

THIS HYDRO RELOCATION AND COST-SHARING AGREEMENT dated September 22, 2023

BETWEEN:

THE REGIONAL MUNICIPALITY OF YORK

(the "Region")

- and -

NEWMARKET-TAY POWER DISTRIBUTION LTD. operating as NT Power

(**"NT Power"**)

BACKGROUND:

- A. The Region is reconstructing and widening Yonge Street (Y.R. 1) from four (4) lanes to six (6) lanes, from Davis Drive in Newmarket to Green Lane in East Gwillimbury, as shown in Schedule "A" (Road Widening) attached hereto.
- B. NT Power has certain utility infrastructure within the Region's rights-of-way.
- C. Implementation of the Project (defined below) will necessitate the temporary and/or permanent installation, support, protection, removal, relocation, reconstruction, design, construction, inspection and/or monitoring of infrastructure and improvements owned or to be owned by NT Power within the Region's right-of-way, including underground and above ground circuits, civil and electrical works and all ancillary works for the distribution of electricity to the public and to the Project (collectively the **"NT Power Plant"**). In particular, to accommodate the Project, NT Power is required to relocate approximately 69 overhead power line poles, including approximately 16 high voltage power line poles, and all appurtenances and infrastructure related thereto (the **"Hydro Relocation"**).
- D. The Region has issued, or intends to issue, a request for tender (RFTC-1014-22) (**"RFT"**) with an anticipated closing date in June 2022 in respect of selecting the contractor that will complete construction of the Project. The Region has also retained consultant(s) for performance of the design and consulting services required for and related to the Project.
- E. NT Power has, through its own competitive procurement process, determined contractors who are acceptable to carry out and perform construction services on its infrastructure and equipment for certain capital projects of a civil or electrical nature, in relation to both above and below ground services, equipment, product and systems owned and operated by NT Power (the **"Prequalified Contractors"**). A list of the Prequalified Contractors is set out in Schedule "C" attached hereto.
- F. The parties recognize that NT Power has full authority and control over the NT Power Plant, and the parties agree that the Region will, or will under the Contract require the Contractor (as defined below) to, retain one or more Prequalified Contractors to carry out the Construction Work (as defined below).

- G. The Hydro Relocation Work (as defined below) will be undertaken in separate phases as the Project progresses.
- H. The Region has agreed to include the Hydro Relocation Work (as defined below) in the Project, for the benefit of NT Power and NT Power has agreed to pay the Region for the cost of such Hydro Relocation Work and associated consulting services in accordance with the terms of this Agreement. The Region and NT Power would like to clarify the rights and responsibilities between the Region and NT Power as to the work on the Project and the Hydro Relocation Work.
- I. The Region and NT Power are entering into this Agreement to set out the terms and conditions upon which the Project and Hydro Relocation Work are to be co-ordinated.
- J. The Project is anticipated to start in August 2022 and to be completed no later than December 1, 2024. However, these dates are subject to change by the Region at its discretion.

The parties agree:

1. DEFINITIONS

1.1 For the purposes of this Agreement, the following definitions apply:

"Agreement" means this Hydro Relocation and Cost Sharing Agreement between the Region and NT Power;

"Applicable Laws" means all: (a) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes, including the OHSA, the Construction Act, the Electricity Act, and the PSWHA; (b) applicable orders, decisions, codes, manuals, interpretation bulletins, judgements, injunctions, decrees, awards, and writs of any court tribunal, arbitrator, governmental authority or other person having jurisdiction, including all applicable Electrical Safety Authority or Ontario Energy Board codes, rules, rulings, decisions or guidelines and all applicable Infrastructure Health & Safety Association guidelines; (c) applicable rulings and conditions or any license, permit, certificate, registration, authorization, consent and approval issued by a governmental authority; and/or (d) any requirements under or prescribed by applicable common law;

"Consequential Damages" means (i) any consequential, indirect, exemplary or special damages, and (ii) damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or profits, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs;

"Construction Act" means the Construction Act, R.S.O. 1990, c. C.30, as amended;

"Construction Verification Program" means the program developed by NT Power and approved by Electrical Safety Authority that outlines the inspection, approval and documentation of any new construction or repairs to distribution systems including replacements of part or portion of a distribution system, like-for-like replacements, and legacy construction replacement with respect to the safety standards set out in Section 4 of the OReg 22/04;

"Contract" means the contract to be entered into between the Region and the Contractor to complete the Project;

"Contractor" means the contractor retained by the Region to complete the Project pursuant to the RFT;

"Construction Plans" means the documents prepared by the Region for planning and coordination of the Project, including completed pricing forms/work breakdown structures (WBS), complete bills of materials, and schedules for construction of the Project and performance of the Hydro Relocation Work;

"Construction Schedule" means the schedule for performance of a phase or component of the Construction Work as set out in the applicable Construction Plans;

"Construction Work" means the total construction required for the Hydro Relocation Work, including the temporary and/or permanent installation, support, protection, removal, relocation, reconstruction, construction of the NT Power Plant and all matters set out in Part A of Schedule "B" attached hereto;

"Design Plans" means all drawings, specifications, plans and other documentation prepared by NT Power for performance of the Construction Work;

"Design Work" means all professional design and related services required for the Hydro Relocation Work, and includes site design for NT Power overhead power poles in the new Yonge Street alignment, from Davis Drive in Newmarket to Green Lane in East Gwillimbury;

"Electricity Act" means the *Electricity Act, 1998*, S.O. 1998, c. 15, Sched.A, as amended;

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgement in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Good utility practice is not intended to be the optimum practice, method, or act, but rather to be acceptable practices, methods, or acts generally accepted in North America.

"Hydro Construction Equipment" shall have the meaning given in Section 4.2;

"Hydro Materials" shall have the meaning given in Section 4.1;

"Hydro Relocation" shall have the meaning given in the recitals to this Agreement

"Hydro Relocation Task List" shall have the meaning given in Section 5.1;

"Hydro Relocation Work" means the temporary and/or permanent installation, support, protection, removal, relocation, reconstruction, construction, inspection and/or monitoring of the NT Power Plant required to facilitate the Hydro Relocation as part of the Project pursuant to this Agreement, and includes the total decommissioning, installation, and commissioning services, and all related or necessarily incidental activities, including:

- (a) the Construction Work and the Site Works;
- (b) decommissioning the existing NT Power overhead power poles in the current Yonge Street alignment, from Davis Drive in Newmarket to Green Lane in East Gwillimbury;

- (c) reinstalling and connecting the existing NT Power overhead power poles, if reasonably practicable and having regard to public safety, in the new Yonge Street alignment, from Davis Drive in Newmarket to Green Lane in East Gwillimbury;
- (d) disposing of existing NT Power overhead power poles that are not reasonably practicable to reinstall and connect;
- (e) installing and connecting, if reasonably necessary, new NT Power overhead power poles in the new Yonge Street alignment, from Davis Drive in Newmarket to Green Lane in East Gwillimbury;
- (f) commissioning the reinstalled and the new NT Power overhead power poles in the new Yonge Street alignment, from Davis Drive in Newmarket to Green Lane in East Gwillimbury, in accordance with the Design Plans and as more particularly shown and described in Schedule "B" (Scope of Work) attached hereto;
- (g) coordination for the relocation of third party attachments from the existing pole line to the proposed pole line; and
- (h) replacement and/or reinstatement of customer electrical services, including: transformers, power supply poles, underground services, etc.

"NT Power" means Newmarket-Tay Power Distribution Ltd. operating as NT Power;

"NT Power Construction Verification Program" means NT Power's Construction Verification Program attached as Schedule "F" to this Agreement;

"NT Power Review Standard" means collectively the standards, processes, manuals, guidelines and other requirements set out in Section B(2) of Schedule "B" (Scope of Work), as reasonably applied by NT Power;

"NT Power Plant" shall have the meaning given in the recitals to this Agreement;

"OHSA" means the *Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, as amended;

"OReg 22/04" means Ontario Regulation 22/04- Electrical Distribution Safety, enacted under the Electricity Act;

"PSWHA" means the *Public Service Works on Highways Act*, R.S.O. 1990, c. P.49, as amended;

"Prequalified Contractors" shall have the meaning given in the recitals to this Agreement;

"Prime Rate" means the prime lending rate of interest for any day expressed as a rate per annum which the Royal Bank of Canada establishes for that day as the reference rate of interest in order to determine interest rates it will charge for commercial loans to its Canadian customers as the same may fluctuate and change from time to time;

"Project" means the road widening project initiated by the Region as described in Recital A to this Agreement and includes the Hydro Relocation Work;

"Region" means The Regional Municipality of York as a municipal corporation;

"Region Personnel" means the Contractor, the Region's Representatives and any other consultants, contractors, suppliers or other persons retained by the Region for the Project;

"Representatives" means the employees, agents, officers, directors or other representatives of a party;

"RFT" shall have the meaning given in the recitals to this Agreement;

"Site" means the location of the Project, including the location of all phases of the Project and of the Construction Work;

"Site Works" means the work and activities to be performed at the Site that assist in the completion of the Construction Work and include:

- (a) construction staging and layout;
- (b) traffic control;
- (c) erosion and sediment control;
- (d) paid duty officer (allowance);
- (e) temporary power supply (generator);
- (f) Site restoration; and
- (g) all necessarily incidental or related activities;

"Standards" shall have the meaning given in Section 5.6.

"Statement of Work" means the statement prepared by NT Power and the Region in accordance with Section 5.7.

2. RETENTION OF THE CONTRACTOR FOR THE PROJECT, INCLUDING HYDRO RELOCATION WORK

- 2.1 The Region shall incorporate the Hydro Relocation Work into the Project in such manner as the Region considers appropriate.
- 2.2 The Region shall procure the Contractor in accordance with the Region's purchasing bylaw and procedures. The selection of the Contractor will be the Region's sole decision. However, in the RFT and Contract the Region shall require the Contractor to engage only Prequalified Contractors to carry out the Hydro Relocation Work and further require the Contractor to enter into a Confidentiality Agreement with NT Power in the form of Schedule "D" attached hereto.

For certainty, if the Contractor is not itself a Prequalified Contractor, then, in the RFT and Contract, the Region shall require the Contractor to subcontract the whole of the Hydro Relocation Work to one or more Prequalified Contractors.

- 2.3 With respect to the RFT, the Region shall notify NT Power of the bid prices received for the Hydro Relocation Work following the close of the RFT. However, this is only for NT Power's information; the bid prices are not negotiable and the Contract will be awarded to the lowest compliant bidder.

2.4 The Region shall execute the Contract with the Contractor for the performance of the Project and will notify NT Power of the name of the Contractor within five (5) days after execution of the Contract.

2.5 The Region shall be responsible for managing all Region Personnel.

3. DESIGN WORK

3.1 NT Power shall: (i) perform all the Design Work; (ii) provide the Design Plans to the Region; (iii) perform the inspections required under this Agreement; and, (iv) carry out all other actions required under this Agreement in respect of the Hydro Relocation Work.

4. PROVISION OF SUPPLIES FOR THE HYDRO RELOCATION WORK

4.1 Under the Contract, the Region shall require Contractor to supply and deliver to the location(s) at the Site specified by the Region from time to time, all materials, products, and supplies to be incorporated in the Construction Work, including the following (collectively, the "**Hydro Materials**"):

- (a) poles;
- (b) wires, cables, conduits, and guy-wires;
- (c) insulators;
- (d) conductors
- (e) bands;
- (f) identification tags;
- (g) transformers; and
- (h) vaults.

4.2 NT Power shall be responsible for identifying and, if necessary, providing a list of any Hydro Materials with long lead times to the Region in order to facilitate the Contractor meeting the Construction Schedule. NT Power shall provide the Region with a list of the equipment and machinery required for preparing, fabricating, conveying, erecting, or otherwise performing the Construction Work but that is not incorporated into the Construction Work ("**Hydro Construction Equipment**") and that require significant lead time for acquisition.

4.3 The Region will ensure that all Hydro Materials provided by the Contractor and used by the Contractor in the Construction Work are new, conform to the Standards, the Design Plans and Applicable Laws, Including OReg 22/04. The Region will not knowingly permit defective, unsound, or used material or products to be incorporated into the Construction Work and shall provide in the Contract the right for NT Power to inspect the Hydro Materials prior to their installation.

4.4 The Region shall have no liability for any errors or omissions in the Standards or Design Plans provided that: (i) the Region shall require the Contractor to review the Standards and Design Plans in accordance with the Contractor's standard of care and to give NT Power and the Region written notice of any perceived errors, omissions or inconsistencies in the Standards or Design Plans discovered or made known to the Contractor; and (ii) the Region shall not authorize the Contractor to proceed with any Construction Work affected until the Region has received corrected or additional information from NT Power.

4.5 NT Power shall inform the Region of any potential hazards associated with the Hydro Materials that NT Power is aware of and any reasonable measures necessary to protect the Region Personnel.

4.6 Without limiting the Region's obligations under Section 4.4, if during the carrying out of the Hydro Relocation Work, either NT Power or the Region identifies any defects or deficiencies in the Hydro Relocation Work or any part thereof, NT Power or the Region, as the case may be, shall immediately advise the other party of same and shall work collaboratively with the other party and the Contractor to remedy such defects and deficiencies. If the Contractor fails to timely correct the defects in the Construction Work or to perform the Construction Work in accordance with the Standards and Design Plans, the Region shall cause the defect to be timely remedied or the Construction Work to be timely re-performed in accordance with the terms of the Contract.

5. PERFORMANCE OF THE HYDRO RELOCATION WORK

5.1 NT Power and the Region shall jointly determine and devise a list of tasks to be completed, and checklists and documents to be obtained or completed, as part of the Hydro Relocation Work ("**Hydro Relocation Task List**").

5.2 The Contractor will have full control of the Site and the Hydro Relocation Work. The Contractor will schedule, coordinate, direct and supervise the Construction Work so as to ensure conformity with all of the requirements of the Statements of Work, Construction Plans, Design Plans and this Agreement. Subject to Section 6.2, the Contractor will have authority over the construction means, methods, techniques, sequences and procedures used in performing the Hydro Relocation Work and over the coordination of the Hydro Relocation Work.

5.3 The Contractor will have overall responsibility for compliance with the OSHA at the Site and the Region will have due regard for the safety of all persons at the Site and will keep the Site, and perform the Hydro Relocation Work, in an orderly state reasonably appropriate to the avoidance of danger to persons, equipment, tools and property. The Region shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary supports, structures and facilities and the design and execution of construction methods required in their use.

