

THIS **PRINTING SERVICE AGREEMENT** made in triplicate this 17 day of December, 2018.

BETWEEN:

THE POWER COMMISSION OF THE CITY OF SAINT JOHN, a Commission established by resolution of Common Council of the City of Saint John in 1922, pursuant to the terms of the *New Brunswick Electric Power Act* 1920, 10 George V c. 53, hereinafter referred to as "Saint John Energy",

OF THE FIRST PART

- and -

THE CITY OF SAINT JOHN, having its offices at the City Hall Building at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter referred to as the "City",

OF THE SECOND PART

WHEREAS, Saint John Energy in the course of its activities as provided for in The New Brunswick Electric Power Act, 1920 (10 Geo. V c.53 as amended), the "Power Act", has acquired a printing facility in order to produce and process material necessarily incidental to its operation, such as invoice, payroll and other financial documents; and

WHEREAS, the capacity of the printing facility referred to in the immediately preceding recital is greater than is presently required by Saint John Energy; and

WHEREAS, Saint John Energy and the City have agreed that it would be mutually beneficial to utilize a portion of the excess capacity of the aforesaid printing facility to provide printing and related services to the City; and

WHEREAS, Saint John Energy is obliged pursuant to the provisions of the *Local Governance Act*, S.N.B. 2017, c.18, and amendments thereto, to deliver its services on a user-charge basis as is more fully described therein; and

WHEREAS, Saint John Energy and the City have further agreed that the printing and related services to be delivered to the City as set out herein shall be provided on a cost recovery basis with “cost” being comprised of the projected material, labour, maintenance, security and depreciation cost to Saint John Energy directly attributable to the provision to the City of the aforesaid services, so that in doing so no financial burden will be borne by the customers of Saint John Energy.

WHEREAS, the Common Council on December 17, 2018 resolved:

- (a) that the City enter into a Printing Service Agreement with Saint John Energy in the form as attached to M&C# 2018-351 for the printing and mailing services of Saint John Water invoices and employees T4s and T4As, as well as the printing of monthly pension pay advices; and
- (b) that the Mayor and Common Clerk be authorized to execute the Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

Definitions

The terms defined in this clause shall for all purposes of this Agreement have the meanings specified unless the context otherwise specifies or requires:

- 1(1) “**Address List**” means the list supplied by the City containing the names and addresses to which the City wishes to be delivered;
- 1(2) “**Applicable Laws**” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either this Agreement or any part of them;
- 1(3) “**Authorized Users**” include the Commissioner of Finance and Corporate Services, Comptroller and Assistant Comptroller(s);
- 1(4) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of New Brunswick;
- 1(5) “**City**” means The City of Saint John;

1(6) **"City Address"** means 15 Market Square, P.O. Box 1971, Saint John, New Brunswick, E2L 4L1, Telephone: 506-658-2951, Fax: 506-649-7901;

1(7) **"City Confidential Information"** means all information of the City that is of a confidential nature, including all confidential information in the custody or control of the City, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of Saint John Energy in connection with this Agreement. For the purposes or greater certainty and without limiting the generality of the foregoing, City Confidential Information shall:

(a) Include:

(i) all new information derived at any time from any such information whether created by the City, Saint John Energy or any third party;

(ii) all information (including personal information) that the City is obliged, or has the discretion, not to disclose under provincial or federal legislation;

(b) Not include information that:

(i) is or becomes generally available to the public without fault or breach on the part of Saint John Energy of any duty of confidentiality owed by Saint John Energy to the City or to any third party;

(ii) Saint John Energy can demonstrate to have been rightfully obtained by Saint John Energy, without any obligation of confidence, from a third party who had the right to transfer or disclose it to Saint John Energy free of any obligation of confidence; or

(iii) Saint John Energy can demonstrate to have been rightfully known to or in the possession of Saint John Energy at the time of disclosure free of any obligation of confidence when disclosed;

