

THE CORPORATION OF THE TOWNSHIP OF CHAPPLE (the "Municipality") By-Law 1848

BEING a By-Law of the Corporation of the Township of Chapple to authorize the execution of an agreement:

BETWEEN: His Majesty the King in Right of Ontario as represented by the Minister of the Natural Resources (MNR)

AND **The Township of Chapple**

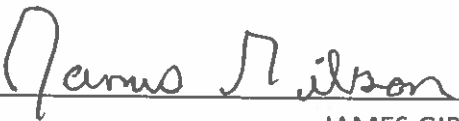
WHEREAS the Municipality, being located in a fire region, is responsible to extinguish at its expense Fires within its limits pursuant to Section 21(1) of the Forest Fires Prevention Act, R.S.O. 1990, c. F-24, and its regulations (hereinafter referred to as "FFPA", as amended or replaced from time to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

NOW THEREFORE BE IT RESOLVED that the Municipal Council of Corporation of the Township of Chapple **HEREBY ENACTS** as follows:

1. **THAT** the Corporation of the Township of Chapple enter into an Agreement with His Majesty the King in Right of Ontario as represented by the Minister of Natural Resources and the said contract shall be in the form of Schedule "A" attached hereto and forming part of this by-law.
2. **THAT** the Reeve and CAO/Clerk-Treasurer are hereby authorized to execute such Agreement.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF MARCH 2025.



JAMES GIBSON, REEVE



CINDY NIELSON, CAO/CLERK-TREASURER

This Municipal Forest Fire Management Agreement (hereinafter referred to as “Agreement”) made in duplicate this **26** day of **February, 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 **The Township of Chapple**
(hereinafter referred to as the “Municipality”)

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

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

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

DEFINITIONS

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

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

FIRE PREVENTION AND COMPLIANCE

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

ANNUAL FIRE SUMMARY

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

CHANGES TO CROWN PROTECTION AREA AND MUNICIPAL PROTECTION AREA

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

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

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

TRAINING REQUIREMENTS

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

BORDER FIRES

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

DISPUTES

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

CONCURRENT CALLS

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

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

PAYMENTS

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

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

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

- e) If applicable, the Ministry shall also pay to the Municipality, CPC fees as set out in Appendix "A" for all land, whether private or Crown land, in an Unincorporated Territory area deemed to be included in the MPA according to the terms of this agreement pursuant to sub paragraph 4 b).
11. a) To qualify for payment according to the applicable rate(s) and fee(s) in Appendix "C" for services provided under the Agreement, a party must provide the other party with a completed Municipal Fire Information and Cost Report (Form 210), a copy of which is attached hereto as Appendix "E" and forms part hereof, within 30 days of the end of the suppression activity on each Fire actioned.
- b) Amounts payable by the Municipality to the Ministry based on applicable rates and fees in Appendix "C" will be offset against amounts payable by the Ministry to the Municipality based on applicable rates and fees in Appendix "C" for each Fire Season. Any balance owing to either party on November 30 of each year that this Agreement is in effect will be an amount due to that party as of that date and shall be payable within thirty (30) days of receipt of an invoice from that party.

INDEMNITY

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

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

TERM AND TERMINATION; RENEWALS

- 13.a) This Agreement shall commence April 1, 2025 and must be reviewed every 1 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.

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 **the Township of Chapple**

Date: _____

By: 

Position: **Reeve**

Name: **James Gibson**

By: 

Position: **CAO Clerk-Treasurer**

Name: **Cindy Nielson**

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Municipality Chapple Agreement Review Period Year: 2023 To 2026
 Per Hectare CPC Rate \$1.56 CPC Year: 2025 CPI Increase 1.90%