5.4 The Region shall comply with, and ensure that all Region Personnel comply with, all Applicable Laws including the Reg-21f 04, the Construction Act, and the OSHA. -----

5.5 The Region shall require the Contractor to perform and complete the Hydro Relocation Work in accordance with:

- (a) this Agreement, including the Statements of Work issued under this Agreement;

- (b) Design Plans and Standards;
 - (c) NT Power Construction Verification Program;
 - (d) all Applicable Laws; and
 - (e) Good Utility Practice.
- 5.6 The Region acknowledges that prior to executing this Agreement it received a copy of NT Power's requirements, plan and profile drawings, detailed item list with cost estimates, specifications, approved Hydro Materials, list of approved Hydro Materials supplier, location specific standards, overhead and underground standards and other relevant information for the Hydro Relocation Work including the NT Power Review Standard ("**Standards**") and the Region shall at all times comply with those Standards in performing the Construction Work.
- 5.7 After consultation with the Region about phase or component of the Construction Work, NT Power will provide the Region with a Statement of Work setting out the Standards and identifying the Design Plans and any other terms, conditions or requirements applicable to such phase or component of the Construction Work for review and acceptance by the Region. The Region will then provide NT Power with a Statement of Work and Construction Plans for such phase or component of the Construction Work for review and acceptance by NT Power. Once so accepted by NT Power in writing, each Statement of Work issued by the Region will be deemed to be attached to and form part of this Agreement.
- 5.8 The Region will not undertake, nor authorize, any Construction Work until a Statement of Work issued by the Region with respect to the relevant phase or component of the Construction Work has been accepted by NT Power in accordance with Section 5.7. The relevant phase or component of the Construction Work may commence immediately upon NT Power's acceptance of the relevant Statement(s) of Work in accordance with Section 5.7.
- 5.9 In addition, the Region will not authorize the Contractor to commence the performance of any Construction Work until the relevant Design Plans have been provided by NT Power and until the relevant Construction Plans have been approved by NT Power in accordance with Section 6.8.
- 5.10 NT Power shall undertake the review and approval of 'shop drawings' required for performance of the Construction Work, including for the fabrication of the poles and all associated apertures.
- 5.11 Subject to NT Power's obligations under Section 12.3 or otherwise imposed by Applicable Laws, the Region will require the Contractor to be responsible for obtaining any and all approvals required to complete the Hydro Relocation Work.
- 5.12 NT Power shall identify any third parties with an interest in the NT Power Plant. After NT Power has identified any such third parties, NT Power shall notify each such third party in writing to relocate its equipment in accordance with any agreement between NT Power and the third party, with such identification and notification to be performed as part of the Design Work and to be completed at least ninety (90) days prior to the date such relocation is required for performance of the Construction Work. The Region shall reasonably cooperate with NT Power as required for the identification and giving of notice to such third parties.

- 5.13 In the Contract the Region shall require the Contractor, in consultation and with the support of NT Power, to notify, contact, negotiate and schedule with any of NT Power's affected customers mutually agreeable times for power outages and cutovers to facilitate performance of the Construction Work. In the Contract the Region shall further require the Contractor to coordinate outages with NT Power and to provide the standard notification letter issued by NT Power to NT Power's affected customers. NT Power shall reasonably assist in the response to customer queries and complaints made in reply or relation to the issued notification letters for the Hydro Relocation Works.
- 5.14 NT Power shall appoint a qualified inspector to review the Construction Work in accordance with the NT Power Construction Verification Program prior to energization of the construction Work and shall provide the Region with the names, telephone numbers and email addresses for each such individual. The qualified inspector shall be responsible to provide weekly status updates and to identify to the Region any risks, issues, or quality concerns based on the NT Power Construction Verification Program and Standards. However, the Contractor will remain in control of the Hydro Relocation Work.
- 5.15 NT Power shall appoint a dedicated liaison to act as the primary point of contact between NT Power and the Region and the Contractor. NT Power shall provide the Region with the name, telephone number, and email address for this individual and ensure these details are kept up-to-date with the Region.
- 5.16 The Region shall be responsible to NT Power for the negligent acts and negligent omissions of the Contractor in performing the Hydro Relocation Work and for the Contractor's failure to perform the Hydro Relocation Work as required by this Agreement, except to the extent such negligent acts or negligent omissions or failures are attributable to any errors or omissions in the Design Work or to any negligent acts or negligent omissions or willful misconduct of NT Power's qualified inspector or other personnel.

6. CHANGES DURING THE HYDRO RELOCATION WORK

- 6.1 The Region shall obtain NT Power approval, which approval shall not be unreasonably withheld, delayed, or conditioned, of any changes that may impact the original Construction Plans, Standards or Design Plans, including all changes to Hydro Materials in order to resolve any field conflicts that may arise during construction.
- 6.2 The Region shall, whenever required by NT Power, NT Power acting reasonably and in good faith, submit details of the arrangements and methods which the Region proposes to adopt for its performance of any Hydro Relocation Work. If NT Power makes any comments on the Region's proposed arrangements or methods, the Region will incorporate such comments, if reasonably practicable in the circumstances as determined by the Region, and promptly submit revised details for NT Power's further review. Once submitted, either initially or after the incorporation of any comments, the Region shall not make any changes to these arrangements ~~without NT Power's prior written consent; such consent not to be unreasonably withheld, delayed, or conditioned.~~ Where conditions at the Site require reasonable changes and/or revisions to locations, arrangements or methods, the Region shall make such changes after first receiving written approval from NT Power. Similarly, where known Site conditions or existing Site conditions interfere with new installation and require relocation, the Region shall

make such relocation after first receiving written approval from NT Power, which approval shall not be unreasonably withheld, delayed, or conditioned.

- 6.3 The parties acknowledge that after the execution of this Agreement, the Standards and Design Plans related to or affecting the NT Power Plant may change as a result of any changes in the overall Project design made by the Region or any other party and they agree that: (1) NT Power may, acting reasonably and in good faith, make such changes to such Standards and Design Plans as it determines from time to time are reasonably necessary having regard to the best interests of the electrical distribution system as a whole; and (2) at all times the Region shall comply with any and all such changes to those Standards and Design Plans. The cost of complying with any such changes shall be shared between the Region and NT Power in accordance with the PSWHA, except where the requested change is a betterment of the NT Power network or as agreed upon by the Region and NT Power in writing. If the requested change is a betterment of the NT Power network, then NT Power shall be solely responsible for the costs associated with such change. If the requested change is required to complete the Region's works for the Project, the Region and NT Power will share the cost of such change in accordance with the PSWHA. Payment for any and all other works relating to or connected with the Hydro Relocation, including works in relation to the request of an NT Power customer, shall be agreed upon by the Region and NT Power, each acting reasonably and in accordance with the PSWHA, if applicable.
- 6.4 The Region shall monitor the progress of the Construction Work and shall advise NT Power in writing of any variation from or slippage in the Construction Schedule within ten (10) business days after such variation or slippage becoming apparent. If at any time it should appear that the actual progress of the Construction Work is behind the Construction Schedule or is likely to fall behind the Construction Schedule, the Region shall take reasonable steps to cause the actual progress of the Construction Work to conform to the Construction Schedule and to achieve total completion of the Construction Work by the date specified in the Construction Plans.
- 6.5 NT Power shall review and approve all field changes that impact Construction Plans.
- 6.6 NT Power shall obtain, at its sole cost, all third party approvals, permits, licenses, consents, certificates, registrations, authorizations and similar items required for performance of the Design Work. The Region shall use reasonable efforts to help NT Power obtain such third party approvals, permits, licenses, consents, certificates, registrations, authorizations, and similar items required for the Design Work.
- 6.7 NT Power shall perform those tasks necessarily related to reviewing and approving the Hydro Materials, Construction Plans and Construction Work, including validating field-installed materials, testing, engaging in control authorization and system operations.
- 6.8 NT Power shall review and approve the Construction Plans prepared by the Region for the Construction Work within fifteen (15) business days of receipt, or such longer time as reasonably required by NT Power provided it is expeditiously proceeding with such review. If NT Power does not provide its approval for any of the Construction Plans, it will provide detailed reasons for such refusal to approve and its required corrections to the Construction Plans within the above-stated timeframe. NT Power shall not unreasonably withhold, delay, or condition its approval of any of the Construction Plans.

7. INSPECTIONS OF THE HYDRO RELOCATION WORK

7.1 The Region shall provide NT Power with five (5) business days' prior written notice of a request to perform an inspection and review of any Construction Work, and shall permit NT Power to perform inspections and reviews of any Hydro Materials, Construction Plans, and Construction Work related thereto. Within five (5) business days' after receiving the Region's request to perform an inspection and review of any Construction Work, NT Power shall perform the inspection and review of the Construction Work so requested.

7.2 Where the inspection requested by the Region is for a phase or component of the Construction Work, NT Power shall review the subject Construction Work promptly and:

- (a) state the date of completion of the relevant phase or component of the Construction Work in a written notice to the Region; or
- (b) advise the Region in writing that completion of the relevant phase or component of the Construction Work is not acceptable to NT Power under the NT Power Review Standard and give reasons why, all of which must be reasonable.

If there is any conflict or disagreement, NT Power and the Region shall seek to resolve them amicably, each acting reasonably and in good faith.

7.3 Where the inspection requested by the Region is a final inspection of the Construction Work, NT Power shall review the subject Construction Work and:

- (a) state the date of completion of the relevant Construction Work in a written notice to the Region; or
- (b) advise the Region in writing that completion of the relevant Construction Work is not acceptable to NT Power under the NT Power Review Standard and give reasons why, all of which must be reasonable.

If there is any conflict or disagreement, NT Power and the Region shall seek to resolve them amicably, each acting reasonably and in good faith.

7.4 NT Power shall be responsible for performing quality assurance and quality control for the Construction Work. Accordingly, where determined necessary by NT Power, acting reasonably, the Region will permit NT Power to perform, acting reasonably, further and special inspections and testing of Hydro Materials, Construction Plans or the Construction Work or any part thereof.

7.5 NT Power reserves the right to visit the Site and inspect the Construction Work while the Construction Work is in progress. In the event that NT Power is of the opinion that the Construction Work is defective or has not been performed in accordance with the Contract (including the Standards), acting reasonably, the Region agrees to use reasonable efforts to

---p u r s - u e any available remedy under the Contract or pursuant to Applica61e Laws againstt h e --- Contractor on behalf of NT Power.

- 7.6 The Region shall provide NT Power 24 hours' prior notice before a hole is drilled for an overhead power line pole so that NT Power may, if it chooses, be present when the holes are drilled, rebar is installed, and poles are erected. Provided the Region has given NT Power the requisite notice, the Region may authorize the Contractor to proceed with such work at the scheduled time even if NT Power is not present.
- 7.7 If NT Power attends at the Site, NT Power shall abide by any health and safety instructions provided by the Region or the Contractor, as the case may be.
- 7.8 No review or approval by NT Power under this Agreement shall relieve the Region (or the Region Personnel) of their obligation to require the Contractor to perform the Hydro Relocation Work in accordance with the requirements of this Agreement.

8. SUSPENSION OF THE HYDRO RELOCATION WORK

- 8.1 The Region may, acting reasonably and in good faith, suspend the performance of any Hydro Relocation Work, but will endeavour to obtain NT Power's written consent before doing so except in situations where safety of persons and/or property may be in jeopardy. NT Power shall not unreasonably withhold, delay, or condition its consent. In situations where the Region did not obtain NT Power's prior written consent, the Region will notify NT Power as soon as reasonably practicable following the suspension of any Construction Work and will include a written explanation of the reasons for such suspension.

9. COMPLETION OF THE HYDRO RELOCATION WORK

- 9.1 When the Region considers that it has achieved total completion of the Hydro Relocation Work in accordance with this Agreement, the Region shall deliver to NT Power a written request for a review by NT Power to mutually establish the date of total completion for warranty purposes.
- 9.2 Prior to requesting a final inspection and review of any Hydro Relocation Work, the Region shall submit to NT Power all of the following as may be applicable to the relevant Hydro Relocation Work:
- (a) guarantees, warranties and certificates;
 - (b) maintenance manual
 - (c) reports and correspondence from authorities having jurisdiction;
 - (d) final redline and as-built drawings of the Hydro Relocation Work; and
 - (e) all other close-out materials or documents reasonably required by NT Power acting in good faith.
- 9.3 Upon completion and acceptance of the Hydro Relocation Work and prior to energization of the Hydro Relocation Work, the Region shall provide to NT Power one (1) complete full size set of redline drawings or record drawings for the Hydro Relocation Work, including a final record of inspection and certificate of completion as defined by OReg 22/04.

- 9.4 The Region shall obtain NT Power's written authorization and approval in compliance with NT Power Construction Verification Program before energizing or re-energizing the Hydro Relocation Work or any part thereof. Under the Contract, the Region shall require the Contractor to arrange for and coordinate energization of the Hydro Relocation Work with NT Power.
- 9.5 Upon completion of any Hydro Relocation Work by the Region and upon receipt of the record of inspection and correction of any deficiencies identified by NT Power to the satisfaction of NT Power, acting reasonably and in good faith, by the Region (or its Contractor), the Region shall transfer that NT Power Plant resulting from that Hydro Relocation Work to NT Power.
- Furthermore; the Region agrees that, ~~the transfer of~~ ownership and title to the plant and equipment transferred to NT Power pursuant to this Section shall, throughout the term of this Agreement and thereafter remain vested in NT Power and neither the Region nor any third party shall have any right of property or ownership whatsoever therein. For certainty, the parties agree that the foregoing provisions shall apply to all plant and equipment subject to the Hydro Relocation Work wheresoever located and such plant and equipment shall not become fixtures or part of any other property. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. ELECTRICAL INTERRUPTIONS

- 10.1 The Region in conjunction with NT Power and the Contractor shall jointly work together in the issuance of notifications of electrical interruptions to all affected customers.

