

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2024 - 23

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT FOR THE
MUTUAL AND AUTOMATIC AID PLAN AND PROGRAM WITH THE CORPORATION OF THE TOWNSHIP OF
MCKELLAR**

WHEREAS Section 20 (1) (2) of the Municipal Act 2001 S.O. 2001, Chapter 25, authorizes a municipality to enter into a joint agreement with one or more municipalities;

AND WHEREAS the Municipality of Magnetawan wishes to enter in an Agreement with The Corporation of the Township of McKellar to provide Mutual and Automatic Aid Plan and Program;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ENACTS AS FOLLOWS:

1. The Municipality of Magnetawan Fire Department is hereby authorized to leave the limits of the Municipality, at the discretion of the Municipality of Magnetawan Fire Chief or their designate to respond to calls for the assistance from the Township of McKellar Fire Department on a reciprocal basis;
2. The Mayor and Clerk are hereby authorized to execute the Agreement, substantially in the format attached.
3. That By-law 2023-20 and any previously conflicting by-laws are hereby repealed.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 22nd day of May, 2024

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk



THIS LETTER OF UNDERSTANDING ("LOU") is made as of the day of May 2024 (the "Effective Date").

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR
(hereafter, "McKellar")

AND:

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter, "Magnetawan")

WHEREAS Magnetawan did not renew the Mutual and Automatic Aid Plan and Program with the South-West Parry Sound District in April 2020; and

WHEREAS McKellar and Magnetawan share a substantial Municipal border and have no current agreement for mutual aid; and

WHEREAS Magnetawan is replacing the Orange Valley Bridge in 2024 requiring a full road closure of arterial roads that could dramatically impact emergency response vehicle times; and

WHEREAS a similar LOU was signed in May of 2023 when McKellar replaced the Inholmes Bridge; and

WHEREAS both Municipalities are entering into this LOU to ensure standard response times are within the allowable limits, in addition to outlining the details of the responsibility and liability of the Municipalities;

NOW THEREFORE, in consideration of the previous mutual covenants and agreements contained herein, hereby acknowledged by the parties, the parties hereto agree as follows:

1. **THAT** this LOU shall commence on the effective date and expire on December 31, 2024 with the understanding that a new agreement shall be executed in the future;
2. **THAT** the responsibility and liability of each Municipality are outlined in the attached Schedule 'A' "Mutual and Automatic Aid Plan and Program for the South-West Parry Sound District Issued: 2015" that forms a part of this LOU.

IN WITNESS WHEREOF, the parties have entered into this LOU as of the Effective Date.

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Per: Karlee Britton
Karlee Britton
Acting Clerk/Administrator

Per: David Moore
David Moore
Mayor

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Per: Kerstin Vroom
Kerstin Vroom
CAO/Clerk

Per: Sam Dunnett
Sam Dunnett
Mayor



**Schedule "A" to the LOU between
McKellar and Magnetawan**

**Mutual and Automatic Aid Plan and Program for the South-West Parry Sound District
Issued: 2015**



Office of the Fire Marshal

Mutual and Automatic Aid Plan and Program

for the

South-West Parry Sound District

Fire Co-ordinator Brian Leduc
McDougall Fire Department

Assistant Fire Co-ordinator Dave Thompson
Parry Sound Fire Department

Issue Date: 2015

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Foreword

This attached mutual aid plan and program and accompanying appendices were developed by the Office of the Fire Marshal in consultation with fire co-ordinators appointed by the Fire Marshal for the Province of Ontario to develop and coordinate county, district and region plans appropriate to local needs and circumstances.

Local county, district and region mutual aid systems will adopt the content of the plan as presented here. It will, however, be necessary for the participants to determine locally if the county, district or region mutual aid plan will include the automatic aid, hazardous materials and/or extrication program in the base document. In such cases it will be necessary to identify, within the plan, the participants in the various programs.

The local fire co-ordinator will be responsible for completing the running assignments, summary of contact information and list of local resources portions of the plan and submitting them to the Office of the Fire Marshal annually or as significant changes to the plan occur. Examples of significant changes include additions and deletions of major apparatus and equipment, staffing changes with the potential to affect emergency response, changes in senior officers and changes to emergency, business and personal telephone numbers of senior officers. The Office of the Fire Marshal will maintain a central inventory of all current mutual aid plans.

Local county, district and region mutual aid plans may adopt any or all of the appendices attached to this document based on local needs and circumstances. The appendices are intended to provide a local county, district or region with the ability to attach additional information to the base document that they will assist local participants in the day-to-day application and use of the plan. There is no requirement to submit the appendices to the Office of the Fire Marshal.

Mutual Aid Associations may be in place in county, district and regions. It is clearly understood that they do not have any authority relating to the operation of municipal fire departments or the mutual aid plan.

Purpose of the Mutual Aid Plan

- To provide authority and general direction to *fire co-ordinators* for the co-ordination of *mutual aid systems* and associated *fire protection services* activated within the local county, district or region, as well as with neighbouring counties, districts or regions, inter-provincially and internationally.
- To provide clarification to municipalities of the roles and responsibilities of *fire co-ordinators* within the *mutual aid system*.
- To provide other emergency management agencies with an understanding of the *fire co-ordinators* role within the *mutual aid system*.

Authority

Fire department personnel appointed by the Fire Marshal as *fire co-ordinators* shall fulfill the duties and responsibilities as instructed by the Fire Marshal (Fire Protection and Prevention Act 1997, Section 7).