LAND CLASS		TAXATION/REVENUE SITUATION	Municipal Protection Area				Crown Protection Area				Total
Comprehensive Protection Charge			CROWN PAYS				MUNICIPALITY PAYS				Hectares
			Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	By Type
Unalienated Crown Land		Crown does not pay Municipal Taxes	4,023	\$1.56	100%	6,276.38	4,979	\$1.56		-	9,003
Provincial Parks/Conservation Reserve		Crown pays grants to Municipalities		\$1.56	100%	-		\$1.56		-	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	42,246	\$1.56		-	3,614	\$1.56	100%	5,638.50	45,861
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. (Commercial) ----- 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	64	\$1.56	100%	100.59		\$1.56		-	64
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			46,334			6,376.97	8,594		\$ 5,638.50		\$4,928
NOT AN INVOICE			Crown Owes the Municipality			\$738.47	Municipality Owes the Crown			\$0.00	

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

Appendix “B”

Municipality Map

(illustrating the Crown Protection Area and Municipal Protection Area)

[NTD. client to insert]

Appendix C

Municipal Fire Agreement Rates to / from Municipalities

[NTD. client to insert]

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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

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

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

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

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

BORDER FIRES

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

DISPUTES

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

CONCURRENT CALLS

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

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

PAYMENTS

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

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

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

- e) If applicable, the Ministry shall also pay to the Municipality, CPC fees as set out in Appendix "A" for all land, whether private or Crown land, in an Unincorporated Territory area deemed to be included in the MPA according to the terms of this agreement pursuant to sub paragraph 4 b).
11. a) To qualify for payment according to the applicable rate(s) and fee(s) in Appendix "C" for services provided under the Agreement, a party must provide the other party with a completed Municipal Fire Information and Cost Report (Form 210), a copy of which is attached hereto as Appendix "E" and forms part hereof, within 30 days of the end of the suppression activity on each Fire actioned.
- b) Amounts payable by the Municipality to the Ministry based on applicable rates and fees in Appendix "C" will be offset against amounts payable by the Ministry to the Municipality based on applicable rates and fees in Appendix "C" for each Fire Season. Any balance owing to either party on November 30 of each year that this Agreement is in effect will be an amount due to that party as of that date and shall be payable within thirty (30) days of receipt of an invoice from that party.

INDEMNITY

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

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

TERM AND TERMINATION; RENEWALS

- 13.a) This Agreement shall commence April 1, 2025 and must be reviewed every 1 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:

March 24, 2025

By:



Director, Aviation, Forest Fires and Emergency
Services

Provincial Services Division

Name Chris Cuthbertson
(Pursuant to delegated authority)

The Corporation of **the Township of Chapple**

Date:

Feb. 27, 2025

By:



Position: **Reeve**

Name: **James Gibson**

By:



Position: **CAO Clerk-Treasurer**

Name: **Cindy Nielson**

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Municipality

Chapple

Agreement Review Period

Year: 2023 To 2026

Per Hectare CPC Rate

\$1.56

CPC Year:

2025 CPI Increase 1.90%

LAND CLASS		TAXATION/REVENUE SITUATION				Municipal Protection Area				Crown Protection Area				Total
Comprehensive			CROWN PAYS			MUNICIPALITY PAYS			Hectares					
Protection Charge			Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	By Type			
Unalienated Crown Land		Crown does not pay Municipal Taxes	4,023	\$1.56	100%	6,276.38	4,979	\$1.56		-	9,003			
Provincial Parks/Conservation Reserve		Crown pays grants to Municipalities		\$1.56	100%	-		\$1.56		-	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	42,246	\$1.56		-	3,614	\$1.56	100%	5,638.50	45,861			
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) <u>Patented after March 26, 1918</u>		Unit Class of M L (Mining lands) with a Tax Rate of C. (Commercial) ----- Owner pays some taxes to municipality but has no interest above ground		\$1.56	100%	-		\$1.56		-	0			
Federal Lands and Indian Reserves		Federal Government pays Ontario for Fire Protection under INAC or other agreement	64	\$1.56	100%	100.59		\$1.56		-	64			
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			46,334			6,376.97	8,594			\$ 5,638.50	54,928			
NOT AN INVOICE			Crown Owes the Municipality				\$738.47	Municipality Owes the Crown				\$0.00		

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

Appendix “B”

Municipality Map

(illustrating the Crown Protection Area and Municipal Protection Area)

[NTD. client to insert]

