____
 Border Fire dd-mm-yyyy Requested Response _____ Sec. 5(b) _____
 Assistance Requested by _____ To _____

A. Personnel / Apparatus

(i.) Flat Rate for Response/False Alarm (min. amount paid out for an approved response) \$600.00 _____

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

Half hour per number of apparatus _____ x _____ = \$175.00

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

Sub-total must be >\$600.00 Sub-total _____

Reimbursement claimed (greater of i or ii) Total _____

B. Aircraft

CL215 / 415 Dispatch Fee \$2,900.00 x # of Aircraft _____ = _____

Flying Rate \$2,900.00 x Total Hours _____ = _____

Twin Otter Dispatch Fee \$1,390.00 x # of Aircraft _____ = _____

Flying Rate \$1,390.00 x Total Hours _____ = _____

Birdog Flying Rate \$550.00 x Total Hours _____ = _____

Helicopters

of Light _____ x Total Hours _____ = _____

of Intermediate _____ x Total Hours _____ = _____

of Medium _____ x Total Hours _____ = _____

of Heavy _____ x Total Hours _____ = _____

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

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

Total Other Expenditures _____

Certified Accurate, Complete and True

Total of A, B and C _____

Signature of Authorized Representative _____

