

BACKUP FIRE PROTECTION SERVICES AGREEMENT
For the Point Lepreau Nuclear Generating Station (the "Agreement")

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 CORPORATION, a Crown corporation, under and by virtue of the Electricity Act, SNB 2013, c 7, ("NB Power")

OF THE SECOND PART

WHEREAS NB Power is the owner and operator of a Nuclear Generating Station situated at Maces Bay being in the County of 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 NB Power may from time to time require backup 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 NB 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 NB 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) Firefighters; and
- (c) One Ladder Truck and Crew consisting of: one (1) Officer and three (3) Firefighters, 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 arriving at the Station, the SJFD's personnel will immediately respond to the command post, receive tasking from the Unified Command System, and will continue such work under the joint direction and supervision of the Station's Shift Supervisor ("Supervisor") or his/her designate and the Commander until such time as the Supervisor and the Commander mutually agree that the City's assistance is no longer required. For the purposes of this Agreement, "Unified Command System" is an authority structure in which the role of incident commander is shared by two or more individuals, each already having authority in a different responding agency.
- 1.06 It is recognized by the City and NB Power that the primary responsibility of the SJFD is to provide fire protection services with 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 NB Power

- 2.01 In the event that the back-up assistance of the SJFD is required at the Station, the NB Power supervisor or his/her 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, NB Power will be responsible to protect the SJFD personnel from exposure to radiation and, at NB Power's expense, will provide the SJFD 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 NB 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 NB Power to the SJFD and shall include, if any, the payment by NB Power of all annual certification, recertification, calibration or other occurring or reoccurring costs.

3. **Payment**

- 3.01 NB Power will compensate the City as follows for its services provided hereunder:

(a) A "standby" fee of \$35,100.00 paid annually to the City, with the 2018/2019 annual payment 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 Firefighters and Commander(s) who are dispatched to the Station; and 2) Firefighters 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 (other than the “standby” fee identified in paragraph 3.01(a) hereof) shall be made by NB Power in full to the City within thirty (30) days of receipt of an acceptable invoice.
- 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**

- 4.01 This Agreement shall take effect and be binding on both parties hereto on the date it is approved by the resolution of the Common Council to the City and after this Agreement is duly executed by both Parties and shall continue and remain in force for a period of six (6) months following that date (the “Term”), which Term may be extend for further periods of time as may be mutually agreed by the parties in writing. This Agreement supersedes and replaces all previous agreements respecting the subject matter of this Agreement.
- 4.02 During the Term, NB Power and SJFD will work together to enhance the level of details herein to specifically mandate: roles, training and funding, along with other similar matters pertaining to the renewal of the Agreement.
- 4.03 During the Term, NB Power and the City, will explore the potential for a joint Training initiative.

5. **TERMINATION OF AGREEMENT**

- 5.01 Either party shall have the right, which may be exercised upon the provision of at least sixty (60) days prior written notice to the other party, to terminate the Agreement for any reason. In the event of such termination, NB Power shall pay the City the full amount of any outstanding, non-disputed invoices.
- 5.02 NB Power shall not be liable to the City for loss of anticipated profit upon termination of the Agreement.

6. **Contact**

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

IN WITNESS WHEREOF the City and NB 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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) Common Council Resolution Date:
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Signed, Sealed & Delivered by New Brunswick Power Corporation on the 22 day of March, 2019.

SERVICES JURIDIQUES



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) New Brunswick Power Corporation
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) Gaëtan Thomas
) President and CEO
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) Wanda Harrison
) Chief Legal Officer
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