

This Agreement is made in duplicate by and between:

THE CITY OF SAINT JOHN, in the County of Saint John and Province of New Brunswick, a body corporate by Royal Charter (the "City")

OF THE FIRST PART

- and -

NEW BRUNSWICK POWER NUCLEAR CORPORATION, a corporation incorporated under the *Business Corporations Act*, S.N.B. 1981, ch. B-9.1, ("N.B. Power")

OF THE SECOND PART

WHEREAS N.B. Power is the owner and operator of a Nuclear Generating Station situated at Point Lepreau being in the Counties of Saint John and Charlotte in the Province of New Brunswick (the "Station");

AND WHEREAS the City is the owner and operator of the Saint John Fire Department (the "SJFD");

AND WHEREAS N.B. Power may from time to time require back-up fire protection services to supplement its fire protection capabilities at the Station;

AND WHEREAS the City has agreed to provide the service of the SJFD for the aforesaid purpose;

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. **Responsibilities of the City**

- 1.01 Subject to subsection 1.06 hereof, the SJFD will provide emergency response service for N.B. Power, as dispatched from Saint John, N.B., at the Station.
- 1.02 The SJFD will participate in semi-annual training/orientation sessions and exercises for the Station that are fully sponsored by N.B. Power. It is understood that the personnel of the SJFD who are expected to respond to the Station, should the need arise, will be the crews participating in any such sponsored training/orientation sessions.
- 1.03 Upon the City's Public Safety Communications Centre receiving a call for assistance from the Station, the SJFD will immediately dispatch thereto from Saint John, N.B. the following:

- (a) One Incident Commander (the “Commander”);
 - (b) One Engine and Crew, consisting of: one (1) Officer and three (3) Fire Fighters; and
 - (c) One Ladder Truck and Crew consisting of: one (1) Officer and three (3) Fire Fighters, or, in the alternative, a second Engine and Crew should a Ladder Truck be unavailable.
- 1.04 The Public Safety Communications Centre will confirm that the call is authentic by calling the Station’s Control Room at (506) 659-2540.
- 1.05 Upon arrival at the Station, the SJFD’s personnel will immediately commence appropriate fire suppression and/or rescue services (as trained for) and will continue such work under the joint direction and supervision of the Station’s Shift Supervisor (the “Supervisor”) or his designate and the Commander, until such time as the Supervisor or his designate and Commander mutually agree that the City’s assistance is no longer required.
- 1.06 It is recognized by the City and N.B. Power that the primary responsibility of the SJFD is to provide fire protection services within the City of Saint John and it is agreed that the City is not required to provide, at the Station, the SJFD personnel and equipment referred to in subsection 1.03 hereof if, in the opinion of the Chief of the SJFD, it is necessary for any or all of the personnel and/or equipment to remain in or return to the City of Saint John to provide fire protection services in Saint John, N.B.
- 2. Responsibilities of N.B. Power**
- 2.01 In the event that the back-up assistance of the SJFD is required at the Station, the Supervisor or his delegate will contact the City’s Public Safety Communications Centre by telephone at the telephone number 911. The caller will identify him/herself, briefly explain the situation and request assistance.
- 2.02 The Supervisor will be responsible, in cooperation with the Commander, for the direction, supervision and safety of the SJFD personnel while they are present at the Station.
- 2.03 At all times during which the SJFD personnel are present at the Station in response to a call for assistance, N.B. Power will be responsible to protect the SJFD personnel from exposure to radiation and, at N.B. Power’s expense, will provide the SJFD personnel with meals, dry clothing and such other accommodations as the situation may require, as determined by the Supervisor in consultation with the Commander.
- 2.04 N.B. Power will provide on an ongoing basis the necessary familiarization and/or orientation to the personnel of the SJFD that are required to respond to the Station.

2.05 Any and all specialized training and equipment that is not considered part of traditional structural firefighting, but could be employed when responding to the Station, shall be provided by N.B. Power to the SJFD and shall include, if any, the payment by N.B. Power of all annual certification, recertification, calibration or other occurring or reoccurring costs.

3. **Payment**

3.01 N.B. Power will compensate the City as follows for its services provided hereunder:

- (a) A annual "standby" fee of \$77,544 pro-rated for the term of this contract, which shall be due within 45 days of this Agreement being duly executed by both parties;
- (b) A "dispatch" fee of \$1,000 for each and every call-out (including cancelled en route calls), regardless of duration;
- (c) A "user fee", calculated as follows for each person and vehicle provided by the City:

Each Hour or Part Thereof

Engine or Ladder Truck \$300.00

Light Vehicle (excluding cars) \$125.00

Personnel In accordance with the most current collective agreement between I.A.F.F. Local 771 and the City and the most current management pay scale for the City in place at the time, plus all applicable fringe benefits and WorkSafe NB costs.