Fire co-ordinators

7. (1) *The Fire Marshal may appoint fire co-ordinators for such areas as may be designated in the appointment. 1997, c. 4, s. 7 (1).*

Duties

(2) *A fire co-ordinator shall, subject to the instructions of the Fire Marshal,*

(a) establish and maintain a mutual aid plan under which the fire departments that serve the designated area agree to assist each other in the event of an emergency; and

(b) perform such other duties as may be assigned by the Fire Marshal. 1997, c. 4, s. 7 (2); 2002, c. 18, Sched. N, s. 1

Definitions

In this document,

Acceptable - means acceptable to the *fire co-ordinator* and participating *fire chiefs* in consultation with the Office of the Fire Marshal.

Alternate Fire Co-ordinator - means the person appointed by the Fire Marshal, under the authority of the Fire Protection and Prevention Act, 1997 to act in absence of the *fire co-ordinator*.

Automatic Aid - means any agreement under which a *municipality* agrees to provide an initial response to fires, rescues and emergencies that may occur in a part of another *municipality* where a *fire department* in the *municipality* is capable of responding more quickly than any *fire department* situated in the other *municipality*; or a *municipality* agrees to provide a supplemental response to fires, rescues and emergencies that may occur in a part of another *municipality* where a *fire department* in the *municipality* is capable of providing the quickest supplemental response to fires, rescues and emergencies occurring in the part of another *municipality*

Company – means a complement of personnel operating one or more pieces of apparatus under the control of a supervisor.

Council - means the *council* of a *municipality* participating in the *mutual aid plan*.

Cover - means the *fire department* that is available to provide back-up coverage to another *fire department* that is providing *help* to another *fire department* in the event of a *mutual aid plan* activation

Fire Chief - means the person appointed by a *participant* in the *mutual aid plan* as the head of the *fire department*

Fire Co-ordinator - means the person appointed by the Fire Marshal, under the authority of the Fire Protection and Prevention Act, 1997 to co-ordinate the *mutual aid plan*, or the person appointed by the Fire Marshal to act in absence of the *fire co-ordinator*

Fire Department - means a group of firefighters authorized to provide *fire protection services* by a *municipality*, group of *municipalities* or by an agreement made under section 3 of the Fire Protection and Prevention Act.

Fire Protection Adviser - means a person employed by the Office of the Fire Marshal, Field Fire Protection Services section, to provide advice and assistance to *municipalities* and *fire departments*

Fire Protection Services - includes fire suppression, fire prevention, fire safety education, communication, training of persons involved in provision of *fire protection services*, rescue and emergency services and the delivery of all those services

First Nation Community - means a band as defined in the *Indian Act* (Canada)

Help Call - means the *fire department* that is called to assist another *fire department* in the event of a *mutual aid plan* activation

Home Fire Chief - means the *fire chief* of the *municipality*, community or area experiencing a *major emergency*

Home Fire Department - means the *fire department* of the *municipality*, community or area experiencing a *major emergency*

Incident Management System – means the program used by the county/district/region to establish a standard approach to incident management, priorities, action planning, and resource utilisation.

Major Emergency - means a situation that, in the opinion of the local *fire chief*, constitutes a danger of major proportions to life, property and/or the environment and that exceeds the capability of the local *fire department*.

Municipality – means local municipality as defined in the Municipal Act

Mutual Aid - means a program to provide/receive assistance in the case of a *major emergency* in a *municipality*, community or area.

Mutual Aid Plan or System - means the *mutual aid plan* developed under the authority of the Fire Protection and Prevention Act, 1997 and direction of the Fire Marshal to facilitate provision of *fire protection services* to the residents of a county, district or region under a co-ordinated and co-operative system.

Participant - means an organization, approved by the Fire Marshal, or a *municipality* which operates or manages a *fire department* that meets and maintains the requirements for participation in the *mutual aid plan*

Regional Operations Manager – means the person appointed by the Office of the Fire Marshal to manage a defined region within the Fire Protection Services Section under the direction of the Assistant Deputy Fire Marshal

Significant Event – means a *mutual aid activation requiring the assistance of two or more fire departments*.

Unorganized Territory - means a geographic area without municipal organization

Zone Fire Co-ordinator - means the person appointed by the Fire Marshal, under the authority of the Fire Protection and Prevention Act, 1997 to co-ordinate a geographic portion of the county, district or region *mutual aid plan* under the direction of the county, district or region *fire coordinator*.

The Principles of Operation of Mutual Aid Plans in Ontario

- To promote adequate and coordinated efforts to minimize loss of life and property and damage to the environment through efficient utilization of fire department and other resources in the event of a *mutual aid* activation during times of natural or man-made emergencies.
- To provide the organizational framework necessary to effectively manage *mutual aid* resources within a unified *incident management system*.

Mutual Aid System Components

This *mutual aid plan* embodies the action to be taken by *participants* to engage in the following program components.

1. Activate *mutual aid* during a *major emergency* where the *home fire department* is committed and/or the situation cannot be contained or controlled with available resources.
2. Activate the provincial CBRN or HUSAR response system.
3. (Optional) Activate a county, district or region *automatic aid* program.
4. (Optional) Activate a county, district or region hazardous materials support response.
5. (Optional) Activate a county, district or region extrication support response.
6. (Optional) Activate a county, district or region specialized rescue support response.

