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File No. 88175.42

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BY EMAIL & RESS
registrar@oeb.ca

Mr. Ritchie Murray
Ontario Energy Board
2300 Yonge Street, 27th floor
P.O. Box 2319
Toronto, ON M4P 1E4

Dear Mr. Murray:

**Re: Oshawa PUC Networks Inc. (“Oshawa Power”)
Application for 2026 Distribution Rates (EB-2025-0014) (“Application”)
Undertaking Responses and Confidentiality Request**

We represent Oshawa Power in the above noted matter. On October 20, 2025, the Ontario Energy Board (“OEB”) issued Procedural Order No. 5 setting out a process requiring Oshawa Power to file undertaking responses from the hearing held between October 28 to 30, 2025. These will be filed under separate cover.

As part of the undertaking responses, Oshawa Power is filing with the OEB certain information that is confidential. Oshawa Power is hereby requesting confidential treatment of the information in the table below pursuant to sections 10.01 and 10.02 of the OEB’s Rules of Practice and Procedure (revised March 6, 2024) and sections 5.1.1 and 5.1.2 of the OEB’s Practice Direction on Confidential Filings (revised December 17, 2021, “Practice Direction”).

Interrogatory / Description	Rationale Supporting Redaction
Undertaking Responses J2.8 and J3.10	<u>Presumptively Confidential</u> All of the redacted information in the documents attached to undertaking responses J2.8 and J3.10 relate to vendor unit pricing and billing rates of a third party for certain services. As the OEB has already ruled in this proceeding, ¹ this information is commercially sensitive information and should be treated

¹ Decision and Order on Confidentiality EB-2025-0014, October 27, 2025.

	confidentially. Additionally, this information is presumptively confidential in accordance with section 4 and Appendix B of the OEB Practice Direction.
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Please contact the undersigned with any questions.

Yours truly,

BORDEN LADNER GERVAIS LLP



Colm Boyle

CB/JV

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Attachments

Attachment J1.2 Benchmarking-Spreadsheet-Forecast-Model-v2024_20251104 (new facility in service 2027)

Attachment J1.7_1 March 27 2024 Special Board Mtg

Attachment J1.7_2 Media Release_20240910

Attachment J1.9 OP Department Survey 091223 Final Report Submittal

Attachment J1.10_Oshawa Power Vacating 100 Simcoe

Attachment J2.1 DER List

Attachment J2.4 Appendix 2AA YTD to Sept 2025_20251104

Attachment J2.6 IT CAPEX Reconciliation

Attachment J2.8 B&M Obligations

Attachment J3.10_1 OPUCN Locate Services Agreement Extension (2021 - 2023)

Attachment J3.10_2 FW_ Action Requested _ Promark - New Pricing Model and Compliance Improvements - acceptance -APRIL 2022

Attachment J3.10_3 Promark - GE01 - Commercial Pricing - Interim Pricing April 1 2022

Attachment J3.10_4 Promark - GE01 - Commercial Pricing Schedule - Interim Pricing November 1 2022

Attachment J3.10_5 OPUCN Locate Services Agreement (2023 - 2024)

Attachment J3.10_6 OPUCN Promark-Telecon Extension Letter Feb 2024 (extend to 2025)

Attachment J3.10_7 OPUCN Promark-Telecon Extension Feb 2025 (extend to 2026)

Attachment J3.10_8 Promark - GE01 - Commercial Pricing Schedule - Revised Pricing February 1 2025

UNDERTAKING J1.1

Reference:

Oral Hearing Transcript (Vol. 1) page 80 line 23 to page 82 line 3

Undertaking:

To advise whether the capital cost for dayforce was charged to the affiliates and how much it was.

Response: No, the capital cost for Dayforce was not charge to the affiliates. Total capital cost was \$232K.

UNDERTAKING J1.2

Reference:

Oral Hearing Transcript (Vol. 1) page 88 line 11 to page 89 line 9

Undertaking:

To provide OEB-approved forecast model for 2027 with the building

Response: See below results and excel model as Attachment J1.2: OPUCN_2026-Benchmarking-Spreadsheet-Forecast-Model-v2024_20251104 (new facility in service 2027).

Summary of Cost Benchmarking Results							
Oshawa PUC Networks Inc.							
	2023 (History)	2024 (History)	2025 (Bridge)	2026 (Test Year)	2027	2028	2029
Cost Benchmarking Summary							
Actual Total Cost	44,969,381	48,734,901	50,992,031	52,150,061	59,540,007	60,433,029	61,308,422
Predicted Total Cost	54,302,763	57,739,223	61,098,022	61,216,530	64,437,316	67,493,878	70,639,073
Difference	(9,333,382)	(9,004,322)	(10,106,991)	(9,066,469)	(4,897,309)	(7,060,850)	(9,330,652)
Percentage Difference (Cost Performance)	-18.9%	-17.0%	-18.1%	-16.0%	-7.9%	-11.1%	-14.2%
Three-Year Average Performance	-18.9%	-17.9%	-18.0%	-17.0%	-14.0%	-11.7%	-11.0%
Stretch Factor Cohort							
Annual Result	2	2	2	2	3	2	2
Three Year Average	2	2	2	2	2	2	2

UNDERTAKING J1.3

Reference:

Oral Hearing Transcript (Vol. 1) page 131 line 23 to page 132 line 17

Undertaking:

To advise where the building is within regulated assets

Response: Building is included within Long-term assets.

UNDERTAKING J1.4

Reference:

Oral Hearing Transcript (Vol. 1) page 132 line 18 to page 134 line 8

Undertaking:

To advise whether numbers regarding page 21 of exhibit 1 are accurate

Response provided based on understanding of context: Increase in kilowatt hours of 4.4% is a 1% compound annual growth rate

Response:

Confirming that compound annual growth rate for kWh between 2021 and 2026 is approximately 1%.

UNDERTAKING J1.5

Reference:

Oral Hearing Transcript (Vol. 1) page 137 line 18 to page 138 line 14

Undertaking:

To provide LCD's SWOT analysis, if one was completed

Response:

No SWOT analysis was undertaken. A PESTLE analysis was filed in the September 26, 2025 letter to the OEB on Updated IRR responses 1-SEC-7(b)_20250926.

UNDERTAKING J1.6

Reference:

Oral Hearing Transcript (Vol. 1) page 146 line 20 to page 147 line 20

Undertaking:

To advise whether Oshawa Power has ever paid a \$2.5 million dividend to their shareholder in the past

Response:

Yes, Oshawa Power paid a \$2.5M dividend in 2019 reflecting 2018 year-end results as shown in the table below. As per the last rebasing application, the 2021 Return on Deemed Equity for Oshawa Power was approved at \$4.9M (EB-2020-0048 Revenue Requirement Workform (tab 9)). Lower return on equity is a result of offsetting higher operating costs.

Results Year (Year Paid)	2018 (paid in 2019)	2019 (paid in 2020)	2020 (paid in 2021)	2021 (paid in 2022)	2022 (paid in 2023)	2023 (paid in 2024)	2024 (paid in 2025)
Dividend	\$2.5M	\$2.3M	\$1.9M	\$1.8M	\$1.1M	\$1.2M	\$1.2M

UNDERTAKING J1.7

Reference:

Oral Hearing Transcript (Vol. 1) page 149 line 23 to page 158 line 3

Undertaking:

To confirm if the city has provided approval for the building and the land, and, if so, to advise how that was done and if request for approval was supported by a report, to produce that report

Response:

Oshawa Power's Board of Directors approved purchase of the land on behalf of the Shareholder. See Attachment J1.7_1 March 27 2024 Special Board Mtg for minutes from that meeting. While the City is aware that Oshawa Power is planning to build a new facility, there has been no other approval required by the City for the new facility or the land at this

time. See Attachment J1.7_2 Media Release_20240910 announcing the New Facility Planned in North Oshawa with Oshawa's Mayor Dan Carter.

UNDERTAKING J1.8

Reference:

Oral Hearing Transcript (Vol. 1) page 160 line 15 to page 161 line 20

Undertaking:

To provide cost estimate for the 100 Simcoe Street South demolition

Response:

Response: \$1.08M has been recognized an asset retirement obligation within this Application for decommissioning of the current buildings, as explained in Exhibit 2, section 2.3.3. An asset retirement obligation (ARO) was recorded in the 2022 financial statements as an estimate was made available to Oshawa PUC Networks. The ARO has been amortized and included in depreciation since 2022. This additional ARO depreciation has been reflected in Oshawa PUC Networks' net income.

UNDERTAKING J1.9

Reference:

Oral Hearing Transcript (Vol. 1) page 161 line 22 to page 162 line 14

Undertaking:

To prove the needs analysis study

Response:

See Attachment J1.9: OP Department Survey 091223.

UNDERTAKING J1.10

Reference:

Oral Hearing Transcript (Vol. 1) page 173 line 10 to page 174 line 15

Undertaking:

To provide the letter from the city regarding Oshawa Power needing to move out of their office

Response:

See Attachment J1.10_Letter from City of Oshawa Vacating 100 Simcoe.

UNDERTAKING J1.11**Reference:**

Oral Hearing Transcript (Vol. 1) page 174 line 28 to page 180 line 2

Undertaking:

To provide a copy of the resolution approving the purchase of land

Response:

Oshawa Power's Board of Directors approved purchase of the land. See Attachment J1.7_1: March 27 2024 Special Board Mtg.

UNDERTAKING J1.12**Reference:**

Oral Hearing Transcript (Vol. 1) page 174 line 28 to page 180 line 28

Undertaking:

To provide the list of documents that was given to the board of directors in preparation or during the meeting where they approved the purchase of land

Response:

A single briefing note called Update on Building Proposals, dated March 4, 2024, was provided to the Board of Directors prior to the March 27, 2024 Special Board Meeting (see minutes from this meeting in Attachment J1.7_1 March 27 2024 Special Board Mtg). The briefing note included a background and executive summary, assessment of risk, management's recommendation to purchase the property at 2072 Thornton Road pending due diligence, and a plan for next steps. Appendices to the briefing note included 1) a

Financial Analysis 2) the Last Update to the Board on November 15, 2023 and 3) Property Details and Purchase Agreement

UNDERTAKING J2.1

Reference:

Oral Hearing Transcript (Vol. 2) page 18 line 20 to page 21 line 9

Undertaking:

To provide the DER elements that were provided in the forecast that are different from what IESO included

Response provided based on understanding of context: To provide list of DERs currently in Oshawa Power's system at individual resource level with associated capacities, and resource type if available, with customer information redacted.

Response:

See Excel Attachment J2.1 DER List.

UNDERTAKING J2.2

Reference:

Oral Hearing Transcript (Vol. 2) page 21 line 10 to page 23 line 2

Undertaking:

To advise whether the item listed as "Distributed Energy Resource Aggregation Platform" on Pollution Probe compendium page 2 was completed, and if it was, to provide any details on that, and if it was not, to advise why not

Response:

Oshawa Power partnered with Peak Power on a proposal under the 2021 OEB Innovation Sandbox Challenge funding opportunity, for the creation of a Distributed Energy Resource Aggregation (DERA) platform. The work would not only demonstrate grid benefits of combined distributed energy resources, but would also explore their prioritization based on attributes, costs and GHG reduction opportunities. The proposal was accepted.

While Oshawa Power has been able to complete externally-funded projects successfully in the past, the project was not completed for the following reasons:

1. **Financial Complexity** – The project planned to study a mix of DERs, some owned by third parties, some owned by Oshawa Power. The assets owned by Oshawa Power were supposed to be installed as a result of a separate ZEVIP grant that the organization had been awarded, with financing from partners to that project. The timelines and complexity of the ZEVIP project created delays for the DERA project, which were ultimately too significant to overcome, especially due to Oshawa Power’s resourcing issues at the time (see point 2).
2. **Resourcing** – The manager responsible for the project went on 18-month leave during June 2022. Remaining staff were not qualified and were too over-burdened to be able to take on this complex work. The organization attempted to hire a consultant to continue the work, but that consultant was not able to complete it. No other staff were sharing accountability for the project and the organization was forced to forfeit the funding.
3. **Governance Challenges** – At the time, Oshawa Power did not have a project management office (PMO). As such, appropriate processes to support executive visibility and approvals for various milestones of the project were not in place. A review of lessons learned from this project led to the conclusion that a PMO, better processes and a team member with expertise in Governance could have ensured organizational continuity and the project’s completion.

Oshawa Power will be better poised to deliver on externally-funded projects, due to improved staffing levels, implementation of project management and governance policies and better record-keeping. A Manager of Governance would further strengthen the organizations ability to leverage external funding.

UNDERTAKING J2.3

Reference:

Oral Hearing Transcript (Vol. 2) page 28 line 11 to page 32 line 21

Undertaking:

To advise what the additional \$400,000 of expenditures are in relation to the fixed asset continuity schedule

Response:

The incremental \$356K in CWIP in 2026 is based on a 2% increase to the ending balance of CWIP in 2025. The 2% inflation was a proxy to estimate increasing costs associated with

SA	1a	Simcoe St/ Russett Ave Intersection	13.8kV	Intersection	\$ 43,000	\$ 16,750	\$ 26,250
SA	1b	Winchester Rd. / Bridle Rd Intersection	13.8kV & 44KV	Intersection	\$ 227,500	\$ 88,750	\$ 138,750
SA	1c	Ritson Rd./Beatrice St. Intersection	13.8kV & 44KV	Intersection	\$ 172,000	\$ 67,000	\$ 105,000
SA	1d	Ritson Rd. from north of Taunton Rd to Conlin Rd	13.8kV & 44KV, incl. provisions	2	\$ 781,750	\$ 219,250	\$ 562,500
SA	1e	Rossland Rd from Park Rd to Simcoe St	13.8kV & 44KV	0.6	\$ 727,250	\$ 127,250	\$ 600,000
SA	1f	Rossland Rd from Ritson Rd to Harmony Rd	13.8kV & 44KV	0.9	\$ 818,500	\$ 143,500	\$ 675,000
SA	1g	Thronton Rd from north of Stellar Dr to King St	13.8kV & multiple 44KV	0.8	\$ 827,250	\$ 227,250	\$ 600,000
SA	1h	Phillip Murray Ave/Stevenson Rd Intersection	13.8kV	Intersection	\$ 150,000	\$ 60,000	\$ 90,000
SA	1i	Stevenson Rd/Laval Dr Intersection	13.8kV & 44KV	Intersection	\$ 100,000	\$ 40,000	\$ 60,000
SA	1j	Stevenosn Rd from CPR Belleville to Bond St	13.8kV & 44KV	1.2	\$ 545,250	\$ 95,250	\$ 450,000
SA	1k	Stevenson Rd from Bond St to Rossland Rd	13.8kV & 44KV	2	\$ 1,649,250	\$ 288,000	\$ 1,361,250
SA	1l	Townline Rd from Beatrice St to Taunton Rd	13.8kV	0.9	\$ 340,750	\$ 59,500	\$ 281,250
SA	1m	Gibb St from east of Stevenson Rd to Simcoe St	13.8kV & multiple 44KV	1.4	\$ 1,289,750	\$ 289,750	\$ 1,000,000
SA	1n	Wentworth St/Thornton Rd Intersection	13.8kV & 44KV	Intersection	\$ 200,000	\$ 80,000	\$ 120,000

SA	1o	73-0453 Conlin-Wilson Roundabout / 73-0454 Conlin Road East	13.8kV & 44KV	Intersection	\$ 885,000	\$ 354,000	\$ 531,000
SA	1p	73-0455 Conlin Road East	13.8kV & 44KV	1	\$ 223,125	\$ 39,000	\$ 184,125
SA	1q	73-0456 Northwood Roads	13.8kV	New Road	\$ 744,000	\$ 111,750.00	\$ 632,250
SA	1r	73-0457 Columbus Road / 73-0486 Ritson/Columbus Roundabout	13.8kV & 44KV, incl. provisions	Intersection	\$ 2,601,875	\$ 650,375	\$ 1,951,500
SA	1s	73-0459 Central Oshawa Hub Infrastructure Improvements	13.8kV	-	\$ 566,750	\$ 221,000	\$ 345,750
SA	1t	73-0460 Ritson Road North	13.8kV	2	\$ 492,500	\$ 86,000	\$ 406,500
SA	1u	73-0479 Britannia Ave W / 73-0492 Britannia Ave West Bridge	13.8kV	0.6	\$ 708,500	\$ 123,500	\$ 585,000
SA	1v	GWP 2601-19-00, 2146-20-00 - Hwy 401/Bloor/Harmony Interchange Reconstruction - OPUC	13.8kV	Intersection	\$ 410,000	\$ 160,000	\$ 250,000
TOTAL					\$ 14,504,000	\$ 3,547,875	\$ 10,956,125
					CONTRIBUTION TO GROSS RATIO	24.46%	

An example project is included to further breakdown the Labour and Labour devices cost calculations, in the Table below.

EXAMPLE: ITEM 1a. - Simcoe St/ Russett Ave Intersection

Assumed Impact from third party relocation - 3 pole intersection with 3 phase 13.8KV		
Labor	\$	20,100.00
Truck Time	\$	6,030.00
Hydrovac	\$	7,370.00
Total Labour & labour Saving Devices	\$	33,500.00
50% of Total Labour & labour Saving Devices	\$	16,750.00

UNDERTAKING J2.6

Reference:

Oral Hearing Transcript (Vol. 2) page 69 line 24 to page 71 line 11

Undertaking:

To provide a line-by-line reconciliation using Appendix 2-AA to support the statement made regarding the decline in IT capital expenditures from the historical period to the forecast period

Response:

Line-by-line reconciliation is provided as Attachment J2.6 IT CAPEX Reconciliation. As per reconciliation, IT capital spend is reduced by \$185k if using NPV (assuming 2% inflation for 2025-2030) and \$72k if not when comparing 2021-2025 to forecast periods 2026-2030. The numbers rise to \$494k and \$372k, respectively, including the 2025 CIS project.

UNDERTAKING J2.7

Reference:

Oral Hearing Transcript (Vol. 2) page 130 line 25 to page 139 line 6

Undertaking:

To advise of the average age of the failure of the meters that have failed between '21 and '25 and how many more meters still out there that haven't failed that are above that age

Response:

	2021	2022	2023	2024	2025 (to Oct 1)
Average Age of failed (non-functioning) meters (years)	11	12	13	14	15
Overall Weighted Average Age of failed meter (years)	13				
Number of in service meters (Oct 1, 2025)	64,317				
Number of in service meters older than 13 years old	37,607				

Please note that as per Table 2-20 in Exhibit 2 (p. 41), the useful life of meters is deemed to be 10 years, with a range of 5 – 15 years. Clearly, the meters that are coming up to the expiry of their 18-year seal in 2028 will be older than 13 years.

As shown in Exhibit 2 IRRs, Table 2-16, the total number of meters reaching seal expiry in the 2026-2030 forecast period is 54,075. The total number of meters planned for replacement within this period is 14,000, as shown in Exhibit 2, DSP, Appendix B, pg. 68. This is only 26% of the total meters reaching expiry in the forecast period.

UNDERTAKING J2.8

Reference:

Oral Hearing Transcript (Vol. 2) page 139 line 9 to page 143 line 22

Undertaking:

To provide a copy of the contract that was entered into which included the penalties Oshawa Power would incur if it did not proceed with these projects

Response:

See Attachment J2.8 Black & MacDonald Obligations, which set out the terms and conditions both parties were held to. See Standard Purchase Order Terms and Conditions, 7. Suspensions, Cancellation and Changes.

UNDERTAKING J2.9

Reference:

Oral Hearing Transcript (Vol. 2) page 139 line 9 to page 145 line 1

Undertaking:

To determine whether a benefit cost analysis was done before entering into the contract, and, if so, to produce it

Response:

There was no formal cost analysis performed for the Municipal substation switchgear replacement program proposed in Oshawa Power's 2021 rebasing application. Evidence included in Exhibit 2, DSP of the 2021 rate application has been provided as part of Exhibit 2 interrogatory responses of this rate application (EB-2025-0014).

The program was included in the 2021 rate application as an outcome of the 2018 Asset condition assessment (ACA) that proposed these switchgears to be replaced. The 2018 ACA was provided in Attachment 2-1 of Exhibit 2 Interrogatories of this rate application.

The material justification sheet for the program from the 2021 rate application was also provided in Attachment 2-3 of Exhibit 2 Interrogatories of this rate application, starting page 6 of the attachment.

UNDERTAKING J2.10A

Reference:

Oral Hearing Transcript (Vol. 2) page 145 line 2 to page 148 line 1

Undertaking:

To confirm that the issue the pole trailer has was identified as the springs and to provide estimates showing the cost of replacing the springs versus buying a new trailer

Response:

The total repair costs for the pole trailer as shown in the table below (including spring replacement) vary from year to year from 2022-2025, however, there has been intensive repairs completed during annual inspections every other year to keep the trailer functioning given its age of 13 years. Aside from repairs costs, the trailer is difficult to use

for large poles, as it is not long enough to manage poles beyond 55 ft in length. Any poles over 55 ft long overhang the trailer at unsafe levels. Carrying capacity is insufficient to large construction, and transportation of larger equipment is inappropriate.

	2022	2023	2024	2025
Pole Trailer Repair Costs	\$ 7,895.47	\$ 853.96	\$ 6,620.21	\$ 1,614.28

UNDERTAKING J2.10B

Reference:

Oral Hearing Transcript (Vol. 2) page 148 line 2 to page 149 line 13

Undertaking:

To advise of the actual current engine hours on the panel van

Response:

9467 hours.

UNDERTAKING J2.11

Reference:

Oral Hearing Transcript (Vol. 2) page 185 line 23 to page 186 line 16

Undertaking:

To provide Ms. Tang's calculation of OM&A

Response:

See adjustments to formulaic approach below with notes.

Adjustments for Formulaic Approach						
	2023	2024	2025	2026	Note	
OM&A	\$ 15,764,108	\$ 16,607,374	\$ 17,220,525	\$ 17,915,029	(1)	
Labour (recommended by Resource Optimization Review/P50)		318,229	784,908	1,574,071	(2)	
Labour (before or outside of Resource Optimization Review)		1,128,364	1,665,292	1,959,602	(3)	
Subcontractor - Security Patrol		27,130	27,062	25,712	(4)	
OEB Assessment Fees (incremental from approved)		30,052	65,147	61,888	(5)	
Insurance (incremental from approved)		981	35,191	30,772	(6)	
Bad debt management and collections (incremental effort)		697,625	477,373	845,874	(7)	
Call Center support (incremental effort)		385,682	306,070	556,280	(8)	
Cyber Security (incremental external costs)		28,389	79,296	105,186	(9)	
Software/Hardware migrated to subscription model		43,348	170,000	154,250	(10)	
Required operational software		192,186	273,360	280,162	(11)	
Total	-	19,459,361	21,104,225	23,508,828		
Total incremental adjustment	-	2,851,986	3,883,700	5,593,799		
Note						
(1) 2023 reflects actual OM&A spent; 2024-2026 calculated OM&A based on formulaic adjustment described below.						
Formulaic Calculation						
Calculation Inputs	2021	2022	2023	2024	2025	2026
Inflation (assume 2025 is the same as 2024 published)	2.20%	3.30%	3.70%	4.80%	3.60%	3.60%
Customer # (Appendix 2-L/IRR Table 4-5)	59,955	60,629	61,915	62,899	63,245	64,083
Customer growth x 0.44 (PEG empirical research in support of incentive rate-setting benchmarking report "For each 1% change in number of customers, cost was estimated to change by 0.44%.")		0.49%	0.93%	0.70%	0.24%	0.58%
Stretch (Cohort II)	-0.15%	-0.15%	-0.15%	-0.15%	-0.15%	-0.15%
Formulaic Adjustment	2.05%	3.64%	4.48%	5.35%	3.69%	4.03%
(2) New roles included based on Resource Optimization Review (Refer to Ex. 4 IRR Tables 4-53, 4-54 and 4-55) and alignment to industry averages						
(3) New roles created prior or outside of Resource Optimization Review (Refer to Ex. 4 IRR Tables 4-53, 4-54 and 4-55), for example, PC/SCADA for grid expansion and monitoring, Manager, Distribution design & system planning to support on-going system planning, and Director, Regulatory & Commercial Affairs to meet						
(4) Security patrol costs incurred to monitor copper theft and safety (Refer to Ex. 4 IRR 4-x-118 and Ex. 4 IRR Tables 4-9); figures represent incremental costs in excess of 2023 actual plus inflation for each of 2024, 2025 and 2026.						
(5) Incremental increases in regulatory fees (Ex. 4 IRR 4-x-140) - figures represent incremental costs in excess of 2023 actual plus inflation for each of 2024, 2025 and 2026.						
(6) Incremental increases in insurance to reflect incremental premium based on asset growth - figures represent incremental costs in excess of 2023 actual plus inflation for each of 2024, 2025 and 2026.						
(7) Incremental effort required to manage bad debt and collections (Refer to Ex. 4 IRR 4-x-150) and additional Director, Meter-to-Cash for on-going monitoring - figures represent incremental costs in excess of 2023 actual plus inflation for each of 2024, 2025 and 2026.						
(8) Incremental effort required to manage higher than anticipated volume (Refer to Ex. 4 IRR 4-x-160 and Ex. 4 IRR Tables 4-9) - figures represent incremental costs in excess of 2023 actual plus inflation for each of 2024, 2025 and 2026.						
(9) Incremental costs relating to cyber security requirements (Refer to Ex. 4 IRR 4-x-135 part a/e) - figures represent incremental costs in excess of 2023 actual plus inflation for each of 2024, 2025 and 2026.						
(10) New Subscription or SaaS Software/Hardware (Office, Phone System)						
(11) Operational software required including SCADA Licensing, Green Button Customer Portal, Engineering Analysis software and Dayforce)						

UNDERTAKING J2.12

Reference:

Oral Hearing Transcript (Vol. 2) page 206 line 28 to page 208 line 10

Undertaking:

To provide Ms. Tang's inflation calculation

Response:

Upon review of the calculations, inflation was calculated on the gross salaries (before allocations). The corrected calculations are below:

	Board Approved Compensation	Inflation	Inflationary \$	Notes
Non-union	3,254,816	18%	595,220	Inflationary Rate base on Collective Bargaining Agreements
Union	5,868,017	16%	917,115	Inflationary rate base on Consumer Price Index published by the Bank of Canada from end of December 2020 to December 2024, and assumes inflation of 3.0% in 2025 and 2.5% in 2026.
Total	9,122,833		1,512,335	

UNDERTAKING J2.13

Reference:

Oral Hearing Transcript (Vol. 2) page 228 line 12 to page 232 line 22

Undertaking:

To advise what the affiliate is going to make on the contract

Response:

2825407 Ontario Inc. has a contract with Lakefront Utility Services Inc. that started on October 15th 2024. As of September 30, 2025 there was a net loss of \$28,297 since the start of this contract.

UNDERTAKING J2.14

Reference:

Oral Hearing Transcript (Vol. 2) page 233 line 7 to page 235 line 19

Undertaking:

To advise what the actual OM&A cost per pole is expected to be in 2026, and to provide the calculation of how the number changes

Response:

Oshawa Power continues to review Activity and Program-Based Benchmarks (APB) metrics and enhance and/or refine its data collection practices to ensure meaningful metrics are reported for benchmarking purposes. We continue to review these metrics to identify discrepancies requiring further analysis. The APB Poles, Towers, Fixtures O&M program forecast for 2026 has been revised with better information available at this time as shown in the table below.

Poles, Towers, Fixtures O&M - 2026 Forecast

Components	Original Estimate	Refined Estimate	Comments
5120 Costs	\$574,046	\$405,129	Adjust cost allocation between Operations & Maintenance
Total Poles	11,346	11,497	Adjust estimated pole additions using average 2017-2024
Unit Cost \$/pole	\$50.59	\$35.24	Refined estimated unit cost \$/pole

UNDERTAKING J3.1

Reference:

Oral Hearing Transcript (Vol. 3) page 23 line 1 to page 27 line 6.

See also page 89 line1 to page 91 line 10.

Undertaking:

To provide a corrected version of staff's table regarding appendix 2-K as well as another version of that table pulling out the salaries for non-union staff that don't receive an incentive

Response:

See below revised Appendix 2-K with all employee salaries. Note the compensation below includes total compensation to shared employees without removing costs allocated to affiliates, whereas the proposed 2026 OM&A budget are net of these allocations.