11. PAYMENT FOR HYDRO RELOCATION WORK

- 11.1 Pursuant to Section 2(2) of the PSWHA, NT Power and the Region agree to allocate the costs of the Hydro Relocation Work between them in accordance with this Agreement.
- 11.2 For the Design Work:
- (a) The Region shall pay one hundred percent (100%) of the costs incurred by NT Power for performance of the Design Work required for the self-supporting concrete pole and preparation of a Class A (Class 1) construction budgetary estimates.
 - (b) The Region shall pay fifty percent (50%) of the costs incurred by NT Power for performance of the remaining Design Work (i.e., excluding the Design Work subject to Section 11.2(a)). The remaining fifty percent (50%) of such costs will be paid by NT Power without reimbursement by the Region.
- 11.3 For the Hydro Relocation Work:
- (a) The Region shall pay one hundred percent (100%) of the costs it incurs for the caisson installation.
 - (b) The remaining costs incurred by the Region for Hydro Relocation Work shall be cost shared by the Region and NT Power as per PSWHA.

11.4

[REDACTED]

11.5

[REDACTED]

11.6 NT Power shall also pay the Region's administrative fees under the Region's Fees and Charges Bylaw No. 2020-04 in respect of NT Power's share of the Hydro Relocation Work. The Region estimates the cost for the Region's administrative fees to be six percent (6%) of the sum of the cost for the Hydro Relocation Work, exclusive of HST. The Region will include the percentage of the administrative fees related to NT Power's share of the Hydro Relocation Work costs on the annual invoices and on the final invoice issued after total performance of the Hydro Relocation Work.

11.7 Prior to the commencement of the Construction Work, NT Power shall provide the Region with a purchase order in respect of the Construction Work and Site Works. Any terms and conditions in NT Power's purchase order shall be of no force or effect.

11.8 The Region shall remit to NT Power an annual invoice for: (a) the Construction Work (excluding the Site Works) completed in the immediately preceding year, (b) the Site Works completed in the immediately preceding year with the unit prices per item, and (c) a pro-rated amount of the administrative fees. The Region will include an itemized breakdown of the amounts on the invoice.

11.9 NT Power shall remit to the Region an annual invoice for: (a) the Design Work completed in the immediately preceding year. NT Power will include an itemized breakdown of the amounts on the invoice.

11.10 NT Power and the Region shall accrue all invoices remitted under sections 11.8 and 11.9. NT Power and the Region shall pay the total amount of accrued invoices, and any other amounts owing under this Section 11, within ninety (90) days after NT Power issues a notice in writing to the Region confirming that the Hydro Relocation Work has been energized and placed into service. Accrued amounts shall accumulate interest at the Prime Rate. NT Power and the Region may offset accrued invoices.

11.11 The Region agrees to pay the Contractor all amounts the Region is required to pay the Contractor under the Contract when due in accordance with the Contract terms and Applicable Laws. If requested by NT Power, the Region shall provide copies of the payment certificates with respect to the Construction Work and the Site Works. NT Power shall have no liability or responsibility in respect of payments due or owing to any Region Personnel.

11.12 NT Power's obligation to pay the Region the costs incurred for performance of the Construction Work, includes the following:

- (a) to pay one hundred percent (100%) of all increased costs incurred by the Region as a direct result of any delay to performance of the Construction Work in accordance with the

Construction Schedule attributed solely to NT Power's failure to perform its obligations as required under this Agreement. Increased costs due to other delays in performance of the Construction Work will be allocated between NT Power and the Region in accordance with Section 11.3 above.

- 11.13 NT Power shall pay to the Region 100% of the non-refundable portion (1.76%) of the Harmonized Sales Tax (HST) applicable to the final costs incurred by the Region for performance of the Construction Work and Site Works. For clarity, the non-refundable portion of the HST payable by NT Power to the Region under this Section is payable only on NT Power's share of the costs for the Hydro Relocation Work. For clarity, NT power shall pay the non-refundable portion of HST (1.76%) on NT Power's share of the costs and the Region shall pay the non-refundable portion of HST (1.76%) on the Region's share of the costs.
- 11.14 No change order shall be issued by the Region under the Contract that would increase NT Power's costs under this Agreement without the written consent of NT Power.
- 11.15 The sharing of costs between the Region and NT Power is summarized in the table set out in Schedule "E" (Cost Sharing Summary) to this Agreement.

12. ACCESS TO LAND AND RELATED NOTICES

- 12.1 For the purpose of exercising the powers of entry under Section 40 of the *Electricity Act*, NT Power hereby appoints the Region, the Contractor, and their respective employees and subcontractors, as agents of NT Power.
- 12.2 NT Power shall provide access to the Region and its Representatives to any locked premises at the Site to which NT Power has access, subject to any safety training that may be required in connection with such access.
- 12.3 The Region and NT Power shall collaborate to issue all notices to, and obtain all consents that may be required from, owners or occupants of land in relation to the Hydro Relocation Work, including tenants (such as Rogers Communications and Hydro One) of the NT Power Plant.
- 12.4 Region shall require the Contractor to prepare a communication plan advising affected residents of the timing and extent of the Construction Work. NT Power shall reasonably assist the Region in preparing communications.

13. OWNERSHIP AND MAINTENANCE OF POLES

- 13.1 The NT Power Plant as reconstructed, relocated or constructed in accordance with the provisions of this Agreement will be solely the property of NT Power, regardless of any arrangement for the payment of the Hydro Relocation Work.
- 13.2 Nothing in this Agreement transfers ownership or title in the Hydro Materials or in any of NT Power's existing or new NT Power Plant to the Region.
- 13.3 Except for the Region's warranty obligations under Section 14, NT Power shall be solely responsible for the maintenance and upkeep of the NT Power Plant from and after completion

of construction of each portion of the Construction Work and the Region shall have no responsibility for the maintenance or upkeep of the NT Power Plant from and after that date.

14. WARRANTY

- 14.1 The parties agree that if any defects or deficiencies are discovered by NT Power in the Hydro Relocation Work on or before the third (3") anniversary of the date of total completion of the Hydro Relocation Work, the Region shall take all reasonable steps to rectify such defects and deficiencies under the warranty provided by the Contractor for the Project, provided that NT Power notifies the Region of the defect or deficiency within ten (10) business days of its discovery. If the Contractor fails to timely correct such defects or deficiencies, the Region shall cause such defects and deficiencies to be timely remedied in accordance with the terms of the Contract.

15. CONFIDENTIALITY

- 15.1 NT Power and the Region shall enter into a Confidentiality Agreement substantially in the form set out in Schedule "D" attached hereto.

16. AUDIT RIGHTS

- 16.1 NT Power and the Region shall each provide to the other and their respective Representatives, as NT Power or the Region, as the case may be, may designate in writing, access to any facilities or premises of NT Power or the Region, as the case may be, to their respective assets and equipment and materials related to the Hydro Relocation Work, and to all information in their respective possessions or under their respective control applicable to the Hydro Relocation Work, and to all documents and records of any kind including electronic files prepared by or for NT Power or the Region, as the case may be, or their respective contractors, subcontractors, consultants and other agents or Representatives related to the Hydro Relocation Work, including all data, records, invoices, operational records, log books, charts, maps, plans, drawings, lists of materials, supplies and equipment, contracts and supporting documentation maintained by NT Power or the Region, as the case may be, or their respective contractors, subcontractors, consultants and other agents or Representatives with respect to the Hydro Relocation Work (collectively the "**Records**") in any form whatsoever.

17. REGULATORY CHANGES

- 17.1 To the extent that there is a change in Applicable Laws or an order, ruling, judgement or other directive from a governmental authority which impacts either NT Power's or the Region's ability to participate in the Project or fulfil any of their respective obligations hereunder (a "**Regulatory Change**"), then NT Power or the Region, as the case may be, shall notify the other as soon as reasonably possible upon becoming aware of the consequences of such Regulatory Change and the parties shall enter into good faith negotiations to amend this Agreement to comply with such Regulatory Change.

18. LIMITATION OF LIABILITY

- 18.1 Neither party nor their respective Representatives shall be responsible for the acts or omissions of the other party or their respective Representatives, including (whether prequalified or

otherwise) any contractor, subcontractor, consultant, or agent or any of their respective Representatives.

- 18.2 Neither party nor any of their respective Representatives shall be liable for any loss, injury or damage to persons or property caused in whole or in part by the negligence, fault, action, inaction or breach of this Agreement by the other party or any of their respective Representatives, contractors, subcontractors, consultants or other personnel, including any Prequalified Contractor or agents, or any of their respective Representatives.
- 18.3 Neither party nor their respective Representatives shall be liable under this Agreement under any circumstances whatsoever for any Consequential Damages, including any such Consequential Damages arising from any breach of this Agreement, fundamental or otherwise, or from any tortious acts, including the negligence or wilful misconduct of the other party or their respective Representatives, however arising.

19. INDEMNIFICATION

- 19.1 NT Power shall indemnify, hold harmless and defend the Region, its Chair, elected officials, officers, employees, contractors, successors and assigns, from and against all actions, claims, demands, losses, costs (including all legal costs), damages, suits or proceedings whatsoever which may be brought against or made upon the Region and against all losses, liabilities, judgments, claims, suits, demands or expenses which the Region may sustain, suffer or be put to that arise directly or indirectly out of or are attributable to any breach of this Agreement by NT Power or any negligent act or negligent omission of NT Power in its performance or intended performance of this Agreement or any willful misconduct of NT Power or by any persons for whom NT Power is responsible in law.
- 19.2 The Region shall indemnify, hold harmless and defend the NT Power, its officers, employees, directors, successors and assigns, from and against all actions, claims, demands, losses, costs (including all legal costs), damages, suits or proceedings whatsoever which may be brought against or made upon NT Power and against all losses, liabilities, judgments, claims, suits, demands or expenses which NT Power may sustain, suffer or be put to that arise directly or indirectly out of or are attributable to any breach of this Agreement by the Region or any negligent act or negligent omission of the Region or any Region Personnel in performance or intended performance of this Agreement, including performance of the Hydro Relocation Work, or any willful misconduct of the Region or any Region Personnel or by any persons for whom the Region is responsible in law.

20. INSURANCE

Without restricting the generality of any provisions in this Agreement respecting indemnification, the Region shall ensure the Contractor obtains and maintains the following insurance coverage for performance of the Hydro Relocation Work:

Commercial General Liability

Commercial General Liability insurance policies provided by both the Contractor must include NT Power as an additional insured and have limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to

property, including loss of use. The Commercial General Liability (CGL) insurance must include Cross Liability & Severability of Interest Clauses, Owner's and Contractor's Protective, Products & Completed Operations coverage and Standard Non-Owned Automobile endorsement (ONE MILLION DOLLARS (\$1,000,000.00) minimum) including standard contractual liability coverage.

The Region may, at its option, allow the Contractor to provide, in place of the above insurance coverage, a combination of primary CGL and Excess or Umbrella Liability insurance which meets the coverage terms, limits and aggregate noted above.

Automobile Liability

Automobile Liability insurance in respect of licensed vehicles must have limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage must be in the form of a Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Contractor.

Contractors Pollution Liability

The Region shall ensure the Contractor obtains and provides proof of Environmental Liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per claim.

21. FORCE MAJEURE

- 21.1 Neither party will be liable for any loss or damage resulting from any delay, error, or failure in performance of its obligations under this Agreement, to the extent such delay, error, or failure is due to any cause beyond the reasonable control of the party, including: war, acts of terror, epidemics, pandemics, civil commotion, acts of God, disaster, fire, labour disturbances (including strikes and lockouts) ("**Force Majeure**"). A party claiming Force Majeure must promptly provide notice thereof to the other party, including reasonable particulars of the Force Majeure, the obligation(s) affected by the Force Majeure, and the anticipated duration of the Force Majeure. Lack of finances shall not constitute Force Majeure. The party affected by Force Majeure shall use reasonable efforts to minimize the impact of the Force Majeure on that party and promptly resume full performance of its obligations once the Force Majeure has concluded.

22. TERMINATION

- 22.1 The Region may terminate this Agreement for convenience at any time upon ninety (90) days' prior written notice to NT Power.
- 22.2 Either party may immediately terminate this Agreement on written notice to the other in the event of default by the other party under this Agreement that such defaulting party has failed to remedy within forty-five (45) days after receipt of written notice of the default from the other party.
- 22.3 In the event of termination of this Agreement by the Region for convenience or by NT Power for cause, the Region shall be liable to NT Power for all costs incurred as a result of such termination, but excluding the costs of any work required to be performed by NT Power to

complete any Hydro Relocation Work or otherwise allow for its use of the NT Power Plant following termination to the extent recovered by NT Power under the PSWHA.

23. COOPERATION BETWEEN THE PARTIES

- 23.1 NT Power and the Region shall each designate in writing an individual or individuals from time to time who shall be the contact person for matters arising under this Agreement, including approving Statements of Work and making decisions regarding the Hydro Relocation Work. Each party shall provide the other with up-to-date contact information for their respective designated individuals, including email addresses and cellular telephone numbers. Each party shall immediately inform the other in writing if their respective designated individual(s) changes and provide the other with up-to-date contact information for the new designated individual(s), including email addresses and cellular phone numbers. NT Power's designated individual(s) must be available to communicate with the Region.
- 23.2 The parties shall also establish a committee (the "**Committee**") comprised of two senior persons appointed by NT Power and two senior persons appointed by the Region who shall work cooperatively and in good faith to identify emerging problems and develop proposed solutions in respect of the Hydro Relocation Work, and shall provide a forum for the resolution of disputes.
- 23.3 If a dispute arises with respect to this Agreement or the Hydro Relocation Work, the dispute will be referred to the Committee with the intent that the Committee uses its diligent efforts to resolve such dispute on a consensual basis. The Committee shall involve and call upon persons, as required and considered necessary or desirable by it to facilitate a resolution of matters in dispute. The parties shall continue to perform their respective obligations under this Agreement notwithstanding any such dispute and pending its resolution unless the nature of the dispute precludes such continuance. Nothing in this Section shall in any way limit or restrict the right of either party to exercise all remedies available to it at law or in equity in the event of a dispute, including the enforcement of any indemnity provisions and the pursuit of damages for breach of contract.
- 23.4 NT Power and the Region shall cooperate to resolve customer concerns and complaints related to the Hydro Relocation Work within 48 hours.
- 23.5 NT Power and the Region shall each do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.
- 23.6 If NT Power has a project or work that overlaps with the Project in space or time, NT Power and the Region will cooperate, each acting reasonably and in good faith, to coordinate their respective activities. If the event of an irreconcilable conflict between NT Power's project or work and the Project, the Project shall take priority.
- 23.7 Nothing in this Agreement shall in any way fetter the right, authority or discretion of NT Power or the Region, as the case may be, in fulfilling their respective statutory or other functions under Applicable Laws.