Township of Chappel Agreement Areas



Information

Fire Management Area
Fort Frances

Map Revision Date
January 23, 2025

Agreement Area(s) Revision Date
January 23, 2025

Legend

- Community
- Communication Line
- Hydro Line
- Natural Gas Pipeline
- Status Unknown
- Discontinued
- Operational
- Highway
- Local
- Resource / Recreation
- Stream
- Township of Chappel
- First Nation Reserve
- Provincial Park
- CPA
- MPA
- Fire Index
- Fire Block
- Wetland
- Waterbody



1:40,000

1 inch equals 1,016 meters



This document, Map of the Township of Chappel, is a planning document for the Township of Chappel and is not intended to be used for any other purpose. It is not a legal document and does not create any legal rights or obligations. It is the property of the Township of Chappel and is to be kept confidential. It is not to be distributed outside the Township of Chappel without the written consent of the Township of Chappel. It is not to be used for any other purpose without the written consent of the Township of Chappel.

Appendix C

Municipal Fire Agreement Rates to / from Municipalities

[NTD. client to insert]

Appendix C

Municipal Forest Fire Agreement Rates to / from Municipalities Valid for 2025

	Assistance Under Agreement
<p>Comprehensive Protection Charges (CPC)</p> <p>The new CPC rate system started April 1, 2013</p> <p>CPI rates are capped to a maximum increase of 4%</p> <p>CPC Invoices must be sent in <u>after April 1</u> for the current fire year</p>	<p>CPC rates adjustments are applied April 1 of each year.</p> <p>CPC rates increase Sept 2023 – Sept 2024 = 1.9%</p> <p>2025 CPC fee = 1.56</p>
<p>Ground Suppression Services</p> <p>Personnel Units Apparatus Units</p> <p>Personnel and Apparatus Units are annually adjusted by the Consumer Price Index for Ontario (All Products) from the period of September to September. Rates will be updated by Feb. 28 each year.</p>	<ul style="list-style-type: none"> • Flat Rate/False Alarm • \$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 <u>maximum</u> 1 Fire Crew (4-6 people), includes suppression gear. Must assign staff to vehicle first before forming personnel units. <p><u>Personnel must be affixed to an Apparatus Unit</u> prior to forming personnel units.</p> <p><u>NO</u> charges for helicopter if only used to deliver, pickup or service crews. Helicopter is not an apparatus.</p> <p>Apparatus” means a Fire service vehicle that carries firefighting personnel and/or equipment (includes pumpers, tankers, boats, Fire response vehicles that are designed to carry portable/firefighting equipment).</p>

<p>Air tankers and Birddog</p> <p>CL215/415 and Twin Otters</p> <p>Air tanker fees are set annually by the MNRF.</p> <p>Air tanker support charges are only for time over the fire.</p>	<p>2025 Rates</p> <p>CL415 Dispatch Fee = \$3,431.50 Hourly rate = \$6,863.00</p> <p>Twin Otter Dispatch Fee = \$908.85 Hourly rate = \$1,817.70</p> <p>Birddog Hourly rate = \$2,635.22</p>
<p>Helicopter</p> <p>Helicopter rates are set annually by the MNRF Aviation Services.</p> <p>No charge if used just to transport MNRF crews to fire</p> <p>Municipalities that rent aircraft for fire operations must submit rental invoices</p>	<p>2025 Helicopters Rates</p> <p>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)</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>Other Agencies Form 210 Total can be included here on joint operations.</p>	<p>As per approved response plan for a specific fire; the following expenses can be considered;</p> <ul style="list-style-type: none"> • Heavy equipment • Base camp operations and infrastructure support, accommodations • Incident Command Trailers • Support equipment; boats, ATV's, trailers that fall outside normal fire apparatus <p>Form 210 Part 2</p>

Appendix “D”

Inter-Agency Fire Response Operating Guidelines

[NTD. client to insert]



INTER-AGENCY FIRE RESPONSE OPERATING GUIDELINES

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

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.

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.

