

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 52-2024

Being a By-law to Authorize Execution of an Agreement between Cameco Corporation and the Corporation of the Municipality of Port Hope regarding Fire Response Services at the Cameco Fuel Manufacturing Facility and Repeal By-law 73-2011

WHEREAS the Municipal Act, 2001, Section 9 provides in part that a Municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority; and

WHEREAS Council considered Staff Report PS-11-24 at its Meeting on August 6, 2024; and

WHEREAS Port Hope Fire and Emergency Services has maintained an agreement with Cameco Fuel Manufacturing Inc. for a number of years with respect to emergency response, and this agreement encompasses changes to emergency response standards for training, new training agreements and expanded equipment supplied to Port Hope on behalf of Cameco Fuel Manufacturing Inc.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE ENACTS AS FOLLOWS:

1. THAT the Mayor and Municipal Clerk are hereby authorized to execute on behalf of the Corporation of the Municipality of Port Hope, an Agreement with Cameco Fuel Manufacturing Inc. regarding provision of Fire Response Services at the Fuel Manufacturing Facility in accordance with the terms and conditions set out in Appendix "A" attached hereto comprising part of this By-law.
2. THAT By-law 73-2011 be repealed.
3. THAT this By-law shall come into force the day it is finally passed.

BYLAW READ AND PASSED in Open Council this 3rd day of September, 2024.

Olena Hankivsky, Mayor

Shrishma Davé, Clerk

Appendix "A" to By-law 52-2024

AGREEMENT FOR PROVISION OF FIRE RESPONSE SERVICES

THIS AGREEMENT is made effective as of the ____ day of _____, 2024.

BETWEEN:

CAMECO FUEL MANUFACTURING INC. (hereinafter "CFM")

-and-

THE MUNICIPALITY OF PORT HOPE FIRE AND EMERGENCY SERVICES (hereinafter
"Port Hope
Fire Emergency Services")

RECITALS:

- A. The Port Hope Fire Emergency Services provides fire suppression and rescue services to Cameco Fuel Manufacturing at its Port Hope facility consisting of its manufacturing facility described as 200 Dorset Street East, Port Hope.
- B. CFM wish to assist the Port Hope Fire Emergency Services to enhance its awareness level and response capabilities and to improve coordination between CFM's Immediate Responders and the Port Hope Fire Emergency Services.
- C. CFM and the Port Hope Fire Emergency Services are entering into this agreement (the "Agreement") to achieve their common goals.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CFM and the Port Hope Fire Emergency Services agree as follows:

1. CFM and the Port Hope Fire Emergency Services will jointly develop training and response plans to improve coordination and communication between them and to ensure that the combined response and fire protection plans of CFM's Immediate Responders and the Port Hope Fire Emergency Services assist Cameco to meet the requirements of CSA N393-22 Fire Protection for Facilities that Process, Handle, or Store Nuclear Substance, the National Building Code of Canada (NBCC 2020), and the National Fire Code of Canada (NFCC 2020).
2. As a requirement of CSA N393, the Port Hope Fire Emergency Services shall have adopted NFPA 1001, 1002, and 1021 or equivalent Standards; or equivalent job performance standards.
3. CFM and the Port Hope Fire Emergency Services will jointly develop and execute a full-scale emergency exercise at a minimum of once every three years to be conducted at CFM's facility. On an annual basis, the Port Hope Fire Emergency Services shall be invited to participate in CFM's annual emergency response exercise. CFM shall also offer familiarization training and site tours to ensure that the Port Hope Fire Emergency Services is familiar with the hazards of the facility.