24. NOTICES

- 24.1 Any notice required to be given or served on either party under this Agreement must be in writing and delivered personally, electronically, or by prepaid registered mail addressed to the Region or NT Power respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery, and electronic delivery or, in the case of a registered letter, on the third business day following the date of mailing.

To the Region at: The Regional Municipality of York
17250 Yonge Street
Newmarket, Ontario L3Y 6Z1
Attention: Jamal Ahmed Project Manager
Email address: jamal.ahmed@york.ca

And a copy to: Regional Clerk
Email address: regional.clerk@york.ca

to NT Power at: Newmarket-Tay Power Distribution Ltd.
590 Steven Court
Newmarket, Ontario L3Y 6Z2
Attention: Eric Andres, Manager of Engineering
Email address: eandres@nmhydro.ca

or to such other addresses as either party may designate by written notice to the other party.

25. NATURE OF RELATIONSHIP AND STATUS OF PARTIES

- 25.1 It is agreed that the parties are independent entities and that nothing in this Agreement will be construed so as to imply a partnership or joint venture or agency between the parties or between NT Power and any Region Personnel or between the Region and any NT Power personnel. There is no agency relationship between them and none of NT Power's or the Region's respective Representatives are Representatives of the other party.

26. GOVERNING LAW

- 26.1 This Agreement is governed by the laws of Ontario and the applicable laws of Canada. The parties each hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom with respect to all matters relating to or arising out of this Agreement.

27. SEVERABILITY

- 27.1 Any provision of this Agreement held to be invalid, void, illegal or unenforceable is ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality or enforceability of the remaining provisions of this Agreement.

28. SURVIVAL OF PROVISIONS

- 28.1 Section 9.5, Section 13 (Ownership and Maintenance of Poles), Section 14 (Warranty), Section 18 (Limitation of Liability) and Section 19 (Indemnification) of this Agreement will survive any termination of this Agreement.

29. SUCCESSORS AND ASSIGNS

- 29.1 This Agreement may not be assigned by either party, except with the written consent of the other, not to be unreasonably withheld or delayed.
- 29.2 This Agreement is enforceable against the parties and their respective successors and permitted assigns.

30. ENTIRE AGREEMENT

- 30.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, undertakings, negotiations and discussions, whether oral or written, pertaining to the subject matter of this Agreement.
- 30.2 This Agreement can only be amended by further written agreement of the parties.

31. COUNTERPARTS

- 31.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together constitute an original agreement, and will be effective when one or more counterparts have been signed by each of the parties to the Agreement and delivered to each of the parties.

32. ELECTRONIC SIGNATURES

- 32.1 The parties may sign this Agreement by means of electronic signature, as provided for under the *Electronic Commerce Act*, 2000, S.O. 2000, c. 17, as amended.

33. CONSTRUCTION AND INTERPRETATION

- 33.1 This Agreement will be construed as a whole, according to its fair meaning, and not strictly for or against a party merely because that party (or the party's legal representative) drafted the Agreement.
- 33.2 Whenever used in this Agreement, the word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.

3.3.1 This Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against a party merely because that party (or the party's legal representative) drafted the Agreement.

3.3.2 Whenever used in this Agreement, the word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.

- 33.4 Where the context permits or requires, the singular shall include the plural, the plural shall include the singular, and words of any gender shall include all genders. The term "including" and "include" shall mean "including without limitation" and "include without limitation", respectively.

34. DOCUMENTS FORMING AGREEMENT

- 34.1 This Agreement is comprised of the following documents which, in the event of any conflict or inconsistency, shall have the identified priority below, from highest to lowest:

1. this Agreement;
2. Schedule "A" (Yonge Street Road Widening RFTC 1014-22)
3. Schedule "B" (Scope of Work for Hydro Relocation Work)
4. Schedule "C" (List of NT Prequalified Contractors)
5. Schedule "D" (Form of Confidentiality Agreement)
6. Schedule "E" (Cost Sharing Summary) (Statements of Work (amended or later dated Statements of Work shall govern over earlier Statements of Work)
7. Schedule "F" (NT Power Construction Verification Program)

SIGNATURE PAGE FOLLOWS

This Agreement is effective on the date stated in the introductory clause.

Authorized by Delegation Bylaw 2023-31

THE REGIONAL MUNICIPALITY OF YORK

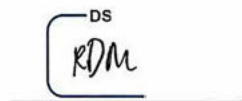
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Approved as to content and form

Name: Erin Mahoney

Title: Commissioner of Public Works



Solicitor

Approved by Robert McFarlane
per Matthew Klasen

NEWMARKET-TAY POWER DISTRIBUTION LTD.



Name: vfnisemsedini, P.Eng., MBA

Title: President & CEO



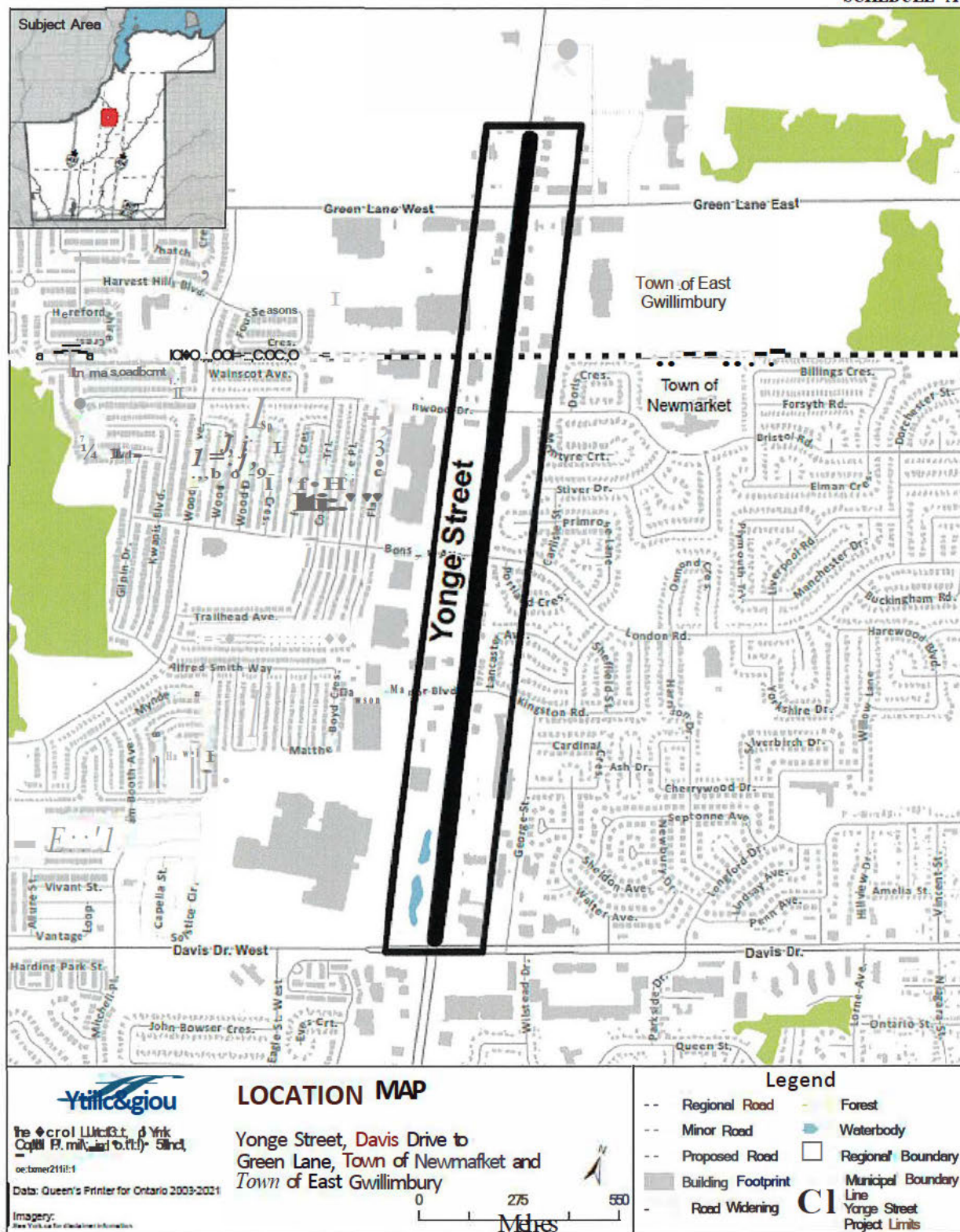
Name: Alexandar Braletic, P.Eng.

Title: Vice President, Engineering & Operations

SCHEDULE A

Yonge Street Road Widening under RFTC-1014-22

SCHEDULE A



SCHEDULE B
Scope of Work for Hydro Relocation Work
STATEMENT OF REQUIREMENTS AND
INSTRUCTIONS RE: CONSTRUCTION WORK

A. SCOPE OF CONSTRUCTION WORK

- (1) The Hydro Relocation Work to be performed by the Region shall consist of all construction and other work required to:

Move, divert, relocate, build or otherwise alter the existing NT Power Plant located within the Project construction area in order to accommodate the Project and meet the terms and conditions of this Agreement including this Schedule B and as defined in Schedule A of this Agreement.

- (2) The Construction Work will include but not be limited to the following:

- i. Decommissioning ducts, cable chambers, poles, removing primary conductors, secondary conductors, and all telecommunication cables in the Project construction area and relocating temporarily, if necessary, all primary conductors, secondary conductors, and all telecommunication cables outside the Project construction area.
- ii. Handling, dismantling, sorting and transporting all recovered NT Power material
- iii. Transporting in accordance with all applicable environmental regulations, all PCB filled transformers, lead cable, asbestos and any other designated materials to a designated location within York Region as determined by the Region in its sole discretion.
- iv. Providing competent supervision at the job site.
- v. Supplying and installing of all classes of fencing, barriers, construction cones, plywood, steel plate construction signage, traffic control persons and pedestrian control barriers to provide for public and worker safety and to prevent damage to NT Power Plant.
- vi. Monitoring job site throughout construction process, to ensure public and worker safety and security of plant.

- vii. Obtaining Town of Newmarket and Town of East Gwillimbury, as the case may be, and NT Power, acceptance of any changes made during construction to proposed plant locations.
- viii. Preparing detailed redline drawings and submitting the redline drawings immediately upon completion of each portion of the Hydro Relocation Work.
- ix. Obtaining or completing all tasks and documents described in the Hydro Relocation Task List and providing all such documents and the completed the Hydro Relocation Task List and forms contained therein to NT Power.
- x. Preparing and submitting detailed monthly project progress reports.
- xi. Obtaining all surveying services performed by an Ontario Land Surveyor as may be required during the Construction Work to confirm the existence and location of iron bars and property lines.
- xii. Arranging foreign utility plant removal/transfers from poles or ducts.
- xiii. Transformer relocations and private service power supply connections, including temporary power supply (generator}
- xiv. Coordinating customer power service relocations and connections
- xv. Removing all abandoned hydro poles
- xvi. Digging exploratory test pits to confirm location of existing utility plant.
- xvii. In accordance with NT Power's requirements, protecting any exposed NT Power Plant from the elements and any associated degradation damage with the method of protection specified on the shop drawings to be submitted to NT Power for approval.
- xviii. Replacing any survey pin or monument that is moved or removed during the performance of the Construction Work.
- xix. Giving the Contractor prompt notice in writing of any and all observed defects and deficiencies in the Construction Work that occur during the warranty period.

B. APPLICABLE STANDARDS AND REGULATIONS

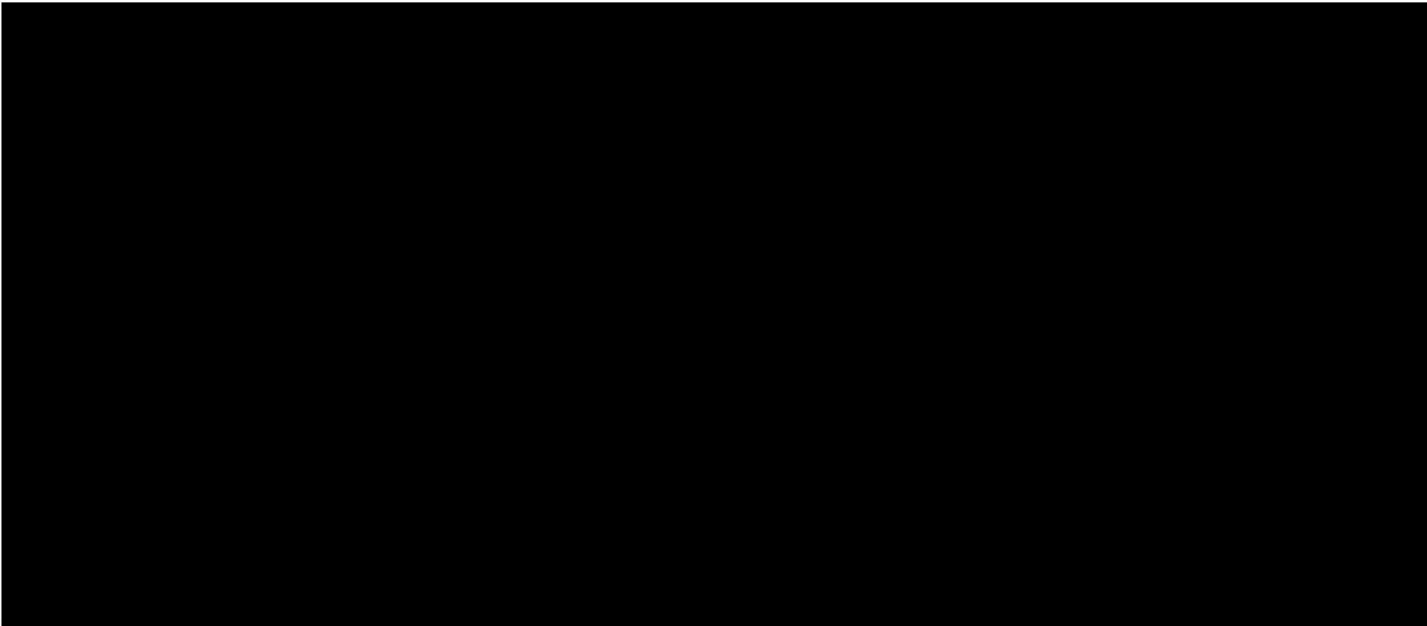
- (1) The Construction Work shall be completed in a good and workerlike manner, exercising the level of skill and diligence that would be required of a reasonable contractor engaged on projects of a similar nature and shall comply with all Applicable Laws, including without limitation, *Occupational Health and Safety Act* (Ontario) and *Environmental Protection Act* (Ontario), and all policies and procedures of all authorities having jurisdiction over the Hydro Relocation Work.