Appendix “E”

Municipal Fire Information and Cost Report (Form 210)

[NTD. client to insert]

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

Issued to			Date:		
				yyyy-mm-dd	
Address					
Fire Numbers:	Municipal #		MNR #		
Fire Reported to Municipality	Date:		Time:		
		yyyy-mm-dd		hh:mm	
Fire Reported to MNR	Date:		Time:		
		yyy-mm-dd		hh:mm	
Zone		Basemap		Block	or
Lot		Concession		Surveyed Township	
Initial Response Group			Fire Cause		
Assistance Requested by			To		
Fuel Type			MPA/CPA/Border Fire		
Hectares Burned	Crown land		Private land		
Source of Ignition			Responsible Group		
Fire Start:	Date:		Time:		
		yyyy-mm-dd		hh:mm	
Initial Fire Size (ha):			Final Fire Size (ha):		
Fire Out:	Date:		Time:		
		yyyy-mm-dd		hh:mm	
Incident Commander			Phone Number		

Municipal Fire Information Description Codes Page 4

Municipal Fire Agreement Cost Report Form 210

Part I

Fire Number (MNR/Municipal):		Start Date		Out Date	
			yyyy-mm-dd		yyyy-mm-dd
Fire Cause		Municipality			
Zn-Basemap-Block		MPA/CPA or		Final Size	
or lot and conc		Border Fire		(ha)	
Enter Ha only if Border Fire		CPA (Ha)		MPA (Ha)	
Assistance Requested by		To			

A. Personnel / Apparatus

(i.) Flat Rate for Response/False Alarm (min. amount paid out for a response)	\$930.59			
(ii.) Half hour per number of apparatus input max. number of units on fire at one time	# apparatus units		x \$272.23	
Half hour on fire per units of 8 or less people input max. number of units on fire at one time	# personnel units		x \$272.23	
People must be assigned to apparatus prior to forming personnel units (4staff/apparatus)	Sub-total must be >\$913.24	Sub-total		
Reimbursement claimed (greater of i or ii)		Total		

B. Aircraft

Air fees only for time over fire. No helitak fee for delivery, pick up or servicing 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		
Birdog	Flying Rate	\$2,635.22	x Total Hours		
Helicopters	# of Light		x Total Hours		
		ACIMS			
	# of Intermediate	\$1,914.23	x Total Hours		
	# of Medium	\$2,701.44	x Total Hours		
	# of Heavy		x Total Hours		
		ACIMS			

See Appendix C in municipal agreement for detailed aircraft information or Refer to
Guidelines for Fire Information and Costing in Municipalities

Total Aircraft Costs

C. Other Expenditures Approved in Suppression Plan (Appendix C descriptions)
(Attach description of expenses and invoices)

	Total Other Expenditures	
Municipalities process invoice using total of A,B and C	Grand Total (A+ B + C)	
(For joint Fire Operations Enter MNR + Municipal Costs Non-border fire only)	MNR	Municipal

Part II MNR Only**Municipal Fire Agreement Cost Report Form 210**

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

Border fire costs are calculated automatically if CPA/MPA has been entered in Part I

MNR/Municipal fire cost data must be input using **Agency's Grand Total (A+B+C) Costs Part 1.**

MNR USE ONLY					
Municipal Agreement Fire Information and Cost Report Form 210					Part II
Calculation of Border Fire Costs					
Agency Responsible	Hectares Burned	% of Area Burned	Agency's Total Costs	Responsible For	Agency to be billed for
Ministry C.P.A.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Municipality M.P.A.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTALS	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Amount Re-imbursed to Municipality				<input type="text"/>	
Amount to be Invoiced to Municipality				<input type="text"/>	

Part III MNR Only**Municipal Fire Agreement Cost Report Form 210****Contents of Form**

Prepared by:	(Print)	(Sign)	(Date)
Certified True and Correct by:	(Print)	(Sign)	(Date)

Recommendations Re: Collection Costs

Ministry to Assume Total Cost	<input type="checkbox"/>	
Rationale attached when required	<input type="checkbox"/>	
Issue Invoice to Responsible Party	<input type="checkbox"/>	To: <input type="text"/>
Include Address in Comments Section	<input type="checkbox"/>	
Refer to Court	<input type="checkbox"/>	