4. CFM will reimburse Port Hope Fire and Emergency Services for any damaged or contaminated equipment that is utilized during an emergency response or exercise at the CFM facility; this includes, but is not limited to, bunker gear, helmets and personal protective equipment.
5. The Port Hope Fire Emergency Services shall respond to all fire emergencies at CFM's facility and work with CFM's Immediate Responders to provide fire suppression and rescue services in accordance with standard firefighting practices and principles. On all initial fire calls to CFM, the Port Hope Fire Emergency Services will respond with all stations. The Port Hope Fire Emergency Services will set-up an Incident Command Post on arrival and shall liaise with CFM's Incident Commander who shall meet the Port Hope Fire Emergency Services Incident Commander.
CFM's Incident Commander will provide facility drawings and assist in developing the fire attack plan based on CFM's Pre-Incident Plan – Port Hope (CFM-10939-PIP) and information gained on site from the initial size-up.
6. Roles and responsibilities for both CFM's Immediate Responders and the Port Hope Fire Emergency Services are identified in "Schedule A." Further details are available in CFM's document MSP 30-02 - Emergency Response Plan, that can be provided upon written request, on a strictly confidential and informational basis only.
7. CFM shall be responsible for informing the Port Hope Fire Emergency Services of any condition or change to the facility that may impact the Pre-Incident Plan or fire response.
8. CFM and the Port Hope Fire Emergency Services shall promptly provide one another upon written request, on a strictly confidential and informational basis only, copies of all material correspondence, reports, and directives exchanged by CFM or the Port Hope Fire Emergency Services, as the case may be, with the Canadian Nuclear Safety Commission involving emergency response and fire protection matters relating to or affecting the CFM facility. This obligation shall not extend to draft, preliminary, or interim documentation, but if such documentation is so provided it shall continue to be kept strictly confidential and shall not be disclosed by the recipient even if the final documentation becomes public. CFM acknowledges and agrees that the foregoing provisions are subject to the statutory obligations of the Port Hope Fire Emergency Services with respect to the protection and disclosure of such information pursuant to provincial and federal legislation, such as but not limited to the provincial *Freedom of Information and Protection of Privacy Act*.
9. Nothing in this Agreement shall abrogate or limit any responsibilities or duties that the Port Hope Fire Emergency Services may have under the Fire Protection and Prevention Act, the Municipal Act, and any by-laws of general application passed by the Municipality in good faith relating to fire and emergency responses.
10. The term of this Agreement will be ten years. Thereafter, the term of this Agreement will automatically be renewed on a yearly basis, unless terminated by either party on written notice given one year (365 days) prior to the commencement of the next renewal term.
11. This Agreement is governed by and shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
12. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
13. This Agreement and the schedules attached hereto constitute the entire agreement between CFM and the Port Hope Fire Emergency Services pertaining to the subject

matter of this Agreement and amends, replaces, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions between the parties whether oral or written.

IN WITNESS WHEREOF CFM and the Port Hope Fire Emergency Services have executed this Agreement.

CAMECO FUEL MANUFACTURING

By:



Name: Doug Jensen

Title: General Manager

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

By: _____

Olena Hankivsky, Mayor

By: _____

Shrishma Davé, Clerk

SCHEDULE “A”

Port Hope Fire Emergency Services Roles and Responsibilities

1. The Port Hope Fire Emergency Services (PHFES) will operate as the Authority Having Jurisdiction (AHJ). The PHFES shall conduct offensive and defensive operations as deemed appropriate and in accordance with department SOP’s.
2. The PHFES shall work with other local emergency services and CFM to develop a unified command. A fire attack plan will then be developed based on the PHFES experience, CFM’s pre- incident plan, and information gained on site from the initial size-up. The implementation of this plan will be led by PHFES.
3. The roles of the Incident Commander shall include but not limited to:
 - a. Identify the objectives of the incident response always taking into consideration the three tactical priorities in this order: life safety, incident stabilization then property conservation.
 - b. Devise a plan with the command team to address the problem.
 - c. Monitor the situation and adjust as needed.
 - d. Lead the command team within the IC structure following ICS Canada and sign off on all operational plans.

Cameco Fuel Manufacturing Immediate Responder Roles and Responsibilities

1. CFM’s Immediate Responder roles and responsibilities are outlined in MSP 30-02 - Emergency Response Plan.
2. CFM’s Immediate Responders will respond to all fire incidents. If after hours, CFM Security will activate a recall procedure.
3. CFM’s Incident Commander will meet the Port Hope Fire Emergency Services IC at the Command Post established by the Port Hope Fire Emergency Services IC to work within a unified command structure providing site information and the firefighters with radiation dosimeters.
4. CFM’s Immediate Responders will assist the PHFES in the following manner:
 - a. Ensure that the IC is provided with technical information in the Command Post as required.
 - b. Liaise with the PHFES to provide assistance to the IC related to facility layout, equipment, and if any hazardous materials (including bulk gases) are involved in the fire zone.
 - c. Report the status of the accountability of CFM’s Immediate Responders to the IC.
 - d. Instruct CFM Immediate Responders to set up decontamination equipment at the direction of the IC.
 - e. Ensure that CFM’s Immediate Responders are able to conduct decontamination and monitoring as directed by the IC.
 - f. CFM’s Security staff and/or external police personnel are responsible for securing the site at all times

SCHEDULE "B"

The following items will be purchased:

1. Ten (10) portable two-way radios.
2. Two (2) high-rise bags, with two (2) one hundred (100) U.S. GPM combination nozzles.
3. Five hundred feet (500') 100mm High volume hose (Hi-Vol) Two hundred feet (200') 65mm hose, and five hundred feet (500') 45mm hose.
4. Two (2) 100mm Gated Y.