Mutual Conditions for Participation in Programs

1. Mutual Aid

- A. A request for *help* or *cover* by any other *participant* in the *mutual aid plan* takes priority over any other agreements entered into by another *participant*.
- B. The *fire chief*, or designate, may refuse to supply the requested response to occurrences if such response personnel, apparatus or equipment are required to provide *fire protection services* in the local *municipality*. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment or personnel that is responding to, or is at, the scene of a *mutual aid* activation if it is required to provide *fire protection services* in the local *municipality*. In such cases the *fire chief* must notify the *fire co-ordinator* or designate of his/her actions.
- C. The participating *fire department* must be established and regulated by a municipal by-law.

Note: Where unorganized territories, First Nation communities, or federal properties form part of the mutual aid plan, alternative authorization may be accepted.

- D. Council must confirm the *fire chief* of a municipal *fire department*, by by-law or a similar method of authorization. The Office of the Fire Marshal must appoint the *fire chief* of a *fire department* established for an *unorganized territory*.
- E. A by-law must be passed by *council* authorizing its *fire department's* participation in the *mutual aid plan*. *Fire departments serving unorganized territories* must be authorized to participate through an agreement signed by the Office of the Fire Marshal.
- F. A participating *fire department* must have adequate resources to handle day-to-day emergencies in its own jurisdiction.
- G. A participating *fire department* must be *acceptable* to:
- the *fire chief(s)* of the *fire department(s)* to be its first response for *mutual aid* assistance;
 - the *fire chief(s)* of the *fire department(s)* it will be first response to for *mutual aid* assistance; and,
 - the *fire co-ordinator*
- H. Triple combination pumpers and water tank trucks are the basic vehicles intended to be used for response. Where the *fire co-ordinator* and the *participating fire chiefs* agree rescue vehicles, aerial ladder trucks, and other specialized vehicles and/or services may be included.
- Note: This does not mean a municipality with an aerial ladder truck is obligated to make it available to a municipality that does not have one to reciprocate the service.*
- I. Home fire department personnel will be in overall command of the *mutual aid* activation and will be responsible for co-ordination of local resources and those of the responding *fire department(s)*.
- J. *Participants* in the *mutual aid* system will have adopted and implement an approved *incident management system*.
- K. *Fire chiefs* shall notify the *fire co-ordinator* of all significant changes as they occur, regarding stations, personnel, apparatus and/or equipment.
- L. Radio communication procedures shall be in accordance with principles and policies agreed upon by the participating *fire chiefs*.
- M. Minimum requirements of the Occupational Health and Safety Act must be met as it pertains to *fire departments*.
- N. *Fire chiefs* shall provide copies of agreements for fire protection to the *fire co-ordinator*, if requested by the *fire co-ordinator*.

- O. An applicant to participate in *mutual aid* that fails to meet the criteria as agreed to by the participating *fire chiefs* of the area, in conjunction with the *fire co-ordinator* and approved by the OFM *regional operations manager*, will not be accepted as a member of the *mutual aid plan*.
- P. The *fire co-ordinator* will consult with the OFM *regional operations manager* when a *participant* fails to maintain the established criteria for participation in the *mutual aid plan*. The *participant* will be given a written notice by the *fire co-ordinator* to have the deficiencies corrected. Failure to maintain the established criteria to the satisfaction of the *fire co-ordinator* and the *regional operations manager* shall result in removal from the system.
- Q. *Mutual aid* assistance is to be provided to *participants* on a reciprocal basis i.e. no costs involved.
- R. *Mutual aid* is not immediately available for areas that receive fire protection under a fire protection agreement. The *municipality, unorganized territory* or *First Nations community* purchasing fire protection is responsible for arranging an *acceptable* response for back-up¹ *fire protection services*. In those cases where the emergency requirements exceed those available through the purchase agreement **and** the back-up service provider the *mutual aid plan* can be activated for the agreement area.

2. Provincial CBRN and HUSAR Resources

The Province operates a system to provide response support for chemical, biological, radiological, nuclear and explosion (CBRNE) and heavy urban search and rescue (HUSAR) incidents, to local communities. The system operates under the following conditions.

- Initial response to CBRNE and HUSAR emergencies are a local responsibility. More advanced support may be available locally through the *mutual aid* system or a contracted service provider, which includes contracted support from another *municipality* through a fire protection services agreement or an *automatic aid* agreement and contracted support from a commercial provider.
- It is intended that CBRNE teams and a HUSAR team strategically located in designated cities, and operating under a memorandum of understanding with the Province of Ontario will also be available to support local responders.
- The expectations and capabilities of responding CBRNE Teams shall be based on the National Fire Protection Association Standard 472: Professional Competence of Responders to Hazardous Materials Incidents. That standard provides for the following levels.
 - Level 1: Awareness of what constitutes a hazardous materials incident
 - Level 2: Capacity to carry out limited response activities

¹ Back-up fire protection service could be in the form of a first response agreement or automatic aid.