Without limiting the generality of paragraph B(I), above, the Hydro Relocation Work shall be completed in full accordance with all of the terms, conditions, procedures and obligations contained in:

- (a) •the following (to be acquired by each party):
- i. Ontario Electrical Safety Authority ("ESA") Guidelines for Excavation in the Vicinity Utility Lines;
 - ii. ESA Safe Practice Guidelines;
 - iii. Ontario Regulation 22/04 - Electrical Distribution Safety; Ontario Book 7: Temporary Field Edition Ontario Traffic Manual (2001);
 - iv. NT Power Construction Verification Program;
 - v. Infrastructure Health & Safety Guidelines; and
 - vi. York Region Road Occupancy Permit.

SCHEDULE "C"

List of NT Power Prequalified Contractors



SCHEDULE "D"
Form of Confidentiality Agreement
see attached

THIS MUTUAL CONFIDENTIALITY AGREEMENT dated September 22, 2023

BETWEEN:

THE REGIONAL MUNICIPALITY OF YORK

(the "Region")

- and -

NEWMARKET-TAY POWER DISTRIBUTION LTD. operating as NT Power

(**"NT Power"**)

RECITALS:

- A. The Region and NT Power have entered into a Cost-Sharing Agreement respecting Hydro Relocation Work as further described therein.
- B. It may be necessary or desirable for the Region and NT Power Member to disclose to each other, on a confidential basis, certain confidential business or technical information and material pursuant to this Agreement, defined below as the Confidential Information.
- C. The parties wish to preserve the confidentiality of the Confidential Information.

The parties agree:

1. DEFINITIONS

1.1 For the purposes of this agreement, the following definitions apply:

"Agreement" means this mutual confidentiality agreement between the Region and NT Power;

"Confidential Information" includes non-public information in whatever form which is proprietary or confidential to NT Power or the Region, as the case may be, or their respective suppliers, clients, or third parties to whom either the Region or NT Power, as the case may be, owe a duty of confidentiality, which is disclosed by one party to the other party from and after the date of this Agreement and includes, without limitation:

- (a) information concerning the management and business of either party; information concerning the business relationships and affairs of either party;
- (b) displays, designs, procedures, formulas, discoveries, inventions, codes, improvements, concepts and ideas, past, present and future research development, business activities, products or services; software, software documentation, methodologies, reports and tools; and

- (c) information identified by either party as confidential upon its disclosure to the other party.
- (a) the Recipient may disclose a record described in subsection (d) if the person to whom the information relates consents to the disclosure.

For greater certainty, Confidential Information does not include information that:

- i. is or becomes generally available to the public other than as a result of a disclosure, in violation of this Agreement, by the Recipient or its representatives;
- ii. was available to or known to the Recipient prior to disclosure by the Disclosing Party;
- iii. is or becomes available to the Recipient from a source other than the Disclosing Party; provided that the source of such information was not known by the Recipient to be prohibited from disclosing such information to the Recipient by a legal, contractual or fiduciary obligation, or;
- iv. has otherwise been independently acquired or developed by the Recipient without violating any obligations under this Agreement.

"Disclosing Party" means each of the Region and NT Power when Confidential Information is disclosed by or on behalf of it, as the case may be;

"Recipient" means each of the Region and NT Power when it receives Confidential Information, as the case may be.

2. Term and Termination

2.1 The term of this Agreement shall commence on the date first above-mentioned and shall continue until terminated in accordance with the terms hereof (the "Term").

2.2 Either party may terminate this Agreement by providing at least thirty (30) days' prior written notice to the other party.

3. Safeguarding, Use, and Disclosure

3.1 The Recipient shall not at any time, before, during or after the completion of the Hydro Relocation Work, directly or indirectly copy, distribute, disclose, share or release or permit the disclosure or release of the Confidential Information, in any form, to any person, organization or third-party or internally at any time; except as required to carry out the Hydro Relocation Work unless expressly authorized by the Disclosing Party in writing. The obligations in this Agreement with respect to Confidential Information shall survive any termination of this Agreement for a period of five (5) years.

3.2 The Recipient shall protect the confidentiality of the Confidential Information by exercising at least the same degree of care as the Recipient employs in maintaining the confidentiality of its own confidential, proprietary or non-public information, but in no event less than a reasonable degree of care. The Recipient shall at all times be responsible for safeguarding the Confidential Information against any unauthorized access, duplication, use, copying, distribution, release, disclosure, or dissemination.

3.3 The Recipient will safeguard any personal information contained in the Confidential Information so as to ensure compliance with the Disclosing Party's obligations under privacy legislation, including, in the case of the Region, the Ontario *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M.56, which is provincial legislation applicable to the Region.

3.4 The Recipient agrees that Confidential Information disclosed to the Recipient by the Disclosing Party shall be used by the Recipient solely in connection with the Hydro Relocation Work and will not be provided to any person or organization by the Recipient, excepting those officers and employees under its control having a need to receive the Confidential Information for purposes of the Hydro Relocation Work.

3.5 If the Recipient becomes compelled by law, regulation, or order of court or administrative body to disclose Disclosing Party's Confidential Information, the Recipient shall be entitled to disclose such Confidential Information subject to the requirements of this Section 7. The Recipient shall, to the extent legally permissible and without being required to violate any legally binding deadlines pertaining to the compelled disclosure, provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement, which waiver shall not be unreasonably withheld. In the event that a protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient agrees to furnish only that portion of Confidential Information which is legally required to be disclosed.

3.6 Upon request, the Recipient shall provide to Disclosing Party reasonably detailed information on the means and precautions taken by the Recipient and the implementation of such reasonable means and precautions and shall implement reasonable precautions the Disclosing Party deems necessary.

4. Unauthorized Use or Unauthorized Disclosure

4.1 If the Recipient becomes aware of any breach of the terms of this Agreement, or any misuse or unauthorized use of any Confidential Information due to its own acts or omissions, it shall, at its own expense, (a) immediately notify the Disclosing Party, (b) remediate such breach if caused by the acts or omissions of the Recipient or its personnel; and (c) cooperate with the Disclosing Party in investigating such breach.

5. Return or Destruction

5.1 Upon termination of this Agreement or the conclusion of the Hydro Relocation Work, whichever occurs first, the Recipient shall return to the Disclosing Party and/or destroy any and all Confidential Information in its possession or under its control and shall certify that it has performed such actions to the Disclosing Party.

6. Notices

6.1 All notices, demands, requests or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given or served if sent by email, registered mail or certified mail, postage prepaid, addressed to the party intended, at its address set forth below (or such other address as it may designate by notice given to the other party in the manner aforesaid) to:

the Region at: 17250 Yonge Street
Newmarket, ON, L3Y 6Z1
Attention: Jamal Ahmed Project Manager
Email address: jamal.ahmed@york.ca

And a copy to: Regional Clerk
Email: regional.clerk@york.ca

NT Power at: Newmarket-Tay Power Distribution Ltd.
590 Steven Court
Newmarket, Ontario L3Y 6Z2
Attention: Eric Andres, Manager of Engineering
Email address: eandres@nmhydro.ca

In the case of email the notice shall be deemed received the next business day after its sending and if mailed the mailed notice, the registration slip or certification slip, and not the return slip, shall be conclusive evidence of the mailing of any such notice, and such notice shall have been given two (2) days after such mailing.

7. Miscellaneous

7.1 Neither the Region nor NT Power may assign, transfer or delegate any of its rights under this Agreement (including, without limitation, interests or claims relating to this Agreement) without the prior written consent of the other party.

7.2 Headings are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.

7.3 This Agreement is governed by the laws of Ontario and the laws of Canada. The parties each irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

7.4 Each party shall retain the exclusive and sole right, title and interest in its Confidential Information, and the other party shall not acquire any interest in same by virtue of the Hydro Relocation Work or disclosure under this Agreement.

7.5 The right of either party to require strict performance and observance of any obligation hereunder will not be affected in any way by any previous waiver, forbearance or course of dealing. No waiver of any right, obligation or default will be implied, but must be in writing signed by the party against whom the waiver is sought to be enforced. Any particular waiver of any right, obligation or default will not be construed as a waiver of any subsequent or other right, obligation or default. The remedies of either party provided herein will be cumulative and not exclusive.

7.6 The parties may sign and deliver this Agreement by electronic transmission in accordance with the Electronic Commerce Act, 2000, and an electronic copy has the same legally binding effect as an original.

This Agreement is effective on the date stated in the introductory clause.

NEWMARKET-TAY POWER DISTRIBUTION LTD.
operating as NT Power



Name: Alexandar Braletic, P.Eng.
Title: Vice President, Engineering & Operations

I have authority to bind the Corporation.

Authorized by
Delegation Bylaw
No. 2023-31

THE REGIONAL MUNICIPALITY OF YORK

DocuSigned by:

ffhC9-27

-----| -BF-26-E J 4, M 4 -----

Name: Erin Mahoney
Title: Commissioner of Public Works

Approved as to content and form



Solicitor

Approved by Robert McFarlane per Matthew Klasen

SCHEDULE "E"

Cost Sharing Summary

Item	Party Responsible for Cost	Share of Cost	Key Related Section(s) in Agreement
Hydro Relocation Work (Caissons)	The Region	One hundred percent (100%)	11.3(a)
Other Hydro Relocation Work	NT Power The Region	Per PSWHA	11.3(b)
Site Works	NT Power The Region	Fifty percent (50%) Fifty percent (50%)	11.3
Design Work (self-supporting concrete pole and preparation of a Class A (Class 1) construction budgetary estimates)	The Region	One hundred percent (100%)	11.2(a)
Other Design Work	NT Power The Region	Fifty percent (50%) Fifty percent (50%)	11.2(b)
Hydro Materials (Like for Like)	NT Power	One hundred percent (100%)	4.1
Hydro Materials (Caissons)	The Region	One hundred percent (100%)	11.3(a)
Changes to the Hydro Relocation Work	NT Power The Region	Cost will be shared in accordance with the <i>Public Service Works on Highways Act</i> (Ontario) or as agreed upon by the Region and NT Power	6.3
Changes to the Hydro Relocation Work that are betterment-s-of-the NT Power system as requested by NT Power	NT Power	One hundred percent (100%)	6.3

Item	Party Responsible for Cost	Share of Cost	Key Related Section(s) in Agreement
Delays Attributable Solely to NT Power	NT Power	One hundred percent (100%)	11.11
Delays Attributable Solely to the Region	The Region	One hundred percent (100%)	
Other Delays	NT Power	Fifty percent (50%)	11.11, 11.3
	The Region	Fifty percent (50%)	
Non-Refundable Portion of HST (1.76%)	NT Power	Only applicable to NT Power or the Region portion, as the case maybe	11.12
	The Region		
Third Party approvals, permits, licenses, consents, certificates, registrations, authorizations and similar items for the Design Work	NT Power	One hundred percent (100%)	6.6
Administrative Fees payable to the Region under the Region's fees and charges bylaw	NT Power The Region	Only applicable to NT Power or the Region portion	11.6, 11.8
Inspection Costs	NT Power The Region	NT Power and the Region pay their respective inspection costs	

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SCHEDULE "F"

NT Power Construction Verification Program

See attached.



Newmarket-Tay Power Distribution Ltd.

CONSTRUCTION VERIFICATION PROGRAM

Approved by: Ysni Semsedini
CEO & President

Date: January 15, 2021
Issue: **Rev. 2, January 15, 2021** replaces Rev. 1 January 2, 2008

REVISIONS			
REV.	DATE	REVISED	APPROVED
0	2005-May-06	GY	PF
1	2008-Jan-02	GY	PF
2	2021-Jan-15	EA	YS



Newmarket-Tay Power Distribution Ltd.

Construction Verification Program

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1.0 Statement of Purpose

- 1.1 The purpose of this Construction Verification Program (CVP) is to outline how Newmarket-Tay Power Distribution Ltd. (NT Power) will ensure that the requirements of Section 8.0 of Ontario Regulation 22/04 (*Regulation*) are met prior to putting any new construction or repairs of the *distribution system* into use.
- 1.2 It is also to ensure that construction follows *plans, work instructions, Standard Designs, or Legacy Construction*, and that only *approved equipment* is used.

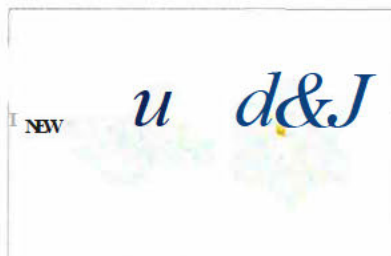
2.0 Competent or Qualified Persons for the Purpose of the Construction Verification Program

- 2.1 *Competent or Qualified Persons* for the purpose of the CVP are those persons who are qualified to inspect and approve construction of NT Power's *distribution system*, because of knowledge, training, certifications and experience with the specific *plans, work instructions* or applications of *Standard Designs* utilized by NT Power to construct its *distribution system*. In addition to the qualifications listed in **Appendix A - Competent and Qualified Personnel**, the *competent or qualified persons* shall be trained as stated in **Appendix D - Training**, including additional minimum training noted and applicable refresher courses.
- 2.2 **Appendix A** identifies the list of *competent or qualified persons* and the qualifications of each position to inspect and approve construction of NT Power's *distribution system* for the purpose of this CVP.

Appendix A also includes positions that are qualified to inspect and approve emergency work, *like-for-like replacement* and *legacy construction*.
- 2.3 The list of *competent or qualified persons* will be reviewed upon changes to the status of the NT Power's workforce - that is either personnel are added, removed, or existing personnel have their qualifications changed. Individual names may vary from time to time; however, they are available to ESA or auditors upon request.