- 1(8) “**City Representative**” means a representative from the Finance Department of the City of Saint John;
- 1(9) “**Common Council**” means the elected municipal council of the City;
- 1(10) “**Mail**” means the postal delivery system operated by Canada Post Corporation;
- 1(11) “**Message**” means the text and data supplied by the City to Saint John Energy which may have some variable content but is formatted in an identical manner;
- 1(12) “**Printing Request**” means invoice printing (*single side*) and insertion into delivery envelope along with a return envelope, if required by City. Pay stub printing (*single side*) and insertion into delivery envelope;
- 1(13) “**Saint John Energy**” means The Power Commission of The City of Saint John, located at 325 Simms Street, Saint John, New Brunswick, E2M 3L6 Telephone: 506-658-5252, Fax: 506-658-0868;
- 1(14) “**Saint John Energy’s Representative**” means a representative from the Compliance, Regulatory and Commercial Affairs Department of Saint John Energy;
- 1(15) “**Services**” mean those services as set out in this Agreement and any additional services agreed between the parties in writing;
- 1(16) “**Services Fees**” mean the applicable costs or rates specified in the fee schedule section of this Agreement to be paid by the City;
- 1(17) “**Term**” means the term of this Agreement as set out in Section 3; and
- 1(18) “**Unit**” means an individual delivery envelope containing an invoice or pay stub or T4 -T4A.

General

2(1) The City hereby agrees to retain Saint John Energy to provide the City with the Services and Saint John Energy hereby agrees to provide the Services to the City, all in accordance with the provisions of this Agreement.

2(2) All references to the City are deemed to include the City's Authorized Users as agents for the City and any actions taken by such Authorized Users are deemed to be the actions of the City. The Authorized Users have an administrative role and authority for the City of Saint John but cannot act on behalf of Council in altering this Agreement. The City shall require that each Authorized User abide by this Agreement.

Term

3(1) The term of this Agreement shall be four (4) years, commencing on January 1, 2019 and terminating at midnight on December 31, 2022, unless otherwise terminated in accordance with the provisions thereof.

3(2) This Agreement shall be extended for one (1) additional period of four (4) years unless it's otherwise terminated upon thirty (30) days' written notification by either party prior to December 31, 2022. Such renewal period is subject to review of costs of services, if applicable.

Scope of Services

4(1) Saint John Energy shall perform the Services as set out in this Agreement which include, but are not limited to the following:

- (a) Providing printing and mailing services for water and sewerage invoices to the customers of the City;
- (b) Providing printing and mailing services for monthly pension pay advices and T4s and T4As of the employees of the City and pensioners; and
- (c) Providing any other services agreed between the parties.

4(2) Saint John Energy shall perform these Services under the general direction and control of the Authorized Users and with all due and reasonable diligence, professional skills and competence.

Fees

5(1) The City shall pay to Saint John Energy the fees in accordance with the following:

- (a) The applicable postage and Services Fees plus all applicable taxes, net 45 days from the date of the invoice;
- (b) The Services Fees are as follows:

		Year 1	Year 2	Year 3	Year 4
Water and Sewerage Invoices	Canada Post - high density presort Incentive Lettermail™ - rate per unit <i>(subject to change without notice)</i>	\$0.78	\$0.78	\$0.78	\$0.78
	Service Fee per unit	\$0.237	\$0.242	\$0.247	\$0.252
	Set-up Fee <i>(if current format significantly altered)</i>	\$960.00	\$960.00	\$960.00	\$960.00
Pension Pay Advices	Canada Post - high density presort Incentive Lettermail™ - rate per unit <i>(subject to change without notice)</i>	\$0.78	\$0.78	\$0.78	\$0.78
	Service Fee per unit	\$0.165	\$0.168	\$0.172	\$0.175
	Set-up Fee <i>(if current format significantly altered)</i>	\$960.00	\$960.00	\$960.00	\$960.00
T4s and T4As	Canada Post Lettermail™ rate per unit <i>(subject to change without notice)</i>	\$0.84	\$0.84	\$0.84	\$0.84
	Service Fee per unit	\$0.250	\$0.255	\$0.260	\$0.266
	Annual Set-up Cost <i>(Time and Materials)</i>	\$688.00	\$701.00	\$715.00	\$730.00
	Set-up Fee <i>(if current format significantly altered)</i>	\$960.00	\$960.00	\$960.00	\$960.00
Extra Inserts	Price dependent on customer's specific requirements. Will quote on request.				