- Level 3: Capacity to mitigate hazardous materials incidents
- The expectations and capabilities of the responding HUSAR team shall be based on the National Fire Protection Association Standard 1670: Operations and Training for Technical Rescue Incidents. That standard provides for the following levels.
 - Level 1: Awareness of what constitutes a technical rescue incident
 - Level 2: Capacity to carry out limited response activities
 - Level 3: Capacity to mitigate technical rescue incidents

Activation of resources:

- A. It is anticipated that a *municipality* requiring the assistance of a CBRNE or HUSAR team will have initiated, or be in the process of declaring, an emergency, pursuant to the Emergency Management Act, R.S.O. 1990, c. E-9.
- B. All requests for assistance from a CBRNE or HUSAR team will be received and co-ordinated through the Emergency Management Ontario Provincial Emergency Operations Centre (PEOC). 1-866-314-0472
- C. Should an emergency occur in a locality that in the opinion of the *fire co-ordinator*, or his/her designate, cannot be addressed through the resources of the local *fire department*, the *mutual aid* system or contracted service providers, he/she shall consider requests from local communities and contact the PEOC to request the response of a CBRNE or HUSAR team.
- D. The decision to activate one or more of the teams as part of the provincial response to an emergency will be approved by the appropriate Ministry of Community Safety and Correctional Services representative through the PEOC.
- E. The PEOC, in conjunction with the Office of the Fire Marshal (Fire Protection Services – Emergency Planning & Strategic Development) will be responsible for overall coordination and direction of the response, and the PEOC will be responsible for coordinating any necessary funding to support the activation of a CBRNE or HUSAR team.
- G. Local personnel will be in overall command of the emergency situation and will be responsible for coordination of local resources and those of the responding *fire department(s)*.
- H. The individual activities of a CBRNE or HUSAR team will be under the command of the officer-in-charge of the CBRNE or HUSAR team.
- I. The CBRNE response teams are not intended to fight fires involving hazardous materials. When *fire departments* respond to hazardous material fires, the normal method of activating *mutual aid* is to be followed for additional fire suppression assistance.
- J. The CBRNE or HUSAR team will not respond outside its home *municipality* as part of the memorandum of understanding unless deployed by the PEOC, in consultation with the OFM. When the CBRNE or HUSAR team is mistakenly

called directly by agencies or persons other than the *fire co-ordinator*, the CBRNE or HUSAR team will immediately notify the local *fire department* to respond and shall stand by to respond if required.

- K. Nothing in the memorandums of understanding with the province prevents the CBRNE or HUSAR teams from responding outside their home municipalities under a fire protection services agreement or *automatic aid* agreement or like agreement or arrangement between the team's *municipality* and another *participant*.

3. Automatic Aid

Improvements may be made to the overall effectiveness of the *mutual aid* system by implementing an *automatic aid* program within the *mutual aid* system. Potential improvements include:

- The quickest available fire station immediately responds to a call for service, regardless of municipal boundaries;
- The assembly time of an adequate fire attack team may be reduced (the fire attack team may be made up of personnel and equipment from more than one *fire department*);
- Equipment and personnel may be made available, particularly at the outer extremities of municipalities, which are neither practical nor reasonable for municipalities to provide for themselves due to the financial demands inherent with their provision.

Program Participation

- A. A *participant* in an *automatic aid* program that forms part of the *mutual aid plan* must meet and maintain the requirements for participation in the *mutual aid plan*.
- B. *Fire departments* entering into *automatic aid agreements* must notify the affected *fire co-ordinator(s)*.
- C. Supplying *fire departments* must ensure sufficient resources remain available in their own *municipality* or area to provide initial responses to emergency calls.
- D. Communications systems should be in place to support the simultaneous and coordinated response of required *fire departments*.
- E. First arriving companies will initiate an *incident management system* in accordance with those agreed to in the *mutual aid plan*. The *home fire department* shall assume command of the incident after arrival at the scene.
- F. Activation of additional apparatus, equipment and personnel in the home *municipality* is not *automatic aid*. Such a response is expected and should be ordered into action whenever necessary.

- G. Where a *municipality* purchases *fire protection services*, for a fee or any other consideration, for its jurisdiction or any part of it, *automatic aid* may be activated. In the event that the first call for additional assistance is required in an area where *fire protection services* are usually purchased from a neighbouring *municipality*, the responding *fire department* may charge for its service; these are not *mutual aid plan* responses.
- H. A request for *mutual aid plan* response has priority over any requests such as *automatic aid*. *Automatic aid* responses are secondary to *mutual aid* obligations.
- I. *Automatic aid*, unlike mutual aid, is not intended to be provided to the receiving *municipality* at no charge. A request for day-to-day assistance, as opposed to a request for help at a major fire or other emergency, should be on a cost recovery basis.

4. South-West Parry Sound District Extrication Response Support

Improvements may be made to the overall effectiveness of the *mutual aid system* by implementing an auto extrication response support program within the *mutual aid system*. Potential improvements include:

- The closest available specialized assistance immediately responds to a call for service, regardless of municipal boundaries.
- The Britt; Seguin; Carling; and McDougall *Fire Departments* are trained and equipped to provide auto extrication response support and has/have agreed to respond and provide assistance throughout the county, district or region when requested by participating *fire departments*

Program Participation

- A. The requesting *fire department* will communicate directly with the *fire department* closest to the scene with the apparatus, equipment and personnel that is required.
- B. The *home fire department* must respond, assume command and remain in attendance for the duration of the incident.
- C. The *home fire department* will supply apparatus, equipment and personnel for fire suppression, as well as basic extrication and additional support for the extrication support team, as required.
- D. When the *home fire department* arrives at the scene first, it will:
 - contact the extrication support team by radio, as soon as possible;
 - give updates relevant to the nature and extent of the incident;
 - give best routes and where to locate at the incident or staging area; and,

- identify the sector (or person) the support team should report to upon arrival.
- E. Responses by the extrication support units to municipalities or areas purchasing *fire protection* may be charged directly to that *municipality* or area as though the response was a *fire department* receiving a call for fire suppression assistance.