	2021 OEB Approved	2021	2022	2023	2024	2025	2026
Salary and Wages							
Executive	514,838	714,796	543,241	897,620	1,407,952	1,797,078	1,949,041
Salary	468,034	584,620	443,301	724,954	1,160,858	1,466,430	1,511,473
Incentive	46,803	130,176	99,939	172,666	247,095	330,649	437,568
Management	2,772,187	1,488,280	1,271,652	1,349,489	1,634,921	2,147,740	2,624,615
Salary	2,563,224	1,268,791	1,103,146	1,223,183	1,483,295	1,894,945	2,299,861
Incentive	208,963	219,489	168,507	126,306	151,626	252,795	324,754
Non-Union	158,003	1,192,050	1,256,881	2,102,708	2,644,332	2,682,005	3,116,970
Salary	158,003	1,035,052	1,136,351	1,971,350	2,481,474	2,391,554	2,769,924
Incentive	-	156,997	120,530	131,358	162,858	290,451	347,046
Union	5,755,478	4,610,382	4,626,075	4,978,732	5,017,177	5,035,313	5,933,111
Wages	4,956,039	3,951,072	3,806,366	4,208,632	4,312,934	4,370,937	5,252,126
Overtime	799,439	659,311	819,709	770,100	704,243	664,376	680,985
Total Salary and Wages	9,200,506	8,005,508	7,697,849	9,328,548	10,704,382	11,662,136	13,623,737
Benefits							
Executive	147,236	237,082	187,757	354,761	478,084	525,802	554,261
Management	797,734	386,993	419,308	386,857	513,117	748,050	932,491
Non-Union	711,974	471,671	459,008	626,605	844,144	946,309	1,079,197
Union	1,109,291	1,324,188	1,335,661	1,339,827	1,408,653	1,586,209	1,839,507
Total Benefits	2,766,235	2,419,934	2,401,734	2,708,050	3,243,998	3,806,370	4,405,456
Compensation							
Executive	662,074	951,878	730,997	1,252,381	1,886,036	2,322,881	2,503,301
Management	3,569,921	1,875,273	1,690,961	1,736,346	2,148,038	2,895,790	3,557,106
Non-Union	869,977	1,663,721	1,715,889	2,729,313	3,488,476	3,628,314	4,196,168
Union	6,864,769	5,934,571	5,961,736	6,318,559	6,425,830	6,621,522	7,772,618
Total Compensation	11,966,740	10,425,442	10,099,583	12,036,598	13,948,381	15,468,506	18,029,194
Employees Eligible for Incentive	14	14	24	37	40	45	52
Total Employees	91	72	74	90	85	86	105

See below revised Appendix 2-K with removal of staff that are not eligible for incentive from 2024 to 2026.

	2021 OEB Approved	2021	2022	2023	2024	2025	2026
Salary and Wages							
Executive	514,838	714,796	543,241	897,620	1,407,952	1,797,078	1,949,041
Salary	468,034	584,620	443,301	724,954	1,160,858	1,466,430	1,511,473
Incentive	46,803	130,176	99,939	172,666	247,095	330,649	437,568
Management	2,772,187	1,488,280	1,271,652	1,349,489	1,555,682	2,027,740	2,504,615
Salary	2,563,224	1,268,791	1,103,146	1,223,183	1,404,056	1,774,945	2,179,861
Incentive	208,963	219,489	168,507	126,306	151,626	252,795	324,754
Non-Union	158,003	1,192,050	1,256,881	2,102,708	2,491,235	2,535,621	2,908,765
Salary	158,003	1,035,052	1,136,351	1,971,350	2,328,377	2,245,171	2,561,719
Incentive	-	156,997	120,530	131,358	162,858	290,451	347,046
Union	5,755,478	4,610,382	4,626,075	4,978,732	5,017,177	5,035,313	5,933,111
Wages	4,956,039	3,951,072	3,806,366	4,208,632	4,312,934	4,370,937	5,252,126
Overtime	799,439	659,311	819,709	770,100	704,243	664,376	680,985
Total Salary and Wages	9,200,506	8,005,508	7,697,849	9,328,548	10,472,046	11,395,752	13,295,532

UNDERTAKING J3.2

Reference:

Oral Hearing Transcript (Vol. 3) page 27 line 17 to page 30 line 18.

Undertaking:

To provide the average of the target incentive at p50 across the 56 roles being used to support the compensation plan, and advise why it is appropriate for the range to be 10 to 20 percent

Response:

Confirmed that the average of the incentive percentage for the 56 roles noted on pages 34 to 36 of the 2023 MEARIE Management Salary Survey of Local Distribution Companies (September 2023) is approximately 9%. Oshawa Power’s short-term incentive ranges of 10% to 20% of base salary for management and non-union staff is based on the Korn Ferry Proposed Salary Structure P50 (Exhibit 4 IRR, Attachment 4-5, p. 9). The Korn Ferry study leveraged a larger set of companies than the MEARIE survey, including LDCs as well as other industries and government organizations, and therefore more accurately reflects the labour market in which Oshawa Power must compete to attract and retain staff.

UNDERTAKING J3.3

Reference:

Oral Hearing Transcript (Vol. 3) page 42 line 12 to page 43 line 25.

Undertaking:

To advise of the difference between the two training budgets

Response:

In the HR & Safety program (response to SC-CCC-7) shows \$96K of Other Training. The \$96K is related to the centralization of the training costs from other programs.

In IRR table 4-40, there is reference to a travel and training cost of \$126K in the General Administration program. The breakdown of the \$126k is below:

Category	Amount
Training/Memberships	17,438
Meals/Travel	41,157
Accommodation	10,250
Conferences	57,207
Total	126,052

The \$17k is related to training/memberships fees and was inadvertently allocated to the General Administration program instead of being centralized to the HR and Safety program as was done with training for the other programs.

UNDERTAKING J3.4

Reference:

Oral Hearing Transcript (Vol. 3) page 47 line 1 to page 50 line 19.

Undertaking:

To provide a summary of the major technology investments referenced in Oshawa Power's evidence and opening statement, indicating for each whether it was a must-do project, resulted in cost savings, or resulted in cost increases such as higher operating expenses

Response:

Project	Description	Necessity	Ongoing Operating Cost Impact
Financial System Incremental Upgrades	Upgrades to the Great Plains system due to previous versions not being supported.	Necessary	None
SCADA Enhancements	Software updates to the SCADA system to support the interface between GIS and SCADA, and to address software defects.	Necessary to fix defects	None
OMS Replacement	Replacing the previous OMS with the SCADA-integrated OMS/ADMS	Opportunistic	Decrease
GIS Replacement	Replacing the previous GIS creating OpEx efficiencies, and introducing new functionality such as digital field maps out of the box.	Opportunistic	Decrease
New Phone System	Replacing the previous end-of-life phone system (on premise) with a cloud-based phone system	Necessary	Increase
Meter Data Management Software Upgrade	Replacing the 12-year old version of our meter data management software with a current version. This allowed us to retire another expensive software product due to new functionality.	Necessary	Decrease
Customer Portal with Green button	Implementing a new customer portal with Green button. The green button was a regulatory requirement, but we also elected to switch portals at the time for various operational reasons.	Necessary for Green Button, Opportunistic for new Portal	Short term increase, but includes phone app, integration with new CIS, and more functionality, so long-term decrease.
Server Replacements	Replacing out of support servers with new ones	Necessary	None

Networking Equipment Replacements	Replacing firewalls/switches that were end of life or no longer meeting capacity requirements	Necessary	None
Various Cyber Security Controls	Implementing Cyber-security controls in line with OEB Framework	Necessary	Increase

UNDERTAKING J3.5

Reference:

Oral Hearing Transcript (Vol. 3) page 51 line 9 to page 52 line 17.

See also page 101 line 20 to page 106 line 10.

Undertaking:

To advise, for each year referenced at page 69 of the compendium and line 39 of appendix 2-jc, a breakdown showing amounts related to customer success and collecting as separate activities, identifying for each the portion that is internal versus externally sourced, and of the external portion, the amount paid to an affiliate and the name of that affiliate

Response:

As can be seen below, the \$406,725 shown in Figure 4-1 in IRR 4-X-130 is entirely collection costs associated with the affiliate. As can be seen in undertaking J3.8, the increase in collections is having the desired effect of controlling the exponential increase in AR > 30, and should translate to a controlling (levelling off) of the exponential increase in write-offs, which is reflected in the 2026 bad debt budget.

	TEST YEAR 26	BRIDGE YEAR 25	ACTUAL 24	ACTUAL 23	ACTUAL 22	ACTUAL 21	Test Year 21
Collections							
Collections internal Labour	294,772	217,917	247,527	312,901	380,818	410,415	557,945
Collections affiliate (2825407 Ontario Inc.)	416,893	406,725	204,089	53,099	0	0	0

Collections Subcontractor	0	0	0	49,606	89,630	62,682	110,809
Collections Bank Charges	56,375	55,000	64,839	55,896	75,518	67,653	68,905
Customer Success							
Customer Success internal labour	360,277	266,343	302,533	382,434	465,445	501,618	681,933
Customer Success Subcontractor	675,000	500,000	436,947	3,168	0	33,024	0
Customer Success Licenses	26,846	26,191	83,675	45,334	55,072	17,414	12,179
Customer Success Other	4,797	4,380	19,063	10,623	37,303	26,266	41,975
Customer Success Materials	0	0	16,811	7,772	0	613	0
Total	1,834,959	1,476,555	1,375,483	920,832	1,103,787	1,119,685	1,473,746

UNDERTAKING J3.6

Reference:

Oral Hearing Transcript (Vol. 3) page 91 line 1 to page 91 line 10.

Undertaking:

To provide an updated table in response to SC1-AMPCO-1 to correct errors mentioned in discussion with Mr. Gluck

Response:

	2021 OEB Approved	2021	2022	2023	2024	2025	2026
Executives							
Total Salary and Incentive	514,838	714,796	543,241	897,620	1,407,952	1,797,078	1,949,041
Salary	468,034	584,620	443,301	724,954	1,160,858	1,466,430	1,511,473
Incentive	46,803	130,176	99,939	172,666	247,095	330,649	437,568
Incentive as % of Salary	10%	22%	23%	24%	21%	23%	29%
5 year Average (2021-2025)	22%						
Management							
Total Salary and Incentive	2,772,187	1,488,280	1,271,652	1,349,489	1,634,921	2,147,740	2,624,615
Salary	2,563,224	1,268,791	1,103,146	1,223,183	1,483,295	1,894,945	2,299,861
Incentive	208,963	219,489	168,507	126,306	151,626	252,795	324,754
Incentive as % of Salary	8%	17%	15%	10%	10%	13%	14%
5 year Average (2021-2025)	13%						
Non-Union							
Total Salary and Incentive	158,003	1,192,050	1,256,881	2,102,708	2,644,332	2,682,005	3,116,970
Salary	158,003	1,035,052	1,136,351	1,971,350	2,481,474	2,391,554	2,769,924
Incentive	-	156,997	120,530	131,358	162,858	290,451	347,046
Incentive as % of Salary	0%	15%	11%	7%	7%	12%	13%

UNDERTAKING J3.7

Reference:

Oral Hearing Transcript (Vol. 3) page 96 line 15 to page 97 line 22.

Undertaking:

To provide a numerical breakdown regarding how the 60 percent burden rate is built

Response:

Employees	2026 Employees	
Capital - Outside Staff	39	
Affiliate - Inside Staff	58	
Total Employees (Table 4-20)	97	
Inside staff as a % of total employees	60%	

Expense	2026 Burden Calculation	Comment
Labour	7,764,290	Salary and wages excluding sick and vacation days.
Benefits	2,704,099	Includes sick and vacation days. Sick days are budgeted base on 2 year historical average by department.
Training & Membership	203,801	Direct membership associated with internal staff combined with training budget allocated base off of % of total employees.
Software	522,861	Software costs allocated to inside staff. Allocation methodology base off of % of total employees.
Insurance	286,114	Insurance costs allocated to inside staff. Allocation methodology base off of % of total employees.
Rent	254,124	Allocation methodology base off of % of total employees.
Indirect Benefits	701,405	Cost associated with retirees and future benefits, allocated base off of % of total employees.
Total Overhead	4,672,403	
Overhead Burden %	60.2%	Overhead as a percent of Labour cost

UNDERTAKING J3.8

Reference:

Oral Hearing Transcript (Vol. 3) page 106 line 19 to page 108 line 22.

Undertaking:

To provide a bar graph showing all the different arrears buckets

Response:

The bad debt provision is the number of dollars put aside based on an estimate of how many amount-owing dollars from that year will be written off. This provision is calculated

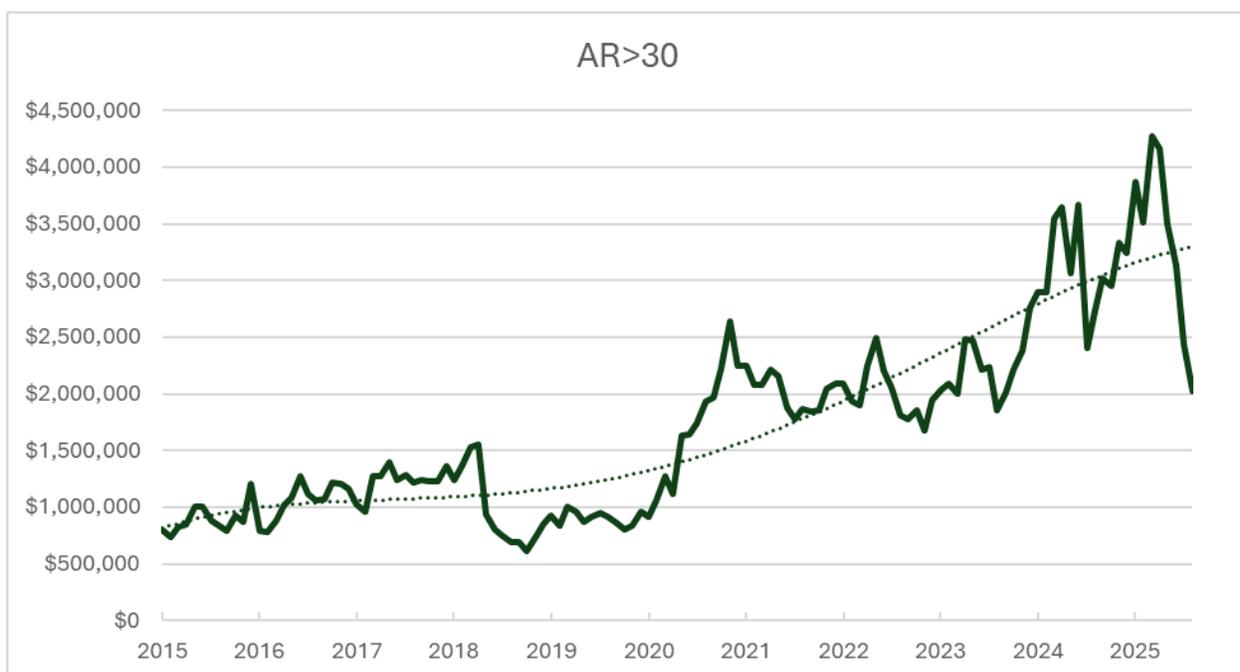
as the sum of a percentage of each of the following aging buckets: 0-30 days, 30-60 days, 60-90 days, 90-180 days, 180-365 days, 365+ days.

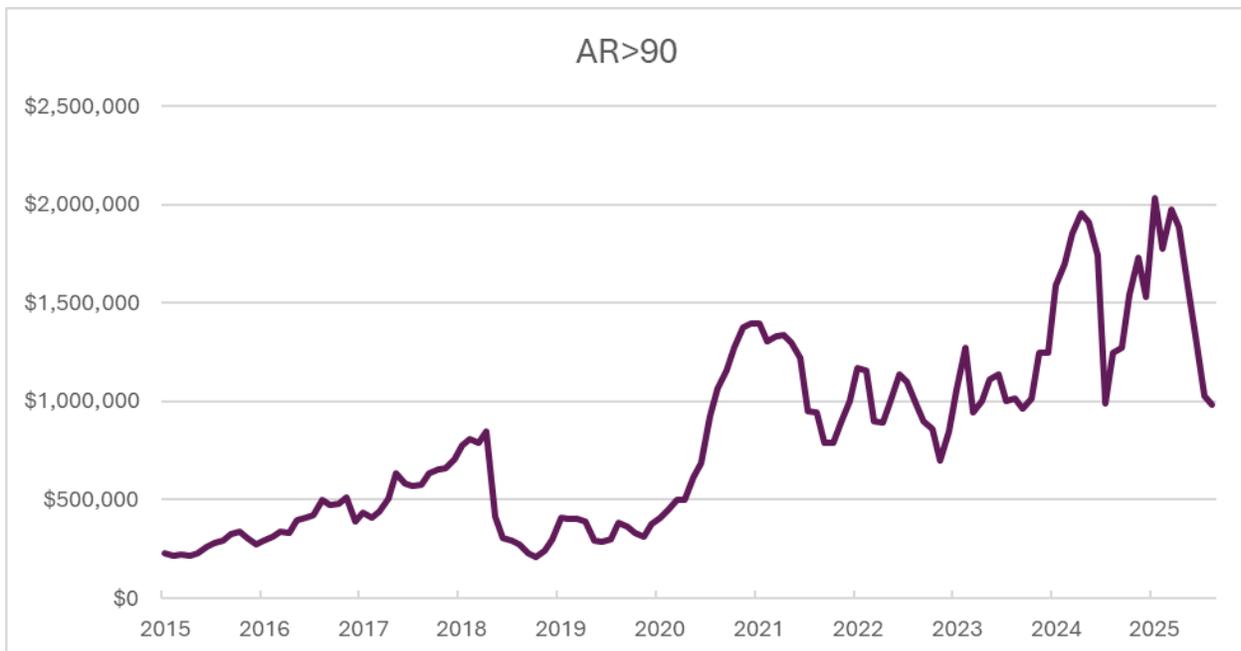
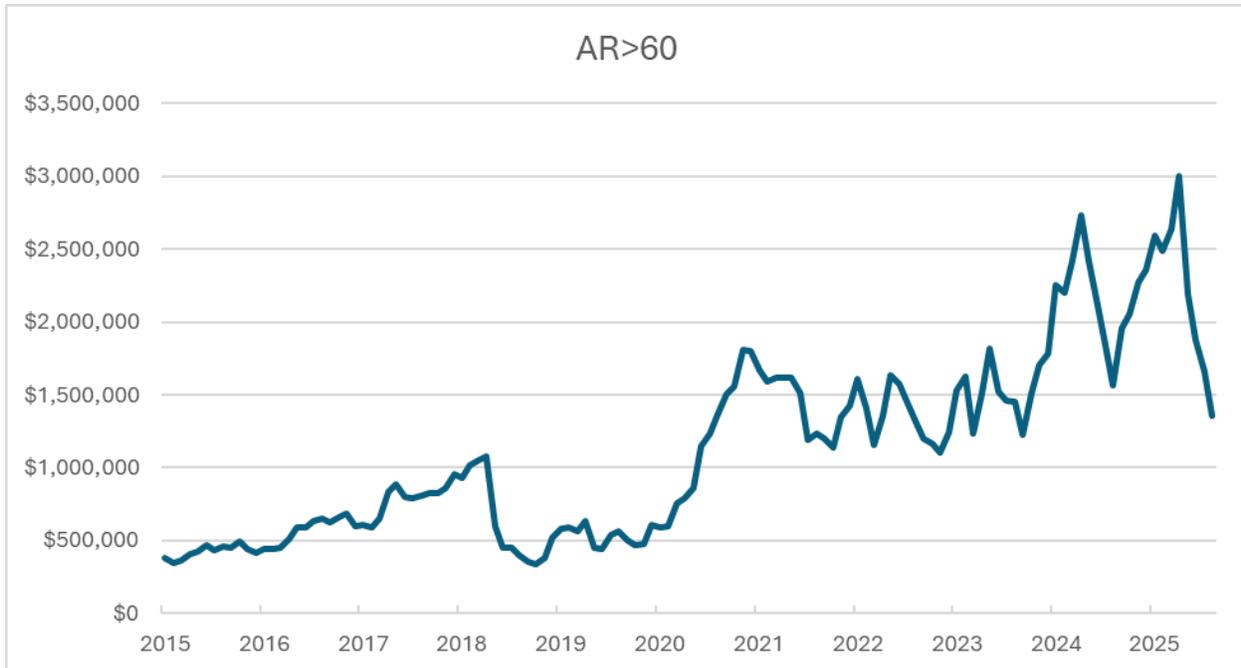
The percentage used for each bucket is based on the historical probability of non-payment for that bucket. For example, when customer invoices are 61-90 days overdue, the probability of non-payment is at 54%. When customer invoices are 91-180 days overdue, the probability of non-payment is 61%.

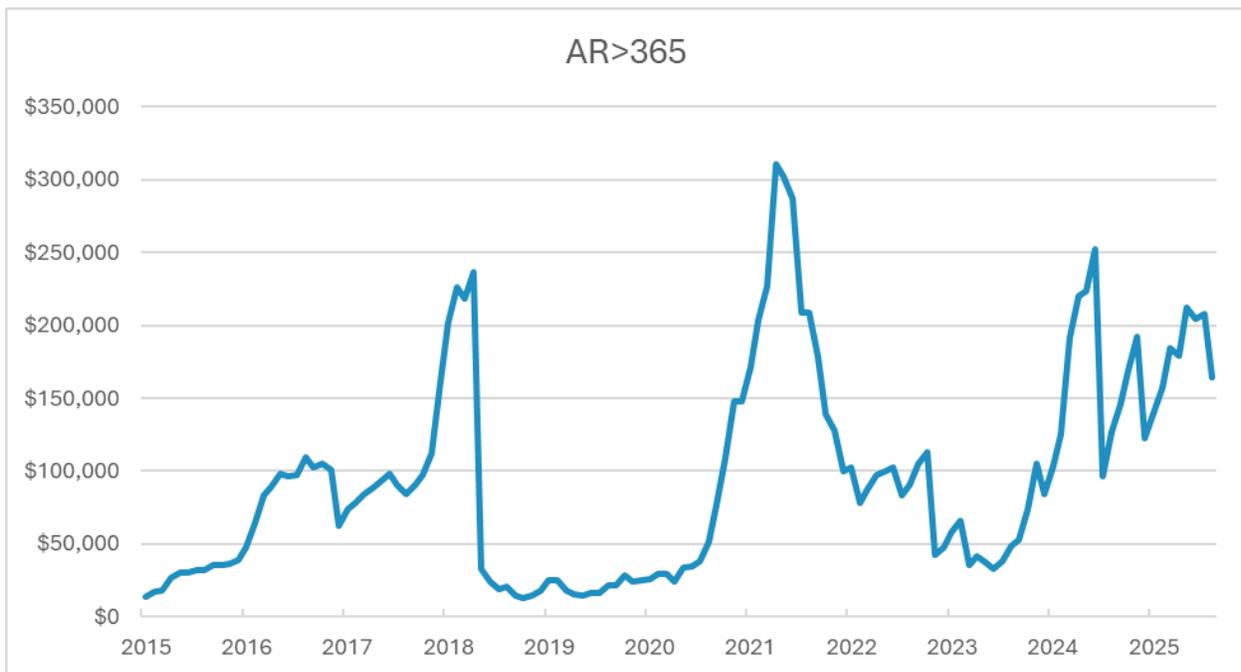
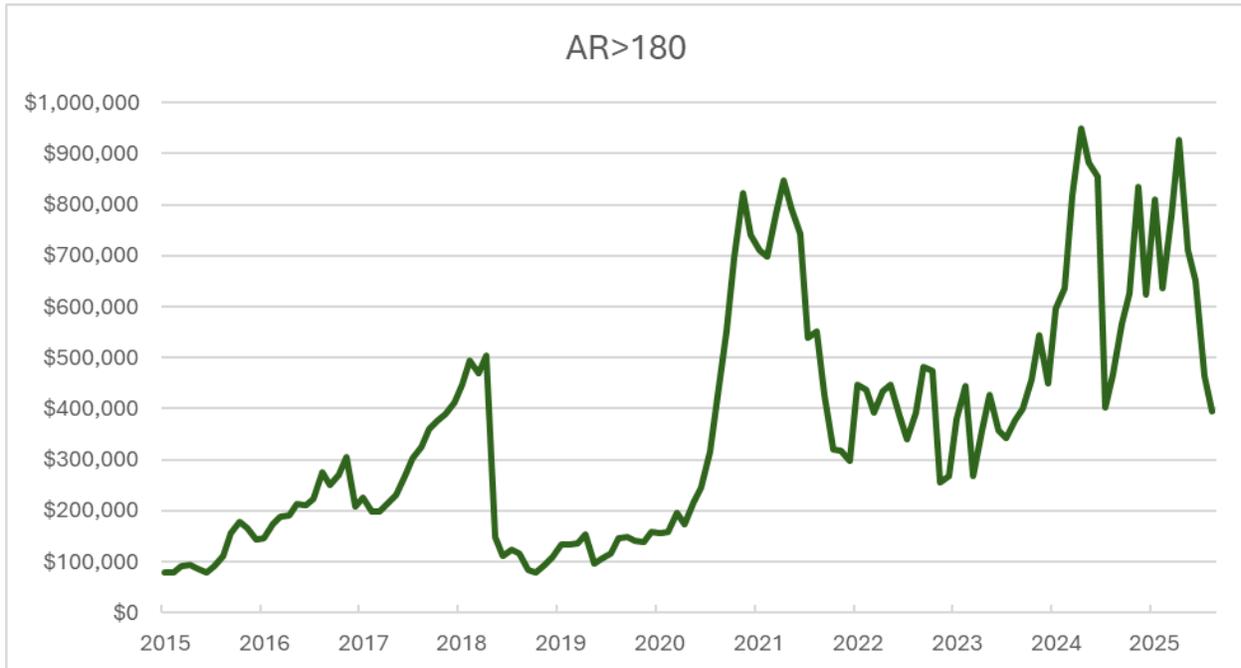
The bad debt provision is the sum of the probability of non-payment for each of the 6 aging buckets. In 2024, the bad debt provision for these 2 aging buckets was \$424k (61-90 day) and \$663k (91-180 day) respectively.

Therefore, if customers were simply late on paying their bills by 30 to 60 days for example, the corresponding probability of the 30-60 day bucket would be very low reflecting that most of this debt is paid, just late. In this way the bad debt provision calculation inherently takes into account whether the bad debt is temporary or persistent.

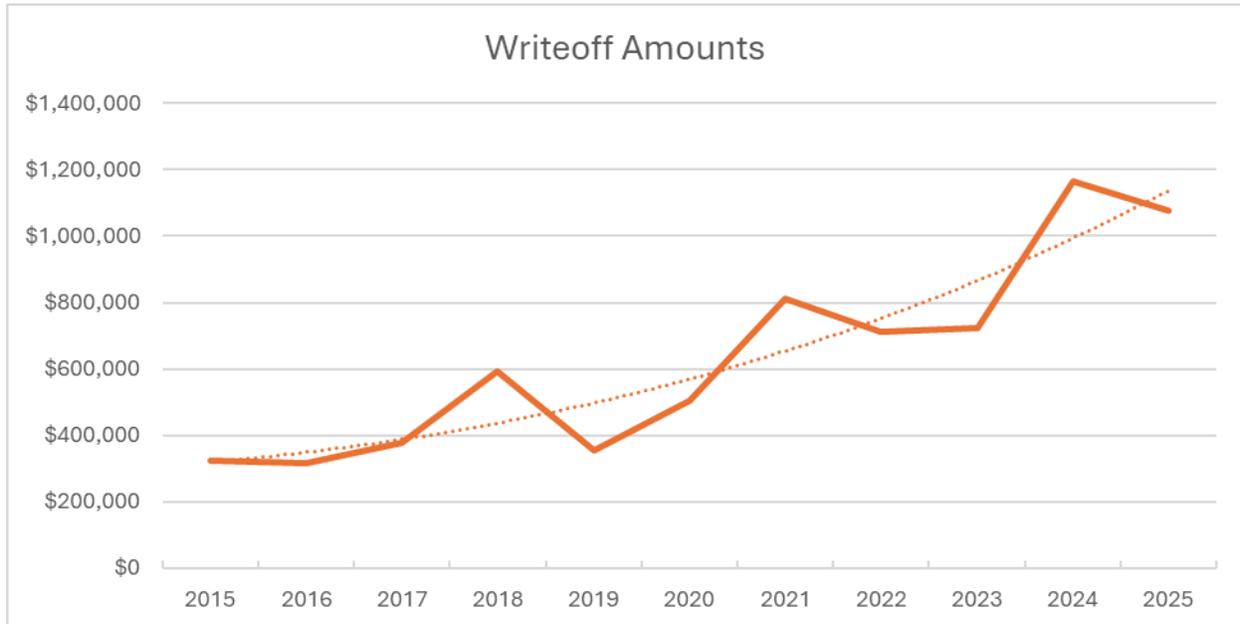
Below is the data for the different aging groups as requested from Jan 1, 2015 to Sept 1, 2025. Note that the historical trend is that the accounts receivable amounts typically decrease significantly during the spring/summer when disconnections are permitted and increase again significantly once the winter moratorium is back in effect, starting November 15th.







Also included below is a chart showing the write-off amounts per year, which would ideally match with the budgeted provision. Note that 2025 write-offs are already above the \$1M 2025 provision and trending to be even greater than the 2026 provisioned amount of \$1.2M.