3.0 Process for Completing Inspection

- 3.1 *Record of Inspections* (ROI) will be completed at the end of construction and *Certificate(s)* issued prior to energization in accordance with **Appendix B - Inspection of Construction and**
Preparation.
- 3.2 **Appendix B** indicates the appropriate ROI forms and *Certificates* (examples of which are included in **Appendix C**) that will be completed for the various types of construction work. Depending on the project type, there may be multiple ROIs and *Certificates* used by different *competent or qualified persons* responsible for different portions of construction work e.g. a Line Trades Foreperson will be responsible for the portion of a residential subdivision project to install the dip pole and connection to the overhead main distribution circuit, while an Underground Inspector may be responsible for recording inspection of underground work

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completed by a contractor, and yet another person, the Meter Tech Journeyman or Journeyman lineperson, is responsible for installation of the single phase residential meter. In this example, there will be at least 3 ROIs and *Certificates* and likely more records if the project is energized in stages. **Appendix B** also states which *Certificate* form is to be issued for a particular circumstance and by whom for the various project types.

- 3.3 As outlined in **Appendix B**, *competent or qualified persons* will verify that approved equipment was used and that construction was completed according to the *plan, work instruction or Standard Design* as applicable, by checking off the appropriate boxes and filling in the checklists on the appropriate forms. Checklists and checkboxes will assist the *competent or qualified persons* in ensuring that all of the requirements of the CVP have been addressed before signing the *Certificate*. In some cases, mostly new construction and upgrade overhead projects, the same person will fill in the ROI form and sign the *Certificate*.
- 3.4 ROI shall state that NT Power is satisfied that the work sites are left in a safe condition or *no undue hazard* upon completion of the work.
- 3.5 Safe condition means that the site presents "*no undue hazard*". For the purpose of *construction verification of an electrical installation*, *no undue hazard* has the meaning set out in the Definition section 1.3.30 of ESA issued Technical Guideline for Equipment, Design and Construction as follows:
- metal parts that are not intended to be energized and that are accessible to unauthorized persons are adequately grounded,
 - *live* parts are adequately insulated or *barriered*,
 - the installation meets the minimum CSA clearances from buildings, signs and ground or barriers are installed to protect,
 - the structure has adequate strength
where adequate means in accordance with *Good Utility Practice*;
- 3.6 The ROI, *Certificate*, all relevant drawings and documentations shall be placed in a file folder and stored at a central file or work-order file as applicable for no less than one year after the annual audit following construction completion.

The tab of the file folder shall indicate the name or location of the project, the work order number (if applicable) and the date of completion as indicated on the *Certificate*.

4.0 Resolving Non-Compliance with the Regulation

- 4.1 If the *competent or qualified person* determines non-compliance (i.e. *safety standards* of the *Regulation* have not been met), the *Certificate* shall not be signed and the issue shall be brought to the attention of the Superintendent or Manager of Operations. In turn, they will ensure that the following is addressed:
- a) Deficiencies may be corrected through re-construction to comply as planned, or to *Standard Design*, or

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- b) Create a new *plan* with a Certificate of Deviation issued and certified by a Professional Engineer (P.Eng.) or ESA, to which construction conforms, and
- c) *Certificate* issued by a competent and qualified person or P.Eng.

For example, if construction deviates from a *plan* or *Standard Design*, this is indicated by checking off the appropriate boxes in the ROI forms (refer to **Appendix C**) and forwarded to the Superintendent. In turn,

- a) the Superintendent will ensure that reconstruction is completed as per the *plan* and the appropriate *Certificate* issued prior to energization or putting into use.
- b) If reconstruction to *plan* is not possible, the Superintendent will re-issue the work-plan using another *Standard Design*, or have the project redesigned by the Operations Technicians who in turn will re-issue *plans* to *Standard Design*. Construction will then be done as per the approved CVP and the appropriate *Certificate* issued prior to energization or putting into use.
- c) If *Standard Designs* cannot be employed, the *plans* will be revised and re-issued along with a Certificate of Deviation by a P.Eng. Construction to be completed as per the revised *plans* following the approved CVP and the appropriate *Certificate* issued prior to energization


- 4.2 Incidents of non-compliance shall be noted by the *competent* or *qualified person* in the comments section of the ROI checklists, or the appropriate box checked-off on other ROI forms (refer to **Appendix C**).

5.0 Process for Completing Certificate

- 5.1 *Certificates* are to be completed for the various types of projects and situations by *competent* or *qualified persons* as outlined in **Appendix B**.
- 5.2 The *competent* or *qualified person* shall ensure all supporting documents for recording inspection are satisfactorily complete to ensure *Regulation* is met prior to issuing a *Certificate* as outlined in **Appendix B**.
- 5.3 *Certificates* and ROI shall be filed as outlined in Section 3.6 of this document.

6.0 Work in Progress

- 6.1 For "Work in Progress", NT Power will conduct interim inspections and issue partial *Certificates* and ROI with a final *Certificate* at the end of the project, as identified in **Appendix B**.
- 6.2 Notes taken during construction related to any aspect of this project as it pertains to *Regulation* shall be retained in the project file as described in Section 3.6 of this document.

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7.0 Inspection of Third Party for Joint-Use Attachments (refer to Appendix F):

- 7.1 Requests for attachments by third parties shall be directed to NT Power in writing. NT Power will conduct a preliminary review of the requested location to ensure that the proposed attachment can be made safely and that sufficient clearances appear to be available. The requestor is required to submit engineered drawings approved by a P.Eng. or ESA, of the proposed attachment(s) including additional documentations specified in **Appendix F - Technical Specifications for Joint Use Attachments on Newmarket-Tay Power Distribution Ltd. Owned Poles**. Approval or denial of the attachment request will be provided to the third party in writing, along with any details specific to the request.
- 7.2 Upon completion of the attachment, the requestor shall notify NT Power and submit "as-built" drawings, ROI and *Certificate* stamped and certified by a P.Eng. Alternatively, and if the *plan* has been completed by NT Power's third party consultant, the requestor may submit "as-built" drawings, ROI and *Certificate* signed by the installing contractor which will be forwarded to NT Power's third party consultant for inspection and P.Eng. sign-off on the "as-built" drawings, ROI and *Certificate*.
- 7.3 Non-conforming attachments made to NT Power's plant will be brought to the attention of the requestor with a request to either re-construct the attachment per approved plans referenced in Section 7.1, or to remove it as per the joint-use agreement with the third party.
- 7.4 "As-built" drawings, ROI and *Certificate* shall be retained in the project file as described in Section 3.6 of this document.

8.0 Training

- 8.1 Training in the CVP and other aspects of *Regulation*, including ESA Technical Guidelines, shall be provided to all persons deemed competent and qualified to participate in NT Power's CVP. Training shall take place before the person(s) undertake any activities associated with this CVP in accordance with **Appendix D**.

The records of training provided to each *competent* or *qualified person* shall be kept and maintained in the employee's personnel file.

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Appendix A

Competent and Qualified Personnel

The positions noted below are deemed competent and qualified by virtue of their knowledge, experience, training, and certifications.

In addition to the qualifications listed, the positions shall have the additional minimum training stated in **Appendix D**, including applicable refresher courses.

Competent and Qualified Persons

These positions, deemed Competent and Qualified, can inspect and approve these types of construction work.

POSITION	QUALIFICATIONS	TYPE OF NEW CONSTRUCTION	Emergency	Like-for-Like	Legacy Construction
Superintendent	Journeyman Lineman Trade Certificate	All "New Construction" work identified in Appendix B			
General Foreperson	Journeyman Lineman Trade Certificate	All "New Construction" work identified in Appendix B			
Line Trades Foreperson	Journeyman Lineman Trade Certificate	All "New Construction" work identified in Appendix B			
Line Trades Supervisor (Lead Hand)	Journeyman Lineman Trade Certificate	All "New Construction" work identified in Appendix B			
Journeyman (Lineperson)	Journeyman Lineman Trade Certificate	All "New Construction" work identified in Appendix B			
Underground Inspector	Journeyman Lineman Trade Certificate	All "New Construction" work identified in Appendix B			
Operations Technician/Technologist	Certified Engineering Technologist (CET)	All "New Construction" work identified in Appendix B			
Meter Tech Supervisor	Journeyman Meterman Trade Certificate	All metering and service connections under "New Construction" work identified in Appendix B			
Meter Tech Journeyman	Journeyman Meterman Trade Certificate	All metering and service connections under "New Construction" work identified in Appendix B			
Distribution Engineer	Professional Engineer (P.Eng.)	All "New Construction" work identified in Appendix B			
Manager of Operations	Professional Engineer (P.Eng.)	All "New Construction" work identified in Appendix B			
Manager of Engineering	Professional Engineer (P.Eng.)	All "New Construction" work identified in Appendix B			

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Manager of Procurement & Standards	Professional Engineer (P.Eng.)	All "New Construction" work identified in Appendix B	✓	✓	✓
Vice President, Engineering and Operations	Professional Engineer (P.Eng.)	All "New Construction" work identified in Appendix B	✓	✓	✓
Chief Operating Officer	Professional Engineer (P.Eng.)	All "New Construction" work identified in Appendix B	✓	✓	✓

Qualified Persons

These positions, deemed Qualified, can inspect and approve these types of construction work:

POSITION	QUALIFICATIONS	TYPE OF NEW CONSTRUCTION	Emergency	Like-for-Like	Legacy Construction
Journeyman Aorentice	Journeyman Lineman Trade Certificate	All "New Construction" work identified in Appendix B			
Meter Tech Journeyman Apprentice	Journeyman Meterman Trade Certificate	All metering and service connection under "New Construction" work identified in Appendix B			
Third Party Inspector	Journeyman Lineman Trade Certificate or Certified Technician or CET	All "New Construction" work identified in Appendix B			

 <small>NEW - A</small>	Newmarket-Tay Power Distribution Ltd.	Orig. Date Issued	2005-May-6
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Appendix B

Inspection of Construction and Record of Inspection Preparation

NEW CONSTRUCTION

Type of Work	Work Documentation	Record of Inspection	Certificate
New Construction (other than residential & commercial subdivision expansion projects) e.g. <ul style="list-style-type: none"> OH & UG new line construction relocation of distribution line projects: OH to OH; OH to UG; UG to UG 	Plans and/or Certificate of Approval, Certificate of Deviation	<ul style="list-style-type: none"> Work instructions Standard Designs Stamped "as-built" drawings/plans with any changes notified Record of Inspection form (see Appendix C1) filled in by competent or qualified person(s) 	Competent or Qualified Person <ul style="list-style-type: none"> inspects all new construction projects notes compliance with plan, work instruction or Standard Designs and use of approved equipment issues Certificate (see Appendix C2)
Upgrades e.g. <ul style="list-style-type: none"> OH & UG line upgrades 	Plans and/or Certificate of Approval, Certificate of Deviation	<ul style="list-style-type: none"> Work instructions Standard Designs Stamped "as-built" drawings/plans with any changes notified (see Appendix C1) or NT Power Work Order form (see Appendix C3) filled in by competent or qualified person. For UG work performed by contractor, Underground Inspector typically completes this form. Record of Inspection form (see Appendix C1) filled in by competent or qualified person(s) 	Competent or Qualified Person <ul style="list-style-type: none"> Inspects all upgrade construction projects notes compliance with plan, work instruction or Standard Designs and use of approved equipment completes Work Order form (see Appendix C3) which becomes the Certificate or issues Certificate (see Appendix C2) or issues Partial Certificates (see Appendix C2) when only parts of the line project needs to be put back into service
Residential & Commercial Subdivision Expansion Projects (excluding New Service Connections)	Plans and/or Certificate of Approval, Certificate of Deviation	<ul style="list-style-type: none"> Work instructions Standard Designs Stamped "as-built" drawings/plans with any changes notified NT Power Work Order form (see Appendix C3) filled in by competent or qualified person. For UG work performed by contractor, Underground Inspector typically completes this form and notes compliance with plan, work instruction or Standard Designs and use of approved equipment. Non-conformances will be 	Competent or Qualified Person <ul style="list-style-type: none"> ensures Records of Inspections; Work Order forms and "as-built" drawings for all residential & commercial subdivision expansion projects (excluding new service connections) are completed with notes of compliance with plan, work instruction or Standard Designs and use of approved equipment ensures 3rd Party (usually the Developer) forwards their Certificate of Compliance for their portion of work (see example in




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		<p>recorded by the inspector on the work order form</p> <ul style="list-style-type: none"> Record of Inspection form (see Appendix C1) filled in by competent or qualified person 	<p>Appendix E)</p> <ul style="list-style-type: none"> ensures non-conformances are rectified and/or addressed issues Partial Certificates (see Appendix C2) when only parts of the line project need to be put into service or issues Final Certificate (see Appendix C2) when project completed
New Low Voltage (LV) or Residential Service Connections	Standard Designs Work Instruction	<ul style="list-style-type: none"> Work instructions Standard Designs Stamped "as-built" drawings/plans with any changes notified NT Power UG Service Cable Inspection form (see Appendix C6) filled in by competent or qualified person and notes compliance with plan, work instruction or Standard Designs and use of approved equipment. NT Power Work Order form (see Appendix C3) filled in by competent or qualified Person for installation of low voltage service connections and/or single-phase residential metering, lists residential service connection inspected, tested and connected with connection dates and which were found to be non-conformant and notes compliance with plan, work instruction or Standard Designs and use of approved equipment. 	<p>Competent or Qualified Person</p> <ul style="list-style-type: none"> ensures Records of Inspections; Work Order forms and "as-built" drawings for all new low voltage (residential service connections) projects are completed with notes of compliance with plan, work instruction or Standard Designs and use of approved equipment completes work order for low voltage service connection which becomes the Certificate, or issues Certificate at the end of whole project (see Appendix C2)
New High Voltage (HV) Service Connections	Plans and/or Certificate of Approval, Certificate of Deviation	<ul style="list-style-type: none"> Work instructions Standard Designs Stamped "as-built" drawings/plans with any changes notified Record of Inspection form (see Appendix C1) filled in by competent or qualified person(s) NT Power UG Service Cable Inspection form (see Appendix C6) filled in by competent or qualified person and notes 	<p>Competent or Qualified Person</p> <ul style="list-style-type: none"> ensures Records of Inspections; Work Order forms and "as-built" drawings for all new HV service connections projects are completed with notes of compliance with plan, work instruction or Standard Designs and use of approved equipment completes Work Order form (see Appendix C3) which becomes the Certificate or

