

**To: David Creery, Chief Administrative Officer**

**From: Jeff Slager, Fire Chief**

**Re: Fire Protection Tanker Operations Service Agreement – Cachet/Karn**

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### **AIM**

The purpose of this document is to provide the Mayor and Council with information relative to the recommendation for the adoption of the Fire Protection Tanker Operations Service Agreement – Cachet/Karn, between the Corporation of the City of Woodstock and the Corporation of the Township of South-West Oxford for the shared Cachet Developments (Woodstock) Inc. and Karn Road Development Corp. subdivision in southwest Woodstock.

### **BACKGROUND**

On April 12, 2023, County Council approved draft plan of subdivisions, SB 21-13-8 & SB 21-14-8, submitted by Karn Road Developments Corp & Cachet Developments (Woodstock) Inc.

During the development phase of the infrastructure plans the County conducted modelling of the water pressure and flow for the new subdivision. During this process it was identified that a Booster Pumping Station (BPS) was needed to provide the required water pressures and flows for both domestic and fire use in some areas of the development. A BPS design has been completed and construction is anticipated to finish by end of 2025.

The County established construction restrictions for the subdivision areas that did not meet required water pressures/flows prior to the BPS activation.

In the areas identified as not meeting the required pressure and flows, it was proposed that a temporary automatic aid agreement between the City of Woodstock and the Township of South-West Oxford be established, matching the current active one for select addresses on Karn Road, to ensure adequate water supply for fire suppression activities during an incident. This agreement would be in place until the BPS has been commissioned and active.

A revision or extension of this agreement can be addressed upon further testing of water pressure/flow during infrastructure installation and the activation of the BPS.

To provide the most effective solution (cost and operational) at this time for responses to the identified addresses, the attached agreement has been developed with the Township of South-West Oxford for the automatic response

of water tankers when there is a report of a suspected structure fire, smoke showing in a structure and at any time requested by the Woodstock Fire Department.

The Fire Protection Tanker Operations Service Agreement has been developed under the authority of the Fire Protection and Prevention Act, Chapter 4, 1997.

The Township Council of South-West Oxford is currently reviewing this agreement.

## **COMMENTS**

Training initiatives with the Township of South-West Oxford Fire Departments shall be scheduled to maintain an effective response capability and working relationship.

In cases where the supplied resources are depleted, the Oxford County Mutual Aid Agreement provides for additional resources as they are required.

## **RECOMMENDATION**

That Woodstock City Council authorize the Mayor and Clerk to sign the Fire Protection Tanker Operations Service Agreement – Cachet/Karn, with the Township of South-West Oxford.

*Authored by: Jeff Slager, Fire Chief*

*Approved by: David Creery, Chief Administrative Officer*

**THE CITY OF WOODSTOCK /  
TOWNSHIP OF SOUTH-WEST OXFORD  
FIRE PROTECTION TANKER OPERATIONS SERVICE  
AGREEMENT – CACHET/KARN**

THIS AGREEMENT made in duplicate on the # day of September 2024

BETWEEN

THE CORPORATION OF CITY OF WOODSTOCK

Hereinafter called the "CITY OF WOODSTOCK"

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTH-WEST OXFORD

Hereinafter called the 'TOWNSHIP OF SOUTH-WEST OXFORD'

WHEREAS Section 2, (6) of the Fire Protection and Prevention Act, 1997 as amended authorizes a municipality to enter automatic aid agreements with other municipalities to provide and /or receive fire protection services;

AND WHEREAS the CITY OF WOODSTOCK operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act through a fire department situated within the CITY OF WOODSTOCK.

AND WHEREAS the TOWNSHIP OF SOUTH-WEST OXFORD is prepared to make available fire protection tanker operations to the CITY OF WOODSTOCK and the CITY OF WOODSTOCK is agreeable and requests the TOWNSHIP OF SOUTH-WEST OXFORD to provide fire protection tanker operations to a defined area of the CITY OF WOODSTOCK.