UNDERTAKING J3.9

Reference:

Oral Hearing Transcript (Vol. 3) page 120 line 3 to page 122 line 26.

Undertaking:

To provide the effective date of BILL 93, THE GETTING ONTARIO CONNECTED ACT

Response:

BILL 93, The Getting Ontario Connected Act received Royal Assent April 14, 2022. The Act comes into force on the day it receives Royal Assent. The Schedules to this Act come into force as provided in each Schedule. SCHEDULE 1 BUILDING BROADBAND FASTER ACT, 2021 comes into force on the day the Act receives Royal Assent. SCHEDULE 2 ONTARIO UNDERGROUND INFRASTRUCTURE NOTIFICATION SYSTEM ACT, 2012 comes into force on the day the Act receives Royal Assent except subsections 1 (2) and 6 (2) to (5) and 7.

Schedule 2, subsections 1 (2), 6 (2) to (5) and 7 came into force April 1, 2023.

UNDERTAKING J3.10

Reference:

Oral Hearing Transcript (Vol. 3) page 123 line 28 to page 126 line 20.

Undertaking:

To provide a copy of the GOCA contract for the 2024/2025 claim period and a copy of the predecessor contract

Response:

See the following attachments:

- Attachment J3.10_1 OPUCN Locate Services Agreement Extension (2021-2023)
 - LAC Locate Services Agreement for the period of February 1, 2021 to January 31, 2023. See page 53 of attachment (page 50-51 of agreement) Schedule 8.1 - Compensation.
- Attachment J3.10_2 FW_Action Requested_Promark – New Pricing Model and Compliance Improvements – acceptance -APRIL 2022
 - Email correspondence outlining pricing changes effective April 1, 2022 required to improve compliance.
- Attachment J3.10_3 Promark – GE01 – Commercial Pricing – Interim Pricing April 1, 2022
 - Outlines changes to Schedule 8.1 - Compensation Year 5 effective April 1, 2022.
- Attachment J3.10_4 Promark – GE01 – Commercial Pricing – Interim Pricing November 1, 2022
 - Outlines changes to Schedule 8.1 - Compensation Year 5 effective November 1, 2022.
- Attachment J3.10_5 OPUCN Locate Services Agreement (2023-2024)
 - LAC Locate Services Agreement for the period of February 1, 2023 to January 31, 2024 (initial term) with the option of extension terms with written notice. See page 61 of attachment (page 57 of agreement) Schedule 8.1 - Compensation.
- Attachment J3.10_6 OPUCN Promark-Telecon Extension Letter Feb 2024 (extend to 2025)
 - Extension term for the period of February 1, 2024 to January 31, 2025. Year 2 pricing as per the Locate Services Agreement (2023-2024) above.
- Attachment J3.10_7 OPUCN Promark-Telecon Extension Feb 2025 (extend to 2026)

- Extension term for the period of February 1, 2025 to January 31, 2025. Year 3 pricing as per the revised pricing schedule in attachment below.
- Attachment J3.10_8 Promark – GE01 – Commercial Pricing Schedule – Revised Pricing February 1 2025
 - Outlines changes to Schedule 8.1 - Compensation Year 3 effective February 1, 2025.

UNDERTAKING J3.11

Reference:

Oral Hearing Transcript (Vol. 3) page 128 line 28 to page 130 line 18.

Undertaking:

To explain how the proposed new burden rate and any associated changes relating to the new building would factor into the variance account being proposed

Response:

The new burden rate will include the actual OM&A costs relating to the new building and the expected outcome is that any reimbursement from affiliates applicable to this account would be an offset to the actual costs that would be used to compute the variance going into the OM&A variance account.

Attachment J1.7_1 March 27 2024 Special Board Mtg

MINUTES
OPUC Networks Board of Directors Special Meeting
Virtually – Via Teams
March 27, 2024
12:00 pm

Board Members

Terry Caputo (Acting Chair)
Denise Carpenter
Donna Kingelin
Grant Buchanan
Robert Watson
Dan Benoit
Neel Bungaroo
Barbara Boyd
John Mauti (joined at 12:23pm)

Management

Daniel Arbour, President & CEO
Susanna Beckstead, CFO & CAO
Mike Weatherbee, Managing Director Oshawa Power
Corporate Secretary
Lori Dafoe

1. ADMINISTRATIVE MATTERS

The Chair declared the meeting open for business at 12:01 pm.

1.1 DECLARATION OF CONFLICT OF INTEREST

None declared.

2. BUILDING APPROVAL

The Board discussed the information provided by management and had a discussion and asked questions (summary of questions attached).

The Board approved management moving forward with the purchase of land for a new building with the following motion:

THAT the Board approve Management going ahead with the purchase of the property at 2072 Thornton Rd. North, Oshawa for the new Oshawa Power facility, pending the continuation of due diligence.

Moved by Donna Kingelin
Seconded by Barbara Boyd

CARRIED

3. IN CAMERA

The Board did not move In Camera.

4. CLOSING

The meeting was terminated at 12:59 pm.

Moved by Denise Carpenter
Seconded by Terry Caputo

CARRIED

NOTES:

1. Why did 1755 Thornton Rd. not meet the needs of OPUC?
There was not enough usable land and there was no possibility of extending the property as there was a heritage home adjacent to the proposed building site.
2. Any issues anticipated with financing?
Not thinking there will be any.
3. Great work on getting the extension of the current lease.
4. Not a central location – are there concerns about that?
No concerns, the other location in the south would not be central either and the north is where the new development is taking place. It is expected that in the next 5 years what is now the north will be more north/central. Durham Region Transit is locating in this area and the City is building a new Rec. Centre and Ontario Tech University is developing the land across the street.
5. On the people side, what about the commute?
Will work well for most, but at this time there are no restaurants etc. in the area, but with development taking place these will follow.
6. Purchase agreement allows 60 days for due diligence – will this be enough time?
The Consultant has said that this is ample time for the environmental assessments, and zoning confirmation. The architecture and land prep is included in BBA Associates Costs. If the amount of usable land is less, then the cost to purchase will also be less.
7. TD financing – Is this a condition?
Yes, financing is a condition of the offer.
8. The Ontario Tech/Broccolini property is a back up option?
Yes, just in case the due diligence with this property does not meet expectations.
9. Once due diligence is over is 2nd Board approval necessary?
No, the Board is approving moving forward and if the property meets the needs and due diligence requirements are met there is no need for another approval to close the sale.
10. Will this be in the COS of Service application?
Yes, for the 2028 approval before too much capital investment is made.
11. HOPA – Daniel to meet with Claudio and CEO to inform them that OPUC is moving forward with another site.
This has always been an option.
12. Conversations with the shareholder should be minuted as building discussions take place.
13. If the purchase becomes a reality a press release and information package should be ready. City should be kept informed, but not a joint statement.
14. Will the lay down yard be at the same site and will the zoning allow for this?
It will be at the same site and is zoned for this, will have this double checked during the due diligence.
15. Will this be specifically listed in the rate application?
Yes, estimates will be included. The architect is refining the estimates and Management is comfortable including them.
16. Is there any risk that the seller can come back on OPUC if we walk away within the due diligence period?
Legal has advised that they are comfortable that we are allowed to walk away.
17. ACM approach work with risks?
Reasonableness of costs, competitive bids, construction options. Showing that we are spending prudently and are engaging experts.
18. The Board suggested that the CEO reach out to Hydro Ottawa and discuss their lessons learned.
The CEO noted that he has spoken with the CEO of Ottawa and Milton and will continue to engage. Consultants are providing background as well.

Attachment J1.7_2 Media Release_20240910



100 Simcoe Street South, Oshawa, Ontario L1H 7M7

September 10, 2024

FOR IMMEDIATE RELEASE

Oshawa Power Announces New Facility Planned for North Oshawa

Oshawa, ON – This afternoon Oshawa Power welcomed The Honourable Sam Oosterhoff, Associate Minister of Energy-Intensive Industries, Oshawa Mayor Dan Carter, and Chair of the Economic & Development Services Committee Tito-Dante Marimpietri to 2072 Thornton Rd. N to announce plans for Oshawa Power’s new facility in North Oshawa.

This investment will consolidate all operational, administrative, and storage needs into one complex, allowing the local utility to overcome the logistical challenges of having departments spread across multiple buildings and storage yards and improving organizational efficiency. The new 6.5-acre site will feature a modern two-storey office complex of approximately 30,000 square feet, along with an equipment storage yard, warehouse, and vehicle garage.

Following a comprehensive needs assessment and site search, 2072 Thornton Rd. N was chosen for its proximity to Oshawa’s largest growth area and the site’s suitability to meet the utility’s operational needs. Construction is scheduled to commence no later than 2026, with completion and relocation from the current site at Metcalfe St. and Simcoe St. S anticipated in early 2027.

Oshawa Power is collaborating with a local architectural firm to ensure the building design meets accessibility, inclusivity, and sustainability goals. Preliminary renders have been developed, with final designs subject to further refinement during the design and construction phases.

Quotes

“We are thrilled to begin the process of moving to a new facility that will better accommodate our fleet, consolidate operations, and allow us to continue providing Oshawa with safe and reliable electricity for decades to come. We look forward to enhancing our service capabilities, fostering innovation, and supporting our community from our accessible, state-of-the-art facility.”

- Daniel Arbour, *Oshawa Power President & CEO*

“This investment will enhance Oshawa Power’s logistical efficiency, allowing for better management and delivery of electricity as the city grows and energy demands increase. The Ontario government is committed to ensuring that all parts of our energy delivery system are efficient and ready to provide sustainable, reliable, and affordable power to our communities now and into the future. I am pleased to be here today to celebrate this important step toward a more resilient local energy infrastructure.”

- The Honourable Sam Oosterhoff, *Associate Minister of Energy-Intensive Industries*



100 Simcoe Street South, Oshawa, Ontario L1H 7M7

“Our community has benefited greatly from a dedicated local electric utility over the past 130 years. As our economy and city continue to grow, Oshawa Power will play a critical role in supporting the development of the necessary infrastructure and capacity required for increased electrification. This new building is an exciting step forward.”

- Dan Carter, *Mayor of Oshawa*

About Oshawa Power

Oshawa Power is dedicated to the evolving needs of our customers as a leading enabler of integrated critical energy and infrastructure. Oshawa Power is wholly owned by the great City of Oshawa.

For Oshawa Power updates, follow us on [X](#), [Facebook](#), [Instagram](#) and [LinkedIn](#).

Media Contact

Communications@oshawapower.ca

Attachment J1.9 OP Department Survey 091223 Final Report Submittal



PROJECT OSHAWA GENERALS

OSHAWA POWER

DEPARTMENT SURVEY REPORT SEPTEMBER 12, 2023

WE
MAKE IT
INNO
VATIVE

IMPACT

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01

INTRODUCTION

INTRODUCTION

OVERVIEW

Oshawa power required a **market search and site analysis** process within the Oshawa boundary to determine appropriate, cost effective and timely occupancy of a new location. During this process, a **macro area requirement program** was developed to determine the square footage for office space, warehouse, garage, yard and parking.

Cushman and Wakefield provided a **questionnaire to all business group leaders** to discuss with their teams. The purpose was to engage employees to better **understand the current and future workplace** to determine the appropriate 'future of work' strategy for Oshawa Power.

One of the key goals was to determine the space requirements and a mobility strategy based on a potential hybrid working model. The following report includes the **key findings** from the questionnaire, space optimization and design considerations for the future workplace. The analysis includes **recommendations and best practices** with the application of new space standards.



A Focus on People, Place
& Technology

INTRODUCTION

METHODOLOGY

The Questionnaire was organized in two parts with consideration to work patterns, best work collaboration, workplace design, engagement and technology.

➤ **Section 1 (Leader Response)**

- Business considerations
- Team drivers

➤ **Section 2 (Staff Input)**

- Workforce needs
- Area requirements

Number of Groups: 13
Survey Responses: 18



WORK PATTERNS

Who can work remotely?
Future Strategies



BEST WORK

Productivity & Efficiency
Learning & Mentoring



COLLABORATION

How do teams connect?
Impacts of Remote Work



WORKPLACE DESIGN

Current State
Future Aspirations
Functional Relationships



ENGAGEMENT

Attraction & Retention
Wellbeing
Welcoming Environments



TECHNOLOGY

Current State
New Tools &
Opportunities

EXECUTIVE SUMMARY

KEY FINDINGS

- ❖ **Office Utilization:** Majority of staff work on site most of the time
- ❖ **Flexibility:** Choice of work schedules and time spent in office versus home are important to staff
- ❖ **Hybrid Model:** There is some preference to work both in the office and remotely for qualifying roles
- ❖ **F2F Collaboration:** Most staff prefer the social connections and informal interactions between departments
- ❖ **Wellbeing:** Staff want healthier food choices and access to fitness activities and gym
- ❖ **Site:** A strong desire to increase equipment, area requirements and parking in the Warehouse and Garage
- ❖ **Transparency:** Managers and staff would like increased communication from the leadership team
- ❖ **Safety:** Staff cited safety concerns onsite, especially after hours in the office and in the parking lot
- ❖ **Future Workplace:** Leaders and staff recognize that the office needs to be modernized from both a space and technology perspective to accommodate different work styles and needs

The key is to balance employee preferences with the overall business strategy.

02

BUSINESS

IMPACT

BUSINESS

Group List

Group #	Business Unit	Department	Department Leader
1	Executive	Corporate/Administrative Staff	Lori Dafoe
2	Communications	Communications	Jen McHugh
3a	Finance	Financial Planning & Analysis	James Daguio
3b	Finance	Financial Accounting	Navneet Malik
3c	Finance	Finance Regulatory	Lori Fillion
4	Customer Service	Customer Service	Ashley Pereira
5 (12)	IT/Project Management	Information Technology	Maged Yackoub
6	Stores (Supply Chain)	Supply Chain (Store)	Scott Bernier
7	HR/Payroll	Human Resources/Payroll	Renee McFarland
8	Engineering	Tech Services – Engineering	Amir Altaf
9a	Distribution	Metering	Kent Fulling
9b	Distribution	Line Crew	Kent Fulling
9c	Distribution	LI	Kent Fulling
9d	Distribution	PME	Kent Fulling
10	H&S/Fleet Facility	Health and Safety	Wade Rowland
11	Control Room	Control Room	Kent Fulling
Included in #5	DB Group	Broadband	Maged Yackoub
13	EF Group	EnerFORGE	Doug Proska

BUSINESS

BUSINESS SUCCESS

Communications is seen as a lever for successful implementation of the strategy and departmental business plans

Communications

Maintain dividends for the stake holders, compliance with OEB regulations, and compliance with audit and industry standards, providing shared accounting services to all the regulated and un-regulated companies under Oshawa Power & Utilities Corp umbrella, co-ordination with all the departments in the company and improvement in business processes.

Finance Accounting

Business: Providing constant flow of electricity to the residents and business operators of Oshawa.
Secondary Business Success: Paying annual dividend to the city.
FP&A Team: providing accurate financial information for the stakeholders so that correct decisions can be made.
Ensuring budget leads are accountable for spend and assessing all investments (spend) increases the bottom line.

Finance P&A

Deadline driven department. The ability to focus on submissions, attend regulatory calls with outside organizations to stay abreast of changing regulatory requirements, remain in compliance and meet deadlines.

Finance Regulatory

Good Value for customers and Shareholder
Ensure that Executive Team is prepared to make decisions and has all the information necessary for them to succeed
Ensure that the board of Directors is prepared for meetings and that they have the information to provide oversight
Manage calendars for Executives and keep them on time and on track and ensure they are prepared for those meetings

Executive Admins

Customer Experience
Ensuring customer satisfaction and striving for First Contact Resolution with his customer interaction
Modernizing the customer experience to enhance more self-serve options

Customer Service

BUSINESS

BUSINESS SUCCESS

Oshawa Power and that all teams understand and follow safe practices

H&S/Fleet
Facility

Completion of capital and O&M on time, on budget
Maintain excellent level of reliability to customers
Respond to all inquiries/outages/customer requests and issues in a timely and productive/safe manner

Distribution

Promote inclusion and diversity and build a cooperative team
Provide safe and reliable power to our customers at competitive rates.
Work with city and regional authorities to work towards the betterment of Power Distribution Network for the city of Oshawa.
Provide accurate estimates for large customers and capital projects development.
Ensure the projects get completed within the budget and timeline.

Engineering

Available stock for projects, prompt purchase orders, ability to source a wide variety of goods and services. Provide a link between other business units and the market.

Stores

Technology is transparent to all employees and customers – it's simply an enabler
Technology group is a business partner and solutions provider for the organization

IT/PMO-DB

Oshawa Power defines its success by delivering safe, sustainable and reliable power to their customers and through collaboration, open communication and listening to the needs of their employees, maintain a harmonious and engaged workforce.

HR/Payroll

EF Group

Success is driven by our financial performance, KPIs and relationship with our customers we serve within the energy and services lines include district energy systems, wind, solar, biogas and EVs.

How would you describe the OSHAWA POWER culture that your team works within?

BUSINESS CONSIDERATIONS

CULTURE

What's working:

- A new Leadership team
- A **proud atmosphere** where everyone works together to accomplish outcomes
- **Collaborative** – we have a good team dynamic.
- **In-person interaction** drives culture
- A collaborative **teamwork** culture by always remaining supportive
- A very collaborative culture **built from the top down.**
- A small but strong team providing **excellent service**
- Respecting the **diversity and inclusion** and other's opinion.
- **Building trust** creates a close culture of support
- The culture is continuing to evolve and promote **collaboration and shared ideas**

“With many new faces, in-person interaction is necessary to develop trust and alignment.”

“We are a small and agile company, and we are being set up to succeed.”

“By having an open-door policy, actively listening and creating a safe environment where all levels of the organization are encouraged to share their ideas.”

“We are proud of the work we do and work closely with suppliers, internal customers and other stakeholders.”

“Building a team requires providing team members with the autonomy to complete their work while always remaining available for coaching and guidance.”

“Being available for questions and guidance as required, being flexible with work arrangements and celebrating each other for completion of a task and a job well done.”

BUSINESS CONSIDERATIONS

CULTURE

Culture

How would you describe the OSHAWA POWER culture that your team works within?

What's NOT working from a cultural perspective...

- Oshawa Power has a siloed culture.
- Departments scattered across 4 buildings contributes to this division
- Current culture within CS is quite negative despite recent culture shift across Oshawa Power to re-invigorate a positive work environment across all departments. (one opinion)
- A strong mentality of the 'better' past still exists, and some are unable to accept change (one opinion)

“If we can have a workspace where everyone walks through the same door and can have a conversation that would help with the process.”

BUSINESS CONSIDERATIONS

CULTURE – SOCIAL ACTIVITIES

Culture

What activities celebrate culture and success?

CURRENT

- Regular Team Meetings
- BBQ
- Golf Tournaments
- Holiday Lunches & Dinners
- Team Birthday Celebrations
- Retirement Lunches
- Employee Milestones
- Team Accomplishments
- After-work Socials
- Finding ways to set clear roles and assignments to promote excellence.

FUTURE

- Monthly Town Halls for cross-department interactions
- After Work Socials
- Company Events
- Team Mixers

Responses indicated the importance of social activities and company events by all groups.

BUSINESS CONSIDERATIONS

HYBRID WORK

Hybrid Work

What percentage of your staff currently work remote/hybrid/in-office?

Are you comfortable with the current arrangement?

Business Unit ⁵	Department	HC	Current	% in Office	Future	% in Office
Executive	Corporate/Administrative Staff	8	4-5 days in office	90%	1-2 days remote	80%
Communications	Communications	3	3 days in office/ 2 remote	60%	3 days in office/ 2 days remote	60%
Finance	Financial Planning & Analysis	6	4 days in office/ 1 remote	80%	4 days in office/ 1 remote	80%
Finance	Financial Accounting	6	4 days in office/ 1 remote	80%	4 days in office/ 1 remote	80%
Finance	Finance Regulatory	2	4 days in office/ 1 remote	80%	3 days in office/ 2 remote	60%
Customer Service	Customer Service	12	5 days in office	100%	3 days in office/ 2 remote	60%
IT/Project Management	Information Technology	7	3 days in office/ 2 remote	60%	3 days in office/ 2 days remote	60%
Stores (Supply Chain)	Supply Chain (Store)	4	5 days in office	100%	Role specific only	100%
HR/Payroll	Human Resources/Payroll	3	4-5 days in office	90%	3 days in office/ 2 remote	60%
Engineering	Tech Services – Engineering	16	5 days in office	100%	Role specific only	100%
Distribution	All teams	32	5 days in office	100%	Role specific only	100%
H&S/Fleet Facility	Health and Safety	2	5 days in office	100%	Supports Flexibility for staff	100%
Control Room	Control Room	2	5 days in office	100%	Role specific only	100%
DB Group	Broadband	9	3 days in office/ 2 remote	60%	3 days in office/ 2 days remote	60%
EF Group	EnerFORGE	10	75% offsite/ 25% work at office	40%	75% offsite/ 25% work at office	40%

Staff want the flexibility of a Hybrid work program but generally prefer to be in the office most of the time due to role function and the ability to collaborate with others.

03

TEAM DRIVERS

TEAM DRIVERS

GOALS

Team Drivers/Goals

What are your overall Team Drivers/Goals? What are you trying to achieve?

- **Health & Wellness**
- **Quality** of Work
- **Succession** Planning
- **Knowledge Sharing** and Training
- **Business Process** Improvements
- **Positive Culture**
- **Effective Collaboration**
- **Customer Success**
- **Enabling Transparency**
- **Providing visibility of reporting**

- **A trusted and credible** business partner
- **Effective tracking** of scope, cost and time
- Providing **reliability and service** to customers
- Improvements on **productivity**
- **Safety Training**
- **Risk Management**
- Maintaining **Best Practices**
- **Customer Relationships**
- Drive **Value and Sustainability**

Responses indicate pride in work, productivity and developing best practices

TEAM DRIVERS

KEY STAKEHOLDERS

Key Stakeholders

Who would you consider to be your key stakeholders? (Internally/externally)

INTERNAL

- Executive Committee
- Board of Directors
- All Employees
- All Departments – Compliance
- (See area requirement section for department adjacencies)

EXTERNAL

- Residents of Oshawa
- City of Oshawa
- Business Owners in Oshawa
- Customers
- Suppliers and Vendors
- City of Oshawa
- Media Partners
- Shareholders
- Auditors
- Ministry of Finance
- Councils
- Regulators
- Unions
- Community Groups
- Developers
- Contractors

Staff recognize the importance of relationships both internally and externally.

TEAM DRIVERS

WORK EXPERIENCE

CURRENT EXPERIENCE

- ✓ Embracing new Leadership team
- ✓ Positive customer experience
- ✓ Communication improvements
- ✓ Better outlook on future

Work Experience

How do you think their overall experience is? Are there areas of opportunity for improvement?

“Bringing together a brand-new leadership team in 2022/23 provides us with the opportunity to develop new practices, eliminate bad behaviors and create an exciting and engaging experience for all employees”

“In general, I think that the experience is good and am certain that it will improve.”

“Experience is improving overall with clearer communications”

“Board reports are clearer and providing more context – it’s better”

“Overall, it is working fine and is positive”

“We continue to work towards developing our reputation as a valuable source of information and support across the organization.”

“I believe the overall customer experience is good. More details can be found by looking at latest customer experience survey if we have”

“Overall experience is great!”

“I think the internal team has seen significant improvement over the last 8 months with respect to experience. There have been substantial projects secured which will allow for the runway for future developments.”

TEAM DRIVERS

WORK EXPERIENCE

IMPROVEMENT OPPORTUNITIES

- ✓ Roles & responsibilities
- ✓ Digital communications
- ✓ Breaking silos with cross-collaboration
- ✓ Automation of processes
- ✓ Social and collaboration spaces
- ✓ Documentation and training for new tools and procedures
- ✓ Team building activities

Work Experience

How do you think their overall experience is? Are there areas of opportunity for improvement?

“There is always room for improvement – but in general working together for the last 4 months has seen constant improvement and sharing of responsibilities”

“Digital communications improvement (in progress)”

“My team is entirely new and trying to navigate but its hard to make sense of anything when information is siloed. We can improve by enforcing in person interaction vs. the email/messaging to someone in a building a few feet away.”

“Automation of various processes will make the experience better.”

“Staying on top of the many new initiatives is a challenge that we continue to work on. As a team, we are working towards defining our roles in order to become more effective and efficient.”

“Allowing for an environment of collaboration, promote positive experiences, employee achievements An environment that facilitates a modern approach, build relationships, eliminate silos.”

“Team-building mixers would be beneficial to bridge departmental gaps.”

“Increased hiring resources would be beneficial”

“More robust Geographic Information System (currently in process), increase the distribution automation and asset management practices”

“Better flow of materials to trucks (larger warehouse, warehouse close to vehicles for loading, pole yard at the same location)”

“Create more spaces to support socializing together with all staff “

“Improved organization in tasks and execution. There is a gap in documentation for projects and clear schedule of deliverables. The team is meeting their objectives but there is opportunity to shift from a firefighting approach to a more planned and documented approach with new tools and procedures.”

04

WORKFORCE NEEDS

WORKFORCE NEEDS

CURRENT WORKPLACE

Current Workplace

What is working for employees in their current workspace? (i.e.: Collaborative, focused, social spaces)

WHAT IS WORKING WELL IN THE SPACE?

Amenities	Workspace	Space Types	Furniture	Acoustics	Lighting	Technology
Coffee machine Bottled water	Open space for collaboration Separate areas for focused work	Offices – the ability to focus and collaborate without disrupting others	Adjustable Furniture and Ergonomic features	Meeting Rooms need better noise reduction capabilities	Brightness from Natural light	Cell phones at desk
Distributed kitchenettes as opposed to one lunchroom	Ability to eat at desk	Assigned Desks	Wallboards	Quiet work areas are available	Access to windows	Employees are easy to reach through video calls
Proximity to local restaurants	Department allocations	Variety of meeting size types available				
Indoor truck parking	Meter Shop in one building	Large Training Room				
Lockers/showers	Control room works well					
Pressure washer and air tank						

WORKFORCE NEEDS

FUTURE WORKPLACE

Future Workplace

What do you think employees need/want in their future workspace?

WHAT DO EMPLOYEES WANT?

PEOPLE

- Unassigned parking for equity purposes
- Walkable distances to amenities
- Work from home flexibility
- Healthy food options
- Access to a gym
- Ability to focus without distractions
- More separation/distance between cubicles
- Preference for teams to sit with current team

TECHNOLOGY

- EV Charging Stations
- Privacy settings
- Climate control temperature
- Customized light setting
- Dual Monitors
- Headsets
- Electronic blind controls
- More power outlets
- Smartboards and large screens in meeting rooms/areas

WORKFORCE NEEDS

FUTURE WORKPLACE

Future Workplace

What do you think employees need/want in their future workspace?

WHAT DO EMPLOYEES WANT?

PLACE (OFFICE)

- Adjustable chairs/desks that can be tailored to individual needs/requirements
- Access to natural light
- More meeting/collaborative spaces at various sizes
- Large room or area for 'all hand' meetings/events
- Wellness/Relaxation room
- Prayer room
- Common room – games, ping pong etc..
- Hoteling seat options
- Electronic sit/stand desks
- Quiet lounge and work areas
- Layout space to review drawings
- Building acoustics and sound masking
- Small focus rooms and huddle rooms
- Privacy options on windows (frosted glass)
- Whiteboards for brainstorming

PLACE (SITE)

- Fitness facility - Basketball court inside and outside
- No carpet
- Nicer Lunchroom amenities
- Healthy vending machine options
- Designated smoking area
- Outdoor space – Patio, BBQ, Picnic
- Sufficient warehouse space
- Locker storage
- Ground Level Meter shop
- Drying Room
- Laundry Facilities
- Onsite free parking space
- **Offsite** – operators may need additional equipment to work on EnerFORGE activities which is separate from the operations computers for the associated plants.

WORKFORCE NEEDS

FUTURE WORKPLACE

Future Workplace

What do you think employees need/want in their future workspace?