- (d) All overtime rates and associated fringe benefit costs incurred by the City that are in place at the time with respect to: 1) the Fire Fighters and Commander(s) who are dispatched to the Station; and 2) the Fire Fighters and Commander(s) who are called-in to restore the on-duty complement of the SJFD. Overtime rates and associated fringe benefit costs shall be in accordance with the most current collective agreements between I.A.F.F. Local 771 and the City and the most current management pay scale for the City at the time.

3.02 The "user fee" identified in paragraph 3.01(c) hereof shall commence one hour after dispatch of the SJFD and shall continue until the last responding Engine, Ladder Truck or Light Vehicle of the SJFD returns to its Fire Station.

3.03 The "dispatch fee" identified in paragraph 3.01(b) hereof shall be in addition to the "user fee".

- 3.04 All required payments identified in Section 3 hereof shall be made by N.B. Power in full to the City within forty-five (45) days of invoicing.
- 3.05 Reimbursement for training costs does not include the familiarization training referenced in paragraph 1.02, but does include all specialized training, certifications or courses as mutually agreed upon in paragraph 2.05.
- 3.06 The annual “standby” fee identified in paragraph 3.01(a) hereof shall increase annually on the anniversary date of each year of the Term based upon the percentage change to the previous 12 months Consumer Price Index (CPI) for New Brunswick, as determined by Statistics Canada.
- 3.07 If HST is applicable, it shall be in addition to the fees referenced herein.

4. **Term**

This Agreement shall take effect and be binding on the parties hereto and shall commence on December 17, 2019 and conclude on February 29th, 2020. This Agreement supersedes and replaces all previous agreements respecting the subject matter of this Agreement.

5. **Contact**

The contact person at the Station for clarification of the arrangements herein provided will be the Coordinator of Fire Prevention. The contact person in any emergency will be the Duty Shift Supervisor – Telephone (506) 659-6214.

IN WITNESS WHEREOF the City and N.B. Power have caused this agreement to be duly executed.

Signed, Sealed & Delivered by The City of Saint John on the ____ day of _____, 2019.

)
) THE CITY OF SAINT JOHN
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) _____
) Don Darling, Mayor
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) _____
) Jonathan Taylor, Common Clerk
)
) Common Council Resolution Date:
)
)

Signed, Sealed & Delivered by the New Brunswick Power Nuclear Corporation on the ____ day of _____, 2019.

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) NEW BRUNSWICK POWER
) NUCLEAR CORPORATION
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) _____
) Gaetan Thomas
) President
)
)
) _____
) Wanda Harrison
) Corporate Secretary and General Counsel

PROVINCE OF NEW BRUNSWICK

COUNTY OF SAINT JOHN

I, JONATHAN A. TAYLOR, of the City of Saint John, in the County of Saint John and Province of New Brunswick, MAKE OATH AND SAY:-

1. THAT I am the Common Clerk of the City of Saint John and have custody of the Common Seal hereof.

2. THAT the Seal to the foregoing instrument affixed is the Common Seal of the City of Saint John and that it was so affixed by Order of the Common Council of the said City.

3. THAT the signature "Don Darling" to the said instrument is the signature of Don Darling, Mayor of the said City, and the signature "Jonathan A. Taylor" thereto is my own signature.

4. THAT we are the proper officers to sign the foregoing instrument on behalf of the City of Saint John.

SWORN TO BEFORE ME at)
the City of Saint John, in the)
County of Saint John and)
Province of New Brunswick)
this ____ day of _____,)
2019.)
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_____)
)
Commissioner of Oaths)
Being a Solicitor)

Jonathan A. Taylor

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

I, WANDA HARRISON, of the City of Fredericton, in the County of York and Province of New Brunswick, MAKE OATH AND SAY:-

1. THAT I am the Corporate Secretary and General Counsel of New Brunswick Power Nuclear Corporation and have custody of the Corporate Seal thereof.
2. THAT the Seal to the foregoing instrument affixed is the Corporate Seal of New Brunswick Power Nuclear Corporation and that it was so affixed by Order of the Board of Directors of New Brunswick Power Nuclear Corporation.
3. THAT the signature "Gaetan Thomas" to the said instrument is the signature of Gaetan Thomas, President of New Brunswick Power Nuclear Corporation, and the signature "Wanda Harrison" thereto is my own signature.
4. THAT we are the proper officers to sign the foregoing instrument on behalf of New Brunswick Power Nuclear Corporation.

SWORN TO BEFORE ME at)
the City of Fredericton, in the)
County of York and Province)
of New Brunswick, this _____)
day of _____, 2019.)
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_____)
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Commissioner of Oaths)
Being a Solicitor)

Wanda Harrison