5. South-West Parry Sound District Specialized High Angle Rescue Support Program

Improvements may be made to the overall effectiveness of the *mutual aid system* by implementing a specialized rescue support program within the *mutual aid system*. Services provided within the program include High Angle Rescue Potential improvements include:

- The closest available specialized assistance immediately responds to a call for service, regardless of municipal boundaries.
- The High Angle Rescue Team Members are trained and equipped to provide High Angle Rescue response support and have agreed to respond and provide assistance throughout the South-West Parry Sound District when requested by participating *fire departments*.

Program Participation

- A. The requesting *fire department* will communicate directly with the *fire department* closest to the scene with the apparatus, equipment and personnel that is required.
- B. The *home fire department* must respond, assume command and remain in attendance for the duration of the incident.
- C. The *home fire department* will supply apparatus, equipment and personnel for fire suppression, as well as basic support for the High Angle Rescue Team, as required.
- D. When the *home fire department* arrives at the scene first, it will:
- contact the High Angle Rescue Team by radio, as soon as possible;
 - give updates relevant to the nature and extent of the incident;
 - give best routes and where to locate at the incident or staging area; and,
 - identify the sector (or person) the support team should report to upon arrival.
- E. Responses by the High Angle Rescue Team to municipalities or areas purchasing *fire protection* may be charged directly to that *municipality* or area as though the response was a *fire department* receiving a call for fire suppression assistance.

6. South West Parry Sound District Specialized Rescue Support Program

Improvements may be made to the overall effectiveness of the *mutual aid system* by implementing a specialized rescue support program within the *mutual aid system*. Services provided within the program include Ice Water Rescue and Snowmobile Response Units

Potential improvements include:

- The closest available specialized assistance immediately responds to a call for service, regardless of municipal boundaries.
- The Seguin, McDougall and Britt Fire Departments are trained and equipped to provide Ice Water Rescue and Snowmobile Response support and have agreed to respond and provide assistance throughout the district when requested by participating *fire departments*

Program Participation

- A. The requesting *fire department* will communicate directly with the *fire department* closest to the scene with the apparatus, equipment and personnel that is required.
- B. The *home fire department* must respond, assume command and remain in attendance for the duration of the incident.
- C. The *home fire department* will supply apparatus, equipment and personnel for fire suppression, as well as basic support for the Ice Water Rescue or Snowmobile Response team, as required.
- D. When the *home fire department* arrives at the scene first, it will:
 - contact the Ice Water Rescue or Snowmobile Response team by radio, as soon as possible;
 - give updates relevant to the nature and extent of the incident;
 - give best routes and where to locate at the incident or staging area; and,
 - identify the sector (or person) the support team should report to upon arrival.
- E. Responses by the Ice Water Rescue or Snowmobile Response units to municipalities or areas purchasing *fire protection* may be charged directly to that *municipality* or area as though the response was a *fire department* receiving a call for fire suppression assistance.

Activation of Mutual Aid Plan

Requesting Fire Department

The incident commander, or the communications facility currently serving the incident commander, will communicate directly with the first *help call*.

- A. Identify who you are and give any code word required.
- B. Briefly describe the nature of the incident.
- C. Give the location of the incident.
- D. Provide information on any Automatic Aid activations initiated.
- E. Be specific about resources required.
- F. Provide directions and travel route to the scene as required.
- G. Advise who, and on what radio frequency or talk group, to contact for assignment and/or staging location. If common radio frequencies or talk groups are not available direct the responding *mutual aid* companies to a specific location and advise them whom to contact on arrival.

First Help Call Fire Department

- A. Dispatch required assistance.
- B. Notify the *fire co-ordinator*, or the *fire co-ordinator's* communications facility, of the incident and your response and the information provided regarding Automatic Aid responses if any.
- C. Notify appropriate *fire co-ordinator(s)*, or their communications facility, where the response involves cross county/region/district activation.

Fire Co-ordinator

- A. Arrange for cover for home and assisting departments as required.
- B. Receive all additional calls for assistance after the *first help call*.

Note: Inter-county (or district, or region) mutual aid is treated as any other activation. There should be no boundaries when considering mutual aid assistance.

Termination of the Incident

- A. The incident commander will determine when assisting resources are no longer required.
- B. The incident commander will release resources as soon as possible.
- C. The incident commander will notify the *fire co-ordinator*, or the *fire co-ordinator's* communications facility, that assisting resources are no longer required and are being released.
- D. Assisting *fire department(s)* will notify the *fire co-ordinator*, or the *fire co-ordinator's* communications facility, when they have returned to their station(s)

and are in service. Assisting includes response to the emergency scene and providing cover at other *fire departments*.

Criteria for Appointment as Fire Co-ordinator or Alternate

- A. *Fire chief*, deputy fire chief or senior officer with the necessary training and experience to co-ordinate the system
- B. Willingness of proposed *fire co-ordinator* or *alternate(s)* to fill the role.
- C. Agreement of employer for *fire co-ordinator* or *alternate(s)* to fill the role
- D. Capability to monitor, receive and transfer radio communications within the county, district or region and between other counties, districts and/or regions.
- E. Familiarity and continuity within the system.
- F. Where possible and where practicable of attainment the *fire co-ordinator* and *alternate* come from the same department.
- G. Agreeable to the roles and responsibilities as defined in the *mutual aid plan*.