5(2) The Services Fees to be paid by the City for the Services performed hereunder shall be exclusive of any applicable sales taxes.

5(3) With respect to any invoice submitted by Saint John Energy, the City may, without triggering a default under this Agreement, withhold from any payment otherwise due:

- (a) any amount incorrectly invoiced, provided that the City Representative or the City timely informs Saint John Energy in writing of the amounts alleged to be incorrectly invoiced and the basis for any such assertion for review, resolution and rebilling purposes; or
- (b) any amount in dispute.

5(4) Unless the City has notified Saint John Energy in writing within 30 days of any errors in the statement of account or the invoice/transaction records, then they shall be deemed to be complete and correct.

5(5) The City agrees to pay interest on unpaid amounts at the rate of 1-½ percent per month (19.56% per year) calculated from the date of the applicable invoice.

5(6) Saint John Energy is not obliged to extend any credit to the City.

Obligations and Responsibilities of Saint John Energy

6(1) Upon the initial creation of a new Message by the City or message format, Saint John Energy, at its own expense, shall:

- (a) Provide a copy or proof of the printed Message to the City to ensure that the printed Message is satisfactory in all respects;
- (b) Cause the customer's Message to be printed on stationery, addressed, enveloped and introduced into the Mail delivery system for the City's water and sewerage invoices;
- (c) Cause the Message to be printed on stationery, addressed, enveloped and delivered to a specified location for the City pay-stubs, in either case in accordance with the Schedule of Production Details attached hereto as Schedule "A";
- (d) Not alter the content, size, weight, packaging, file format or other requirements of the City's Printing Request without prior written notice and acceptance by the City;
- (e) Unless otherwise agreed will supply stationery as outlined in Schedule "A"; and
- (f) Purchase stationery in quantities not less than 100,000 units of each type. If the City requests that Saint John Energy alter the type of stationery from that set out in Schedule "A", the City shall pay Saint John Energy the cost and take possession of the balance of unused stationery. The City shall pay Saint John Energy for any stationery remaining upon completion or termination of this agreement.

Obligations and Responsibilities of the City

7(1) The City, at its own expense, through its Finance Department, shall:

- (a) Deliver the electronic Message and Address List to a file transfer protocol (FTP) site, as specified by Saint John Energy;
- (b) Deliver any customer provided custom stationery to Saint John Energy's office at 325 Simms Street, Saint John, New Brunswick;
- (c) Format the electronic Message and Address List in accordance with an approved Saint John Energy file specifications as established from time to time;

- (d) Not alter the size, weight, packaging, file format or other requirements of their Printing Request without prior written notice and acceptance by Saint John Energy;
- (e) Ensure that all information and materials required by Saint John Energy to print the Message (including but not limited to the Message, Address List, custom stationery) shall be received by Saint John Energy on the agreed date and time as presented in -Schedule "A" contained in this Agreement or production will be re-scheduled at the next available opportunity;
- (f) Achieve, by commencement of this Agreement and maintain thereafter, a 95% address accuracy rate, in accordance with Canada Post's preferred rate address accuracy requirements;
- (g) Ensure that the monthly "metered" customers and the bi-annual "flat rate" customers are not requested for printing in the same week; and
- (h) Ensure that all items must comply with the requirements set out in this Agreement and all documents referenced therein, subject to any amendments and that items not complying with these requirements may not be processed under this Agreement.

Failure to Perform

8(1) Should Saint John Energy fail for any cause whatever to perform the Services provided for by this Agreement, or fail to perform the Services in a manner satisfactory to the City, then, in either case, all payments by the City to Saint John Energy shall cease as of the date of such failure, and the City may appoint its officials, or any other person or persons in the place of Saint John Energy to perform the Services and Saint John Energy shall have no claim against the City except for the Services which has been performed by Saint John Energy under this Agreement up to the time of such failure, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to Saint John Energy.

