



## REQUEST FOR DECISION

File # 7130-08

Report To: **Mayor and Council**  
From: **Robert Norton, Director of Public Safety / Fire Chief**  
Subject: **Administration Report No. 0108/26**  
**John Horgan Generating Station Fire Protection Agreement**  
Meeting: **Regular Council**  
Meeting Date: **June 22, 2026**

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### **RECOMMENDATION:**

"THAT, Council endorse the Fire Protection Agreement between the City of Fort St. John and BC Hydro, substantially in the form attached to Administration Report No. 0108/26,  
AND THAT, Council authorize the Mayor and the Corporate Officer to sign the agreement."

### **CAO'S COMMENTS:**

This proposed agreement between the City of Fort St. John and BC Hydro offers a revenue source to the City of Fort St. John and a significant savings to BC Hydro in comparison to the cost of establishing a new fire response service.

### **ALTERNATIVE RECOMMENDATION:**

"THAT, Administration Report No. 0108/26 - John Horgan Generating Station Fire Protection Agreement, be received for information and discussion."

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### **KEY ISSUES(S)/ CONCEPTS DEFINED:**

Since 2018, the City of Fort St. John has provided fire protection and emergency response services to BC Hydro's Site C project through a series of time-limited agreements and extensions intended to maintain continuous service coverage during the construction and transition phases of the project.

As the site transitions from a construction-based environment to an operational generating facility, there is a requirement to move from short-term extension agreements to a comprehensive, long-term service contract that clearly defines the roles, responsibilities, and

expectations of both parties. The proposed agreement establishes a formalized framework for the provision of fire protection and emergency response services to BC Hydro infrastructure, including the John Horgan Generating Station, associated facilities, and ongoing construction activities such as the Cultural Centre project.

This agreement clearly defines the scope of services to be provided, establishes a sustainable cost recovery model, and incorporates updated contractual language reflective of current best practices.

Securing a long-term agreement will provide certainty to both the City and BC Hydro, reduce the administrative inefficiencies associated with repeated short-term extensions, and ensure continuity of emergency response coverage for critical provincial infrastructure.

**RELEVANT POLICY:**

N/A

<b>IMPLICATIONS OF RECOMMENDATION</b>
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**COMPLIANCE WITH STRATEGIC PILLARS:**

*Relationships & Advocacy – Initiate and foster relationships and advocate to decision makers on the issues that impact our community and our neighbours.*

**COMPLIANCE WITH STRATEGIC OBJECTIVES:**

*Relationships & Advocacy*

-Develop partnerships with agencies that provide education, health, and public safety services.

**GENERAL:**

N/A

**ORGANIZATIONAL:**

N/A

**FINANCIAL:**

This 3 year contract will provide \$75,000 annually to the City of Fort St. John plus response fees as per the BC Inter-Agency Operational Procedures and Reimbursement Rates.

**FOLLOW UP ACTION:**

If approved, the agreement will be finalized for execution by the authorized City signatories.

**COMMUNITY CONSULTATION:**

N/A

**COMMUNICATION:**

N/A

**DEPARTMENTS CONSULTED ON THIS REPORT:**

Public Safety

Corporate Services

**ATTACHMENTS:**

Fire Protection Agreement - John Horgan Generating Station

**RESPECTFULLY SUBMITTED:**

Robert Norton, Director of Public Safety / Fire Chief



## Construction

- Cultural Center
- Left Bank Complex 1
- ATCO camp deconstruction site
- R6 right bank office trailers
- 430 bench office trailers

## **2. Fire Protection Services**

- 2.1 The City shall, through its Fire Department, provide fire protection and control services (the Work) to and for the Facility and without limiting the generality of the foregoing, the Work supplied by the Fire Department to the Facility shall include;
- a) Visiting the Facility for pre-fire planning and development of a pre-fire plan;
  - b) Attending at fire emergencies within and at the Facility for the purpose of controlling and extinguishing fire and providing other emergency services as it relates to fire suppression;
  - c) Providing elevator rescue services;
  - d) Providing wildfire initial response within the facility boundary limits;
  - e) Motor vehicle incident extrication within the facility boundary limits;
  - f) Generally coordinating and implementing those services which may be necessary for or incidental to the suppression of fires within the Facility;
  - g) The Fire Chief, Designate or Officer-In-Charge will have full control of all fire apparatus and Fire Department personnel during fire emergencies at the site, and shall be entitled to control the emergency scene in accordance with powers granted to the Fire Department in Fort St. John Bylaw No. 2016, 2012, as amended from time to time;
  - h) Allocation of the City's fire department personnel and resources will be at the sole discretion of the Fire Chief;
  - i) The Fire Chief, Designate or Officer-In-Charge has the discretion to determine the number of Fire Department personnel and the apparatus and equipment that are required to be deployed in response to any incident or emergency response at the facility that is reported to the Fire Department. The determination of the Fire Chief, Designate or Officer-In-Charge shall be made in accordance with the circumstances of the emergency, and shall be subject to their discretion regarding the priority of response to concurrent incidents.
  - j) The City utilizes career fire fighters supported by paid-on-call fire fighters. BC Hydro acknowledges that the response to any particular incident within the site or in relation to the Facility may be adversely affected in circumstances where insufficient fire fighters turn out in response to a call-out.