NOW THEREFORE in consideration of the mutual covenants, conditions, considerations and payments herein contained, the TOWNSHIP OF SOUTH-WEST OXFORD and the CITY OF WOODSTOCK mutually agree as follows:

**THE CITY OF WOODSTOCK /  
TOWNSHIP OF SOUTH-WEST OXFORD  
FIRE PROTECTION TANKER OPERATIONS SERVICE  
AGREEMENT – CACHET/KARN**

**1. DEFINITIONS**

- 1.1 In this agreement, unless the context otherwise requires,
- 1) “Designate” means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
  - 2) “Fire Chief” means the Chief of the fire department.
  - 3) “Tanker” means the TOWNSHIP OF SOUTH-WEST OXFORD Tanker

**2. FIRE AREA**

- 2.1 The TOWNSHIP OF SOUTH-WEST OXFORD will provide fire protection tanker operations services to the CITY OF WOODSTOCK at the properties identified within Phase One (1) of the subdivision plan located in Schedule ‘A’.
- 2.2 Notwithstanding subsection 2.2 above, the ability of South-West Oxford Fire and Emergency Services to provide an Automatic Aid Response and the number of vehicles and personnel provided shall be limited by the extent to which firefighting and rescue vehicles, apparatus, and personnel are available is the sole discretion of the South-West Oxford Fire and Emergency Services.
- 2.3 It is further understood and agreed that in the event of an emergency in the Township of South-West Oxford at the same time that the Tanker(s) and personnel, above mentioned, is dispatched to or is requested by the City of Woodstock, then such Tanker(s) and personnel shall be first used in the Township of South-West Oxford or shall return to the Township of South-West Oxford if responding to, or attending at, an emergency in the City of Woodstock.

**3. FIRE PROTECTION TANKER OPERATIONS**

- 3.1 The Woodstock Fire Department's initial response to the properties identified in 2.1 shall include the automatic and simultaneous notification by Woodstock Police Service (WPS) dispatch to the Tanker Dispatch Centre. The Tanker is to respond in cooperation with the Woodstock Fire Department to all calls in the fire area identified in Section 2 that meet the following criteria:
- 1) reports of a suspected structure fire
  - 2) smoke showing in a structure
  - 3) any time the Woodstock Fire Department requests the Tanker attends
- 3.2 The TOWNSHIP OF SOUTH-WEST OXFORD, when automatically dispatched as outlined above, will respond with:
- 1) two (2) frontline tanker apparatus filled with water,

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- 2) a minimum of two firefighters per tanker to conduct tanker operations, and
  - 3) interoperable radio communications equipment.
- 3.3 When responding to incidents at the identified properties, the TOWNSHIP OF SOUTH-WEST OXFORD Fire Department agrees to communicate response location to the CITY OF WOODSTOCK through their Dispatch and communicate on scene via Oxford Fire TAC channels.
- 3.4 On arrival the Tankers and Firefighters will report to the Incident Commander, be designated water supply sector / officer, and conduct water supply and tanker operations assignments as directed.
- 3.5 The TOWNSHIP OF SOUTH-WEST OXFORD Fire Department and the CITY OF WOODSTOCK Fire Department agree to conduct training exercises in fire department water supply and tanker operations on a regular basis as deemed appropriate and as agreed upon between the respective fire chiefs.
- 3.6 The TOWNSHIP OF SOUTH-WEST OXFORD Fire Department agrees to notify the CITY OF WOODSTOCK Fire Department through Dispatch when the fire protection tanker operations services as outlined in this agreement are unavailable within the fire area due to repair or training. If tanker operations are unavailable due to an incident response involving the South-West Oxford tanker(s), a mutual aid request will be initiated for tanker service.
- 3.7 All other fire protection services for the fire area will be provided by the CITY OF WOODSTOCK

**4. FIRE DEPARTMENT AUTHORITY**

- 4.1 Should the Fire Chief, or designate, require assistance or believe assistance may be required by way of additional personnel, apparatus or equipment; such assistance shall be summoned in accordance with the Province of Ontario Fire Department Mutual Aid Plan for Oxford County.
- 4.2 The Fire Chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in the TOWNSHIP OF SOUTH-WEST OXFORD or elsewhere, under provisions of the Province of Ontario Fire Department Mutual Aid Plan for Oxford County. In such cases, the Fire Chief, or designate, may summon assistance in accordance with the Province of Ontario Fire Department Mutual Aid Plan for Oxford County.
- 4.3 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 an incident in the fire area. In such cases, the Fire Chief, or designate, may summon assistance in accordance with the Province of Ontario Fire Department Mutual Aid Plan for Oxford County.

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- 4.4 The Fire Chief, or designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area.

