THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 02-184

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AUTOMATIC AID AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE CORPORATION OF THE TOWNSHIP OF CAVAN-MILLBROOK-NORTH MONAGHAN

THE CORPORATION OF THE CITY OF PETERBOROUGH by the Council thereof hereby enacts as follows:

1. That the Mayor and the Clerk be and they are hereby authorized to execute an Automatic Aid Agreement between The Corporation of the City of Peterborough and The Corporation of the Township of Cavan-Millbrook-North Monaghan, in the form attached hereto as Schedule "A", and to affix the seal of the Corporation thereto.

By-law read a first and second time this 9th day of December, 2002

By-law read a third time and finally passed this 9th day of December, 2002.

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk
SCHEDULE “A”

AUTOMATIC AID AGREEMENT

THIS AGREEMENT made the ____ day of _________________, 2002.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF
CAVAN-MILLBROOK-NORTH MONAGHAN

hereinafter referred to as the “Township”

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the “City”

OF THE SECOND PART

WHEREAS Section 2 of the Fire Protection and Prevention Act (Ontario) provides that a municipality may enter into an Automatic Aid Agreement to receive additional response to fires, rescues and emergencies;

AND WHEREAS the Township and the City deem it desirable to enter into an Automatic Aid Agreement for the provision of automatic aid to the Township or that portion of the Township consisting of the Geographic Township of North Monaghan;

AND WHEREAS the Township agrees to reimburse the City for the provision of the automatic aid responses, as set out in Schedule “A”, attached hereto;

AND WHEREAS the County of Peterborough has developed an Emergency Fire Service Plan and Program concerning the provision of mutual automatic aid;

AND WHEREAS the City has the capability to provide automatic aid to the Township in accordance with this agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, it is mutually agreed between the parties as follows:

Definitions

1. In this agreement:

   (a) “automatic aid” means the provision of initial response, by the City, to designated emergencies that occur in the Geographic Township of North Monaghan:

   (b) “designated emergencies” mean the following:

      (i) fires;

      (ii) motor vehicle accidents, excepting those accidents occurring on Provincial Highways 7 and 7A and County Road 28, between Parkhill Road and the Cavan-Millbrook-North Monaghan/Hope boundary (unless requested by the Township Fire Department to attend); and

      (iii) medical.

   (c) “Plan” means the Peterborough County Emergency Fire Service Plan and Program.
Purpose and Application of Automatic Aid

2. The automatic aid obtained and provided under this agreement is intended to secure vital fire protection services which will ultimately improve the level of public safety for residents and property located in the geographic Township of North Monaghan.

3. The automatic aid obtained and provided pursuant to this agreement is intended to be used on a day-to-day basis in order to meet the following objectives:

(a) to ensure the quickest available response to an emergency, without consideration of existing municipal boundaries;

(b) to quickly assemble an adequate fire attack team (which may comprise personnel and equipment from two or more fire departments); and

(c) to provide equipment and personnel, particularly at the outer extremities of the municipality, which are neither practical nor reasonable due to economic conditions inherent with their provision.

Costs

4. The Township shall pay the fees set out in Schedule “A” attached hereto for automatic aid.

5. The first one hour of a response under this agreement shall be considered automatic aid for the purpose of assessing the fees payable by the Township to the City. In the event that any additional time does not qualify for mutual aid under the Plan, the Township shall pay for such time on an hourly basis, at the rates set out in Schedule “A”.

6. The City shall bill the Township on a monthly basis and the Township shall have 30 days to make payment.

Implementation

7. The following conditions apply when automatic aid is requested:

(a) the Township Fire Department shall also respond to the designated emergency, except for medical; and

(b) where the City Fire Department deploys resources from one or more of its stations in order to provide mutual aid pursuant to the Plan, the City shall forthwith notify the Township that it will be unable to provide automatic aid to the Township until further notice.

8. All procedures and responsibilities as set out in section 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of the Plan shall apply to automatic aid obtained and provided pursuant to this agreement.

Terms and Administration

9. Water may be taken from designated City fire hydrants by any emergency responder for fire suppression within Geographic Township of North Monaghan.

10. Dispatching will be done through the 9-1-1 system to the Township dispatcher, who shall first notify the City Fire Department, and thereafter the Township Fire Department.

11. This agreement shall be in force commencing on the 1st day of January 2003, and shall remain in effect until terminated by either party upon six (6) months written notice to the other.
12. In the event that any covenant, provision or term of this agreement should at any time be held to be void or unenforceable, by a court or tribunal of competent jurisdiction, the agreement shall not fail and such covenant, provision or term shall be severable and this agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE TOWNSHIP OF CAVAN-MILLBROOK-NORTH MONAGHAN

Neal Cathcart, Reeve

Gail Empey, Clerk

THE CORPORATION OF THE CITY OF PETERBOROUGH

Sylvia Sutherland, Mayor

Nancy Wright-Laking, Clerk
## SCHEDULE “A”

### FEES PAYABLE FOR AUTOMATIC AID RESPONSE

<table>
<thead>
<tr>
<th>Type of Emergency Call</th>
<th>Fee Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire — four (4) personnel</td>
<td>$450.00</td>
</tr>
<tr>
<td>Motor Vehicle Accident — four (4) personnel</td>
<td>$300.00</td>
</tr>
<tr>
<td>Medical — two (2) personnel</td>
<td>$160.00</td>
</tr>
</tbody>
</table>

The above fees cover one (1) hour of response, with one (1) first response vehicle.