## 2.2 Scope Limitations and Excluded Services

Notwithstanding any other provision of this Agreement, the Fire Protection Services to be provided by the City are limited to structural fire suppression, pre-incident planning activities, and routine emergency response services customarily provided by a municipal fire department of similar size and capability.

For greater certainty, the following services are explicitly excluded from the scope of this Agreement unless otherwise agreed to in writing by the City:

- a) hazardous materials response;
- b) confined space entry, rescue, or technical operations within confined or restricted spaces;
- c) technical rescue services, including but not limited to high-angle rescue, rope rescue, trench rescue, heavy urban search and rescue, or structural collapse rescue;
- d) specialized industrial firefighting activities requiring equipment, training, or staffing beyond the City's standard firefighting capability;
- e) underwater, swift water, or ice rescue;
- f) medical first responder services, including patient assessment, treatment, or transport, except for basic first aid incidental to other fire department response activities.

## 3. Term Agreement

3.1 The term of this Agreement shall be for three (3) years, and shall commence on July 1, 2026.

3.2 The Agreement may be renewed for up to two (2) additional years, upon the mutual written agreement of the parties.

3.3 BC Hydro may, without prejudice to any of its other rights at law or equity, and subject to the respective obligation of the Parties set forth in this Agreement, terminate this Agreement at any time by giving 3 months formal notice of termination of this Agreement, or a notice period as may be mutually agreed to by the Parties. During any notice period, the City shall continue to ensure diligent performance of the Work, or as otherwise directed by BC Hydro.

3.4 The City may, without prejudice to any of its other rights at law or in equity, terminate this Agreement at any time by providing not less than twelve (12) months' prior written notice to BC Hydro. During any notice period, the City shall continue to ensure diligent performance of the Work in accordance with this Agreement, unless otherwise agreed in writing by the Parties.

3.5 Upon termination of this Agreement in whole or in part, BC Hydro shall only be liable to pay for that portion of the Work actually performed by the City.

#### **4. Fees and Payment**

- 4.1 BC Hydro shall pay to the City the sum of:
- a) Fifty Thousand Dollars (\$50,000) annually, each year, for the availability of Fire Protection Services for generation activities under this Agreement; and
  - b) Twenty-Five Thousand Dollars (\$25,000) annually, each year, for the availability of Fire Protection Services for construction activities under this agreement; and
  - c) All response-related costs in accordance with Appendix A – Response Fee Schedule.
  - d) A pro-rated fee to the first of the month following the complete and permanent decommissioning of the Facility for the supply of Fire Protection Services through this Agreement.

Notwithstanding the above, for the period from July 1, 2026 to December 31, 2026, BC Hydro shall pay an annual fee equal to one-half (50%) of the annual amounts set out above, payable on July 15, 2026.

For each calendar year thereafter, the full annual amounts shall be payable on January 1 of each year of the term.

- 4.2 Invoices from the City shall be detailed, and shall include the following information:
- a) Billed to BC Hydro
  - b) The number of the P.O. to which the invoice relates;
  - c) The City's GST Registration number
  - d) The City's remittance name and address
  - e) A description of the Work being done;
  - f) Any further verification or documentation BC Hydro may require.
- 4.3 All invoices shall be submitted to BC Hydro by email to [dave.mengering@bchydro.com](mailto:dave.mengering@bchydro.com). BC Hydro shall submit payment of all undisputed amounts to the City within 30 days of receipt of the invoice. All payments shall be made by cheque or electric fund transfer payable to the City.

#### **5. Reporting Requirements**

- 5.1 The City shall provide such other information to BC Hydro as it may from time to time reasonably require, including, without limiting the generality of the foregoing, an annual statement of the activities of the Fire Department detailing responses to emergency calls at the Facility and other information concerning the Work performed at the Facility.

**6. Indemnity**

- 6.1 Each Party shall indemnify and hold harmless the other Party and its elected officials, officers, employees, and agents from and against any and all claims, demands, losses, damages, costs, and expenses arising out of:
- a) any negligent or willful misconduct or omission of the indemnifying Party, its officers, employees, agents, or contractors; and
  - b) any breach of this Agreement by the indemnifying Party.
- 6.2 The maximum liability of either party to the other for all claims arising out of the Contract shall be the total, or maximum, amount of compensation payable to Contractor under the Contract, except that for any claims required to be insured under a policy of insurance required from a party under the Contract the maximum liability of that party shall be the amount of insurance coverage required by the Contract to be maintained under such policy. Neither party is liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages of any nature whatsoever, or for any loss of revenues or profits.