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		compliance with <i>plan, work instruction</i> or <i>Standard Designs</i> and use of <i>approved equipment</i> <ul style="list-style-type: none"> NT Power Metering Report form (see Appendix C5) filled in by <i>competent</i> or <i>qualified person</i> for installation of polyphase metering and notes compliance with <i>plan, work instruction</i> or <i>Standard Designs</i> and use of <i>approved equipment</i> 	issues <i>Certificate</i> (see Appendix C2) upon receipt of a copy of the ESA permit to customer and all NT Power requirements are met
--	--	---	--

OTHER CONSTRUCTION

Type of Work	Work Documentation	Record of Inspection	Certificate
Planned Replacement (other than for <i>legacy construction</i>) e.g. pole replacements, insulator replacement	<i>Standard Designs</i> <i>Work Instruction</i> <i>Like-for-Like</i>	<i>Competent and Qualified Person</i> <ul style="list-style-type: none"> inspects each site and records compliance with <i>Standard Designs</i> or <i>work instructions</i> and use of <i>approved equipment</i> using Work Order form (Appendix C3) or <i>Record of Inspection</i> form (Appendix C1). or <ul style="list-style-type: none"> inspects each site to confirm safe condition upon work completion. Completion of work is recorded on Work Order form (Appendix C3). 	For sites inspected by <i>competent and qualified person</i> , Work Order form (Appendix C3) is completed which becomes the <i>Certificate</i> or <i>Certificate</i> (Appendix C2)
Emergency and <i>Legacy Construction</i> Replacement	<i>Like-for-Like</i> Part or portion <i>Legacy Construction</i>	For <i>emergency work</i> - <i>Competent and Qualified Person</i> inspects each site to confirm safe condition upon work completion. Confirmation of safe condition recorded as a check box on the Trouble Report (Appendix C4) For <i>legacy construction</i> replacement - <i>Competent and Qualified Person</i> inspects each site and confirms safe condition upon work completion and records on Work Order (Appendix C3) or on Trouble Report (Appendix C4).	For emergency work where the confirmation of safe condition has been recorded on the Trouble Report (Appendix C4), the confirmation of inspection of safe condition forms the <i>Certificate</i> and issued by the <i>competent and qualified Person</i> For <i>legacy construction</i> replacement - <i>Certificate</i> issued for each project by <i>competent and qualified Person</i>



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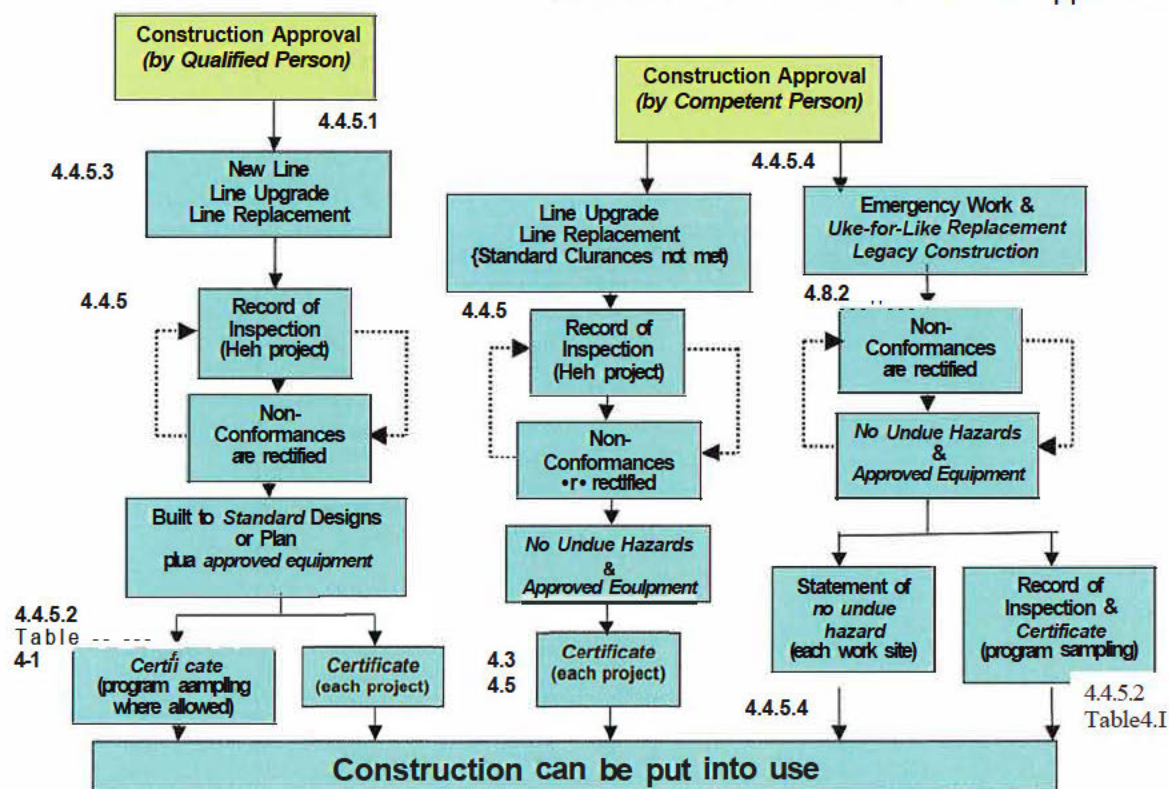
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Flow Chart for Section of Regulation 22/04

The flowchart below indicates the process required for *construction verification* based on type of work to be performed.

.0

4.1.3 Construction Verification and Approval



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Appendix C1

Record of Inspection Checklist

Project Name or Description:	Work Order Number:
------------------------------	--------------------

Item:	Complies:			Comments:
	Yes	No	N/A	
Approved Plan Has Been Followed				
Standard Designs Applied Correctly				
Approved Equipment Used				
Like-for Like presents no Undue Hazard				
Legacy Construction has P.Eng. Approval				
Non-conformance referred to Superintendent/VP Tay Operations				
I have received training on C.V. Program				

Inspector's Comments:


Name (print)


Date:

Inspector's Initials :

OR

Record of As Built on Drawing Title Block

THIS DESIGN DRAWING CONFORMS TO ONT. REG. 22/04			NEWMARKET-TAY POTIER DISTRIBUTION LTD. 590 5 TH COURT HOMERIDGE, ONTARIO, L1Y 6Z2	
AS BUILT	APPROVED FOR CONSTRUCTION		DRAWING No. C P	1:500
DESIGNER: CHECKED: DATE:	SIGNATURE: DATE:	DRAWING No. C P 1:500 DATE:		

THIS DESIGN DRAWING CONFORMS TO ONT. REG. 22/04			NEWMARKET-TAY POTIER DISTRIBUTION LTD. 590 5 TH COURT HOMERIDGE, ONTARIO, L1Y 6Z2	
AS BUILT	APPROVED FOR CONSTRUCTION		DRAWING No. C P	1:500
DESIGNER: CHECKED: DATE:	SIGNATURE: DATE:	DRAWING No. C P 1:500 DATE:		

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Appendix C2

Partial or Final Certificate of Construction

Type of Certificate		Certificate of Construction	Operating Area	
<input type="checkbox"/>	Final		<input type="checkbox"/>	Newmarket
<input type="checkbox"/>	Partial		<input type="checkbox"/>	Midland
			<input type="checkbox"/>	Tay

This is to certify that the construction recorded on these documents for Newmarket-Tay Power Distribution Ltd. is consistent with the approved plan, Standard Designs, Work Instruction or Legacy Construction and that approved equipment has been used.

Document Name	Reference Number or Issue Date

Description of Work performed and Standard Designs Applied

--

Name (Print)

Date

Signature

Position

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Newmarket Off
 590 Stov-Jl Ct, Newell/Millr, Ilntario, UY 622
 Tel: (905) 895-2309 Fax (905) 895-a931
 Midland Office:
 16954 Hwy 12, Midland, Ontario, L4R 4P4
 P08ox820
 Tel: (705) 526-9361 fax, (705) 526-7890

INSTRUCTION ORDER REPORT

Project#: _____ Date: _____
 Project Title: _____ Created By: _____
 Location: _____ Service Area: _____

INSTRUCTION ORDERS:

RECORD OF INSPECTION CHECKLIST:

- ☐ Approved material was used.
- ☐ Worksite was left with no undue hazard.
- ☒ New construction was completed in accordance with approved design standards.
 (Certification must be filled out below)
- ☐ Not in accordance: Forward to Superintendent/ Operations Manager.
- ☐ Emergency work: Like for like, or maintenance, and presents no undue hazard.

Name: _____ Date: _____
 Signature: _____ Position: _____

CERTIFICATION:

This is to certify that the construction recorded on these documents is consistent with the Approval Plan, Approved Design Standards, Work Instruction, or Legacy Construction; and approved equipment was used.

Name: _____ Date: _____
 Signature: _____ Position: _____



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Appendix C3



WORK ORDER

N- 14045

Newmarket-Tay Power Distribution Ltd.

JOB NO. _____

Account No. _____

Date of this Request: _____

Name: _____

Address: _____

Contact Info: _____

Date Wanted: _____

Deposit: _____

Hydro Meter No.: _____

Reading: _____

Time Activated: _____

Voltage: _____

PARTICULARS: See attached - 0

Request Issued by: _____

Approved by: _____

(If applicable)

PLEASE CHECK MAIN SWITCH
PRESENT AND OPEN
CHECKED BY: _____

STATUS OF WORK

☐ Work completed☐ Work completed as per Standard Design (# _____, if applicable)☐ Site left in safe condition☐ Approved material was used


Forward to the Line Superintendent/General Foreperson:

☐ Construction is not in accordance with Plan or Standard Designs☐ Construction does not meet the safety standards


COMPLETED DATE: _____

BY _____

QUALIFIED/ COMPETENT PERSON -
Line Superintendent/ General Foreperson

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		WORK ORDER	
169841-highway 12 P.O.Box 820, Midland, ON L4R4P-4 Tel: (705) 499-1111 Fax: (705) 523-7810 Email: midlandpuc@midlandpuc.on.ca		Midland Job#	
OEB Compliant <input checked="" type="checkbox"/> y <input type="checkbox"/> N		Tay Job#	
DESCRIPTION:		Req/Cond_Dr...:	
		Date Work Started:	
		Date Work Completed:	
LOCATION:		Reg	
		OT Bank	
		OT Pay	
		OT Meals	
TOWN:		VacilFloat	
CONTACT INFO:		Sick	
		Safety	
		Standby	
OT - TIME OF CALL:		Leadhand	
EMERGENCY - TIME ON SITE:		Vehicles	
OT - TIME COMPLETED:		#1	#2
EMERGENCY CALL FROM: POLICE FIRE AMBULANCE		#3	#4
		#5	#6
		#7	#8
		Tay#8	
BIN#	MATERIAL DESCRIPTION (...b-ofwo,l«><dH)	Qty Out	Qty Ret'd
CUSTOMER PRESENCE REQUIRED OR REQUESTED: <input checked="" type="checkbox"/> y <input type="checkbox"/> N			
APPOINTMENT SCHEDULED: AM PM		APPOINTMENT MET: <input checked="" type="checkbox"/> y <input type="checkbox"/> N	
		Arrival Date & Time:	Initials:
Date & Time of Rescheduled Meeting with Customer		Arrival Date & Time:	Initials:
METERING INFORMATION			
Meter#	Date & Time meter DISCONNECTED	Reading	
	Date & Time meter CONNECTED	Reading	Voltage
Status of Work		Record of Inspection & Certificate	
<input checked="" type="checkbox"/> Work Completed	<input type="checkbox"/> No Undue Hazard	<input type="checkbox"/> Work in accordance with Standards	
<input checked="" type="checkbox"/> Work NOT completed	<input type="checkbox"/> Approved Mat'l Use	<input type="checkbox"/> Not in accordance; send to Line Supervisor	
Signature of Person Completing this Report		Signature of Supervisor	

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NEW A w I/
• - \ . , w)

TROUBLE REPORT

DATE:		TIME REPORTED:		
TRANSFORMER NO.:		SWITCH NO.:		FEEDER NO.:
Customer Name: _____				
Address: _____				
Residence No.:		Business No.:		
No Power Call <input type="checkbox"/>	Part Power Call <input type="checkbox"/>	Other <input type="checkbox"/>	ESA Reportable? Yes <input type="checkbox"/>	
Primary Fault <input type="checkbox"/> Location of Fault: _____				
Reported Details: _____				
Cause of Problem: _____				
How Was Problem Solved? _____				
Time Dispatched: _____	Time Arrived On Site: _____	Time of Interruption: _____	Time Service Restored: _____	Time All Done: ____
ACCIDENT INFORMATION:				
Incident No.: _____		<input type="checkbox"/> Copy of Incident Report Attached		
Police Officer's Name: _____		Badge#: _____		
STATUS OF WORK:				
<input type="checkbox"/> Work Completed		<input type="checkbox"/> Temporary Repairs Made		<input type="checkbox"/> Squirrel (guard
<input type="checkbox"/> Site Left in Safe Condition		<input type="checkbox"/> Approved Material Used		
<input type="checkbox"/> Forward to Line Superintendent - Construction:				
<input type="checkbox"/> Is not in Accordance with Plan or Standard Designs				
<input type="checkbox"/> Does not meet the safety standards				
Lead hand:		Lineman:		



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NEWMARKET Hydro
30" tr-rts BUR MIT DEC-86
1434 Highway 12 P.O. Box 820, Midway, ON M1P 4
Tel: (705) 526-3611 Fax: (705) 547-8000
Email: ntdh@nkp.com