Appointment Process for Coordinators and Alternates

- A. At his/her earliest convenience, the *fire co-ordinator* notifies the local *fire protection adviser* or the *regional operations manager* of pending resignation or vacating of position and completes Appendix "F" – Request for Replacement.
- B. The *fire co-ordinator* makes a recommendation for replacement, based on selection criteria. If possible the *fire co-ordinator* obtains a letter from the candidate's CAO or *council* approving the recommended person for the position.
- C. The *regional operations manager* reviews the recommendation in consultation with the local *fire protection adviser*
- D. Local *fire protection adviser* confirms with CAO and/or *council* approval of the recommended person if not submitted by the *fire co-ordinator* in the original application.
- E. *Regional operations manager* forwards the recommendation to the Fire Marshal, or designate, for appointment.
- F. Fire Marshal (or designate) makes appointment.
- G. Access is provided to the OFM *fire co-ordinators* website
- H. Local *fire protection adviser* delivers the appointment letter, identification card and wallet badge.
- I. *Fire protection adviser* reviews the roles and responsibilities with the newly appointed *fire co-ordinator*

- J. *Fire protection adviser* provides latest copy of the *fire co-ordinators' Mutual Aid Plan and Program* manual and accompanying Appendices
- K. *Fire protection adviser (s)* inform local *fire departments* of the appointment (where required).

Roles and Responsibilities

1. Office of the Fire Marshal

- A. Develop and approve the *mutual and automatic aid plan* and appendices in consultation with *fire co-ordinators*
- B. Review and approve *mutual aid plans*
- C. Maintain a centralized inventory of current *mutual aid plans*
- D. Provide support through specialized resources and equipment, as available
- E. Appoint the *fire chief* of a *fire department* established for an unincorporated area that is to participate in the *mutual aid plan*.
- F. Authorize *fire departments* serving unincorporated areas to participate in the *mutual aid plan* through an agreement signed by the Office of the Fire Marshal.
- G. Monitor activations of the *mutual aid system*.
- H. Maintain the *fire co-ordinators* website and provide regular communications and updates to the *fire co-ordinators*.
- I. Organize and conduct the annual *fire co-ordinators' conference*.
- J. Review the operations and performance of the *mutual aid system*.

2. Participants

Participants in the *mutual aid plan* are responsible for passing a by-law, agreement or alternative *acceptable* authorization to:

- A. Establish and regulate a *fire department*,
- B. Appoint the *fire chief* of the *fire department*, and,
- C. Authorize participation in the *mutual aid plan*.

3. Fire Co-ordinator

Fire department personnel appointed by the Fire Marshal as *fire co-ordinators* shall fulfill the duties and responsibilities as instructed by the Fire Marshal (Fire Protection and Prevention Act 1997, Section 7).

Roles and responsibilities of the fire co-ordinator and in the absence of the fire co-ordinator the alternate co-ordinator for the purposes of this *mutual aid plan* include:

- A. Develop, review and maintain an up-to-date *mutual aid plan*, under the instructions of the Fire Marshal of Ontario, and in cooperation with the area *fire chiefs*.
- B. Submit the plan to the Office of the Fire Marshal (OFM) *regional operations manager* for approval
- C. Review the *mutual aid plan* annually, or more often if required, with the participating *fire chiefs* and the local *fire protection adviser(s)*.
- D. Coordinate activations of the *mutual aid plan*.
- E. Consider requests and recommend to the PEOC the deployment of provincial CBRNE and HUSAR teams.
- F. Provide advice and assistance to the Fire Marshal upon request.
- G. May assist and support *participants* by providing information and guidance during *mutual aid* activations.
- H. Within 7 days forward by email to FPSDAR@ontario.ca a synopsis of any significant events within their area.
- I. In cooperation with the local *fire protection adviser*, review equipment and apparatus covered by the plan when deemed necessary by the *fire co-ordinator* or the *fire protection adviser*.
- J. Attend the annual *fire co-ordinators'* conferences and such other meetings as may be convened from time to time by the OFM.
- K. Submit expense accounts to the OFM *regional operations manager* for approval twice yearly, and more frequently if required, and before March 31st of each year.
- L. Encourage county, district or regional training, and submit requests to the Office of the Fire Marshal for specialized courses.
- M. Other duties as may be assigned by the Fire Marshal.

Roles and responsibilities of the *fire co-ordinator* for the purposes of this *mutual aid plan* do not include:

- A. In an *unorganized territory* where there are no agreements made pursuant to the Fire Protection and Prevention Act, 1997 to provide *fire protection services*, there is ordinarily no role for the *fire co-ordinator* to play. The role of the *fire co-ordinator* is to coordinate *mutual aid plans* and to perform related duties. *Mutual*

aid plans are plans developed between *fire departments*. *Fire departments* exist only in municipalities, or pursuant to an agreement in an *unorganized territory*.

4. Participating Fire Chiefs

- A. Familiarize members of the *fire department* with contents of the *mutual aid plan*.
- B. Implement the local components of the *mutual aid plan*.
- C. Submit the relevant Standard Incident or Casualty Reports for all incidents directly to the Office of the Fire Marshal.
- D. Notify the *fire co-ordinator* of all significant changes as they occur, regarding stations, personnel, apparatus and/or equipment and contact information.
- E. Provide copies of agreements for fire protection to the *fire co-ordinator*, if requested by the *fire co-ordinator*.
- F. Attend *mutual aid system* meetings as called by the *fire co-ordinator*.
- G. Advise the *fire co-ordinator* of any municipal re-alignments or amalgamations.
- H. Provide a copy of the *mutual aid plan* to the municipal council.