Dismissal and Termination

9(1) In the event that the City is dissatisfied with the Services performance by the Saint John Energy or that Saint John Energy does not comply with the specifications and the terms and conditions of this Agreement, the parties agree that the City may dismiss Saint John Energy at any time, with or without cause, on thirty (30) days' prior written notice.

Saint John Energy will accept payment for Services performed to the date of dismissal on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all claims under this Agreement, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to Saint John Energy.

9(2) This Agreement may be terminated by the City upon thirty (30) days' written notice to Saint John Energy of the City's intention to terminate the same.

9(3) In the event of termination of this Agreement by the City, the City shall within forty-five (45) Business Days of termination pay Saint John Energy, all services rendered by Saint John Energy up to the date of termination, in accordance with the payment provisions set out in this Agreement, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to Saint John Energy.

Confidential Information

10(1) During and following the Term, Saint John Energy shall:

- (a) Keep all City Confidential Information confidential and secure;
- (b) Limit the disclosure of City Confidential Information to only those employees, directors, partners, officers, agents, representatives, advisors or subcontractors who have a need to know it in order for Saint John Energy to perform the Services hereunder;
- (c) Not directly or indirectly disclose, destroy, exploit or use any City Confidential Information (except for the purpose of providing the Services, or except if required by order of a court or tribunal having jurisdiction), without first obtaining:
 - (i) The written consent of the City; and
 - (ii) In respect of any City Confidential Information relating to any third party, the written consent of such third party;
- (d) Provide City Confidential Information to the City on demand; and
- (e) Return all City Confidential Information to the City on or before the termination or expiry of the Term, with no copy or portion kept by Saint John Energy. Saint John Energy shall ensure that those of its directors, officers, employees, agents, partners, representatives, advisors or subcontractors who

have been provided with City Confidential Information will keep all City Confidential Information confidential and secure in accordance with the requirement of this Agreement and that all such City Confidential Information be returned to the City before the termination or expiry of the Term.

10(2) Saint John Energy shall not copy any City Confidential Information, in whole or in part, unless copying is essential for the provision of the Services.

10(3) Saint John Energy acknowledges that breach of any provisions of this Section 10 may cause irreparable harm to the City or to any third party to whom the City owes a duty of confidence, and that the injury to the City or to any third party may be difficult to calculate and inadequately compensable in damages. Saint John Energy agrees that the City is entitled to obtain injunctive relief (without proving any damage or harm sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of this Section 10.

10(4) If Saint John Energy or any of its directors, officers, employees, agents, representatives, advisors or subcontractors becomes legally compelled to disclose any City Confidential Information, Saint John Energy will provide the City with prompt notice to that effect in order to allow the City to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the City and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, Saint John Energy will disclose only that portion of City Confidential Information which Saint John Energy is legally compelled to disclose, only to such person or persons to whom Saint John Energy is legally compelled to disclose, and Saint John Energy shall provide notice to each such recipient (in co-operation with legal counsel for the City) that such City Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in this Agreement.

10(5) Saint John Energy will take all reasonable steps to ensure the confidentiality of the City's Confidential Information while in their possession. Specifically,

- (a) Saint John Energy will ensure that pay stub Messages are in the presence of an authorized employee, in a restricted access area, while being printed, packaged and sealed;
- (b) That water and sewerage Messages are in a restricted access area, while being printed, packaged and sealed;
- (c) That all completed and packaged Messages will be held in a restricted access area until delivery by an authorized delivery

service, to either the Mail, in the case of water and sewerage Messages, or the designated location at City Hall, in the case of pay stub Messages; and

- (d) That all electronic files are deleted after completion of the customers Printing Request.

10(6) The provisions of this Section 10 shall survive any termination or expiry of this Agreement.