WORK ORDER - TROUBLE TRUCK

Ir-0-EB_C_o_m_p_li-a-nt--Y--N-		Midland Job #	
DESCRIPTION:		Tay Job#	
		Req/Cond Met Date:	
		Date Work Started:	
		Date Work Completed:	
LOCATION:		Reg	
		OT Bank	
		OT Pay	
		OT Meals	
TOWN:		Vat/Float	
CONTACT INFO:		Sick	
		Safety	
		Standby	
OT - TIME OF CALL:		Leadhand	
EMERGENCY - TIME ON SITE:		Vehicles	
OT - TIME COMPLETED:		#1	#2
EMERGENCY CALL FROM: POLICE FIRE AMBULANCE		#3	#4
		#6	#9
		TAYS	
BIN#	MATERIAL DESCRIPTION (sNbackofwork-order)	Qty Out	Qty Ret'd
CUSTOMER PRESENCE REQUIRED OR REQUESTED: Y N			
APPOINTMENT SCHEDULED: AM PM		APPOINTMENT MET: Y N	
		Arrival Date & Time:	Initials:
Date & Time or Rescheduled Meeting with Customer		Arrival Date & Time:	Initials:
METERING INFORMATION			
Meter#	Date & Time meter DISCONNECTED	Reading	
	Date & Time meter CONNECTED	Reading	Voltage
Status of Work		Record of Inspection & Certificate	
<input type="radio"/> Work Completed	<input type="radio"/> No Undue Hazard	<input type="radio"/> Work in accordance with Standards	
<input type="radio"/> Work NOT completed	<input type="radio"/> Approved Mat'l Used	<input type="radio"/> Not in accordance; send to Line Supervisor	
Signature of Person Completing this Report		Signature of Qualified Person	
		Signature of Supervisor	



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NTPDL METERING REPORT

CUSTOMER NAME: _____ CYCLE: _____ ROUTE: _____
 ACCOUNT NUMBER: _____ CLASS: _____ WALK: _____ DATE PRINTED: _____ May -07-20
 SERVICE ADDRESS: _____

TIME ACTIVATED:	METERED SERVICE:	<input type="checkbox"/> Residential (Incl. Apts)	<input checked="" type="checkbox"/> Main Service	<input type="checkbox"/> House Service
POWER OFF:		<input type="checkbox"/> Unit Services	<input type="checkbox"/> Main (Rebate Only)	<input type="checkbox"/> Main & Rebate
POWER ON:	REASON FOR REPORT:	<input type="checkbox"/> New Installation	<input checked="" type="checkbox"/> Meter Change	<input type="checkbox"/> Test
		<input type="checkbox"/> Reading Check	<input type="checkbox"/> Other (See remarks)	<input type="checkbox"/> Reverification
		<input type="checkbox"/> Removal	<input type="checkbox"/> Re-Install	<input type="checkbox"/> Re-Seal

EXISTING METERS	
Measure Quantity	
<input type="checkbox"/> KW <input type="checkbox"/> KVA <input type="checkbox"/> KWH	

Test Number	
-------------	--

Serial Number	
---------------	--

Mfr	Type
-----	------

No. of Elements	Meter Mult
-----------------	------------

<input type="checkbox"/> Install <input type="checkbox"/> Remove
<input type="checkbox"/> Test <input type="checkbox"/> Read check

Date (DMY) J	
--------------	--

Energy kWh	
------------	--

READING

Demand WATTS	
--------------	--

Demand VA	
-----------	--

Existing N-Star Billing Multiplier	
------------------------------------	--

NEW & CHANGED METERS	
Measure Quantity	
<input type="checkbox"/> KW <input type="checkbox"/> KVA <input type="checkbox"/> KWH	

Meter Number	
--------------	--

Serial Number	
---------------	--

Mfr	Type
-----	------

No. of Elements	Meter Mult
-----------------	------------

<input type="checkbox"/> Install <input type="checkbox"/> Remove
<input type="checkbox"/> Test <input type="checkbox"/> Read check

Date (DMY) J	
--------------	--

Energy kWh	
------------	--

READING

Demand WATTS	
--------------	--

Demand VA	
-----------	--

Billing Multiplier (BM)	
MM x CT x PT : BM	

REMOVED METER DATA					
Test Number	Voltage	Current	Base	Dial	
NM MD					
Group No.	Due Year	Seal Date	Seal Period		
	DJ				D

INSTALLED METER DATA					
Test Number	Voltage	Current	Base	Dial	
NMI					
Group No.	Due Year	Seal Date	Seal Period		
II					I

Potential Transformer Data	Current Transformer Data
# (1)	
# (2)	
# (3)	
Make	
Type	
Serial No. (1)	
Serial No. (2)	
Serial No. (3)	
Ratio	
Acc. Class	
Phase	1 2 3 1 2 3

Status Of Work:	
<input type="checkbox"/> Work Completed	<input type="checkbox"/> Work Completed as per Standard Design
<input type="checkbox"/> Site left in safe condition	<input type="checkbox"/> Approved Material was used
<input type="checkbox"/> Forward to Manager of Operations:	
<input type="checkbox"/> is not in Accordance with Plan or Standard Designs	
<input type="checkbox"/> does not meet the safety standards	

WORK PERFORMED BY	
CHECKED BY	
TO BE COMPLETED BY BILLING DEPT	
DATE	BY
EXISTING BM x	NEW BM x

PREPARED BY: Brent Bevan APPROVED BY: Alex Braletic

Meter 1 of 1 in batch

NEW



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UNDERGROUND SERVICE INSPECTION

COMPANY OR CONTRACTOR		DATE	
ADDRESS		PHONE NUMBER	
LOCATION OF INSPECTION		<input type="radio"/> APPROVED MATERIAL USED <input type="radio"/> WORK COMPLETED IN ACCORDANCE WITH STANDARD APPROVED DESIGNS	
		yes	NO
METER BASE SECURED TO WALL			
STAND PIPE MUST HAVE 2 STRAPS			
CABLES TERMINATED IN METER BASE			
ALL SPLICES CRIMPED AND APPROVED SPLICING JACKET			
U/G DUCT INSTALLED TO SPEC.			
SANDED AS TO SPEC.			
NAME (print)		ABOVE REQUIREMENTS MUST MEET THE INSPECTOR'S APPROVAL BEFORE FINAL CONNECTIONS ARE MADE.	
SIGNATURE OF QUALIFIED PERSON			

Job No. _____

UNDERGROUND SERVICE INSPECTION

COMPANY OR CONTRACTOR		DATE	
ADDRESS		PHONE NUMBER	
LOCATION OF INSPECTION		<input type="radio"/> APPROVED MATERIAL USED <input type="radio"/> WORK COMPLETED IN ACCORDANCE WITH STANDARD APPROVED DESIGNS	
		YES	NO
METER BASE SECURED TO WALL			
STAND PIPE MUST HAVE 2 STRAPS			
CABLES TERMINATED IN METER BASE			
ALL SPLICES CRIMPED AND APPROVED SPLICING JACKET			
U/G DUCT INSTALLED TO SPEC.			
SANDED AS TO SPEC.			
NAME (print)		ABOVE REQUIREMENTS MUST MEET THE INSPECTOR'S APPROVAL BEFORE FINAL CONNECTIONS ARE MADE.	
SIGNATURE OF QUALIFIED PERSON			

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CTiddist tot New IV/tN Coins

Volante	Low	H.T.	Comm.m.
Address for New Collection			
Customer name			
Connection time			
Layout required	y	II	
Contractor work completed	y	II	
CA#			
Trench required (developed/separable)	y	N	
_____ to _____	y	II	
_____ to _____	y	II	
_____ to _____	y	II	
_____ to _____	y	II	
_____ to _____	y	II	
WG to _____	y	II	
_____ to _____	y	II	
Approved material used	y	II	
Work completed in accordance with standard approved designs	y	II	
All work requirements must meet inspector's approval before final connections are made.			
Date Trench Inspected/ Inspected by			Signature of qualified person
Payment received (if applicable)	y	II	
Bill of account Application returned	y	II	
Meter request complete	y	II	
Item number			
5 Day requirement start date			
Work Order issued	y	II	
Connection Complete date			
5 Day requirement time?	y	II	
Engineer/ Tech sign-off			
Use of S.U.H.iff			

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Appendix D

Training

All *competent* or *qualified persons* shall receive the following training in NT Power's CVP:


WHEN	WHAT
Initiation:	With initial (approved by ESA) issue
Annual:	First Outside Safety Meeting of each year - review
Upon Revisions	To cover what has changed
Upon completion of internal process review	To review any resultant changes
Upon completion of external audit	To review any resultant changes

NOTE 1: All *competent* or *qualified persons* shall receive training in all other aspects of Ontario Regulation 22/04 and ESA Technical Guidelines, such as Incident Reporting, Proximity to Distribution Lines etc.

NOTE 2: A comprehensive list of training received by all employees will be kept in each individual's employee file.

Additional Minimum Training

Electrical Safety Awareness	IHSA Courses, as required	WHMIS
CPR, First Aid, Defibrillator	NT Power CVP	

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Appendix E




590 Steven Court, Newmarket, Ontario L3Y 6Z2
Tel: (905) 895-2309
Fax: (905) 895-8931
E-mail: nmhydro@nmhydro.ca
Web: www.nmhydro.ca

Newmarket-Tay Power Distribution Ltd.

Month dd, YYYY

Developer Name
NNNN Ontario Ltd.
NNNN Streetname, Suite nnn
City, ON Lnn nNn

Dear Name:

RE: Newmarket-Tay Power Distribution Ltd.
Electrical Distribution Design & Construction Standards for
Subdivision Name Phase n Residential Subdivision Development
Town of Newmarket- nnn units; File No. YYYYCPnnn

In accordance with the Subdivision Construction Agreement - For Expansion Facilities And Connection Assets Supplied by Developer Residential Subdivision (the Agreement) between NNNN Ontario Ltd. and Newmarket-Tay Power Distribution Ltd. (NT Power) for the subject Expansion Facilities, please find our design specifications and plans, including material specifications.

Please be reminded that Article 3.04(4)(a) of the Agreement requires that upon completion of the project, your Contractor is to provide NT Power with a completion certificate verifying satisfactory completion of the Expansion Facilities in order for NT Power to comply with Electrical Safety Authority (ESA) Regulation 22/04. As a clarification, satisfactory completion means that all Expansion Facilities were completed in accordance with NT Power plans and specifications, including equipment and materials.

In the event that portions of the Expansion Facilities need to be energized prior to the whole project being completed, NT Power will require partial completion certificates from your contractor to ensure "no undue hazard" (as defined by ESA Regulation 22/04 Technical Guidelines) exists to the public.

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Appendix F

Technical Specifications for Joint Use Attachments on Newmarket-Tay Power Distribution Ltd. Owned Poles



The following technical specification applies to changes to any existing attachment or the construction of new attachments that will allow the strain on Newmarket-Tay Power Distribution Ltd. (NTPDL) owned poles.

All work that is required by NTPDL personnel to remove and approve the Joint-Use attachments will be billed at an hourly rate to the applicant.

- Proposed route plans are to be submitted for review by NTPDL to determine the suitability for joint-use. NTPDL will then determine if the Newmarket-Tay Power Distribution Ltd. consultant will prepare all joint-use attachment plans, calculations, and reports.

Process for NTPDL's Consultant

NTPDL will receive the following:

- NTPDL will provide an estimate provided by a consultant to perform the 3rd party attachment plans, calculations, and report. And to provide Construction Verification inspection after construction.
- If the applicant is the final, applicant must supply a purchase order to NTPDL to main M's consultant's services as stated above. The consultant is retained by NTPDL. Progress billing will be utilized.
- Upon receipt of 3rd party attachment plans, calculations, and report NTPDL will provide make ready quotes and report. If the applicant accepts the estimate for make ready work, the applicant must supply a purchase order before NTPDL commences work. Once the purchase order is received, NTPDL will issue the purchase order for construction.

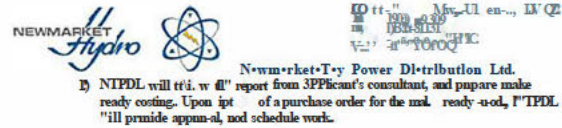
Process for Applicant's Consultant

NTPDL must receive the following:

- 2 paper drawings to scale showing pole locations, pole class, framing, all existing utilities, and the proposed construction.
- Equipment specifications, construction method instructions, and standard drawings.
- Loading calculations for all existing and proposed equipment, including NTPDL equipment, and all joint use tenants. (Calculations to be explained in metric and imperial).
- Approved by a Professional Engineer specifying that the plans and construction practices meet Ontario Regulation 22/04, and will protect no undue hazard as defined by Ontario Regulation 22/04.

Date: March 14, 2013
Ref: U10m2

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(Heights of NTPDL must be obtained using approved methods and comply with Municipal Health and Safety Act)

Other

Provided 1" NTPDL copies of the following:

- Electric Safety Authority (ESA) certificate of approval of plans, drawings and specifications for installation work.
 - ESA pre-approved certificate and record of inspection and approval of construction that demonstrates ESA is satisfied that safety standard has been met, and the system may be put into use.
- Once NTPDL has approved the joint use project, construction may commence. The applicant will inform NTPDL on a weekly basis of construction activities until the job has been completed.
 - Joint Use permits will be submitted to NTPDL reflecting the as-built works within one month of completion of construction. The permits will indicate the number of poles occupied on each street. Each permit will refer to one street only. See form below.
 - If the NTPDL consultant process is used, a certificate and record of inspection, and two (2) sets of as-built hard copy drawings signed by the installing contractor, and by a representative from the applicant must be submitted. An electronic copy in PDF will also be submitted. This will be forwarded to the NTPDL consultant for inspection.
 - If the applicant's consultant process is used, a certificate and record of inspection and two (2) sets of as-built hard copy drawings, stamped and signed by a Professional Engineer meeting Ontario Regulation 22/04, and an electronic copy in PDF and AutoCAD will also be submitted at this time.
 - A request to connect bonding grounds will be submitted to NTPDL clearly identifying end location. An estimate for bond connection will be provided to the applicant. The applicant will provide a purchase order and receive the NTPDL will connect all bonds.
 - All joint use conductors will maintain a minimum clearance of 1.02 m from NTPDL conductors.
 - Anomalous locations will be located on the same side of the pole as the NTPDL system if feasible, unless noted otherwise.

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NEW i f f t *dJs;* 508-n-1 i LD < u n i g y r z
m 7209
0.0H
Nwmarket-Try Power Distribution Ltd.
9) Afra nt height on the pte is D be 1 a auxianw of5-5m from gnd! un6!
othanw starm
10) All equipm t to tagged with owner's idmii. licat ion k L
11) Due to additional strain applied 10T-DL-DB poles, theme minimum overall cable bundle
cimuofcrtkE:eshlnnotcctrd 15.0an(5.9in).
11) Where guying tttlpmnt is ttgltttd, it will supply n and installed by the jowt. US
tesdIt and will not interlett with 1:1-POL f-(Upmant.

Approved by: Elvira-Dorcas Yonna, P.Eng

Date: March 14, 2013
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