DISTRIBUTION TEAM

PLACE (INDOOR)

- Indoor Truck parking
- Big Lockers to store all gear/showers
- Rest area for after hours (cot – sleeping area)
- Couple of cots (sleeping area) for on call
- Bigger locker/change room
- Ice Machine/Ice Maker
- Lounge area
- Indoor heated shop
- Fitness room
- Workout area (Gym)
- Boot wash station
- Car lift for maintenance
- Wash bay
- All material in same place as poles, transformers
- Mechanic on site
- More showers
- 24-hour security
- 24-hour control room
- More showers
- Commercial boot/clothes dryer station
- Kitchenette
- Separate showers/locker rooms/bathroom
- Workshop space to store test equipment
- Test area/lab for relays and electronic devices

PLACE (OUTDOOR)

- Safe/secure parking for on call and personal vehicles
- Vacuum for trucks
- Bigger parking lot for expansion of fleet
- More trucks
- Fuel back in house
- Truck cleaning/detailing area
- Vacuums/pressure washer
- More bucket trucks
- Personal parking separate from fleet parking
- Multiple gate access
- Bigger garage - The Garage needs to accommodate 12 Digger\Bucket Trucks and 8 pickup trucks\vans, Tension Machines, Forklift, etc..
- Bigger garbage bins/scrap metal bins/covered wire and bare wire bins
- More storage space
- Extra parking spots in garage in addition to current fleet numbers
- Parking for contractors (i.e. – POSI or others need a spot to park when servicing)
- Shipping and Receiving separate from day-to-day operations
- Keep all office space in ONE building
- Stores connected to garage
- Incorporate storehouse access in proximity to garage
- Backyard machine (MUST have)
- More bucket trucks
- More equipment
- Separate loading/unloading trucks with direct access to Meter Shop

WORKFORCE NEEDS CHALLENGES

Challenges

What do you perceive as the challenges for your group at OSHAWA POWER today and in the future?

WHAT ARE THE CHALLENGES?

PEOPLE	PLACE	TECHNOLOGY
<ul style="list-style-type: none"> • Compartmentalized vs integrated teams • Enablers to build relationships • Difficult to put a name to a face • Preference for everyone including co-op students sit on the same floor. • Attention to adjacencies is needed with seat allocations • Output and ability to manage projects in a transparent manner • Knowing who is who in the work environment • Staff Turnover • Learning curve for new companies • Lack of Training • Onboarding Process • Safety concerns – in office and parking lot • Flow of information between departments • Lack of Transparency from Leadership • Lack of change management and communications • Lack of Trust between teams • Lack of employee recognition • Lack of collaboration and engagement • Governance from internal and external groups • Bandwidth to deliver projects 	<ul style="list-style-type: none"> • Lack of shared/collaboration space • Lack of lunch spaces • Small offices/cubicles with little light or space. • More space would be ideal for departments • Limited access to spaces for confidential calls/meetings • HVAC system • Not enough storage • Ability to grow in place • Travel time between work locations 	<ul style="list-style-type: none"> • Lack of Technology use • Outdated systems • Unable to unlock value from current systems • Desire to move away from a paper-based environment • Need more server room space to grow

WORKFORCE NEEDS

FLEXIBLE WORK PROGRAM

Flexible Work Program

How do you view the importance of a flexible work program (i.e., remote work / hours)?

WHAT DO EMPLOYEES WANT?

WHAT?

- Flexible Work Program
- Work/Life Balance
- Flexible work hours
- Hard deadlines
- Workforce management
- 1-2 days remote working depending on role
- Linesmen – 4/10s during summer

WHY?

- Remote or flexible work arrangements allow for emergency childcare, appointments at lunch, or attending a late meeting from home.
- Flexibility allows employees to be more focused and engaged while managing obligations outside of work.
- A flexible work program is critical to allow for optimal work life balance to bring energy and vigor into their daily activities.
- To promote and sustain talent management, delivering a flexible working strategy that will enhance employee attraction and retain top talent.
- Flexible work is very important, it helps employees manage stress, increases work-life balance, and reduces absenteeism.
- Remote work allows employees to focus on a specific project with potentially less interruptions
- For training and safety and facilities, having the option to work remotely when needed is a positive step forward.

HOW?

- Provide Laptops to promote mobility (vs. Desktops)
- Use of technology to ensure accountability
- Additional support from IT after hours
- Management training and support

05

MPRACT
AREA REQUIREMENTS

AREA REQUIREMENTS

OFFICE FUNCTIONALITY

Area Requirements

What opportunities do you see for improving the functionality / utilization of the office (i.e., space entitlement, customer facing areas, and size or space types)?

WHAT WOULD YOU LIKE TO SEE IN THE FUTURE DESIGN?

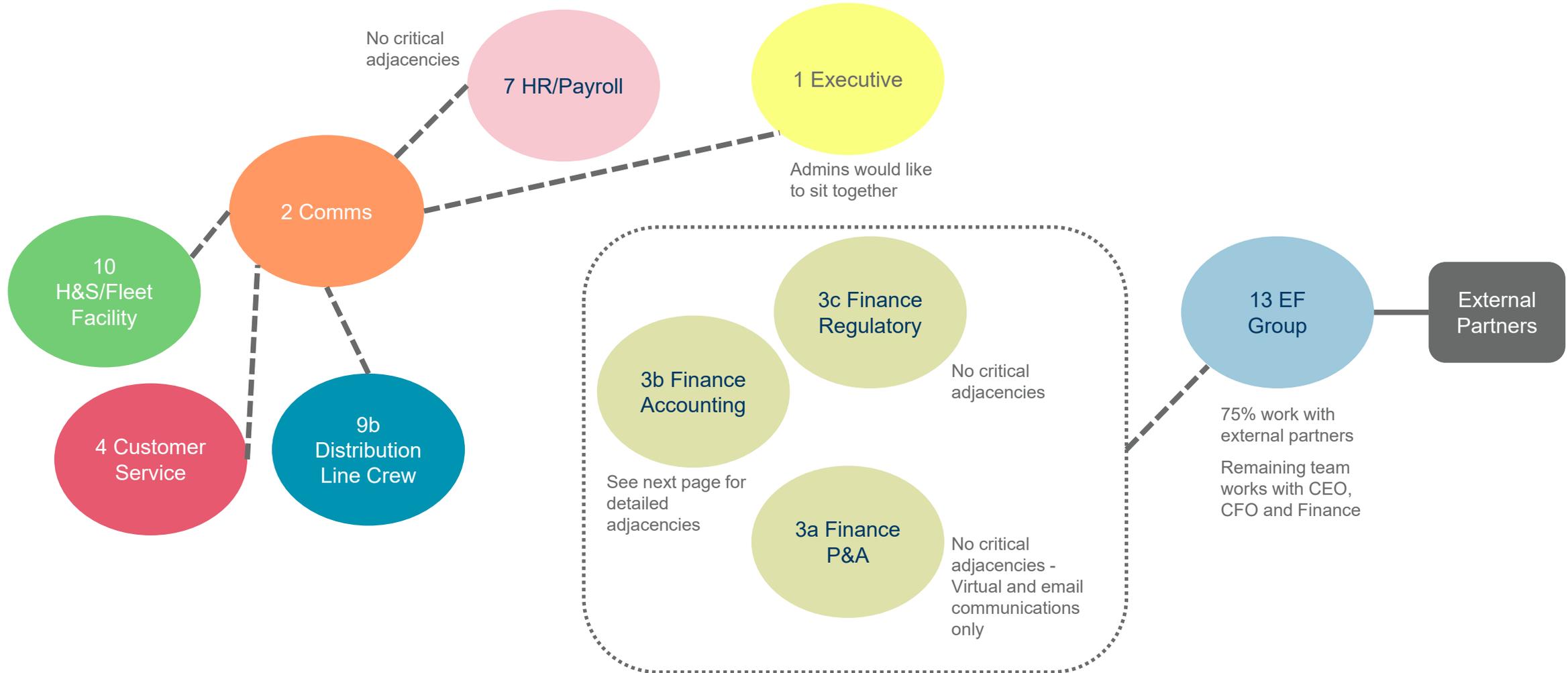
INDIVIDUAL	SHARED	AMENITIES	GENERAL DESIGN
<ul style="list-style-type: none">• Administrative area, near Executive team to allow for effective collaboration• Front facing desks• Dedicated space for some individuals• Consideration for summer student seats• Sit to stand desks• Privacy considerations• Bring office staff/customer service into same building• Technical workspace• Larger space entitlement for lineman (Lockers, cubicles, etc.)	<ul style="list-style-type: none">• Meeting rooms of varying sizes• More meeting rooms in general• More customer spaces• Hoteling desks/areas• Neighborhood planning by department with adjacent support spaces and equipment• Larger training space (100+ people)• Larger storage space• Quiet spaces	<ul style="list-style-type: none">• Gym• Basketball Court• Fully equipped washrooms• A centralized lunchroom and multiuse space• Rest/sleep space• Bigger garbage bins for all materials• Coat rooms• Wheelchair parking• Gated secured parking• Outdoor seating	<ul style="list-style-type: none">• Green building design –net zero• More windows and plants• Natural Light• No carpet• Consideration to air quality and temperature controls• Sound masking and visual barriers• All office space in one building is preferred• Provide more space in new building• Bidet in toilets• Better quality furniture

Considerations for the next phase of the detailed space programming.

AREA REQUIREMENTS

ADJACENCIES

Adjacencies
How much interaction do your teams have with other divisions, departments, or external partners outside of the current location? Critical adjacencies?

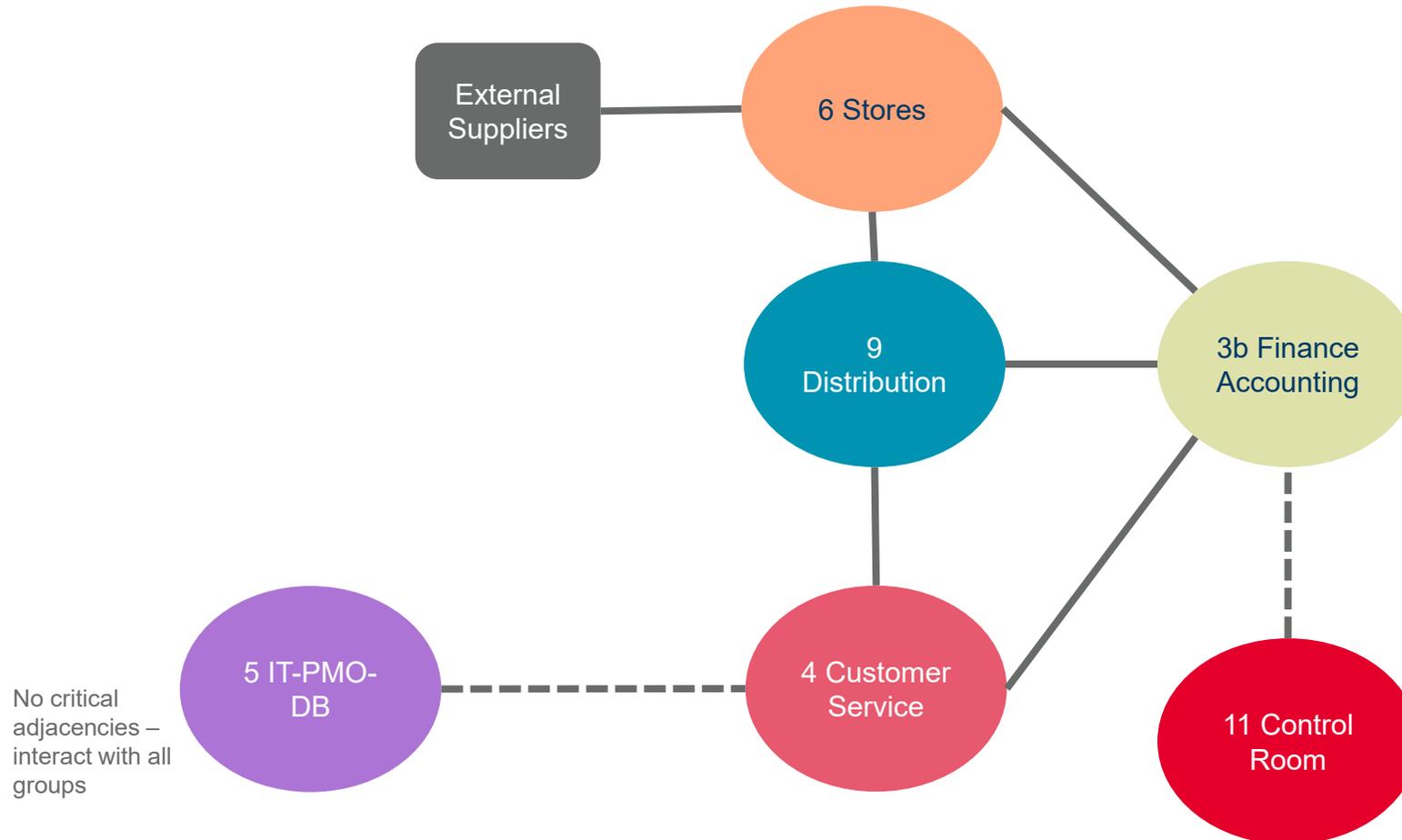


AREA REQUIREMENTS

ADJACENCIES

Adjacencies

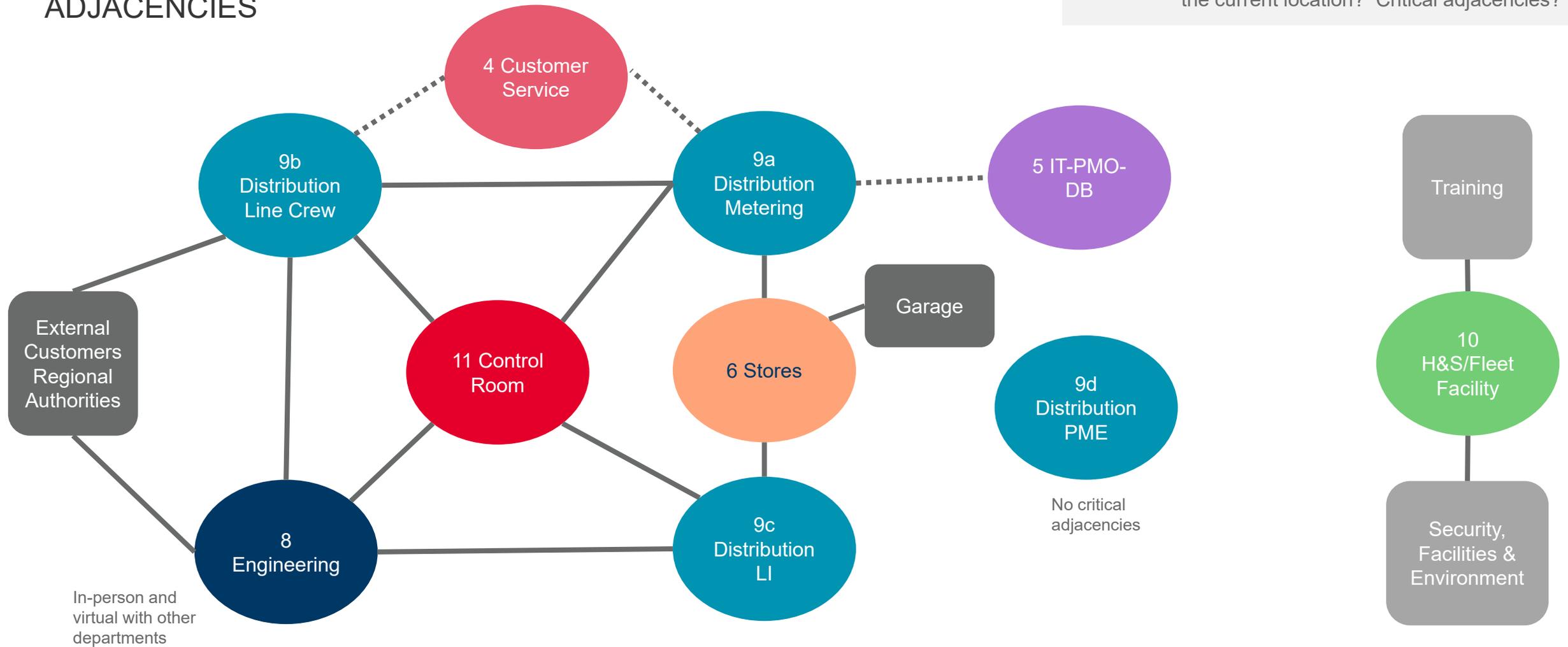
How much interaction do your teams have with other divisions, departments, or external partners outside of the current location? Critical adjacencies?



AREA REQUIREMENTS

ADJACENCIES

Adjacencies
How much interaction do your teams have with other divisions, departments, or external partners outside of the current location? Critical adjacencies?



06

SOLUTIONS

RECOMMENDATION SUMMARY

CONSIDERATIONS FOR THE FUTURE OF WORK

PLACE

Leverage the workplace to support the way employees need to work and connect for optimal performance and as a tool for driving innovation and team connections.

- Provide a variety of space types (we & me) to support the shifting needs of worker and drive business success.
- Reduce assigned individual space with hotel seats for staff working from home more than 2 days per week.
- Include spaces to enhance focused work and accommodate the unique and diverse needs of individuals .
- Increase dynamic environments that promote collaboration, and informal mentorship while people are in the office.
- Provide spaces and furniture that reinforce connectedness and community with consideration to ergonomics, HVAC and natural light.

PEOPLE & CULTURE

Focus on employee experience.

- Create a wellness program to boost health and fitness for staff
- Increase choice and flexibility to retain top talent and increase employee experience & engagement, while balancing the needs of the business.
- Create equitable and transparent profiles & policies regarding eligibility for flexible work arrangements and expectations when working remotely.
- Work to increase employee comfort by boosting communication frequency and modes for organization changes or moves.
- Implement a change management strategy to help employees and leaders thrive to maximize the benefits of a hybrid work environment.

TECHNOLOGY

Leverage technology to enable the shift between remote and in-person work without friction and to further optimize the in-office experience.

- Equip collaboration and focus rooms with video conferencing to create an employee experience that is seamless no matter your location. Provide easy, automated connection to all collaboration AV equipment.
- Utilize an integrated mobile app that allows workers to pre-arrange unassigned work points and meeting rooms before coming into the office and locate team members.
- Consider additional onsite security measures to increase comfort level for staff.
- Explore cloud-based data solutions to reduce paper usage

WORKPLACE

CONSIDERATIONS FOR THE FUTURE WORKPLACE



COLLABORATION

- Increased meeting and collaboration spaces should be a mix of sizes to accommodate face-to-face, larger department meetings, as well as small rooms for private conversations.
- Meeting and support spaces should consider ventilation and distancing.
- Meeting and collaboration could be a hybrid of F2F and virtual (both internally and with external partners).



WORKPLACE DESIGN

- Some unique depts have specialty needs that will continue to require confidentiality, security, and separation.
- Flexible multipurpose spaces to accommodate the variety of department functions (movable walls, technology, furniture).
- Shift to modern workplace standards

WORKPLACE

CONSIDERATIONS FOR THE FUTURE WORKPLACE



ENGAGEMENT

- Communication is key to staff – Consider implementing a change management and communications strategy before and during a major move or organization change.
- Amenities are important for employees to promote health and wellness (showers, bike storage, healthy food choices, walking paths, nature).



TECHNOLOGY

- Ability to plug and play – connect to colleagues from home or in the office
- Technologies will need to be able to connect teams to ease ability to find colleagues (in or out of office).
- Reduce server room requirements and replace with cloud solutions



WORK PATTERNS

- Most departments felt they can be productive and effective with a hybrid strategy of 1-2days /week in the office.
- Many individual workers cited the importance of social interactions and collaborations
- Processes could be reviewed for better efficiency and automation.

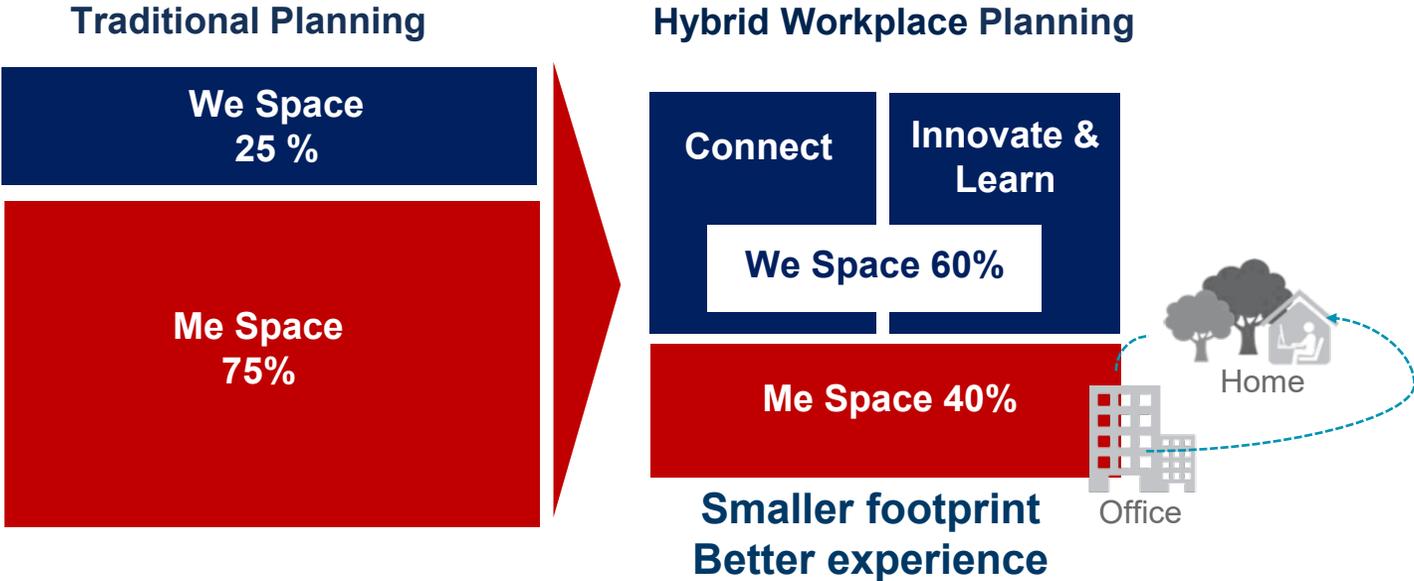


BEST WORK

- To manage expectations, the new model should begin prior to a move to a new site
- Neighborhood assignments are preferred for dept identity and ease of locating colleagues.

SHIFTING TO MORE SHARED SPACE

CONSIDERATIONS FOR THE FUTURE OF WORK



Modern workplaces are faced with meeting a variety of unique demands. Today's workforce is looking for flexibility to work from anywhere. With this, **the utilization of the individual desk has fallen dramatically.**

Shifting the emphasis from individual, *me* space to more shared *we* space can **improve utilization rates of the overall work environment, create long term flexibility** and provide **new space types** that can benefit the entire organization and entice employees back to the office.

SPACE LIST OFFICE

Original space program

OSHAWA POWER - Head Office

Updated Space List - May 2023

DEPARTMENTAL SPACE REQUIREMENTS	Staff	Space Allocation			Total NSF	USF	RSF	GSF
		150 SF	48 SF	0 SF				
		Office	Wkstn	Field Staff				
Executive	8	6	2	996	1,494	1,718	1,804	
Communications	3	1	2	246	369	424	446	
Finance	14	3	11	978	1,467	1,687	1,771	
Customer Service	12	1	11	678	1,017	1,170	1,228	
IT/Project Mgmt	7	1	6	438	657	756	793	
Stores	4	1	3	294	441	507	533	
HR/Payroll	3	2	1	348	522	600	630	
Engineering	16	2	14	972	1,458	1,677	1,761	
Distribution /Metering	32	2	4	492	738	849	891	
H&S/Fleet Facility	2	1	1	198	297	342	359	
Control Room	2	0	2	96	144	166	174	
DB Group	9	1	6	438	657	756	793	
EF Group	10	1	3	294	441	507	533	
Growth (2%/yr for 10 yrs)	27		27	1,282	1,924	2,212	2,323	
TOTAL WORKSPACE	149	22	93	34	7,750	11,626	13,369	14,038

BASE BUILDING SUPPORT	Qty	Size NSF	Total NSF	USF	RSF	GSF
Reception Area	1	750	750	1,125	1,294	1,358
Phone Rooms	6	50	300	450	518	543
Boardroom	1	600	600	900	1,035	1,087
Meeting Rooms (10-12 Seats)	2	400	800	1,200	1,380	1,449
Meeting Rooms (8-10 Seats)	2	250	500	750	863	906
Meeting Rooms (4 Seats)	4	150	600	900	1,035	1,087
Filing / Storage	3	225	675	1,013	1,164	1,223
Control Room (support area)	1	250	250	375	431	453
Hoteling Area (for visitors)	5	50	250	375	431	453
First Aid Room	1	100	100	150	173	181
AODA Washroom	1	150	150	225	259	272
Base Building Washrooms	4	250	1,000	1,500	1,725	1,811
Cafeteria / All Hands / Training Room	1	2000	2,000	3,000	3,450	3,623
Sergeries / Kitchenettes	2	100	200	300	345	362
Wellness Room / H&S Training (First Aid / CPR)	1	1000	1,000	1,500	1,725	1,811
Change Room / Lockers (male)	1	1000	1,000	1,500	1,725	1,811
Change Room / Lockers (female)	1	500	500	750	863	906
Garbage Room	1	400	400	600	690	725
Elevator	1	100	100	150	173	181
Cleaning Supplies / Janitor Room	1	130	130	195	224	235
TOTAL BASE BUILDING SUPPORT			11,305	16,958	19,501	20,476

TOTAL BUILDING AREA	19,055	28,583	32,871	34,514
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Updated space program

OSHAWA POWER - Head Office

Updated Space List - August 2023

DEPARTMENTAL SPACE REQUIREMENTS	Staff	Space Allocation			Total NSF	USF	RSF	GSF
		120 SF	36 SF	0 SF				
		Office	Wkstn	Field Staff				
Executive	8	6	2	792	1,188	1,366	1,435	
Communications	3	1	2	192	288	331	348	
Finance	14	3	11	756	1,134	1,304	1,369	
Customer Service	12	1	11	516	774	890	935	
IT/Project Mgmt	7	1	6	336	504	580	609	
Stores	4	1	3	228	342	393	413	
HR/Payroll	3	2	1	276	414	476	500	
Engineering	16	2	14	744	1,116	1,283	1,348	
Distribution /Metering	32	2	4	384	576	662	696	
H&S/Fleet Facility	2	1	1	156	234	269	283	
Control Room	2	0	2	72	108	124	130	
DB Group	9	1	6	336	504	580	609	
EF Group	10	1	3	228	342	393	413	
Growth (2%/yr for 10 yrs)	27		27	962	1,443	1,659	1,742	
TOTAL WORKSPACE	149	22	93	34	5,978	8,967	10,312	10,827

BASE BUILDING SUPPORT	Qty	Size NSF	Total NSF	USF	RSF	GSF
Reception Area	1	750	750	1,125	1,294	1,358
Phone Rooms	8	50	400	600	690	725
Boardroom	1	600	600	900	1,035	1,087
Meeting Rooms (10-12 Seats)	2	400	800	1,200	1,380	1,449
Meeting Rooms (8-10 Seats)	2	250	500	750	863	906
Meeting Rooms (4 Seats)	4	150	600	900	1,035	1,087
Filing / Storage	3	225	675	1,013	1,164	1,223
Control Room (support area)	1	250	250	375	431	453
Hoteling Area (for visitors)	5	50	250	375	431	453
First Aid Room	1	100	100	150	173	181
AODA Washroom	1	150	150	225	259	272
Base Building Washrooms	4	250	1,000	1,500	1,725	1,811
Cafeteria / All Hands / Training Room	1	2000	2,000	3,000	3,450	3,623
Sergeries / Kitchenettes	2	100	200	300	345	362
Wellness Room / H&S Training (First Aid / CPR)	1	1000	1,000	1,500	1,725	1,811
Change Room / Lockers (male)	1	1000	1,000	1,500	1,725	1,811
Change Room / Lockers (female)	1	500	500	750	863	906
Garbage Room	1	400	400	600	690	725
Elevator	1	100	100	150	173	181
Cleaning Supplies / Janitor Room	1	130	130	195	224	235
TOTAL BASE BUILDING SUPPORT			13,065	19,598	22,537	23,664

TOTAL BUILDING AREA	19,043	28,564	32,849	34,491
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What changed?