Remedies

11(1) Subject to Sections 16 and 17 hereof, upon default by any party under any terms of this Agreement, and at any time after the default, any party shall have all rights and remedies provided by law and by this Agreement.

11(2) No delay or omission by the parties in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, any parties may remedy any default by the other party in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the defaulting party. All rights and remedies of any party granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

Indemnification

12(1) Subject to clause 12(2) hereof, but notwithstanding any other clauses herein, Saint John Energy shall indemnify and save harmless the City from all damages, costs, claims, demands, actions, suits or other proceedings by whomsoever claimed, made, brought or prosecuted in any manner and whether in respect of property owned by others or in respect of damage sustained by others based upon or arising out of or in connection with the performance of this Agreement or anything done or purported to be done in any manner hereunder, but only to the extent that such damages, costs, claims, demands, actions, suits or other proceedings are attributable to and caused by Saint John Energy's negligence, errors or omissions.

12(2) In no event shall Saint John Energy be obligated to indemnify the City in any manner whatsoever in respect of any damages, costs, claims, demands, actions, suits or other proceedings caused by the negligence of the City, or any person for whom the City is responsible.

12(3) Saint John Energy will not be held liable for any failure of the postal system once the City's Printing Request has been delivered to the Mail. In no event shall Saint John Energy be liable for any indirect, special, incidental or consequential damages, even if Saint John Energy has been advised of the possibility thereof.

Assignment of Agreement

13 This Agreement cannot be assigned by Saint John Energy to any other service provider without the express written approval of the City.

Performance

14 All parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Non-Performance

15 The failure on the part of any parties to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

Mediation

16(1) All disputes arising out of, or in connection with, this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, shall be mediated upon the willingness of all parties. Despite an agreement to mediate, a party may apply to a court of competent jurisdiction or other competent authority for interim measures of protection at any time.

16(2) The place of mediation shall be the City of Saint John and Province of New Brunswick.

Arbitration

17(1) In the event that the parties are unwilling to mediate their dispute and that the dispute between the parties remain unresolved, then either the City or Saint John Energy, upon written notice to the other, may refer the dispute for determination to a Board of Arbitration consisting of three persons, one chosen by and on behalf of the City, one chosen by and on behalf of Saint John Energy and the third chosen by these two. In case of failure of the two arbitrators appointed by the parties hereto to agree upon a third arbitrator, such third arbitrator shall be appointed by a Judge of the Court of Queen's Bench of New Brunswick.

17(2) Any determination made by the Board of Arbitration shall be final and binding upon the parties and the cost of such determination shall be apportioned as the Board of Arbitration may decide.

17(3) No one shall be appointed or act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work or in the business or other affairs of any parties.

17(4) When the City or Saint John Energy seek such arbitration, the applicant shall deposit a security to the amount of One Thousand Dollars (\$1,000.00) with Finance Department of the City who is responsible for this Agreement, and such deposit is to be applied to the cost of the arbitration.

17(5) The place of arbitration shall be the City of Saint John and Province of New Brunswick.

17(6) The provisions of the *Arbitration Act*, S.N.B. 1992, c. A-10.1, and amendments thereto, shall apply to the arbitration.

Force Majeure

18(1) Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond a party's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services.

18(2) If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate this Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under this Agreement, at law or in equity.

Time

19 This Agreement shall not be enforced or bind any of the parties, until executed by all the parties named in it.

Notices

20(1) Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the City Address to the attention of the Common Clerk and to Saint John Energy Address to the attention of their Representative. Notices shall be deemed to have been given:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or
- (b) in the case of personal delivery or facsimile one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

Reference to Prior Agreement

21 This Agreement supersedes and takes the place of all prior agreements entered into by the parties with respect to the Services as set forth in this Agreement.

Amendments

22 No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties.

Acknowledgment of Terms and of Entirety

23 It is agreed that this written instrument embodies the entire agreement of the parties with regard to the matters dealt with in it, and that no understandings or agreements, verbal or otherwise, exist between the parties except as expressly set out in this instrument.