Municipal Costing Options (Processed at the end of fire season using end of year reconciliation process)

No re-imbursment or invoicing required	<input type="checkbox"/>	
Municipality Owed	<input type="checkbox"/>	Amount: <input type="text"/>
Ministry Owed	<input type="checkbox"/>	Amount: <input type="text"/>

Signature Block

Recommended by:	(Print)	(Sign)	(Date)
Reviewed by: (Prov. Coordinator)	(Print)	(Sign)	(Date)
Approver:	(Print)	(Sign)	(Date)

Comments

--

Municipal Fire Information Descriptions**Fire Cause - 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	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 Industry Employee	CRO	Commercial Resort Owner
POE	Power Industry Employee	PRO	Prospector
ANG	Angler	RTC	RR Train Crew
MIS	Miscellaneous	UNK	Unknown

Appendix “F”

Agreement Review Checklist

[NTD. client to insert]

Appendix F
Agreement Review Checklist
(To be completed by MNR)

Name of Community The Township of Chapple

Fire Management Area: Fort Frances

Date Reviewed: Feb 27th, 2025

MNR Person Completing Review: Josh Leatherdale

Note: ** Next to a question indicates that a 'Yes' answer is required to ensure compliance with the Agreement standards. If the answer is 'No' please contact your Regional Fire Advisor.

Does the community prefer to proceed with the paper hard copy signature process, or would they prefer to proceed with electronic signatures?

- ☐ Electronic Signatures
☒ Hard Copy Signatures

1. Community Evaluation:

Infrastructure Development:

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

Has there been any new cottage subdivision areas developed? No

Road Network Expansion:

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

CPA/MPA:

Will there be changes to the current agreement CPA/MPA land classifications (Appendix A)? If yes, provide an explanation for the changes. (Note: If there are changes, a new agreement is required) No

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

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? N/A

Fire Department Radio System:

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

4. Fire Education (Mitigation and Prevention):

FireSmart:

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

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 1 year(s), unless terminated by either party in accordance with conditions listed in section 13.

Official Signatures:

Fire Management Supervisor: _____

Municipal Representative: _____

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.

Appendix “G”

Annual Fire Summary

[NTD. client to insert]

Fire Department Assessment Sheet - 2025

Name of Community: Township of Chapple

Date Completed: 28/02/2025

Completed By: Josh Leatherdale

Fire Department/Agency Information:	Fire Stn 1 (Insert Stn I.D.)	Fire Stn 2 (Insert Stn I.D.)	Fire Stn 3 (Insert Stn I.D.)
Station/Department Name:	Chapple FD		
Wildland Fire Calls: (insert year)			
10 Year Average Wildland Fire Calls:			
Personnel:			
Municipal/Fire Agency Chief	0		
District Chiefs	0		
Training Officer	0		
Captains	4		
Lieutenants			
Fire Fighters	11		
Other:			
Wildland Fire Training:	SP103: 15	SP103:	SP103:
	Air Attack: 15	Air Attack:	Air Attack:
	SP230: 1	SP230:	SP230:
Personnel Availability			
Weekdays 11 to 18:00 hrs			
Weekend Availability			
Overnight Availability			
Dispatch Time to Respond to Wildland fire Call (Estimate)	15 min		
Fire Hall Monitor MNR Indices:	yes		
Apparatus			
Specialized Fire Vehicle			
Engines/Pumpers	Tandem 3000 Gallon Single Axle 800 Gallon	Insert Type	Insert Type
Water Tenders/Tankers	Tandam 2700 Gallon	Types and Gallons	Types and Gallons
Off Road 4x4, or light transport vehicle	1 4x4 GMC truck		
ATV			
Fire Boat			
Trailers. IC Command Post			
Other:			
Fire Line Equipment			
Forestry Hose – (feet)	3000		
Portable Fire Pumps	4		
Port-a-Tank	2		
Shovels			
Pulaski			
Rakes			
Backpack Water Can	3		
Chainsaws			
Heavy Equipment Rental Available			
Other:			