**5. RESPONSIBILITY**

- 5.1 The CITY OF WOODSTOCK agrees to maintain all streets and roads in the fire area identifiable by having them clearly marked at all intersections
- 5.2 The CITY OF WOODSTOCK agrees to identify all bridges under the City of Woodstock's or other jurisdiction(s) in the fire area as to weight limits and advise of alternate routes for fire apparatus. Any such bridges, so identified will either limit or exclude fire protection tanker operations where the use of any of these bridges is required by fire apparatus.
- 5.3 The TOWNSHIP OF SOUTH-WEST OXFORD Fire Department agrees to provide the CITY OF WOODSTOCK Fire Department with a notice in writing advising of any plans for station relocation or Tanker apparatus relocation or retirement one 1 year prior to the proposed implementation of such a plan.

**6. PAYMENT**

- 6.1 In consideration of the fire protection tanker operations services undertaken by the TOWNSHIP OF SOUTH-WEST OXFORD in the fire area of The CITY OF WOODSTOCK, fees and payment schedule shall be defined in Schedule "B".

**7. LIABILITIES**

- 7.1 Notwithstanding anything herein contained, no liability shall attach or accrue to the TOWNSHIP OF SOUTH-WEST OXFORD for failing to provide to the CITY OF WOODSTOCK on any occasion, or occasions any of the fire protection tanker operations services provided in this agreement.
- 7.2 No liability shall attach or accrue to the CITY OF WOODSTOCK by reason of any injury or damage sustained by personnel, apparatus or equipment of the TOWNSHIP OF SOUTH-WEST OXFORD Fire Department while engaged in the provision of tanker operations for the purpose of fire protection.

**8. SEVERABILITY**

- 8.1 In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
- 8.2 The parties hereto agree that they shall pass all necessary by-laws to give full force and effect to this agreement.

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**9. DISPUTES**

- 9.1 If any dispute arises between the parties to this agreement, respecting any matter contained in this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under provision of the *Municipal Arbitrations Act*, R.S.O. 1990, Chapter M.48, as amended, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement.
- 9.2 If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitration Act*, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the *Arbitration Act*, 1991, S.O. 1991, c. 17 or pursuant to any successor legislation.

**10. TERMINATION AND AMENDMENTS**

- 10.1 The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days' notice of the proposed amendments(s).
- 10.2 This Agreement shall be in force until the Booster Pumping Station (BPS) for this subdivision is constructed and commissioned.

IN WITNESS WHEREOF each of the parties has affixed its corporate seal by hand of the proper officials.

CORPORATION OF THE TOWNSHIP  
OF SOUTH-WEST OXFORD

CORPORATION OF THE CITY  
OF WOODSTOCK

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David Mayberry, Mayor

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Jerry Acchione, Mayor

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Mary Ellen Greb, CAO

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Amelia Humphries, City Clerk

**THE CITY OF WOODSTOCK /  
TOWNSHIP OF SOUTH-WEST OXFORD  
FIRE PROTECTION TANKER OPERATIONS SERVICE  
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SCHEDULE "A"

Fire Area Definition:

Effective October 7, 2024

In accordance with this agreement, the Woodstock Fire Department's initial response to reports meeting the following criterion:

- (a) reports of a suspected structure fire
- (b) smoke showing in a structure
- (c) any time the Woodstock Fire Department requests the Tanker(s) attends

and located on any of the following City of Woodstock streets located within Phase 1:

- Kading Crescent
- Telfer Street
- Gillespie Street
- Pratt Drive
- Paquette Drive
- Wilford Drive
- Heartwood Street
- Atwood Drive
- Anderson Street – Lots 211-234

will include the automatic and simultaneous notification of the Tanker Dispatch by Woodstock Police Service dispatch to respond in cooperation with the Woodstock Fire Department.

Two (2) Tankers will automatically be dispatched and respond with a minimum of two (2) firefighters each for water supply and tanker operation services for any incident initiated under (a) or (b) above. A single Tanker with a minimum of two (2) firefighters may be requested for responses initiated under (c).

This agreement shall remain in place upon any renumbering of addresses by the City of Woodstock to align the properties within the current municipal addressing system and shall be understood to apply to the new addresses for the properties located at the addresses identified above.





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SCHEDULE "B"

Pursuant to section 6.1 of the agreement, the cost for tanker operations services provided to properties situated within the fire area of the City of Woodstock shall be as follows:

1. Costs associated with fire protection tanker operations will follow the generally accepted guidelines for fee structure of the Ministry of Transportation Ontario for fire department response invoices, as amended from time to time.
2. Costs associated with Schedule B shall be paid within thirty (30) days of receipt of such invoices.