- Reduced departmental area and increased base building support SF
- Reduced office and W/S size 150sf to 120sf Office and 48sf to 36sf W/S
- Increased phone rooms by 2
- Increased meeting room (4 seat) by 2
- Added huddle rooms (8)
- Added social/lounge space (4)

Result

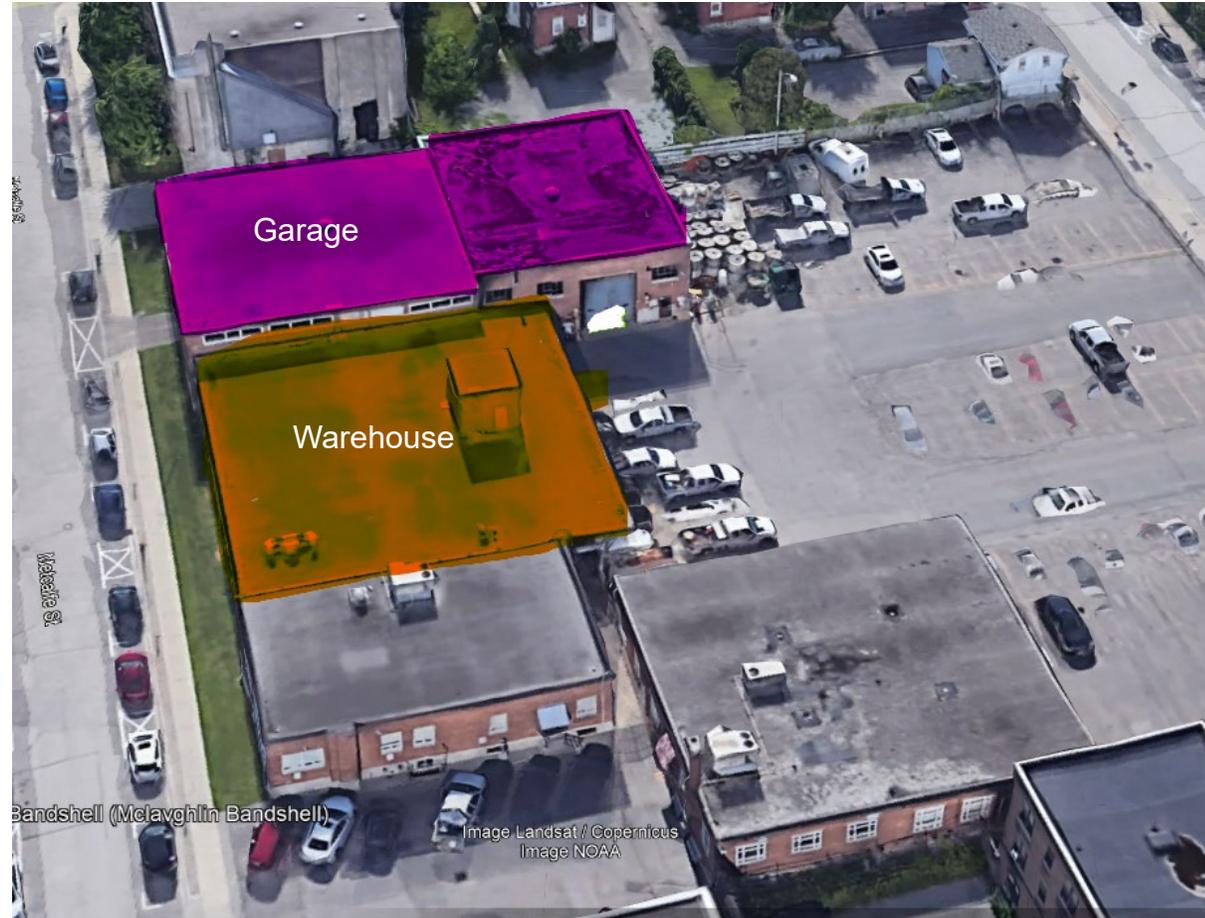
- A shift from 'Me' space to 'We' space resulting in more shared space being utilized by all groups
- Overall proposed building area SF remains the same

WAREHOUSE & GARAGE

Current program

Existing Configuration		
Building 1	Distribution	5300
Building 2	Eng/Tech/Control/IT	3200
Building 3	Admin 1st Floor	4600
	Admin 2nd Floor	4600
Building 4	Stores	800
Building 5	MS9 (DBB)	1500
Combined	Total	20000
Warehouse 1	Basement 21 Bagot	5100
Warehouse 2	Upper 21 Bagot	2500
Combined	Total	7600
Yard	Pole Yard	46000
Yard	21 Bagot	3000
	Total	49000
Garage	Total	7200

Site Plan



GARAGE

Existing space

- Current SF: 7200
- Limited space for vehicle parking which does not meet growth requirements
- Layout and vehicle access challenges
- Employees must go to main office to access lockers, support spaces and café.



Proposed program

GARAGE	QTY	SF	TOTAL SF
Lockers (for 50)	50	10	500
Showers	2	150	300
Hanging Area/Room	2	150	300
Washrooms	2	300	600
Janitors Room	1	150	150
Large Truck Parking Stall (15'x35')	15	525	7,875
Small Truck Parking Stall (15'x20')	5	300	1,500
Wash Bay	1	525	525
Storage Cage	1	400	400
Internal Drive/Access	1	4,000	4,000
Future Growth Parking Stalls	5	525	2,625
TOTAL Net SF			18,775
<i>Gross up Factor (5%)</i>			939
TOTAL Gross SF			19,714

What changed?



- Drive in/out concept
- Increased lockers and shower space
- Stalls to park large trucks and small trucks (Current fleet)
- Includes future growth for parking stalls

Result

- The proposed program meets the 20,000 SF request to accommodate the fleet growth and needs of employees per the survey.
- Space program is flexible

WAREHOUSE

Existing space

- Current SF: 7600
- Outgrowing current space
- 2 floors require elevator to move heavy equipment
- Restrictive ceiling height to store items



Proposed program

WAREHOUSE	QTY	SF	TOTAL SF
Storage Area / Racks / Shelving	1	7,000	7,000
Meter Storage / Workspace	1	2,500	2,500
Open Meeting Area	1	400	400
Small Meeting Room	1	100	100
Enclosed Office	4	150	600
Open Office	6	50	300
Office Support / Printing	1	250	250
Warehouse Washroom	1	50	50
Shipping/Receiving/Staging	1	400	400
TOTAL Net SF			11,600
<i>Gross up Factor (5%)</i>			580
TOTAL Gross SF			12,180

Note: Consider ceiling height increase to accommodate additional storage without increasing footprint.

What changed?



- Increased storage and shelving
- Increased meter storage and workspace
- Office space increase
- Includes warehouse washroom
- One level – drive out

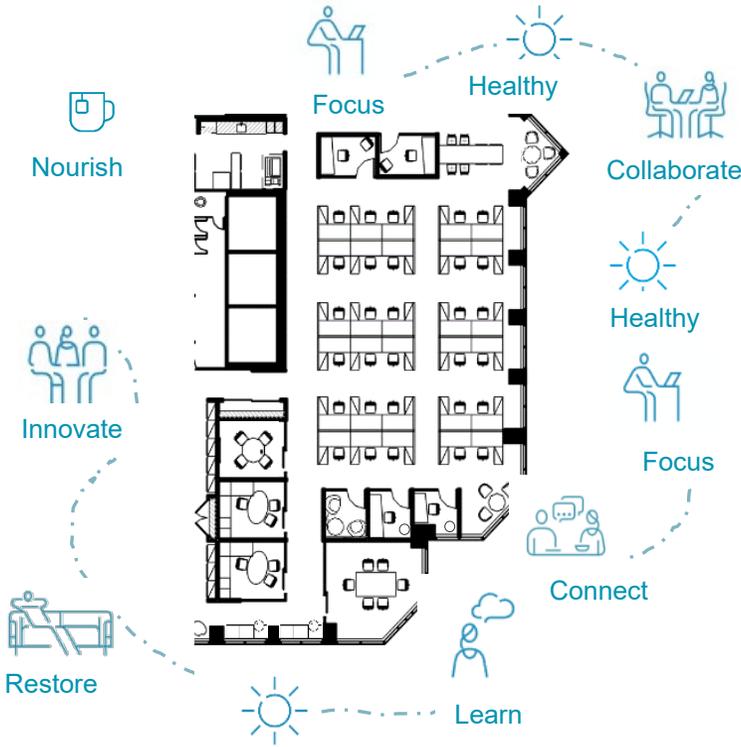
Result

- Program meets the SF request to accommodate future growth.

WORKPLACE CONCEPTS

SPACETYPE OVERVIEW

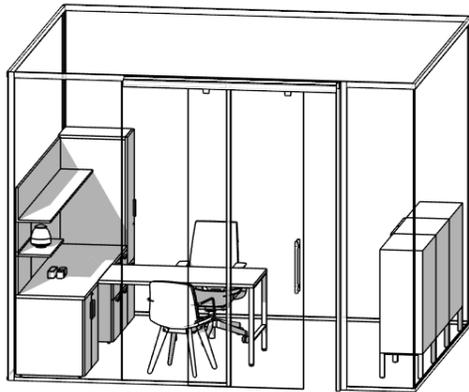
Support the way employees need to work and connect for optimal performance throughout the day and as a tool for driving innovation, culture and employee wellbeing.



INDIVIDUAL WORKSPACES

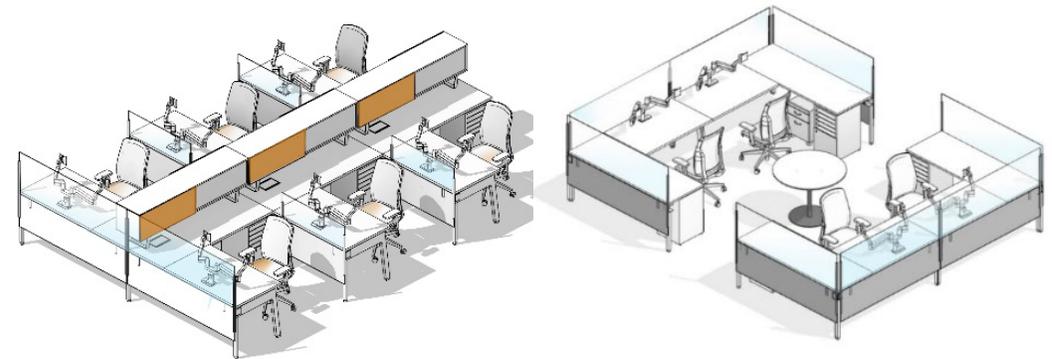
PLANNING CONCEPTS

The following are for illustrative purposes to give a sense of recommended space concepts. The actual components, storage and configuration of furniture will be finalized during the design phase of the project.



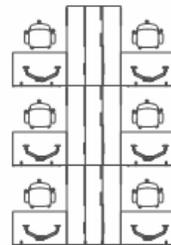
Office 100- 125 SF/ Person

Enclosed offices with space for an ergonomic desk and one to two guests. Add sit/stand functionality to further cater to the unique needs of individuals. Invest in low sound transference glass and construction methods to limit acoustic disturbances while increasing transparency.



General Workstation 36 SF/ Person

Open ergonomic workstations for one person with low panels that allow natural light but provide seated privacy are recommended. Sit stand functionality can be added to improve employee health and wellbeing.



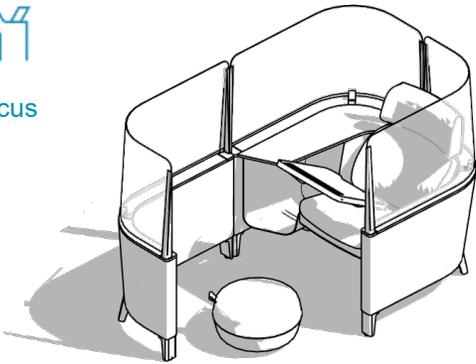
INDIVIDUAL WORKSPACES

PLANNING CONCEPTS

The following are for illustrative purposes to give a sense of recommended space allocations. The actual components, storage and configuration of furniture will be finalized during the design phase of the project.



Focus



Touch-Down Workstations

Touch down stations can take many forms and **support a variety of work** modes from a quick work session between meetings to the need for more focused time. Planning for a variety of touch down styles increases flexibility and the overall utilization of the office.



FOCUS ROOMS

PLANNING CONCEPTS

Images are for illustrative purposes to give a sense of recommended space allocations. The actual components, storage and configuration of furniture will be finalized during the design phase of the project.



Focus



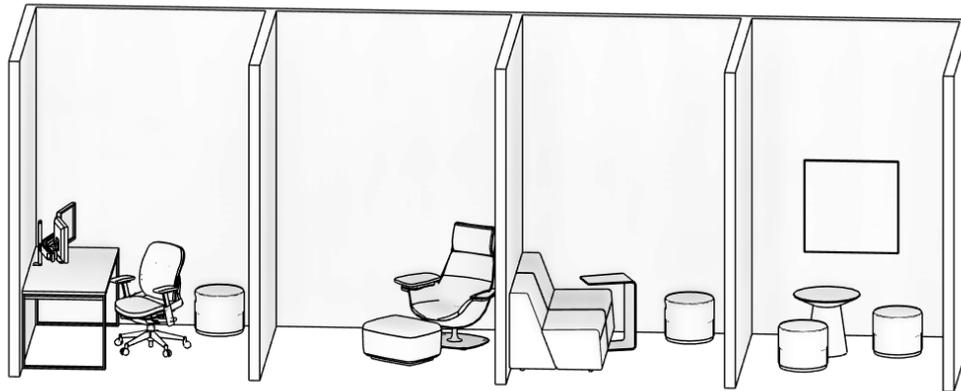
Innovate



Learn

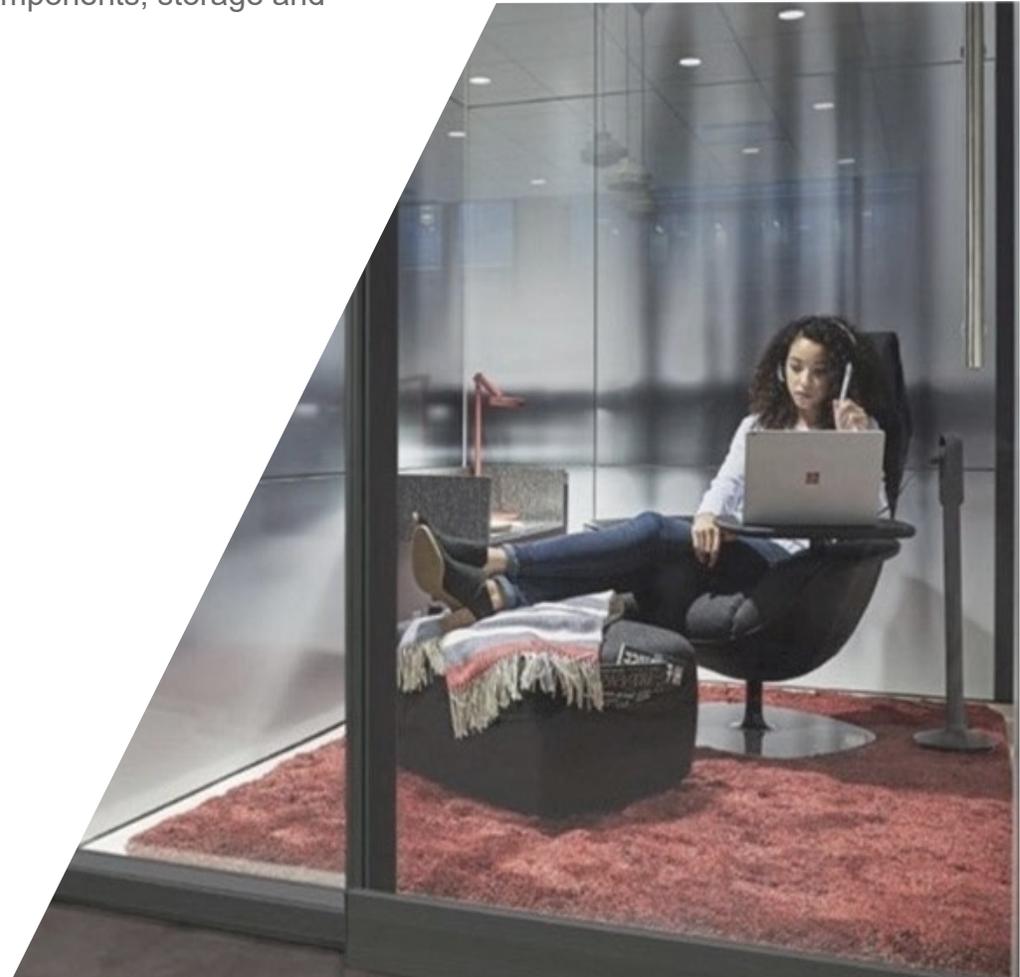


Restore



Focus Rooms

A small support space for deep focus, absorbing new knowledge, mentorship or restoration- these fully enclosed rooms feature acoustic partitions to ensure confidentiality and a distraction free environment. Consider a range of seating styles to accommodate the unique needs of individuals.



SHARED WORKSPACES

CASUAL COLLABORATION SPACES

Images illustrate proposed space concepts. Actual furniture will be finalized during the design phase of the project.



Connect

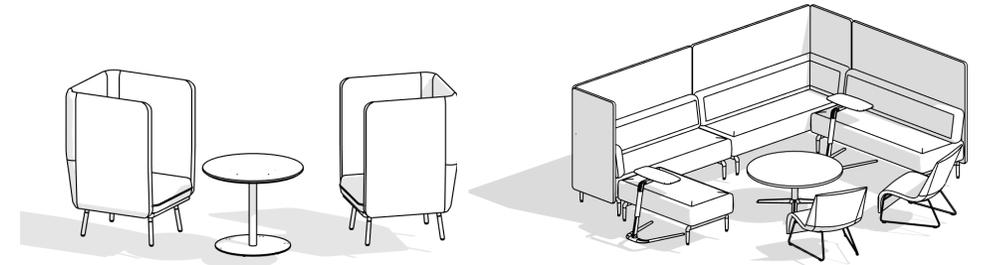


Innovate

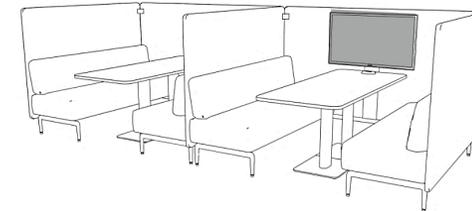


Restore

Informal, open, collaboration spaces support impromptu connections, team building and idea exchange. Spaces should make an impression and impact how people feel and connect with culture and brand. Locate throughout the floorplate, to support quick and easy break away sessions and in café areas to support human connection. Include movable laptop tables and charging capabilities to support a work anywhere mindset and increase function and utilization.



Sm Lounge Space



Collaboration Booth



MEETING SPACES

PLANNING CONCEPTS

Consider opportunities to **implement multi purpose design strategies** in amenity and engagement areas so that they function for collaboration and learning as well as social and team functions.



Use multi purpose **training room tables** and quality **modular walls** to allow conference rooms to be reconfigured to accommodate a variety of functions and group sizes.

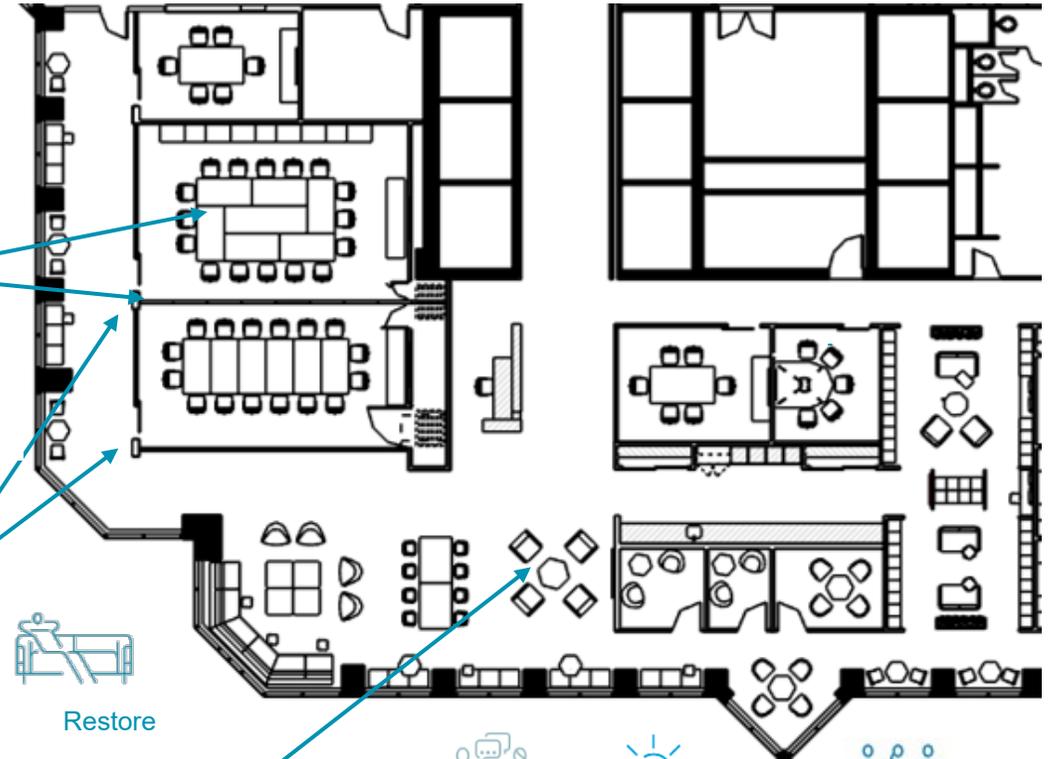


Collaborate



Learn

When fully retracted these rooms **open towards the lounge** to create a town hall / client event space.



Lounge areas multi-task as a reception lobby



Connect



Healthy



Innovate

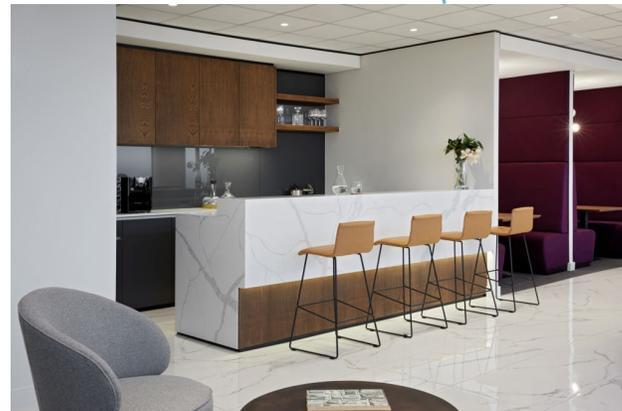
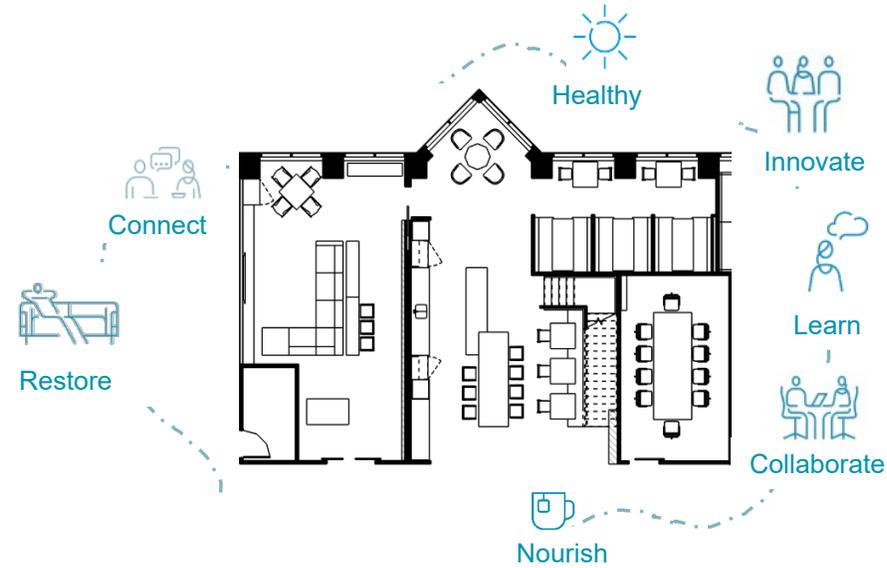
MULTIPURPOSE CONNECT SPACES

PLANNING CONCEPTS

Work Café

A welcoming space for nourishing, connecting, community building and collaborating. The work café includes a kitchen for coffee and tea making and storage of consumables supported by a variety of seating options such as traditional tables, counter seating, booths, a community table, as well as adjacent lounges, and collaboration spaces.

Ideally located in inspiring and active places, near windows with natural light and views to encourage utilization, and lots of supporting technology to increase multifunctionality.



Images illustrate proposed space concepts. Furniture will be finalized during the design phase of the project.

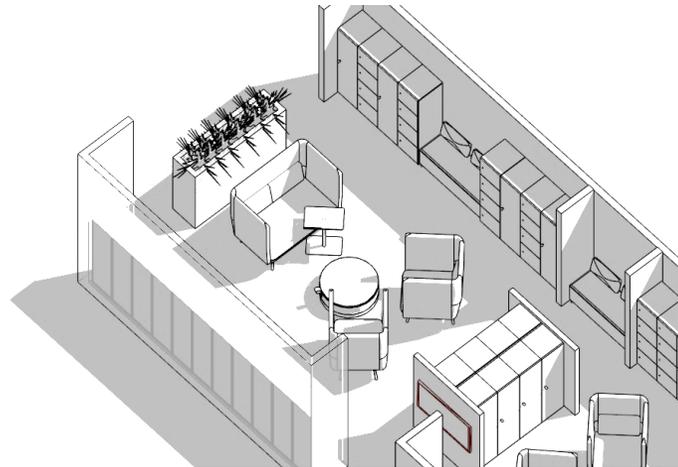
STORAGE

PLANNING CONCEPTS

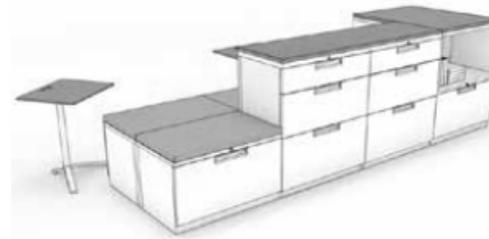
Images illustrate proposed space concepts. Actual furniture will be finalized during the design phase of the project.



Connect



Lockers Areas



Team Storage



Spaces for team or individual storage that can double as connection points. Include comfortable seating and consider additional acoustic treatments for nearby walls or suspended from above when placed near focus work.



07

APPENDIX



APPENDIX A

AREA REQUIREMENTS

This table represents the total square footage for the building if built on a greenfield site away from HOPA.

Acreage is approximate and depends upon the specific site.

Please note, on the Phillip Murray brownfield/greenfield combo site, we will utilize part of the existing facility for office, warehouse and garage as well as build a new smaller office building.

OSHAWA POWER - Head Office

Updated Summary - May 2023

OFFICE BUILDING:	Staff	Total NSF	USF	RSF	GSF
Department Space Requirements	149	7,750	11,626	13,369	14,038
Base Building Support		11,305	16,958	19,501	20,476
TOTAL OFFICE SPACE		19,055	28,583	32,871	34,514

	SF				
Warehouse Space					10,000
Garage Space					20,000
TOTAL WHSE + GARAGE SPACE					30,000

OUTDOOR SPACE:	SF				
Yard					60,000
Parking for Office Building (120 Staff + 10 Visitor)	325 per				42,250
TOTAL OUTDOOR SPACE				7.5	102,250

Assumptions:

- 1) Space Standards - Enclosed Office=150sf, Typical Workstation=50sf
- 2) All staff have assigned workseats, Field staff are unassigned and can use Hotelling while in the office
- 3) Staff Growth has been allocated at 2%/year for 10 years

Definitions:

- NSF = Net Square Feet
- USF = Usable Square Feet
- RSF = Rentable Square Feet
- GSF = Gross Square Feet

APPENDIX A

AREA REQUIREMENTS

This table represents the total square footage for the building if built on the HOPA site.

It includes a designated area of 8,000 RSF for tenants (HOPA and others).

The parking has been increased to accommodate approximately 40 additional tenants.

Land size of 5.4 acres was noted in the diagram provided by HOPA.

OSHAWA POWER - Head Office

Updated Summary - May 2023



OFFICE BUILDING:	Staff	Total NSF	USF	RSF	GSF
Department Space Requirements	149	7,750	11,626	13,369	14,038
Base Building Support		11,305	16,958	19,501	20,476
Vacant Leased Space for HOPA and Tenants (40 people)				8,000	8,400
TOTAL OFFICE SPACE		19,055	28,583	40,871	42,914

	SF				
Warehouse Space					10,000
Garage Space					20,000
TOTAL WHSE + GARAGE SPACE					30,000

OUTDOOR SPACE:	SF				
Yard					60,000
Parking for Office Building (160 Staff + 10 Visitor)					55,250
TOTAL OUTDOOR SPACE				5.4	115,250

Assumptions:

- 1) Space Standards - Enclosed Office=150sf, Typical Workstation=50sf
- 2) All staff have assigned workseats, Field staff are unassigned and can use Hotelling while in the office
- 3) Staff Growth has been allocated at 2%/year for 10 years

Definitions:

- NSF = Net Square Feet
- USF = Usable Square Feet
- RSF = Rentable Square Feet
- GSF= Gross Square Feet

LEADERSHIP INTERVIEW

Group/Department Name:

Building Location/Floor:

Attendee:

Date:

SECTION 1 –leaders only

BUSINESS CONSIDERATIONS

1. How does the OSHAWA POWER organization define success for the business and specifically your teams?
2. What percentage of your staff currently work remote/hybrid/in-office? Are you comfortable with the current arrangement?
3. How would you describe the OSHAWA POWER culture that your team works within? How is the culture built and celebrated?

TEAM DRIVERS

4. What are your overall Team Drivers/Goals? What are you trying to achieve?
5. Who would you consider to be your key stakeholders? (Internally/externally)
6. How do you think their overall experience is? Are there areas of opportunity for improvement?