Fire Co-ordinator's Protection from Personal Liability and Indemnification

The Fire Protection and Prevention Act, 1997 addresses the issue of protection from personal liability and indemnification for *fire co-ordinators*.

74. (1) No action or other proceeding for damages shall be instituted against a firefighter, a fire co-ordinator, a community fire safety officer, a member or employee of the Fire Safety Commission, an assistant to the Fire Marshal, the Deputy Fire Marshal, the Fire Marshal, or a person acting under his or her authority, for any act done in good faith in the execution or intended execution of his or her power or duty for any alleged neglect or default in the execution in good faith of his or her power or duty.

75. (1) A firefighter, a fire co-ordinator, a community fire safety officer, a member or employee of the Fire Safety Commission, an assistant to the Fire Marshal, the Deputy Fire Marshal, the Fire Marshal or a person acting under his or her authority shall be indemnified for reasonable legal costs incurred,

- (a) in the defence of a civil action, if the person is not found to be liable;
- (b) in the defence of a criminal prosecution, if the person is found not guilty;

- (c) *in respect of any other proceeding in which the person's execution of his or her duties is an issue, if the person acted in good faith.*

Municipal Liability and Immunity

The Municipal Act addresses the issues of immunity protection for *councils* and members of *fire departments* participating in the *mutual aid plan*.

Liability re: fire service

467. *Despite the repeal of the old Act, clause (e) of paragraph 31 of section 210 and paragraph 32 of section 210 of that Act continue to apply for the purpose of protecting a municipality from liability with respect to agreements entered into and emergency fire service plans adopted prior to January 1, 2003. 2001, c. 25, s. 467.*

Immunity

448. (1) *No proceeding for damages or otherwise shall be commenced against a member of council or an officer, employee or agent of a municipality or a person acting under the instructions of the officer, employee or agent for any act done in good faith in the performance or intended performance of a duty or authority under this Act or a by-law passed under it or for any alleged neglect or default in the performance in good faith of the duty or authority. 2001, c. 25, s. 448 (1).*

Policy decisions

450. *No proceeding based on negligence in connection with the exercise or non-exercise of a discretionary power or the performance or non-performance of a discretionary function, if the action or inaction results from a policy decision of a municipality or local board made in a good faith exercise of the discretion, shall be commenced against,*

- (a) *a municipality or local board;*
- (b) *a member of a municipal council or of a local board; or*
- (c) *an officer, employee or agent of a municipality or local board.*
2001, c. 25, s. 450.

Related Programs

Fire Co-ordinators' Conferences and Meetings

Each year a *fire co-ordinators'* conference is organized and conducted by the Office of the Fire Marshal. New developments in *mutual aid* are discussed, as well as current issues or problems in *mutual aid* operations. From time to time exercises will be conducted at the *fire co-ordinators'* conferences. *Fire co-ordinators* in regional areas of the province may meet from time to time to discuss local issues with OFM staff and others. In addition, *fire co-ordinators* are expected to convene regular meetings with *fire chiefs*, or their representatives, within their jurisdictions.

Contacting the Office of the Fire Marshal:

The Regional Operations Managers are the point of contact for Fire Co-ordinators to forward:

- current copies of mutual aid plans
- updates to mutual aid plan resources and contact lists, and
- original copies of expense claims – faxed copies not acceptable for approved government procedures

Original copies of the above are to be mailed to:

Office of the Fire Marshal
(Southwest or Southeast Regional Manager)
2284 Nursery Road
Midhurst, ON
L0L 1X0

Office of the Fire Marshal
(Northwest or Northeast Regional Manager)
3767 Highway 69 South, Suite 6
Sudbury, ON
P3E 4N1

In those instances when a *fire co-ordinator* or *alternate fire co-ordinator* has a question about the expected roles and responsibilities he/she may contact the local *fire protection adviser* or the appropriate *regional operations manager* of the Office of the Fire Marshal.

During non-business hours contact may be arranged through the Provincial Emergency Operations Centre by calling 1-866-314-0472 and asking to be put in contact with the on-call manager for Fire Protection Services who will address the concern directly and/or put you in contact with the appropriate *regional operations manager*.

During major emergencies with provincial interests OFM staff members will typically be assigned to the Provincial Emergency Operations Centre (PEOC) and/or at the Ministry Emergency Operations Group (MEOG). These staff members may be in contact with *fire co-ordinators* dependent on the location and type of situation. *Fire co-ordinators* will be

provided with an appropriate contact number(s) for continued contact throughout the emergency.

Running Card Assignments

Requests for Assistance and Cover:

The location of *participants* identified as “*help*” or “*cover*” is not limited to the local South-West Parry Sound District. However, in those instances when the identified “*help*” or “*cover*” comes from another district, or from another province or state, the affected *fire co-ordinator* and *fire chief(s)* shall be informed of the *participant’s* inclusion in the local *mutual aid plan*.

The order of activation will be determining by selecting the department with the quickest ability to provide the requested assistance.