Further Documents

24 The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

Validity and Interpretation

25(1) Paragraph headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

25(2) The failure of the parties to insist upon strict adherence to any term or condition of the Agreement on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of the Agreement.

25(3) The Schedules to the Agreement form part of and are incorporated into the Agreement as fully and effectively as if they were set forth in the Agreement.

Governing Law

26 This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

Successors, Assigns

27 This Agreement shall enure to the benefit of and be binding on the successors and assigns of the City and on the successors and permitted assigns of Saint John Energy.

Severability

28 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

Independent Legal Advice

29 The parties acknowledge having obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution.

Acknowledgment of Receipt of Copy

30 Each of the parties acknowledges receipt of a true copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their proper officers and The Power Commission of The City of Saint John and The City of Saint John, have caused their corporate seals to be affixed as of the day and year first above written.

SIGNED, SEALED & DELIVERED

In the presence of:

**THE POWER COMMISSION OF
THE CITY OF SAINT JOHN**

Per:

) Raymond R. Robinson, President and
) CEO

THE CITY OF SAINT JOHN

) Mayor

) Common Clerk

) Common Council Resolution:

) _____, 2018

PROVINCE OF NEW BRUNSWICK

COUNTY OF SAINT JOHN

I, **Raymond R. Robinson**, of the City of Saint John and Province of New Brunswick, **MAKE OATH AND SAY:**

1. THAT I am the President and CEO of The Power Commission of The City of Saint John (the "Commission"), and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to.
2. That the Commission does not have a corporate seal.
3. THAT the signature "_____" is the signature of _____, the Chairman of the Commission, and the signature of "**Raymond R. Robinson**" subscribed to the foregoing instrument is my signature and in my own proper handwriting.
4. THAT the Chairman and the President are the officers of the Commission duly authorized to execute the foregoing instrument.
- 5 THAT the said document was executed as aforesaid at the City of Saint John in the Province of New Brunswick on the ____ day of _____, 2018.

SWORN TO before me at)
Saint John, in the County of)
Saint John and Province)
of New Brunswick this ____)
day of _____, 2018.)

Commissioner of Oaths,

Raymond R. Robinson, President and
CEO

Schedule "A"

Schedule of Production Details

Customer Water and Sewerage Invoices	
Stationery Supplied by Saint John Energy:	Mailing envelope - #10 double windowed, secure.
	Invoice paper – 20 lb. white, stub on bottom with micro perforation.
	Return envelopes – 6-1/2 x 3-5/8 single colour logo and bilingual return address.
Estimated Printing Request volume and timeframe.	Metered customers- Approx. 3,230 invoices bi-monthly, around the 20 th of the month (<i>Message printed on front side only.</i>) Flat rate customers – Approx. 14,120 bi-annually (February, August time frame). (<i>Message Printed on front and back.</i>)
Production Timeline	Message file to be delivered by customer to specified FTP site by 11:30 a.m. Atlantic Time three (3) business days before required mailing date.
	Saint John Energy to return Message file within four hours of receipt, for approval by customer.
	Customer to review and give authorization to proceed by 4:30 p.m. Atlantic Time the day on which the file is returned to the customer for authorization.
	Printing Request will be completed and delivered to the Mail by 4:30 p.m. three (3) Business Days following the delivery of the Message file from the customer.

Customer Pay Advices & T4s – T4As	
Stationery Supplied by Saint John Energy:	Delivery envelope - #10 windowed secure, with return address and logo (for pay stubs only).
	Pay stub paper – 20 lb. white.
Estimated Printing Request volume and timeframe.	Approx. 900-950 pay advices for pensioners per month. File received 3rd or 4 th week of each month. Approx. 2,200 T4s & T4As per year. File received in the February timeframe.
Production Timeline	Message files to be delivered by customer utilizing encrypted e-mail: before 11:30am Atlantic time the day of the file transmission.
	Printing Request will be completed and delivered to the 12 th Floor City Hall Human Resources office, by 4:30 p.m. the Business Day following the delivery of the Printing Request from the customer. T4s and T4As will be mailed by Saint John Energy.