**7. Insurance**

- 7.1 BC Hydro shall carry sufficient fire insurance on the property and provide proof of insurance with the current effective date annually, to the City.

BC Hydro shall be permitted to self-insure this requirement and to evidence same upon request by the way of a letter of self-insurance, which shall not expire and shall be valid in perpetuity.

- 7.2 The City shall, at all times during the Term of the Agreement, procure and maintain, at its sole cost and expense, with an insurance company authorized to do business in the jurisdiction in which the Work is being performed and acceptable to BC Hydro, acting in its discretion:
- a) Automobile Liability insurance covering bodily injury and property damage arising from the use of licensed vehicles owned, leased, or hired by the City, in an amount not less than two million dollars (\$2,000,000.00) per accident;
  - b) Commercial General liability insurance with a combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence for bodily injury, death, and property damage, sudden and accidental (IBC2313 or equivalent) including loss of use thereof, arising out of the operations of the City and its personnel.

## **8. Notice**

- 8.1 Any notice given to Fort St. John hereunder shall be well and sufficiently given if sent by pre-paid registered mail or delivered electronically to Fort St. John addressed as follows:

Chief Administrative Officer  
City of Fort St. John  
10631 - 100th Street  
Fort St. John, BC V1J3Z5  
CAO@fortstjohn.ca

- 8.2 Any such notice shall be deemed to have been given if delivered, when delivered, and if mailed, on the second business day following that on which it was mailed.
- 8.3 Any notice given hereunder to BC Hydro shall be well and sufficiently given if sent by prepaid registered mail or delivered electronically to the Company addressed as follows:

BC Hydro  
6911 Southpoint Drive  
Burnaby, BC  
V3N 4X8  
AccountsPayable@bchydro.com

- 8.4 Any such notice shall be deemed to have been given if delivered, when delivered, and if mailed, on the second business day following that on which it was mailed.

## **9. Dispute Resolution**

- 9.1 BC Hydro and the City shall use commercially reasonable efforts to resolve any disputes arising under, or related to, the Contract by discussion and negotiation and agree to provide, without prejudice, frank, candid and timely disclosure of relevant, non-privileged, facts, information and documents to facilitate such negotiations. If BC Hydro and the City are unable to resolve a dispute arising under, or related to, the Contract by discussion and negotiation, the parties may have the dispute resolved by mediation, arbitration or such other means as they may agree. If no agreement as to the method of dispute resolution is reached between BC Hydro and the City within 30 Days after the dispute arose, then either party may at any time submit the dispute to such British Columbia judicial tribunal as may be appropriate in the circumstances.
- 9.2 Each party shall continue performance of its obligations under the Contract notwithstanding the existence of a dispute.

**10. General**

- 10.1 The City covenants to use due diligence in undertaking the Work for BC Hydro and delivering fire suppression and fire prevention services to the Facility through its Fire Department in accordance with the terms of this Agreement.
- 10.2 The Parties here to and each of them covenant and agree that each of them shall upon the reasonable request of the other party, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deed, things, devices and assurances whatsoever for the better of more perfect and absolute performance of the terms and conditions of this agreement.
- 10.3 The parties here to covenant and agree that each has taken all necessary corporate action and obtained all necessary authorities to enable it to enter into and perform the terms of this Agreement.
- 10.4 If an anytime during the continuance of this Agreement the parties hereto shall deem it necessary or expedient to make any alteration or addition to this agreement, they may do so by means of a written agreement between them which shall be supplemental hereto and form part hereof.
- 10.5 Time shall be of the essence of this Agreement.
- 10.6 Neither of the parties hereto may assign any of their rights and obligations hereunder except as expressly provided, or with the written consent of the other party.
- 10.7 If any provision in the Agreement, or any portion thereof, is held to be invalid and unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 10.8 This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators and successors of the parties hereto
- 10.9 This Agreement shall be governed by the laws of the Province of British Columbia.

Execution page to follow

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

This Agreement for the City of Fort St.  
John was signed in the presence of:

This Agreement for BC Hydro  
was signed in the presence of:

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**Mayor**

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**Name**  
**Designation**

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**Corporate Officer**

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**Name**  
**Designation**

**Appendix A**  
**Response Fee Schedule**

Rates are based on the Inter-Agency Agreement between BC Wildfire Service and the Fire Chief's Association of British Columbia as adjusted annually.

All responses will be a minimum 3-hour billing charge.

Standard fire suppression response is a Type 1 Engine, Type 1 Tender and Duty Officer.

Standard motor vehicle incident extrication response is a Rescue and Duty Officer.

Standard elevator rescue response is a Type 1 Engine and Duty Officer.

Standard wildfire response is Type 6 Engine, Type 1 Water Tender, and Duty Officer.

Standard response language is for budgetary planning purposes only and does not represent a minimum response guarantee.

Rates will be adjusted annually as per the British Columbia Inter-Agency Reimbursement Rates.