Britt Fire Department

Help call	Carling Township	Argyle	Alban-French River
Cover	McDougall Township	Not Required	Noelville

Carling Fire Department

Help Call	McDougall Township	Parry Sound	Seguin Township
Cover	Not Required	Not Required	Not Required

Whitestone Fire Department

Help Call	McKellar Twp	Magnetewan Township	McDougall Township
Cover	McDougall Twp	Parry Sound	Not Required

Seguin Fire Department

Help call	(North West) Parry Sound	(North East – Blackwater) McKellar Twp. (North East – Hwy. 518) McMurrich/ Montieth	(South East) (Mutual-Aid) Muskoka Lakes (Minett)	(South West) (Mutual-Aid) Muskoka Lakes (Footes Bay)	Extrication (North) McDougall (South) Footes Bay
Cover	Not Required	Not Required	Not Required	Not Required	Not Required

McKellar Fire Department

Help Call	McDougall Township	Whitestone	Seguin
Cover	Parry Sound	Magnetawan	Not Required

Parry Sound Fire Department

Help Call	McDougall Township	Seguin Township	McDougall Township
Cover	Not Required	Not Required	McKellar Township

McDougall Fire Department (Station #1)

Help Call	McDougall Township (Station 2)	Parry Sound	Carling Township
Cover	Seguin Township	McKellar Township	Not Required

McDougall Fire Department (Station #2)

Help Call	McDougall Township (Station 1)	McKellar Township (Station 1 or 2)	McKellar Township (Station 1 or 2)
Cover	McKellar Township	Whitestone	Whitestone

Magnetawan Fire Department

Help Call	Whitestone Twp. or Sundridge/Strong Or Burks Falls	Sundridge/Strong Twp. Or Whitestone Or Burks Falls	Burks Falls or Whitestone Twp or South River/Machar
Cover	McKellar Twp or South River/Machar or Perry Twp.	South River/Machar or McKellar Twp. Or Perry Twp	Perry Twp. Or McKellar Twp. Or South River/Machar

Emergency Contact Information

South-West Parry Sound District

Fire Department	Contact Position/ Name	Phone Numbers		Radio Call Sign & Frequency(s)
Britt Fire Department	Fire Chief Larry Olds	Emerg	383-2411	Call sign OFM freq 154.070 C/D/R freq 165.930
		Cell	(705) 773-2570	
		Pager		
		Fax	(705) 383-0177	
		Email	brittfd@personainternet.com	
Carling Fire Department	Fire Chief Gord Harrison	Emerg	9-1-1 (Dispatch 746-7416)	Call sign XJL 813 OFM freq 154.070 C/D/R freq 154.710 160.005
		Cell	705-938-1491	
		Pager		
		Fax	(705) 342-9527	
		Email	fire@carlingtownship.ca	
McDougall Fire Department	Fire Chief Brian Leduc Fire Co-ordinator	Emerg	9-1-1 (Dispatch 746-7416)	Call sign XLQ 326 OFM freq 154.070 C/D/R freq 167.325 168.120
		Cell	(705) 746-1857	
		Pager		
		Fax	(705) 342-5573	
		Email	bleduc@mcdougall.ca	
McKellar Fire Department	Fire Chief Robert Morrison	Emerg	9-1-1 (Dispatch 746-7416)	Call sign XJO 620 OFM freq 154.070 C/D/R freq 154.460 155.520
		Cell		
		Pager		
		Fax	(705) 389-9633	
		Email	fire@township.mckellar.on.ca	
Parry Sound Fire Department	Fire Chief Dave Thompson Also Fire Co-ordinator Assistant	Emerg	9-1-1 (Dispatch 746-7416)	Call sign XLQ 714 OFM freq 154.070 C/D/R freq 155.055 159.435
		Cell	(705) 774-0600	
		Pager		
		Fax	(705) 746-2377	
		Email	dthompson@townofparrysound.com	
Seguin Fire Department	Fire Chief Don Hood	Emerg	9-1-1 (Dispatch 746-7416)	Call sign XJI 992 OFM freq 154.070 C/D/R freq 154.070 159.855
		Cell	(705) 746-3261	
		Pager		
		Fax	(705) 732-6347	
		Email	dhood@seguin.ca	

Whitestone Fire Department	Fire Chief Bob Whitman	Emerg	9-1-1 (Dispatch 746-7416)	Call sign XLQ 879 OFM freq 154.070 C/D/R freq 154.920 158.475
		Cell	(705) 774-1967	
		Pager		
		Fax	(705) 389-3824	
		Email	fire.department@whitestone.ca	
Georgian Bay Fire Department	Fire Chief Tony Vandamn	Emerg	9-1-1 (Dispatch 645-5000)	Call sign OFM freq 154.070 C/D/R freq
		Cell		
		Pager		
		Fax	(705) 538-1328	
		Email	tvandamn@gbtownship.ca	
Magnetawan Fire Department	Fire Chief Derek Young	Emerg	9-1-1 (Dispatch 746-7416)	Call sign OFM freq 154.070 C/D/R freq
		Cell	(705) 773-8477	
		Pager		
		Fax	(705) 387-0148	
		Email	hindlek@vianet.ca	

Summary of Equipment

In addition to the identified resources *participants* in the plan may add other pages that provide more detail about locally available equipment and specialized resources not normally included in the plan that could be used in other areas of the county/ district/ region or province during a *major emergency*, ex. a mobile command post. Any additional cost for using this specialized equipment outside the local county, district or region should be identified. (electronic copies of these forms are available on the fire coordinators website in Excel format.)

See attached Fire Dept. Asset Reports