THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 05-024

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE CORPORATION OF THE TOWNSHIP OF SMITH-ENNISMORE LAKEFIELD (Fire Services Agreement)

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and The Corporation of the Township of Smith-Ennismore-Lakefield in the form attached hereby as Schedule “A”, and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 28th day of February, 2005

By-law read a third time and finally passed this 28th day of February, 2005

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk
FIRE PROTECTION SERVICE AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of March, 2005.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SMITH-ENNISMORE-LAKEFIELD

hereinafter called “The Township of Smith-Ennismore-Lakefield”

of the First Part

and

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called “The City of Peterborough”

of the Second Part

WHEREAS Section 20(1) of the Municipal Act, 2001, allows the following:

A municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

AND WHEREAS Section 2(5) of the Fire Protection and Prevention Act, S.O. 1997, Chapter 4 provides that a municipality may enter into an agreement to receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality.

AND WHEREAS this Fire Protection Services Agreement (the “Agreement”) is an agreement as contemplated by Section 2(G) of the FPPA;

AND WHEREAS Section 13(3) of the Fire Protection and Prevention Act, S.O. 1997, Chap. 4, provides that a fire-fighter or such other person as may be authorized by the Fire Chief may, without a warrant, enter on lands or premises that are outside the territorial limits of the municipality of the fire department that employs the fire-fighter or Fire Chief for the purposes of fighting a fire or of providing rescue or emergency services on such lands or premises if the council of the municipality has entered into an automatic aid agreement or any other agreement under which the entry is permitted;

AND WHEREAS the Township of Smith-Ennismore-Lakefield deems it advisable to enter the Agreement with the City of Peterborough for the provision of the Services to that portion of the geographical Township of Smith-Ennismore-Lakefield, as shown on the attached Schedule “A” and attached maps, and forming part of this agreement;

AND WHEREAS The Township of Smith-Ennismore-Lakefield agrees to reimburse the City of Peterborough for the Services as set out in Schedule “B” attached to and forming part of this agreement;

NOW THEREFORE it is mutually agreed by and between the Council of the said Corporation of the Township of Smith-Ennismore-Lakefield and the Council of the said Corporation of the City of Peterborough as follows:

1. The Agreement is intended to provide vital fire protection services which will ultimately improve the level of public safety for the residents of the area shown on Schedule “A” and attached map.
2. The Agreement is intended to be used on a day-to-day basis in order to meet the following objectives:
   a) Ensuring that the nearest available fire station immediately responds to an emergency, irrespective of existing municipal boundaries.
   b) Ensuring that an adequate fire attack team (which may be made up of personnel and equipment from two or more fire departments).
   c) Ensuring the provision of equipment and personnel, particularly to the outer extremities of the municipality, which are neither practical nor reasonable due to economic conditions inherent with their provision.

3. The first one hour of a response shall be considered services. Any additional time spent in an authorized mutual aid area shall be provided on a reciprocal basis, i.e. no cost. The Township of Smith-Ennismore-Lakefield fire department must have sufficient fire-fighters on the scene of the emergency at the end of the first hour to enable mutual aid to be provided.

4. The following conditions apply when Services are requested:
   a) The Smith-Ennismore-Lakefield Fire Department will respond to all incidents.
   b) The Services must be capable of arriving at the emergency scene prior to any additional and necessary assistance from another station of the Smith-Ennismore-Lakefield Fire Department.
   c) Activation of second or third fire stations in Smith-Ennismore-Lakefield having an emergency is not automatic aid. Such response is expected and these stations should be ordered into action immediately.
   d) Where a municipality purchases fire protection services for a fee or any other consideration, for any part of its jurisdiction, may be activated. In the event that additional assistance is required in an area where fire protection services are usually purchased from a neighbouring municipality, a responding fire department may charge for its service; these are not mutual aid responses.
   e) A request for participation has priority over any request for the Services.
   f) An alarm in a party's own municipality has precedence over a request for Services.
   g) The Services are not intended to be provided at no charge to the Township of Smith-Ennismore-Lakefield. A request for the Services, as opposed to a request for help at a major fire or emergency (mutual aid), is to be provided on a cost recovery basis, as set out in Schedule “B”. The Township of Smith-Ennismore-Lakefield shall pay the fees set out in Schedule “B” within thirty (30) days of being billed by the City of Peterborough.
   h) PFD Incident Commander shall turn over command to the Fire Chief of the Township of Smith-Ennismore-Lakefield or Fire Department Designate upon their arrival.

5. This agreement shall be in force for a period of two (2) years commencing on the date of execution of this Agreement. Thirty days prior to the end of this term both parties shall review the agreement in its entirety and fees included therein.

6. Notwithstanding Section 5 of this Agreement, this agreement may be terminated at any time prior to the expiration of this agreement by either party giving written notice to the other party 90 days prior to the desired termination date.
7. Notwithstanding Section 5 of this Agreement, this agreement may be renewed, extended or amended by the mutual consent of the parties after the party desiring the renewal, extension or amendment(s) gives the other party 90 days written notice of the proposed renewal, extension or amendment(s).

8. In the event that any covenant, provision of 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 the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate seals and attested by the hands of their respective officers on the dates hereinafter set forth.

SIGNED by the Corporation of the Township of Smith-Ennismore-Lakefield on the _______ day of ______________, 2005.

THE CORPORATION OF THE TOWNSHIP OF SMITH-ENNISMORE-LAKEFIELD

__________________________________________
Ron Millen, Reeve

__________________________________________
Janice Lavalley, Clerk

SIGNED by the Corporation of the City of Peterborough on the _______ day
of____________________, 2005.

THE CORPORATION OF THE CITY OF PETERBOROUGH

__________________________________________
(Sgd.) Sylvia Sutherland, Mayor

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

This is Schedule “A” to the Fire Protection Service Agreement

All lands and premises in the Township of Smith-Ennismore-Lakefield covered under this agreement are outlined on the attached map.
Schedule “B”

This is Schedule “B” to the Fire Protection Service Agreement

FEES PAYABLE FOR AUTOMATIC AID RESPONSE

<table>
<thead>
<tr>
<th>Type of emergency call</th>
<th>Fee Payable per Incident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire(10) personnel</td>
<td>$1060.00</td>
</tr>
<tr>
<td>Medicals (4) personnel</td>
<td>$ 450.00</td>
</tr>
<tr>
<td>Vehicle Accidents (4) personnel</td>
<td>$ 300.00</td>
</tr>
</tbody>
</table>

The above fees cover responses with at least ten fire-fighters, and at least two response vehicles for fire emergencies and at least one first response vehicle for rescue and medical emergencies.

In the case of an open air burning complaint, carbon dioxide (CO2) and smoke detector calls, the call will be forwarded to the Fire Chief, or designate, of the Township of Smith-Ennismore-Lakefield Fire Department.