SECTION 2 - answer with input from staff

WORKFORCE NEEDS

7. What is working for employees in their current workspace? (i.e.: Collaborative, focused, social spaces)
8. What do you think employees need/want in their future workspace?
9. How do you view the importance of a flexible work program (i.e., remote work / hours)?
10. What do you perceive as the challenges for your group at OSHAWA POWER today and in the future?

AREA REQUIREMENTS

11. How much interaction do your teams have with other divisions, departments, or external partners outside of the current location? Critical adjacencies?
12. What opportunities do you see for improving the functionality / utilization of the office (i.e., space entitlement, customer facing areas, and size or space types)?
13. Does your group have any specialty requirements outside of conventional office space? (i.e.: Warehouse, Garage, Outside Storage, etc.)

GENERAL COMMENTS

- 14.

Oshawa Power Questionnaire Response List

Group #	Business Unit	Department	Location	Department Leader	Questionnaire Response	Participants
1	Executive	Corporate/Administrative Staff	2nd floor	Lori Dafoe	July 27 2023	Lori/Martina Kirkwood
2	Communications	Communications	2nd floor	Jen McHugh	July 27 2023	Jen/Josh McCulloch
3a	Finance	Financial Planning & Analysis	Main office, 1 st floor	James Daguio	July 25 2023	James/Selvan/Annie
3b	Finance	Financial Accounting	Main Office 1st Floor	Navneet Malik	July 27 2023	NA
3c	Finance	Finance Regulatory	Main 1st floor	Lori Fillion	July 31 2023	Lori Christine
4	Customer Service	Customer Service	1st Floor 100 Simcoe St S	Ashley Pereira	July 31 2023	Ashley Pereira & CSR's
5 (12)	IT/Project Management	Information Technology	Tec Services Building	Maged Yackoub	July 28 2023	NA
6	Stores (Supply Chain)	Supply Chain (Store)	Stores/Warehouse Building	Scott Bernier	July 20 2023	Scott/Ryan McIntosh, Connor Magee/Arka Dutta
7	HR/Payroll	Human Resources/Payroll	2nd floor	Renee McFarland	July 27 2023	Renee/Tennisa Cadogan
8	Engineering	Tech Services – Engineering	Tech Services Department Building	Amir Altaf	July 29 2023	mike,Matt, Jeff, Lee, Aiyappa, Mike
9a	Distribution	Metering	Tech Services Building	Kent Fulling	July 28 2023	Metering - Mike, Iain, Sandra
9b	Distribution	Line Crew	Distribution Bldg./Field	Kent Fulling	July 28 2023	Line Crew - Chris, Jarret, Ethan, Ryan, Bob, Curtis, Charlie
9c	Distribution	LI	Distribution Bldg./Field	Kent Fulling	July 28 2023	Li - Greg, Tony, Michael, Cody, Gary, Jared, Graham
9d	Distribution	PME	Distribution Bldg./Field	Kent Fulling	July 28 2023	PME - Eric, Derek, Allen, Brian
10	H&S/Fleet Facility	Health and Safety	Distribution Bldg.	Wade Rowland	July 28 2023	Wade, Matthew
11	Control Room	Control Room	Tech Services Building	Kent Fulling	July 28 2023	Control Room Scott
Included in #5	DB Group	Broadband	Tech Services Building/Hybrid/1 desk 2nd floor	Maged Yackoub	July 28 2023	NA
13	EF Group	EnerFORGE	Hybrid (1 office and 1 desk at 100 Simcoe)	Doug Proska	July 28 2023	Abraham, Mathi, Jerry

Section 1 Responses (Leaders) - Business Considerations

Group	Business Success <i>How does the OSHAWA POWER organization define success for the business and specifically your teams?</i>	1 % in Office <i>What percentage of your staff currently work remote/hybrid/in-office?</i>	2 Hybrid Arrangement <i>Are you comfortable with the current arrangement?</i>	2 Culture <i>How would you describe the OSHAWA POWER culture that your team works within?</i>	3
1 Executive	Good Value for customers and Shareholder Ensure that Executive Team is prepared to make decisions and has all the information necessary for them to succeed Ensure that the board of Directors is prepared for meetings and that they have the information to provide oversight Manage calendars for Executives and keep them on time and on track and ensure they are prepared for those meetings	95%	Primarily in office, but with the ability to work remotely Comfortable with the arrangement – WFH is good when specific high-focus tasks need to be done Would like to see 1-2 days remotely for both staff – this would enable reports and tasks that require high concentration to be done in a quiet area without distractions	There has been a lot of change within the last year – complete new leadership team. The culture used to be one of everyone for themselves and no teamwork. Now, there is a team atmosphere where everyone works together to accomplish outcomes they can be proud of. We now have the staff required to do a good job. We are still busy because we are a small and agile company, but we are being set up to succeed.	
2 Communications	Communications is seen as a lever for successful implementation of the strategy and departmental business plans	60%	3 days in and 2 days remote	Collaborative – we have a good team dynamic. We want to continue this approach. Social activities – BBQ, Golf Tournaments, Christmas lunch/dinner and various small gatherings.	
3a Finance (Financial Planning & Analysis)	Business: Providing constant flow of electricity to the residents and business operators of Oshawa. Secondary Business Success: Paying annual dividend to the city. FP&A Team: providing accurate financial information for the stakeholders so that correct decisions can be made. Ensuring budget leads are accountable for spend and assessing all investments (spend) increases the bottom line.	80%	20% (1/5 days). I'm comfortable with current arrangement. There is a need to be in office (Year-End/Audit/Month End), black-out periods are required. A 1 or 2 day WFH scenario is possible if we can hold the team members accountable.	I am biased but I think finance in general has a good culture. I believe a driver of the culture is the in person interaction. With many new faces, in person interaction is necessary to develop trust and alignment. Oshawa Power as a whole has a siloed culture. There are times when I do not see other department personnel for weeks. As much as I try to meet everyone, I am guilty of not being able to put a face to a name. It's likely there are team members across other departments that have a similar problem. Having departments scattered across 4 buildings contributes to this division and being siloed. If we can have a workspace where everyone walks through the same door and can have a conversation that would help with the process. Also, having departments integrated with each other (maybe open concept office layout) would help. Example: This would make it easier for my team to verbally ask questions vs. sending an email to a person 30ft away in another building. The BBQ was a great way to build culture. Monthly town halls may help with getting everyone in a room and communicating with each other. In my past work are town halls required you to sit with someone outside your department. Within finance, we try to celebrate bdays and other events by going out to lunch.	
3b Finance (Accounting)	Maintain dividends for the stake holders, compliance with OEB regulations, and compliance with audit and industry standards, providing shared accounting services to all the regulated and un-regulated companies under Oshawa Power & Utilities Corp umbrella, co-ordination with all the departments in the company and improvement in business processes.	80%	All the team members are working 1 day per week remotely. Black out periods for staff working from home at month end, quarter end and year end. Yes I am comfortable with staff working 1 day from home.	Most of my team is unionized. We celebrate team success with after completing year-end audit team events, retirement lunches, birthday celebrations, employee milestone lunches etc.	
3c Finance (Regulatory)	Deadline driven department. The ability to focus on submissions, attend regulatory calls with outside organizations to stay abreast of changing regulatory requirements, remain in compliance and meet deadlines.	80%	We both work remotely on occasion. Would like to move to a more widely accepted hybrid model (part week in office). Very comfortable with remote/hybrid arrangement.	Our team of two works together to complete submissions and meet our goals. We are a true team. We build this collaborative team work culture by always remaining supportive, being available for questions and guidance as required, being flexible with work arrangements and celebrating each other for completion of a task and a job well done. Feedback is requested and provided. Building a team requires providing team members with the autonomy to complete their work while always remaining available for coaching and guidance. Current culture within CS is quite negative despite recent culture shift across Oshawa Power to re-invigorate a positive work environment across all departments.	
4 Customer Service	Customer Experience Ensuring customer satisfaction and striving for First Contact Resolution with his customer interaction Modernizing the customer experience to enhance more self-serve options	100%	100% work in office currently. With new phone system and working with IT, we would benefit from a hybrid model. This would alleviate need for excess space in Customer Service.	A strong mentality of the past was “better” and unable to accept change	
5 IT/PMO -IT -DB	1)Technology is transparent to all employees and customers – it's simply an enabler 2)Technology group is a business partner and solutions provider for the organization	60%	About 25% are 2 days/week hybrid – yes, comfortable	Very collaborative culture built from the top down. We celebrate individual and group accomplishments as a group regularly.	
6 Stores (Supply Chain)	Available stock for projects, prompt purchase orders, ability to source a wide variety of goods and services. Provide a link between other business units and the market.	100%	0%/0%/100%. I am comfortable in this situation. However, it would be fine to have a hybrid model for the manager and buyer role 1 or 2 days per week. We need the inventory/stock keeper and student roles to receive and issue materials daily. The entire team will not be able to work remotely or hybrid. Having a buyer that could be able to work remotely occasionally would be a benefit.	We are small but strong team. Able to provide excellent service. We are proud of the work we do and work closely with suppliers, internal customers and other stakeholders.	
7 HR/Payroll	Oshawa Power defines its success by delivering safe, sustainable and reliable power to their customers and through collaboration, open communication and listening to the needs of their employees, maintain a harmonious and engaged workforce.	90%	Only a small percentage of office employees are able to work in a hybrid work model. I would be more comfortable if all office employees could maintain a 2/3 day hybrid work schedule to promote work/life balance and flexibility.	“Every organization must define their future of work to unlock growth and avoid the pitfalls of waiting to see what the future holds”. Therefore, to promote and sustain talent management, I believe in delivering a flexible working strategy that will enhance employee attraction and retain top talent. By having an open door policy, actively listening and creating a safe environment where all levels of the organization are encouraged to share their ideas, bring concerns to the table and have open discussions with the leadership team.	
8 Engineering	<ul style="list-style-type: none"> Promote inclusion and diversity and build a cooperative team Provide safe and reliable power to our customers at competitive rates. Work with city and regional authorities to work towards the betterment of Power Distribution Network for the city of Oshawa. Provide accurate estimates for large customers and capital projects development. Ensure the projects get completed within the budget and timeline. 	0%	<ul style="list-style-type: none"> Full strength (100%) of my staff are currently working from office 5 days a week. I am comfortable with the current however, I prefer to have hybrid option available so that anyone can take it as per their own need. 	<ul style="list-style-type: none"> My team culture is very well collaborative. Everyone likes to work in a team and do work independently as needed. Respect the diversity and inclusion and other's opinion. 	

9a	Distribution (Metering)	Completion of capital and O&M on time, on budget Maintain excellent level of reliability to customers Respond to all inquiries/outages/customer requests and issues in a timely and productive/safe manner	95%	1-5% Comfortable with this as most staff are required to attend the office (outside workers, Operations)	Culture is extremely important Current culture is great – teams work well together and will other departments
9b	Distribution (Line Crew)	Same as above	Same as above	Same as above	Same as above
9c	Distribution (LI)	Same as above	Same as above	Same as above	Same as above
9d	Distribution (PME)	Same as above	Same as above	Same as above	Same as above
10	H&S/Fleet Facility	Oshawa Power and that all teams understand and follow safe practices	0%	We don't follow remote/hybrid at this time It is possible to implement hybrid when necessary to support flexibility	The team needs to trust each other, so it's a close culture of support. Regular meetings, gathering, social events after work at times, and company events such as team lunches, etc.
11	Control Room	See Distribution	See Distribution	See Distribution	See Distribution
13	EF Group	Success is driven by our financial performance, KPIs and relationship with our customers we serve within the energy and services lines include district energy systems, wind, solar, biogas and EVs.	25%	75% of the team works remote/at our operational sites. 25% is Hybrid at approximately 2 days per week. Yes, the dynamic is conducive to providing our services and direct relationship with our customers by operating primarily at work sites and flexibility of hybrid to be efficient in our execution and strategy.	The culture is continuing to evolve and promote collaboration and shared ideas. For our team specifically working primarily with the finance shared services group is finding ways to set clear roles and assignments within to promote excellence.

Section 1 Responses (Leaders) - Team Drivers

		4	5	6
Group	Team Drivers/Goals	Key Stakeholders	Work Experience	
	What are your overall Team Drivers/Goals? What are you trying to achieve?	Who would you consider to be your key stakeholders? (Internally/externally)	How do you think their overall experience is? Are there areas of opportunity for improvement?	
1	Executive	Ensure that the new Executive Team has what they need to succeed. Ensure that reporting is complete and on time and meets the requirements necessary for the Exec. Team and the Board. Ensure that Admin. staff are set up to succeed in their position – good communications, teamwork and positive environment.	Executive Team, Senior Management, Board of Directors All Employees External stakeholders – community, customers, City of Oshawa	There is always room for improvement – but in general working together for the last 4 months has seen constant improvement and sharing of responsibilities. In general, I think that the experience is good and am certain that it will improve.
2	Communications	Clear communications that support staff, board, customers and shareholders Communications and activities that support a culture change that is taking place at OP.	Customers Staff, Board and Shareholder Media and Community partners	Experience is improving overall with clearer communications Digital communications improvement (in progress) Board reports are clearer and providing more context – it's better
3a	Finance (Financial Planning & Analysis)	FP&A Team goals: provide accurate financial statements and analysis insights into the numbers to help decision makers Help the non-financial person understand financial KPIs and objectives.	Externally: Residents of Oshawa Business Owners in Oshawa KPMG (audit) TD Bank City of Oshawa Loan provider (Equitable, Norfund etc.) Internally: The Executive Committee – Financial analysis Management team – financial guidance All employees – FP&A has a fiduciary duty to make sure the company keeps	My team is entirely new and trying to navigate but its hard to make sense of anything when information is siloed. We can improve by enforcing in person interaction vs. the email/messaging to someone in a building a few feet away.
3b	Finance (Accounting)	Health & wellness, accountability, quality of work done are the main goals of the team, we try to achieve various monthly, quarterly, yearly deadlines by coordinating with other departments, team meetings and continues improvements in business processes.	City of Oshawa, auditors, boards, Oshawa customers - commercial, industrial and residential.	Overall it is working fine. Automation of various processes will make the experience better.
3c	Finance (Regulatory)	Succession planning -> training and passing down knowledge, completing submissions to remain in compliance with external agencies/regulator, streamlining and improving processes and working towards proactively accomplishing tasks.	All departments internally from a compliance perspective, OEB, IESO, Ministry of Finance.	I truly believe that our newest addition to the Regulatory department is eager to take on this role and feels supported in completing assigned work. Regulatory is a rapidly evolving space in the industry. Staying on top of the many new initiatives is a challenge that we continue to work on. As a team, we are working towards defining our roles in order to become more effective and efficient. We continue to work towards developing our reputation as a valuable source of information and support across the organization.
4	Customer Service	Positive culture Collaboration Customer Success	IT Finance Customers Metering	Areas for improvement: Allowing for an environment of collaboration, promote positive experiences, employee achievements etc An environment that facilitates a modern approach, build relationships, eliminate silos.
5	IT/PMO -IT -DB	1)Technology is transparent to all employees and customers – it's simply an enabler 2)Technology group is a business partner and solutions provider for the organization	The entire organization	Overall experience is positive, but still isolated from the rest of the org. Team-building mixers would be beneficial to bridge departmental gaps.
6	Stores (Supply Chain)	Update GP to allow POs in system providing better visibility and reporting. Automate PO requisition to streamline and speed up requisition process. Provide a strategic sourcing program for Oshawa Power focusing on high dollar spend and inter-department opportunities. These are the three top goals for the department for 2023.	Internally – Distribution (crew), Accounting/Finance, and Tech Services. Stores also manages the purchases for all departments (centralized purchasing) therefore requires close proximity to everyone dealing with external suppliers. Externally – Suppliers	Stores is a vital part of the company. Distribution requires material daily to maintain the system and work on the infrastructure. Stores provides tools and equipment as well as safety and other consumables. Sometimes the store becomes a central location for other groups to meet and congregate, we are working on improvements to reduce the time people are in stores. The team is very small, one buyer, one inventory clerk and one student. We are able to handle the current workload but as the company focuses on making strategic sourcing decisions, we need to look at bringing on additional people to cover off the increase in workload. An estimated 1-2 additional people would be required to cover the additional RFP workload. Having all POs in the system will provide better reporting, visibility and accuracy for the company. This will require additional resources to maintain purchase orders including requisition creation, PO creation and receipting. By removing the summer student and posting a full time stock keeper role, the team to enter all POs not currently entered in the system, approximately 75% of the POs last year. Over 500 POs created and entering these all into the system would increase the daily workload by approximately 2 hours per day. Supply Chain as a revenue source. By aligning with the business units, we can find opportunities (e.g. EnerFORGE) to generate additional revenue by
7	HR/Payroll	Be a trusted and credible business partner that delivers timely and consistent support to create and establish a culture of collaboration integrating the business strategy with people management practices.	As the Director or People & Culture, my key stakeholders are the people who have an interest or influence in the organization's goals, culture, and performance including the board, the leadership team, employees, customers, partners, councils, regulators, unions and community groups.	Bringing together a brand new leadership team in 2022/23 provides us with the opportunity to develop new practices, eliminate bad behaviours and create an exciting and engaging experience for all employees.
8	Engineering	More proactive collaboration with all stakeholders particularly with City/Region to better forecast capital project budget. Provide more accurate estimates on customer driven jobs. Achieving more control on projects by effective tracking of scope, cost and time.	Internal: Distribution (Overhead lines/Underground), Operations, Finance, Customer service. External: Region, City, Large customers.	I believe the overall customer experience is good. More details can be found by looking at latest customer experience survey if we have. More robust Geographic Information System (currently in process), increase the distribution automation and asset management practices
9a	Distribution (Metering)	Great reliability and service for our customers Completion of Capital Completion of Maintenance Plans Continually attempting to improve process/productivity	Externally – City, Region, other utilities (Cable, Gas, Water etc), Developers, Civil contractors, our contractors Internally – Customer Service, Communications, Finance, Engineering, Senior Leadership	Overall Experience is great ☺ Lines close to Control Room Engineering close and available Areas for improvement – Better flow of materials to trucks (larger warehouse, warehouse close to vehicles for loading, pole yard at the same location
9b	Distribution (Line Crew)	Same as above	Same as above	Same as above
9c	Distribution (LI)	Same as above	Same as above	Same as above
9d	Distribution (PME)	Same as above	Same as above	Same as above
10	H&S/Fleet Facility	Team supports the Safety Training for inside and outside staff Group meetings to review incidents and near misses along with We do this by implementing policies, onsite safety training and site visits to support best practices	Contractors Inside staff	Overall experience with Oshawa Power is good Create more spaces to support socializing together with all staff
11	Control Room	See Distribution	See Distribution	See Distribution
13	EF Group	The team is looking to improve the relationship with our clients and continue or expand on our existing contracts. We are looking to develop a go forward strategy to drive value and sustainability for the company.	Internal: Shareholder, Board, CEO, CFO, Finance Team External: Customers with contracts Local government and customers Prospective customers Suppliers/Vendors	I think the internal team has seen significant improvement over the last 8 months with respect to experience. There have been substantial projects secured which will allow for the runway for future developments. Improved organization in tasks and execution. There is a gap in documentation for projects and clear schedule of deliverables. The team is meeting their objectives but there is opportunity to shift from a firefighting approach to a more planned and documented approach with new tools and procedures.

d Section 2 Responses (Team) - Workforce Needs

	7	8	9	10
Group	Current Workplace Working Well	Future Workplace	Importance of Flexible Work Program	Work Challenges
	<i>What is working for employees in their current workspace? (i.e.: Collaborative, focused, social spaces)</i>	<i>What do you think employees need/want in their future workspace?</i>	<i>How do you view the importance of a flexible work program (i.e., remote work / hours)?</i>	<i>What do you perceive as the challenges for your group at OSHAWA POWER today and in the future?</i>
1 Executive	Love the Brightness (windows and natural light) and ability to control the brightness, dual monitor set up, Adjustable Workspace (chairs, desks etc.) that can be tailored to individual needs/requirements (whether it be for ergonomics or other) Although, the meeting rooms are spacious and functional, they should have better "noise-control" people sitting in close proximity outside the room can hear everything	Adjustable chairs/desks that can be tailored to individual needs/requirements Natural light with windows More meeting/collaborative spaces Noise control (not able to hear your next door neighbour's (phone) conversations / keystrokes; or interactions in meeting rooms – it is currently hard to concentrate as cubicles have been placed in hallways due to lack of space – cubicle barriers floor to ceiling may help with noise reduction A calming area/room to get away from work area that does not necessarily require people to leave the building (sit and read or visit with coworkers)	Flexible work programs are great, and benefit both employer and employee Remote work allows employees to focus on a specific project with potentially less interruptions	Currently, the executive Assistant and the Administrative Assistant are at opposite sides of the building. Sitting closer together where they can work more collaboratively would be better. Sometimes, the way seating is set up it is difficult to have confidential calls or meetings.
2 Communications	Current space has an ergonomic lift desk that supports movement Natural light from two sets of windows is good for mental health Open space to be collaborative with peers is necessary for project work and building relationships	More natural light More meeting spaces Hoteling options Large enough meeting room to gather for all-staff meetings and events	Flexibility is important to ensure life and work can co-exist easily – so very important	Output and ability to manage projects in a transparent manner Knowing who is who in the work environment
3a Finance (Financial Planning & Analysis)	What's Not Working: Compartmentalize No shared spaces that allows us to collaborate Lunch spaces to collaborate/socialize Enable relationships to build Putting a face to the name Lack of technology use Outdated systems Unable to unlock value from current systems What's Working: Support from other co-workers Great leaders Finance team works well across all functions (accounting, FP&A, Regulatory)	More meeting spaces for smaller groups Cubicles to close together, want a bit of separation Preference to be together with current teams vs. integration with other teams Preference to have the exec team around Gym – will encourage healthy activity and result in engagement Basketball court Parking lot needed so that there is no separation between management and "other employees" EV charging stations Preference for walkable distance to food or cafeteria	Very important: work/life balance = better performance at work should be flexible in workplace Flex start time and end time Use of technology (Microsoft Teams) How to do you ensure accountability (James added this question)? Meeting deadlines Ensuring all groups provide material within the timeframe Setting up hard deadlines/non flexible	A lot of people leaving company – lost continuity Ensuring the current team (all of finance) will stay intact Constant turnover Learning curve for all the new companies and learning how to work with the team Training is lacking, thrown into the fire Roles and responsibilities are blurry Do not know what I am doing? Clarity on role? Helping out with objectives/tasks that should be under other roles/responsibilities Onboarding process A lot of Safety onboarding Lack of HR onboarding Policies were not presented (fitness and virtual) Safety concerns – current area does not allow for breaktime/walks at lunch HVAC system not working – hot/cold in different areas Flow of information between departments Financial Deadlines are tight Need transformation projects to be executed and completed to assist with financial plans Current: Safety is main challenge, feel unsafe walking around the office as well as pulling in and out of the parking lot, old building. Future: onsite free parking space, lunch room/ cafeteria, fitness room, outdoor picnic area, designated smoking area, vending machine with healthy snacks.
3b Finance (Accounting)	Separate and quiet working area is currently working, having Finance team separated from customer services and other social working areas keeps the team focused.	Quiet setting- decent sized cubicles, standing desk but not the one which sits on the	Work life balance is important, for now 1 day work from home is working fine but more than one would be better.	Future: onsite free parking space, lunch room/ cafeteria, fitness room, outdoor picnic area, designated smoking area, vending machine with healthy snacks.
3c Finance (Regulatory)	Offices – the ability to attend virtual calls, focus on complex tasks and collaborate without disrupting others.	Ability to focus without distractions. Access to a kitchenette area close by for coffee/tea/lunch storage. A nicer lunch room	Very important. Some work requires intense focus that is more easily achieved when working remotely. We all have appointments or others to care for at times – remote or flexible work arrangements allow for emergency child care, appointments at lunch, or attending a late meeting from home.	Access to information needs to be electronic – moving away from a paper based environment. Sharing of information. The general work environment can seem unsafe at times. Working on site after hours does not seem safe.
4 Customer Service	Collaborative environment, good support system. Coffee machine Bottles of water Closing of door to customers, only can call in to get customer service Appreciate cell phones at desk Can eat at our desk Printer setup works well close proximity to agents As a part timer, appreciate flexibility. Wallboards Personal (individually assigned) desks Organized by business unit/group (If I need to speak to a certain group, I go to that part of the building) Various sizes of Meeting rooms to accommodate different types of meetings Distributed Fridges/Kitchens/Kitchenettes rather than one central lunch room – ensures there's always space to put lunch in fridges. Close to lots of restaurants to get food at.	Whole sit stand desk option. (Proper ergo setups – chair, keyboard etc) Dual monitors (as currently have) Headsets (functional) Factoring in noise levels – WFH once in a while because when we don't feel well Blinds/manage the glare Windows, allow for open feel Flexibility in workspace within building (i.e. do work from different areas in the building, like a lounge space) Sound dampening so we do not hear each other on calls. Work-related Private spaces for employees to use for private conversations or phone calls, quick private meetings Lots of small collaboration rooms throughout with screens/whiteboards Should have privacy options (frosted glass?) Good cell phone signal throughout Sound insulation between workstations so multiple remote calls don't clash White noise in office Sit/Stand desks for all stations Lots of Whiteboards throughout office ("every wall is a whiteboard") for impromptu meetings/collaboration Lots of power outlets throughout office Lots of windows & natural light At least one large all-staff-sized meeting room with smartboard/large screens, sound, etc... Sufficient warehouse space for all business lines (separate area for DBB materials) Outdoor space for working outside on occasion Other A lunchroom that all employees can use. Cafeteria with healthy food options (at least coffee/bagels, etc.) Can we attract different caterers/businesses to set up shop on a rotation for employees to purchase food? Food court if it's a shared facility? Fitness Facility (Gym) Prayer Room/Medical room/nursing station (bed, medical supplies, etc..) [Quiet rooms] Common room for employees' downtime/breaks (Ping Pong, pool, foosball, Arcade, TVs) Basketball nets in the parking lot for lunch time pickup – good for team building Outdoor seating/patio/bbq area	The odd day at home. Would like to have option to have some time to work from home. Not completely at home. Flexible work hours – come in earlier, 7-4, (with support from IT) Workforce management to allow for flexibility in shift	Nearby kitchen (functional stove/ fridge options) Nicer cafeteria, lunch option with lots of windows. – outside patio to enjoy An option for a room to go into to dim lights, "quiet room" on breaks, especially after a tough call etc. Unpaid Parking for all employees Vending machines that work
5 IT/PMO -IT -DB			Extremely important to maintain work life balance and have effective presence.	DBB group is very noisy, fast paced and collaborative. Need to manage disruption to others. DBB OP server rooms should be separated by walls or at least space – separate security and functional requirements. Need to have enough server room to grow Need to have potential to further segregate server rooms – eg. CoLocation services.
6 Stores (Supply Chain)	All close in quarters. We can talk across the desk. We have our own lunchroom/meeting room. Stores is a little isolated from other departments.	Natural light, space for extra seating in cubicles and offices to allow for team meetings and cross training if needed, space for meditation, standing desks, fitness facilities.	Team would support remote work where possible. Department manager and buyer would be able to work remotely when required but would require some technology (Buyer computer currently a desktop). However, this would need to be one or two days per week as a maximum due to volume of the requirements for additional support for serving customers and receiving materials throughout the year over.	Change management. Historically, very important changes affecting employees happened quickly and with minimal communication. The company is working on improving communication but this will continue to be a challenge. Technology not up to par. The company has limited knowledge on Great Plains and still requires external consultants to help facilitate changes. There are vital improvements to the system including adding PO to the system, cleaning up the vendor master and part master files and the department and others within the company are not confident in making these changes without assistance. Expectations need to be set on current capabilities of a small team.
7 HR/Payroll	Small offices/cubicles with little light or space.	Natural light, space for extra seating in cubicles and offices to allow for team meetings and cross training if needed, space for meditation, standing desks, fitness facilities.	Flexible work is very important, it helps employees manage stress, increases work-life balance, and reduces absenteeism. Employee are more focused and engaged at and helps to manage obligations outside or work.	Lack of transparency in leadership Lack of employee recognition Lack of collaboration and engagement Lack of trust and communication within the teams (Withholding information from each other)
8 Engineering	a)The current work space is collaborative however if more space is provided, that would be helpful. b)The team would prefer everyone including co-op students sit on the same floor.	The technicians need space to accommodate more people, a decent sized table to discuss the layout plans internally and with external departments, space for large printer, storage cabinets/ lockers. For Engineering staff, cubicle arrangement is preferred along with a decent sized table to review the drawings and layouts.	a)Most of the staff would like to see the option of flexible work program i.e. 1 or 2 days/ week from home. Whether they will follow the schedule regularly or not is dependent on the individual's situation.	Today: Less storage, not all department sits in the same area, no separate meeting table Future: More staff which will require proactive space planning.
9a Distribution (Metering)	Meter shop was one building and at present time, one room in basement •Sunlight Quiet work space	Ground Level Meter Shop •Sunlight Quiet work space	Important Ability to have the option	Not aware of location to comment

9b	Distribution (Line Crew)	Indoor truck parking Lockers/showers Pressure washer / Air tank Lunch Room Stores is working well with us and the guys in Stores	Indoor Truck parking Big Lockers to store all gear/showers Rest area for after hours (cot – sleeping area) Safe/secure parking for on call and personal vehicles • Couple of cots (sleeping area) for on call Bigger locker/change room Vacuum for trucks Bigger parking lot More trucks Ice Machine/Ice Maker Fuel back in house Lounge area Indoor heated shop Fitness room Workout area (Gym) Truck cleaning/detailing area Vacuums/pressure washer Boot wash station Car lift for maintenance Wash bay All material in same place as poles, transformers Mechanic on site More showers Weight lifting/fitness room More bucket trucks Personal parking separate from fleet parking Multiple gate access 24 hour security 24 hour control room • Gym More showers Commerical boot/clothes dryer station Bigger garage Sleeping space Kitchenette Separate showers/locker rooms/bathroom N/A	N/A	Unknown as do not know location Prefer a central location in Oshawa • Where is the location What is the 5 year plan What is the future of Oshawa Power When is the building happening Less work contracted out When do we move
9c	Distribution (LI)	Trucks parked inside Individual locker space	Similar set up, perhaps more shower space or locker room space to get ready	N/A	No money to do what needs to be done When will the move happen We would like an opinion on it Visit other utilities set up for thoughts Most new construction (current/future) will be in the North End
9d	Distribution (PME)	N/A	N/A	N/A	N/A
10	H&S/Fleet Facility	Collaborative – they have a large distribution room where they gather each morning, used for training, meetings, eating lunch and socializing They have their own locker space for their work clothes to change into and out of	Similar set up, perhaps more shower space or locker room space to get ready	N/A For the outside lineman, it's not possible to work remotely, however working 4/10s during the summer is ideal to support work/life balance For training and safety and facilities, having the option to work remotely when needed is a positive step forward.	N/A As Oshawa Power's inventory of fleet and materials grow, having the appropriate space will become an issue Learning spaces to ensure training can take place
11	Control Room	The current Location is working	Gym/Drying Room/Laundry facilities	N/A	Space Travel time to work locations
13	EF Group	The structure is working well, employees are easy to reach and known where and what they are doing on a daily basis from commination and meetings. With the group primarily remote teams is a critical component in quick meetings being arranged faster than walking to someone else's desk.	Offsite – operators may need additional equipment to work on EnerFORGE activities which is separate from the operations computers for the associated plants. At office – access to small to medium rooms for discussion project updates.	N/A EnerFORGE being primarily operating contracts it is critical for majority of employees to be remote or at operating sites. The balance of staff the flexible work program is critical to allow for optimal work life balance to bring energy and vigor into their daily activities.	Rushing strategy without the proper due diligence. Signing contracts without the right staff or coordination. Bandwidth to deliver on our current project portfolios while developing the future strategy and business. Governance dynamics from internal and external groups.

Section 2 Responses (Team) - Area Requirements

	11	12	13	
Group	Critical Adjacencies/Interactions	Office Functionality/utilization of office	Special Requirements	
	How much interaction do your teams have with other divisions, departments, or external partners outside of the current location? Critical adjacencies?	What opportunities do you see for improving the functionality / utilization of the office (i.e., space entitlement, customer facing areas, and size or space types)?	Does your group have any specialty requirements outside of conventional office space? (i.e.: Warehouse, Garage, Outside Storage, etc.)	
1	Executive	Beneficial to have Executive Assistant and Admin sitting in same general area that allows for accessibility, confidentiality and collaboration; with access to all office equipment to allow to work proficiently	Defined Administrative area, near Executive team to allow for effective collaboration Definitely workstations should allow people facing the doorway or office cubicle opening as opposed to their back facing	Yes, confidential document storage space. Board Meeting minutes, minute books etc. must be kept and never destroyed, (the 7 year rule does not apply) so there should be adequate, safe, secure storage for these files. Increased meeting room spaces – more soundproof
2	Communications	Overall – Communication is key to the organization's functioning in various areas – outlining the most engagement with teams below. Distribution (Linesmen): Communications and the distribution team work closely together, specifically in the event of storms, accidents and project profiling; the communications team piggybacks with the team to capture photos, document projects and activities and use them for customer education on our social media platforms.	Better collaboration spaces (meeting rooms of varying spaces) More customer spaces Utilized hoteling space for those that don't need daily access	None
3a	Finance (Financial Planning & Analysis)	Beneficial to have Finance team in close proximity to other departments Slim to none Email culture Need to be in person, virtual, periodic check ins? Other departments: in person at first to build rapport with other departments FP&A/Finance: virtual – can be done through teams/email If virtual office do you prefer off camera/on camera (James added question) Annie – On Selvan - Off	Annie: Preference for dedicated space Selvan: Preference for dedicated space Afraid that with a hotel arrangement will not be able to collaborate Office not necessary to do work Require meeting rooms to collaborate More windows and plants Gym/exercise equipment Basketball court	None
3b	Finance (Accounting)	Team deals mainly with internal departments such as customer service, control room, distribution and stores. Interaction includes both emails, meetings (both in-person and virtual) and in-person visits by the individuals from various departments to drop invoices, cheques, cash and miscellaneous documents.	One extra space required as Finance department always hire summer student for 2-3 months. Quiet setting- decent sized cubicles, standing desk but not the one which sits on the desk and use all the desk space (possibly electronically controlled), climate controlled, and privacy setting for finance department, customize light setting for each desk/ area, no carpet, natural light. Air purifier, humidity controlled building, ladies washroom fully equipped with modern hygiene facilities, stalls/ door in the ladies washroom to the fenced area meeting areas for teams.	Storage space required to store 7 years of finance documentations and quiet time rooms
3c	Finance (Regulatory)	While we interact with many departments, being adjacent to others is not critical.	Open concept does not work well for Finance/Regulatory related functions due to complex nature of the work. Sound barriers would be critical in open concept areas. Get away from Current environment outside in the neighborhood, a better feeling of security being away from this current area.	None
4	Customer Service	Communication with Distribution/Tech Services (Laurie Stevens), Sandra- metering Moe/Ron – single phase metering team IT closer proximity	None	Ample storage Mail room Keep the coffee close A place to hang your jacket rather than your chair Wheel chair parking for employees. Elevator /accessibility Gated (secure) parking
5	IT/PMO -IT -DB	Lots of interaction throughout org. No specific critical adjacencies	None	There is a strong need for the stores and pole yard to be in one location. The current state creates a lot of additional juggling and low service. The crews are currently taking transformers and dropping old transformers with sheets of paper to record the transaction. This leads to inaccuracies due to lost sheets, crew forget to complete sheets or they are missing vital information. There is still a need for an outdoor forklift to be able to handle the larger transformers and poles. Currently, we rely on outsourced digger and occasionally cranes to handle the larger equipment. This is an additional cost for the department. In addition, as a safety concern, the stores team uses the indoor forklift on the road to receive skids of materials, even during the winter months. There is a need for a high ceiling warehouse, access to garage and outside storage for poles and large transformers. There is a need for a large bay door(s) and proper loading dock. Perhaps a dock with a ramp and one for transport trucks that can accommodate different trucks delivering. If the outdoor area can be fenced off and only give stores access, the team can ensure we pick the correct transformers for the jobs and properly account for the old transformers.
6	Stores (Supply Chain)	We meet with suppliers on site occasionally. These suppliers need access to the department without having to cross multiple departments and buildings. The department needs to be close to distribution, tech services and accounting/finance.	There is a shortage of meeting rooms. More but smaller meeting rooms would be helpful. Meeting rooms are booked that can hold 20+ people for less than five people regularly. Our department currently has its own meeting space but other departments do not have this. The lunchroom is large and typically, only four or five people use this space for lunch. It is a multi-purpose area but the current configuration and separation of the buildings does not allow the various departments to have lunch together except for special events. One lunchroom in a central location available for everyone so people do not have to go outside to get to their lunch would be great.	
7	HR/Payroll	Minimum interaction	Increasing office space to allow for larger group meetings and internal cross training.	Yes (need more information here)
8	Engineering	A lot of interaction is required with almost all stakeholders. In particular, site visits with customer, regional authorities and internal departments such as Distribution and Operations.	One large space for the whole department including accessories such as meeting table, printer/plotter placement and storage.	Not outside storage but definitely need insider storage room/cabinet.
9a	Distribution (Metering)	Customer Service, Distribution, Control Room and Stores •Metering Distribution IT	N/A	Separate loading/unloading trucks with direct access to Meter Shop •Storage Technical Work Space
9b	Distribution (Line Crew)	Customer Service External - City/Region/Other Utilities (Gas, water, comms) Control Room Engineering Metering Customer Service	Rest space for after hours Bigger garbage bins/scrap metal bins/covered wire and bare wire bins More storage space Bring office staff/customer service into same building Lots of room at new building Hybrid work for inside staff	LI
9c	Distribution (LI)	Control Metering Stores Engineering	Need good contact between distribution/field/operations Extra parking spots in garage in addition to current fleet numbers Parking for contractors (i.e – POSI or others need a spot to park when servicing) Shipping and Receiving separate from day to day operations •Keep all office space in ONE building Stores connected to garage Communal workstations (computer, printer etc.)	Backyard machine (MUST have) More bucket trucks More equipment Bidet in toilets
9d	Distribution (PME)	N/A	Rest area to sleep/recover from after hour long night on call Workshop/space to store test equipment Test area/Lab for relays, electronic devices Large garage with space for future expansion of fleet Incorporate storehouse access in proximity to garage Larger locker room for staff Larger washroom with more showers, toilets, sinks Workout /weight room	N/A
10	H&S/Fleet Facility	Training – there is significant interaction for training, collaboration on projects Security, Facilities and Environment – there is significant and daily interactions with all depts.	Larger space entitlement for lineman (lockers, cubbies, etc.) Larger training spaces to accommodate 100+ people Larger storage space for various materials Better furniture – couch ?	The Garage needs to accommodate 12 Digger\Bucket Trucks and 8 pickup trucks\vans, Tension Machines, Forklift, etc...
11	Control Room	Distribution Engineering Metering		Bigger area for trucks in an inside heated garage
13	EF Group	75% of the team (operators) work at external partners operations. The team works at the current location with CEO, CFO, and finance team.	Minimal – we need medium size meeting room to facilitate collaboration when in the office or to take existing or perspective clients to. Then a hybrid station for 2 employees proposed to scale to 4 or 5 hybrid over the next 3-5 years.	There may be an opportunity to store other customers equipment in a safe locked location associated with an operations and maintenance contract.

Section 2 Responses (Team) - General Comments

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	Group	General Comments
1	Executive	<p>Some nice to have (wish list) features would be:</p> <ul style="list-style-type: none"> Green building – net zero or better (but any energy saving options would be an improvement) Nice, bright, clean lunchroom Quiet areas Outdoor seating/eating areas Meeting spaces for each Department
2	Communications	None
3a	Finance (Financial Planning & Analysis)	None
3b	Finance (Accounting)	<p>Open to idea for professional work uniform</p> <p>Business attire from Monday to Thursday and business casual on Friday.</p>
3c	Finance (Regulatory)	<p>While not opposed to open concept – sound needs to be a consideration. Finance and Regulatory work requires analysis and/or the completion of complex tasks requiring focus. Noise/voices can be a distraction. The ability to find a quiet space will be critical in an open concept environment.</p>
4	Customer Service	<p>Close proximity to one another to allow for collaboration</p> <p>Rural location rather than downtown area</p> <p>Closer to 401</p>
5	IT/PMO -IT -DB	None
6	Stores (Supply Chain)	<p>Keep stores involved in the development of the new warehouse space; ensure there is input into the layout, proximity to other departments, etc. Create a separate parking for personal vehicles and fleet vehicles (safety, security, theft prevention). Move tool room from stores to distribution/fleet area. Ensure there is a large bay door for outdoor forklift to move inside and outside of warehouse. Have the pole yard and stores in the same location will allow the team to properly manage transformer and pole issues and returns.</p>
7	HR/Payroll	None
8	Engineering	None
9a	Distribution (Metering)	None
9b	Distribution (Line Crew)	None
9c	Distribution (LI)	None
9d	Distribution (PME)	None
10	H&S/Fleet Facility	None
13	EF Group	<p>Overall EnerFORGE will continue to be primarily remote/hybrid team with likelihood of only 5 hybrid employees and 6-10 remote operators/PM over the next 3-5 years.</p>

WE MAKE IT INNOVATIVE

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About Cushman & Wakefield

Cushman & Wakefield (NYSE: CWK) is a leading global real estate services firm that delivers exceptional value for real estate occupiers and owners. Cushman & Wakefield is among the largest real estate services firms with approximately 50,000 employees in over 400 offices and approximately 60 countries. In 2021, the firm had revenue of \$9.4 billion across core services of property, facilities and project management, leasing, capital markets, and valuation and other services.

To learn more, visit www.cushmanwakefield.com or follow @CushWake on Twitter.

Attachment J1.10_Oshawa Power Vacating 100 Simcoe



OSHAWA
ONTARIO, CANADA

OFFICE OF THE MAYOR

CITY OF OSHAWA
50 CENTRE STREET SOUTH
OSHAWA, ONTARIO
L1H 3Z7
TELEPHONE (905) 436-5611
FAX (905) 436-5642
E-MAIL: mayor@oshawa.ca

MAYOR DAN CARTER

March 26, 2025

Daniel Arbour
President and CEO
Oshawa Power
100 Simcoe Street South
Oshawa, Ontario L1H 7M7

Dear Daniel,

The purpose of this letter is to confirm that The Corporation of the City of Oshawa owns the parcel of buildings ("Subject Site") located at 100 Simcoe Street South, in Oshawa Ontario. Oshawa PUC Networks (Oshawa Power) has been a tenant for over 50 years and has leased these buildings from the City since December 2000. The current lease will expire on May 31, 2028.

The City of Oshawa has been in discussions with Oshawa Power regarding their location for several years and has extended the lease on several occasions (April 1, 2012, April 1, 2017, June 1, 2019, June 1, 2021, June 1, 2023 and October 30, 2024) to allow Oshawa Power to find a suitable and financially prudent option for its next facilities. On May 1, 2023, the City confirmed that they require Oshawa Power to vacate the premises to allow the City to redevelop the Subject Site for commercial and/ or residential uses.

Oshawa Power's distribution building and metering/ storehouse/ garage building are industrial type buildings which are inappropriate in a Downtown setting. Many other industrial uses over the years have ceased business in the downtown and those sites have been appropriately redeveloped for uses that support a vibrant and active downtown.

The Subject Site is designated as Downtown Oshawa Urban Growth Centre in the Oshawa Official Plan and is zoned CBD-A (Central Business District) in part and CBD-B for the remainder.

The Downtown Oshawa Urban Growth Centre is planned to serve as high-density major employment centre as well as a focus on residential, commercial, recreational, cultural and entertainment uses. A minimum gross density of 200 residents and jobs combined per hectare is targeted for the Downtown Oshawa Urban Growth Centre. The current 'industrial like' use by Oshawa Power is not the 'highest and best use' of the land and therefore needs to be redeveloped for uses permitted under the CBD-B-Zone.

The City has a unique opportunity to advance the redevelopment of Subject Site for higher order commercial and/ residential uses. The redevelopment will help implement the objectives of the Provincial Growth Plan as well as help achieve the City's vision for a revitalized downtown as outlined in the following strategic documents:

- [Plan 20Thirty](#), which has a vision of creating a lively and modern urban centre where all thrive through the revitalization of the downtown core;
- [The City of Oshawa Economic Development Strategy 2023](#), which has several actions related to downtown revitalization;
- [Oshawa Strategic Plan 2024-2027](#), which seeks to advance the downtown as an urban core;
- [The Durham Regional Official Plan 2020](#), which recognizes the importance of the realization of the Oshawa urban growth centre as an economic driver; and,
- [The City of Oshawa Community Greenhouse Gas Reduction Plan](#), which seeks to support high-density mixed-use development and walkable communities and supports further development of the downtown into a highly urban, multi-modal and vibrant destination.

Furthermore, the extension of Metroxlinx's Bowmanville Rail Extension service through downtown Oshawa is expected to drive demand for high-density, mixed-use streetscapes in the area currently occupied by Oshawa Power.

The Northwood Business Park, an area of more than 500 developable acres of prestige employment lands, is strategically located in proximity to Ontario Tech University, Durham College, Highway 407 and the Oshawa Executive Airport. The relocation of Oshawa Power to the Northwood Business Park is in alignment with the City's economic development strategy of attracting AAA tenants and blue chip companies that complement the City's strategic economic sectors to operate businesses in this area and grow employment opportunities in the city.

By way of this letter, we are additionally suggesting that Oshawa Power consider aligning with the City's corporate carbon reduction target to reach Net Zero Emissions by 2050, through pursuing Net Zero Carbon with the design of their new facility.

Finally, the City intends to support Oshawa Power in seeking grants from third parties that can help fund a sustainable new building.

Yours truly,



Dan Carter
Mayor

cc: Tracy Adams, Chief Administrative Officer

Attachment J2.8 B&M Obligations



Oshawa PUC Networks Inc.

100 Simcoe St., South, Oshawa, Ontario L1H 7M7
Phone: (905) 723-4623 Fax: (905) 579-8359

Purchase Order

To: Black & McDonald Limited
31 Pullman Court
Scarborough, Ontario, M1X 1E4
Canada

Attention : Jason Tanguay
Requested by : Reza Tajik
Requested Date : November 1, 2022
Date Required : As per Project Schedule
Deliver to : Oshawa PUC Networks - as per attached.

P. O. Number : 63051
Date : 2022-11-01
Authorized by : Mike Weatherbee
Ship via : N/A
Ship to attn : Reza Tajik
F.O.B. : Oshawa PUC

No.	Quantity	Unit	Code	Description	Price	Total
				Removal and replacement of 15kv switchgear at various locations as described in RFQ-MS-SW-2022. Proposal Number: July 14th, 2022 - attached RFQ-MS-SW-2022 Schedule F - Quotation Price Form		
1	4	EA	Part 1	Existing Switchgear Removal, Disposal, and Site Remediation		
2	4	EA	Part 2	Switchgear and E-house		
3	4	EA	Part 3	Project Management, Design, Delivery, Installation, Testing and Commissioning		
4	4	EA	Part 4	Station Cable Work (4) Sites		
				Notes: 1. Each payment will be subject to statutory holdback amount of 10% which will be retained and released in accordance with the Lien Legislation. 2. All drawings, reports and documentations must comply with Ontario Regulation 22/04 and must contain P Eng. stamp/signature, Certificate of Approval, Record of Inspection and Certificate. 3. Payment schedule attached		

Charge No. : MS-SW-2022
Confirmation :  NOV 1, 2022

Subtotal	\$	8,923,000.00
HST	\$	1,159,990.00
Other		
Total	\$	10,082,990.00

Purchase order number must appear on all invoices and correspondence.
Any materials supplied must be accompanied by a Materials Safety Data Sheet, if applicable.
SEE REVERSE SIDE FOR CONDITIONS

 Nov 1/22



Standard Purchase Order Terms and Conditions

1. **Acceptance of Purchase Order.** The Supplier by the Acceptance of this Purchase Order (the "Order") accepts all the terms and conditions hereof. These terms and conditions supersede and take precedence over any and all previous verbal or written arrangements in connection with this Order. Any deletions, modifications, alterations of, or additions to the terms and conditions of the Order to be binding shall be in writing and specified by Oshawa PUC Networks Inc ("OPUCN") in the Order and shall be attached to this Purchase Order.
2. **Delivery** Supplier shall comply with the required delivery date or schedule (the "Delivery Requirements") specified in this Order, and shall not make material commitments that adversely impact its ability to achieve such. Goods shipped or services performed in advance of the Delivery Requirements may be returned to Supplier or warehoused at Supplier's expense. Supplier shall advise OPUCN immediately of any anticipated delays. Unless agreed to and approved by OPUCN in writing, nothing shall result in a change to the Delivery Requirements.
3. **Time of the Essence** Time is of the essence for this Order. Supplier shall provide and deliver all goods and services in accordance with the Delivery Requirements. In the event of a delay or failure of Supplier to meet such, for reasons other than a recognized Force Majeure event as set out in these terms and conditions, Supplier shall pay for all direct expenses incurred by OPUCN caused by Supplier's delay or inability to deliver. Furthermore, OPUCN reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, saving OPUCN harmless for any expenses caused by the failure of Supplier to meet Delivery Requirements, even if OPUCN ultimately accepts delivery of the goods or services in this Order. The Supplier agrees that OPUCN may return part or all of any shipment so made, and charge Supplier with any loss or expense sustained as a result of such failure to deliver.
4. **Price.** Unless otherwise specified, the price of this Order represents the complete cost to OPUCN, fixed in Canadian dollars, at the point of delivery specified herein inclusive of all duties of every kind, including license fees, patent royalties, taxes, levies, packaging, loading, cartage and other charges.
5. **Payment Terms and Invoice** Invoices shall be paid within thirty (30) days, unless otherwise agreed to in writing by OPUCN. The calculation of the payment period shall commence upon all of the following conditions being satisfied: (1) the delivery of the goods or services supplied in this Order; (2) the acceptance by OPUCN of the goods or services supplied; and (3) receipt by OPUCN of an accurate and complete invoice by Supplier setting out the Order number and an itemized description of the goods or services Supplier provided in accordance with the Order. OPUCN shall be entitled to set-off against any amounts owing to Supplier, any amounts owing by Supplier hereunder.
6. **Expenses** Supplier shall be wholly responsible for expenses incurred in the performance of this Order unless this Order explicitly provides for reimbursement of expenses. Where this Order explicitly provides for reimbursement of expenses, OPUCN will reimburse (1) only the expenses explicitly listed in this Order, and (2) only the expenses that are reasonable, necessary and actually incurred in the performance of this Order. OPUCN shall reserve the right to request or audit all original itemized expense receipts, to be submitted to OPUCN with accompanying invoices.
7. **Suspension, Cancellation and Changes** OPUCN reserves the right to suspend or cancel this Order in whole or in part or to change it at any time, including additions or deletions to quantities, upon written notice to Supplier. If cancellation or suspension takes place, delivery shall be accepted at the purchase price of all goods and services delivered, in-transit, completed or uniquely procured for OPUCN which cannot otherwise be cancelled or applied to another customer order, prior to receipt of notice of cancellation or suspension. Upon receipt of such notice, Supplier shall, in addition to complying with the requirements of such notice, immediately (1) stop production and delivery of all goods and services, (2) accept no orders for goods and services, and (3) protect all goods and services under Supplier's control in which OPUCN may have a full or partial interest. Supplier shall immediately comply with such notice and take all steps necessary to minimize the cost of terminating or changing this Order. In

the event of a suspension, Supplier shall not resume until the suspension terminates as set forth in OPUCN's notice. If changes affect delivery or price, Supplier shall immediately notify OPUCN and propose an equitable adjustment to the price and/or schedule for performance as applicable. Except as otherwise agreed to in writing, OPUCN shall not be liable for any costs arising from such notice, including but not limited to loss of anticipated profits or loss of opportunity.

8. **Specifications.** Supplier shall comply with all specifications associated with this Order, including without limitation, the plans and specifications for the provision of goods and services, any document describing the scope of services to be performed by the Supplier, all functional, technical, operational, performance, quality and similar requirements, drawings, illustrations, equipment descriptions and other data relating to the goods and services to be provided by the Supplier to OPUCN.

9. **Inspection and Rejection** All goods and services shall be subject to inspection and testing by OPUCN at all times and places including the period of manufacture and in any event prior to final acceptance by OPUCN to assess work quality, conformance with Specifications, and conformance with all of Supplier's representations, warranties and covenants herein. No such verification shall relieve Supplier of its obligations and warranties hereunder. Goods and services shall not be deemed accepted until after such final inspection, occurring within a reasonable time after delivery. If any goods, services or parts thereof are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements set out herein, in addition to any other rights which it may have under applicable warranties, or under law, OPUCN shall have the right to reject and return such (at OPUCN's sole discretion), for either full credit or a refund at Supplier's expense including payment of shipping charges incurred by OPUCN. Without limiting the foregoing, OPUCN shall also have the right to require that Supplier promptly and at its own expense repair, replace or restore any defective or deficient portion of goods or services, to OPUCN's reasonable satisfaction. If Supplier is unwilling to or unable to effect prompt replacement, OPUCN may use its own facilities or contract with a third party at Supplier's expense. All returned goods or services shall be at Supplier's risk of damage or loss. Neither the failure of OPUCN to inspect, nor acceptance of, nor payment for any goods and services shall prejudice OPUCN's rights under this paragraph. Supplier's records relating to the manufacture or provision of goods and services shall be maintained for a minimum of seven (7) years following delivery unless otherwise agreed in writing by OPUCN.

10. **Warranty** Supplier warrants that all goods and services are (a) free from defects in design if the design is not provided by OPUCN, materials and workmanship for a minimum period of twelve (12) months from the date of acceptance by OPUCN; (b) conform with all Specifications attached or contained in the Order and all documentation and information provided by OPUCN for the goods and services; (c) be fit for their intended purpose; (d) be new, unused (unless otherwise specified in this Order) and merchantable; (e) be free from liens or encumbrances on title; and (f) to the extent the goods and services are, or contain hardware and/or software products, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing all times and dates) and are free of viruses and other sources of network corruption (collectively, for this Section, "Warranty"). Supplier shall replace goods that do not comply with the foregoing Warranty for a period of twelve (12) months from the date of acceptance by OPUCN ("Warranty Period"). To the extent Services are to be provided hereunder, Supplier warrants that all work rendered shall be careful and proper and in full compliance with Specifications and shall be in accordance with the best current practices in the industry and with the highest engineering or other applicable professional standards. The foregoing warranties shall survive any testing, inspection or acceptance by OPUCN of goods and services. The warranties set forth above shall not be subject to any disclaimer or exclusion of warranties or to any limitation of Supplier's liability herein. The warranty with respect to any corrected goods and services shall be subject to the same terms as the original warranty except that the warranty on any corrected or replaced goods and services shall be the longer of (i) one (1) year from the date of repair or replacement or (ii) until the end of the original warranty period. In addition to any other obligations set forth in this Section, Supplier shall pass through all assignable third party manufacturers' warranties applicable to goods and services furnished by Supplier. In the event a third party warranty is not assignable, Supplier shall enforce its warranty against a third party at Supplier's expense upon OPUCN's reasonable request. Supplier shall immediately notify OPUCN in writing of recalls or safety notices that concern the goods and services in this Order. OPUCN shall have the right to assign all Supplier warranties under this Order

to third parties including OPUCN's customers or end users, who shall have all rights to enforce such warranty. Supplier shall be liable for OPUCN's actual costs, expenses and damages related to or arising from goods and services not conforming to the warranty, including but not limited to systemic and incidental damages incurred by OPUCN.

11. **Compliance with Laws** Supplier represents that it has and shall continue during the performance of this order to comply with all applicable laws and regulations, including without limitation, international, federal, provincial, municipal and all local laws and codes. Supplier shall also adhere to applicable quality system standards and quality assurance requirements, privacy requirements, environmental standards and any additional technical codes, standards or norms which OPUCN may specify in writing.

12. **Patents and Copyright** Supplier warrants that OPUCN and its customers may freely use or otherwise deal with goods and services without infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights held by Supplier or any third party. Supplier agrees to indemnify and hold harmless OPUCN from any claim, action, cost or damage whatsoever arising from the alleged or actual infringement of any patent, trademark, copyright, industrial design or other intellectual property right resulting from the purchase and sale, use, or resale of goods and services. If the goods and services or any activity in connection therewith are held to be an infringement and their use is enjoined, Supplier shall promptly, at the option of OPUCN, secure for OPUCN the right to continue using or reselling goods and services; replace goods and services with non-infringing goods and services; procure OPUCN, its Representatives and/or end user's right to continue using the goods and services; modify goods and services such that they are no longer infringing; or, if unable to do any of the foregoing, remove the infringing goods and services and indemnify OPUCN for any direct or indirect losses, costs or damages resulting from such infringement.

13. **Electrical Product Approvals** As per Ontario Regulation 438/07, Supplier shall ensure all electrical products provided in this Order are certified and bear a certification marking by the Canadian Standards Association (or recognized equivalent) or a field evaluation label from a recognized testing agency, for use in the Province of Ontario, without cost to OPUCN. When neither are applicable, electrical products may be approved under Ontario Regulation 22/04 if conformance to an electrical standard is attested to by a professional engineer licensed in the province of Ontario, and type tests are provided.

14. **Customs** For shipments originated outside of Canada, Supplier is responsible for preparing Canada Customs invoices and other documents required by Canadian customs and other government agencies. Any cost incurred due to Supplier's delay or Supplier's failure to comply with Canadian customs or other governmental regulations shall be paid by the Supplier.

15. **Termination for Default** In the event Supplier (1) materially breaches this Order, or (2) becomes insolvent, ceases business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy/insolvency laws or for reorganization, composition, adjustment or other relief of debtors, makes an assignment for the benefit of creditors, has a receiver or liquidator appointed for such non-terminating Party or a court of competent jurisdiction orders the winding up or liquidation of the affairs of the non-terminating Party, OPUCN may, by written notice, terminate this Order with immediate effect without liability, except for deliveries previously delivered in accordance with the Order.

16. **Insurance** Supplier represents and warrants to OPUCN that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of similar goods and services provided hereunder, including (1) comprehensive commercial general liability insurance (including product liability) with a minimum coverage of \$5M in aggregate and \$2M per occurrence; automobile liability insurance with a minimum coverage of \$2M per occurrence; professional liability insurance with a minimum coverage of \$1M per occurrence; and workers compensation insurance as required by applicable laws.

Product Liability and Professional Liability insurance (or an approved equivalent by OPUCN) shall include any product deficiencies and errors and omissions that adversely impact or fail to ensure the privacy and security of

the goods and services provided, including without limitation, OPUCN's communication networks, information systems, industrial controls and data in accordance with Specifications, relevant industry standards, regulations, codes and industry best practice.

In addition, Supplier shall acquire and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by OPUCN from time to time. Supplier will promptly deliver to OPUCN, as and when requested, written proof of such insurance.

If requested, OPUCN shall be named as an additional insured under any insurance policy. Insurance policies cannot be cancelled, or materially changed so as to affect the minimum coverage provided under this Order without written authorization by OPUCN.

17. **Indemnification** Supplier shall indemnify, defend and hold harmless OPUCN, its affiliates and their representatives and assigns from and against any and all expenses, costs, claims, losses, actions, lawyer's fees, damages, duties, taxes, penalties or liabilities (including without limitation special and consequential damages, and including the costs of replacing or recalling OPUCN's equipment which may be damaged or rendered defective by materials furnished or work done in breach of warranties), or any amounts incurred by or which may become payable by OPUCN arising or resulting directly or indirectly out of any breach by Supplier of the Order; or for bodily injury, death, loss or damage to property which may arise or result, directly or indirectly, from the performance of this Order or any goods and services supplied hereunder.

18. **Conflict of Interest Declaration** Supplier agrees to declare any actual or potential Conflict of Interest relating to this Order. If no Conflict of Interest is declared, the Supplier is deemed to have had no Conflict of Interest in activities related to this Order or there is no foreseeable Conflict of Interest in performing the contractual obligations in this Order. The term "Conflict of Interest" means (1) in relation to the procurement process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage or (2) in relation to the performance of its contractual obligations contemplated in the Order, the Supplier's other commitments, relationships or financial interest could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations of this Order.

19. **Force Majeure** Notwithstanding anything to the contrary in this Order, neither Party shall be liable for delay or non-performance caused by any of the following circumstances when beyond its control: acts of God, explosions, riots, extreme natural disasters, wars, sabotage or terrorism ("Force Majeure"). Should an event of Force Majeure make it impossible for a Party to perform its obligations hereunder, the affected Party shall try to reduce or mitigate the adverse impact of the event. The affected Party shall notify the other Party that it considers an event of Force Majeure has occurred. If the adverse impact cannot be eliminated completely, such non-performance shall be excused for the duration of the event of Force Majeure. If, however, the event of Force Majeure lasts more than fifteen (15) days from the original notification, this Order may be terminated in whole or in part by the non-affected Party.

20. **Confidentiality** Supplier shall treat all information disclosed by OPUCN in connection with this Order as confidential. "Confidential Information" shall include without limitation, all patents and patent applications, trade secrets, copyrighted information, intellectual property, the specific design application and use of Supplier's goods and services by OPUCN, price lists, forecasts, analyses, passwords, marketing, research and development, business plans and strategies, end-user customer or vendor information, data, materials, products, technology, computer programs, specifications, manuals, ideas, techniques, processes, know-how, inventions, models, drawings, algorithms, source code documents and other information disclosed or submitted, whether in writing, orally or by any other tangible media. Supplier shall not disclose or use OPUCN's Confidential Information other than to perform its obligations in this Order. Supplier shall be responsible for any breach of the confidentiality obligations hereunder by its affiliates or representatives. These confidentiality restrictions shall not apply to information which (1) is already in the possession of Supplier without any obligation of confidentiality (2) may be published or

become available within the public domain otherwise than as a consequence of a breach by Supplier of its obligation not to disclose any of the Confidential Information (3) is lawfully received by Supplier from any third party without restrictions on disclosure or use (4) is independently developed without any breach of the terms and conditions of this Order by Supplier's employees who have not had access to any Confidential Information; (5) is approved in writing by OPUCN for release or other use by Supplier according to terms stipulated in such approval; or (6) is required by the Supplier to be disclosed by law. In such circumstances as (6), Supplier shall notify OPUCN of such requirement so that OPUCN may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, and Supplier is legally compelled to disclose Confidential Information, Supplier agrees to only disclose Confidential Information that it is advised by opinion of counsel is legally required and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

21. **Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")** Supplier is informed that OPUCN is subject to the Ontario Municipal Freedom of Information and Protection of Privacy Act. OPUCN shall use reasonable efforts to hold all information marked "Confidential" by the Supplier in strict confidence where required or permitted by law but shall not be liable for any action as contemplated by Section 49(2) of MFIPPA. If OPUCN's response to a request under the Act is appealed to the Information and Privacy Commissioner of Ontario, Supplier shall have the burden of proof per Section 42 of the Act. Supplier shall be responsible for all costs related to its confidentiality requirements.

22. **Survival** All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Order or any other, including without limitation, Warranty, Indemnification and Confidentiality, shall survive the expiration or termination of this Order.

23. **Governing Law** This Order is to be construed and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

Shipping and Invoicing Instructions

1. Submit **ALL** invoices to **ap@opuc.on.ca** listing the following details, if applicable:

- **OPUCN Purchase Order Number**
- **OPUCN Job # or Charge Code (if listed on PO)**
- **OPUCN Requestor**

2. If order cannot be filled as directed, contact OPUCN procurement department further instruction.

3. Ensure OPUCN Order and SKU numbers appear on all packages, shipping documents and invoices.

4. If order is delayed and/or the shipping date given cannot be met, please advise OPUCN procurement department immediately.

5. Invoices must be rendered as stated on OPUCN Purchase Order.

6. When shipment is made from outside of Canada, OPUCN requires customs invoices in triplicate. Invoices must show Number of Packages, Country of Origin, Fair Market Value, as sold for Home Consumption, at time shipped, and the selling price to Purchaser in Canada. These must be certified by the Consignor, in accordance with Canadian Customs regulations. Cash discount must not be deducted from the face of these Invoices. Customs Invoices must be mailed not later than the date of shipment.

Attachment J3.10_1 OPUCN Locate Services Agreement Extension (2021 - 2023)

LOCATE ALLIANCE CONSORTIUM

[Oshawa PUC Networks Inc.]

- and -

[Promark-Telecon Inc.]

LOCATE SERVICES AGREEMENT

February 1, 2021

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LOCATE SERVICES AGREEMENT

THIS AGREEMENT made as of February 1, 2021.

B E T W E E N :

[Oshawa PUC Networks Inc.]

(the "Company")

- and -

[Promark-Telecon Inc.]

(the "Locate Service Provider")

WHEREAS the Company wishes to have locate services provided to it;

AND WHEREAS the Locate Service Provider has delivered to the Company the Response;

AND WHEREAS the Locate Service Provider has represented that it has qualified and skilled personnel, proper equipment, sufficient financing and an organization capable of performing the Service fully in accordance with the terms hereof including in accordance with the provisions of all applicable Law;

AND WHEREAS the Company and the Locate Service Provider have agreed that the Locate Service Provider will perform the Service in the geographical area specified in Schedule 2.1.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1 – INTERPRETATION

1.1 Definitions

Capitalized terms used herein shall have the meanings ascribed to them in Schedule 1.1 hereto and forming a part hereof.

1.2 Schedules

The following is a list of the Schedules to this Agreement which are incorporated herein and form a part hereof, which Schedules and which list are subject to amendment in accordance with the provisions hereof:

- (a) Schedule 1.1 - Definitions;

- (b) Schedule 2.1 - Geographic Area;
- (c) Schedule 2.1(b) - Company Specific Terms and Conditions;
- (d) Schedule 2.1(c) - Performance Matrix;
- (e) Schedule 8.1 - Compensation; and
- (f) Schedule 8.3(c) - Billing Accuracy.

1.3 Interpretation of the Agreement

If a dispute between the Parties exists or arises in interpreting the meaning of the Agreement or in determining whether either of the Parties thereto is complying with or has complied with any of its obligations hereunder, the Company shall make the necessary interpretation or determination and, subject to the provisions hereof, such interpretation or determination shall be conclusive and binding on both Parties.

1.4 Extended Power of Interpretation of the Agreement

In the event that there is a patent omission from the Agreement, the Company shall resolve or imply such patently omitted term or terms as are necessary to fulfil the intent of the Agreement.

1.5 Reporting on the Agreement

The Locate Service Provider shall immediately report to the Company any apparent error in, omission from or conflict in the Agreement and upon receipt of such report, the Company shall correct such error or omission.

1.6 Priority

The various Schedules are intended to be complementary to each other and to the remainder of the Agreement, but, if any actual conflict exists between any of the provisions or requirements of the Agreement and the Company Specific Terms and Conditions, the provisions and requirements of the Company Specific Terms and Conditions shall govern. In all other cases of actual conflict between any of the provisions or requirements of the Schedules and the remainder of the Agreement, then the Company shall determine, within its sole discretion, which provision or requirement shall apply.

1.7 Assignment and Subcontracting

- (a) The Locate Service Provider shall not directly or indirectly,
 - (i) assign to any Person this Agreement, any parts of this Agreement or any rights or obligations of the Locate Service Provider under this Agreement, or
 - (ii) subcontract to any Person performance of any part or parts of the Service.

With the prior written consent of the Company (which consent may be refused or withheld in the sole and absolute discretion of the Company), the Locate Service Provider may subcontract any part of the Service but only where such assignment or subcontracting would not result in any violation or breach of, constitute a default under or give rise to any right of termination pursuant to any contract or agreement to which the Locate Service Provider is a party. The Locate Service Provider acknowledges that any proposed Subcontractor (and its employees) must meet, to the satisfaction of the Company, the licensing and other requirements of Laws and of the Manual and this Agreement and that any Subcontractor retained by the Locate Services Provider shall be required by the terms of its subcontract to comply with and be bound by the provisions of the Manual, the Company Specific Terms and Conditions and all other provisions of this Agreement and of Laws. Notwithstanding such approval by the Company, the Locate Service Provider shall maintain all of its liabilities hereunder and all of its responsibilities hereunder including with respect to the performance of the Service in accordance with the terms hereof. The Locate Service Provider is responsible for the competence and ability of its Subcontractors and shall ensure that any Subcontractor complies with all of the provisions of the Manual and other provisions of this Agreement and Laws. The Locate Service Provider will remain the Company's sole point of contact regarding the performance of the Service. Prior to the Subcontractor performing any Service, the Locate Service Provider shall obtain from the Subcontractor and provide to the Company a certificate of insurance or a full and complete copy of the insurance policy or other proof of insurance satisfactory to the Company in its discretion confirming that the Subcontractor has obtained the insurance required by Section 13.2 and that the Company is added as an additional insured under such policy or policies. In addition, the Locate Service Provider shall provide the Company with written confirmation satisfactory to the Company that the Subcontractor has the insurance or bonds required under the WSIA.

- (b) The Locate Service Provider agrees that it, and not the Company, is responsible for liabilities arising from or pertaining to the performance of the Service and any such Persons performing the Service on behalf of the Locate Service Provider and the Locate Service Provider agrees to indemnify and hold harmless the Company and its Affiliates and their respective directors, officers, elected officials, Chair and employees, as applicable, from any claims made in connection with the performance of the Service and by any such Persons performing the Service on behalf of the Locate Service Provider against the Company and its Affiliates and their respective directors, officers, elected officials, Chair and employees, as applicable, including for or in respect of costs or damages, legal fees, compensation, notice upon termination or payments in lieu thereof or benefits or for withholdings as an employee whether of the Locate Service Provider, a Subcontractor, the Company or any of its Affiliates or otherwise.
- (c) Any assignment by the Locate Service Provider of the Agreement or of any of the Service in whole or in part without the prior express written consent of the Company shall be null and void and without force or effect.

SECTION 2 – SERVICE

2.1 Service

The Locate Service Provider shall perform the Service on a non-exclusive basis in the geographical area described in Schedule 2.1 in accordance with every requirement set forth in the Agreement, including:

- (a) the Manual, a copy of which has been provided to the Locate Service Provider, the terms and conditions of which are incorporated herein by reference;
- (b) the Company Specific Terms and Conditions set out in Schedule 2.1(b);
- (c) the Performance Matrix attached as Schedule 2.1(c); and
- (d) the requirements of the *Ontario Underground Infrastructure Notification System Act*, S.O. 2012, c.4,

in each case as amended from time to time.

2.2 Insurance and Workplace Safety and Insurance

Prior to the commencement of any Service hereunder and as requested from time to time by the Company, the Locate Services Provider shall deliver to the Company: (a) a memorandum of insurance or insurance certificate in accordance with Section 13.2 hereof satisfactory to the Company; and (b) evidence from the Workplace Safety and Insurance Board that the Locate Services Provider is in compliance with and has paid all assessment and other amounts owing pursuant to the WSIA. If the Company is not in receipt of such documents within a time period satisfactory to the Company, the Locate Service Provider shall be deemed to be in default of the Agreement and the Company may, without prejudice to any other right or remedy the Company may have, terminate this Agreement forthwith without liability on its part to compensate the Locate Service Provider.

2.3 Performance of Service by Company and Others

The Locate Service Provider shall perform the Service within the geographical area described in Schedule 2.1 during the Agreement Term. Notwithstanding the foregoing, the Locate Service Provider acknowledges and agrees that (i) the Company may from time to time use alternate service providers to perform the Service, or perform the Service itself, when such performance is deemed to be within the Company's best interest, as determined by the Company in its sole discretion; (ii) no portion of this Agreement or the Request for Proposals shall be interpreted as imposing any minimum volume purchase commitment on the Company; (iii) this Agreement does not obligate the Company to award any or all Service associated with this Agreement to the Locate Service Provider, and Service may be added to or deleted in the Company's absolute and sole discretion at any time and (iv) the volume of the Service may diminish or be eliminated prior to the termination date of this Agreement without any liability on the part of the Company, including but not limited to any claim by the Locate Service Provider for loss of anticipated profits.

2.4 Locate Service Provider Obligations Prior to Performing the Service

The Locate Service Provider covenants that prior to carrying out any activities associated with the Service it shall carefully examine this Agreement and fully acquaint itself with the general geographical area and all other conditions pertaining to the Service, the Work Extent/Location of the Service and its surroundings; and that it will make all investigations essential to a full understanding of the difficulties which may be encountered in performing the Service. Notwithstanding anything in this Agreement or in any information furnished by the Company or its representatives, the Locate Service Provider will, regardless of any such conditions pertaining to the Service, the Work Extent/Location of the Service or its surroundings, complete the Service in accordance with the provisions of the Agreement and assume full and complete responsibility for any such conditions pertaining to the Service, the Work Extent/Location of the Service or its surroundings and all risks in connection therewith. In addition, the Locate Service Provider represents that it has authority to do business in the location in which the Service is to be performed and that it is fully qualified to do the Service in accordance with the Agreement.

2.5 Plant Records

The Company agrees to provide the Locate Service Provider with any Plant Records and may provide the Locate Services Provider with any Locate Tools particularized in the Manual to assist the Locate Service Provider with the performance of the Service. The Locate Service Provider acknowledges that the Company may establish from time to time Technical Requirements for the performance of the Service, including but not limited to the accessing of the Plant Records and the use of the Locate Tools. Notwithstanding any provision to the contrary in this Agreement, the Locate Service Provider acknowledges and agrees that the Plant Records and Locate Tools, if applicable, are provided "AS IS" and the Company makes no representation or warranty of any kind or nature, either expressed or implied, regarding the Plant Records and Locate Tools, including but not limited to as to their accuracy, fitness for any purpose, applicability, operation, functioning, inter-operability, completeness, availability, or non-infringement. The Company hereby disclaims and the Locate Service Provider hereby waives any obligation, liability, right, claim or demand in either contract or tort arising either directly or indirectly from the Locate Service Provider's use of the Plant Records or the Locate Tools. The Locate Service Provider further acknowledges and agrees that the provision of the Plant Records or the Locate Tools by the Company does not in any way either limit or amend the Locate Service Provider's requirement to complete the Service in accordance with the terms and conditions of this Agreement. Further, for purposes of clarification, the requirement to complete the Service in accordance with the terms and conditions of this Agreement is in no way conditional or dependent upon the provision of the Plant Records or the Locate Tools.

In the event that the Locate Service Provider becomes aware of any error, omission or discrepancy in the Plant Records, the Locate Service Provider shall promptly advise the Company of any such error, omission or discrepancy and adhere to the Company's record updating process as outlined in the Manual.

2.6 Administrative Responsibilities

Administrative responsibilities of the Locate Service Provider, include but are not limited to, receipt of requests, logging requests, retaining on file all completed requests, and forwarding to

the Company within 24 hours copies of all completed locate forms if requested. All information requested in the locate form must be completed.

All completed locate forms, including locate sketches, must be saved electronically and available to the Company to view, retrieve and print at any time via electronic means, such as on an accessible, secure website or portal, or by such other electronic means as the Company may approve from time to time.

The Company, its representative or Ontario One Call shall provide the Locate Service Provider with the following information prior to the commencement of any Locate: (i) location of the proposed construction or excavation, (ii) name of requester, name of contractor, or name of the contact person on Work Extent/Location, (iii) type of work to be performed, boundaries of proposed work as identified by the requester, and (iv) as applicable, scheduled time for Locate.

The Company may, at its option, retain a Locate request for up to 24 hours, or 15 minutes in the case of an emergency Locate request, following receipt from Ontario One Call for the purposes of assessing the request.

2.7 Dedicated Locator Service

Upon mutual agreement, the Locate Service Provider may be engaged by Company to provide Locates for all LAC member assets for Company activities (“**Dedicated Locator Service**”). In connection with such Dedicated Locator Service, the Locate Service Provider will be acting on behalf of the applicable LAC member in completing the Locate for such LAC member’s infrastructure and will at all times follow the applicable Manual provisions, standards and directions of the owning LAC member in respect of any Locates for non-Company assets.

Locate Service Provider will obtain the prior written approval of Company prior to providing any Dedicated Locator Service to any other infrastructure owner for Company assets. Where the Locate Service Provider is authorized by Company to perform a Dedicated Locator Service for another infrastructure owner(s), the Locate Service Provider will at all times follow the applicable Manual provisions, Company standards, and the directions of Company when locating Company assets under any agreement or arrangement.

2.8 Claims For Extra Costs

No claim shall be maintained against the Company for extra or unanticipated costs incurred by the Locate Service Provider by reason of its misapprehension of, or unexpected change in the nature, extent or significance of, any factors such as those enumerated in Section 2.4 or 2.5 hereof.

SECTION 3 – AGREEMENT TERM AND EXTENSION

3.1 Agreement Term

The term of this Agreement will commence on February 1, 2018. Unless earlier terminated or shortened in accordance with the terms of this Agreement (including Section 7), the initial term of this Agreement will continue until January 31, 2021 (the “Initial Term”). The Initial Term of this Agreement, together with any extension term (“Extension Term”) and the period during

which the Locate Service Provider provides Termination Assistance Service, is referred to herein as the "Agreement Term".

3.2 Extension

In the event that the Company wishes to extend the term of this Agreement, the Company shall provide the Locate Service Provider with a written notice (the "Extension Notice") containing the Company's intentions with respect to any such extension. The Extension Notice shall specify that the Company intends to seek extension of this Agreement and the terms upon which the Company seeks such extension including the pricing, the term of the extension, the terms of any further extension and all other material terms and conditions. The Extension Notice shall provide for a extension term of 12 months, 24 months or such other period acceptable to the Company.

The Locate Service Provider shall respond in writing to the Extension Notice.

Where the Company has not notified the Locate Service Provider of its intention to renew this Agreement, or where the Company and the Locate Service Provider cannot agree upon the terms of extension of this Agreement, the Locate Service Provider shall fully comply with all of the terms of this Agreement during the remainder of the Agreement Term including with respect to the Termination Assistance Service.

SECTION 4 – REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE LOCATE SERVICES PROVIDER

4.1 Representations, Warranties and Covenants of the Locate Services Provider

The Locate Service Provider represents, warrants and covenants to the Company as follows recognizing that the Company is relying on such representations, warranties and covenants each time Service is performed by the Locate Service Provider:

General

- (a) the Locate Service Provider and any Subcontractor are fully qualified to perform the Service in accordance with the terms and conditions of this Agreement and Laws. The Service shall be performed to conform to the highest professional standards and industry standards;
- (b) all Service shall be performed in strict accordance with the Manual, the Company Specific Terms and Conditions, Laws (including, without limitation, the *Ontario Underground Infrastructure Notification System Act*, S.O. 2012, c.4 and regulations) and all of the provisions hereof;
- (c) all Service, including the Locate Service Provider's technology and tools utilized in providing the Service, and the use thereof by the Company, shall not violate or in any way infringe upon the Intellectual Property rights of any person;
- (d) all Employees are qualified and trained and have the skills and experience so that the Service is performed at the highest level of accuracy in a timely fashion;

- (e) all office staff of the Locate Service Provider engaged in receiving calls, issuing instructions or otherwise participating in the performance of the Service have the skills and expertise to perform their portion of the Service in accordance with the provisions hereof and are properly and adequately trained in accordance with all Laws, the Manual and as otherwise provided herein;
- (f) the Locate Service Provider shall complete the Service and ensure that the Service is completed in accordance with all Health and Safety Laws and shall not permit the Service to be performed, except in accordance with all Health and Safety Laws and this Agreement. The Locate Service Provider will comply with all reporting and monitoring requirements under all Health and Safety Laws and this Agreement and will obtain all permits, certificates, approvals, registrations and licenses necessary to perform the Service;
- (g) the Locate Service Provider acknowledges and confirms that it is a condition for the Company entering into this Agreement with the Locate Service Provider, that all Service be completed on a timely and accurate basis and in strict compliance with this Section and the other provisions hereof;
- (h) [Required for several of the LAC members:] the Locate Service Provider is enrolled as a member in ISNetworld (www.isnetworld.com), and agrees to maintain such membership and participate in ISNetworld (or any successor service) as required by the Company (the "ISNetworld Requirement") throughout the term of this Agreement, in order to allow the Company to collect safety, procurement, sustainability, quality and regulatory information from the Locate Service Provider, its Subcontractors and suppliers, and monitor the Locate Service Provider's compliance with its obligations under this Agreement. The Locate Service Provider shall comply with the ISNetworld Requirement throughout the term, and be solely responsible for all costs associated therewith;
- (i) the Locate Service Provider shall exercise the highest degree of skill, care and diligence to avoid damage to Persons and property in the performance of the Service;
- (j) prior to commencing Services at each site, the Locate Service Provider shall assess the hazards at the site and document any hazards identified in a form satisfactory to the Company;
- (k) the Locate Service Provider shall not proceed with any Service when to do so would involve any risk to the health, condition or safety of Persons or property, as the case may be. In such cases, the Locate Service Provider shall initiate and implement a plan of action to ensure the safety and protection of Persons and property;
- (l) in situations where there is any risk associated with the Company's Facilities, the Locate Service Provider shall immediately notify the Company;

- (m) the Locate Service Provider shall give due consideration to the interests of property owners and tenants wherever involved and shall conduct the Service in a manner causing a minimum of inconvenience;
- (n) the Locate Service Provider shall make all reasonable efforts to maintain good will among the landowners, tenants and lessees along the rights-of-way and with the general public. The Locate Service Provider shall, and shall cause its Subcontractors and Employees to, at all times, behave in a professional and businesslike fashion;
- (o) the Locate Service Provider shall be responsible for its own materials and equipment and for all materials furnished by the Company while in the Locate Service Provider's custody;
- (p) all costs for damage to materials, equipment, hardware or software of the Company or provided by the Company, which are in the custody of the Locate Service Provider, including any loss, or damage suffered by reason of theft or loss of materials, shall be borne by the Locate Service Provider;
- (q) in its delivery of Services on behalf of the Company, the Locate Service Provider shall: (i) comply with the Accessibility for Ontarians with Disabilities Act, 2005 and associated regulations (collectively the "AODA"), (ii) satisfy the Company as to its compliance with the AODA, (iii) permit the Company to monitor its compliance and (iv) if requested to so, the Locate Service Provider shall provide the Company with copies of its policies, practices and procedures, training materials and dates of training, and confirmation the Locate Service Provider has reported its compliance to the Ministry of Community and Social Services;
- (r) [Required for several of the LAC members:] the Locate Service Provider will comply with the following policies, processes and procedures of the Company (the "**Company Requirements**") to the extent such Company Requirements relate to the Service or the obligations of the Locate Service Provider under this Agreement: (i) the [Statement on Business Conduct, to be completed for each Company; there may be more than one policy of general application] which the Locate Service Provider acknowledges receipt of; and (ii) the Company's requirements, policies, processes and procedures with respect to such other matters of general application as the Company may from time to time establish. Upon request by the Company, the Locate Service Provider will ensure its personnel attend training on the Company Requirements. The Company may amend any Company Requirements or add new requirements as Company Requirements, in its sole discretion, upon notice to the Locate Service Provider, provided that if such compliance has a material impact on the cost to provide the Service it may be implemented pursuant to Section 5.7. For certainty, the Company shall not use the foregoing provisions to unilaterally amend the provisions of this Agreement, and such amendments and additions shall be applicable only to the extent that the imposition of the relevant Company Requirements have general application to all service providers and contractors of the Company;

Employee Health and Safety

- (s) the Locate Service Provider agrees to comply with the *Occupational Health and Safety Act* (Ontario), R.S.O. 1990, c.O.1 and the WSIA and with all other prevailing Health and Safety Laws and all other Laws applicable to the Locate Service Provider and the Agreement and shall familiarize itself and procure all required permits and licenses and pay all charges, fees and assessments necessary or incidental to the due and lawful performance of this Agreement and the performance of the Service in accordance with the provisions hereof and maintain all documentation as may be required by all Laws, and shall indemnify and save harmless the Company, its directors, officers, elected officials, Chair, agents and employees, as applicable, against any claim or liability from or based on the violation of any such Laws, whether by the Locate Service Provider, its officers, employees, representatives or agents or a Subcontractor;
- (t) the Locate Service Provider shall initiate and maintain and assess and enforce all necessary safety precautions and programs to conform with all applicable Health and Safety Laws or other requirements, including the Manual, the other provisions of this Agreement and all other requirements of the Company that have been communicated by the CCA to the LSPCA in writing, wherever the Service is performed, that are designed to prevent injury to persons or damage to property on, about, or adjacent to any Service location. The Locate Service Provider shall submit its safety program to the Company at the time of execution of this Agreement and shall strictly comply with such program. Identification and rectification of contraventions or infractions of safety procedures is the responsibility of the Locate Services Provider;
- (u) on a regular basis, and at least annually, the Locate Service Provider shall review and consider the safety program provided in paragraph (t) above and update and amend such program so that such program complies with any changes in Law, Changes in Service, changes required by the Company and any other change in risk or circumstance with respect to the performance of the Service hereunder. A copy of such updated or annotated safety program shall be delivered to the CCA immediately upon completion. On a periodic basis upon the request of the Company, the Locate Services Provider shall provide the Company with a signed statement that it has satisfied its obligations regarding health and safety as provided herein, of any infractions or contraventions of such obligations and of the steps taken to rectify such infractions or contraventions;
- (v) the Locate Service Provider shall ensure that all Employees and Subcontractors have received all training regarding health and safety or any other matters required by applicable Law. The Location Service Provider shall, if specified by the Company, provide further training or implementation of any additional health and safety measure appropriate for the Service. The Locate Service Provider shall provide the Company written documentation of said training and worker qualifications and, upon request by the Company (as applicable), will ensure that the Locate Service Provider and its personnel participate in training and

certification activities and tracking through the Company's electronic learning management system;

- (w) upon request, the Locate Service Provider will allow the Company, or a representative designated by the Company, immediate access to any facility related to the Service in order to monitor and audit the Locate Service Provider's compliance with the health and safety requirements of this Agreement;
- (x) the Locate Service Provider shall provide to the Company health and safety statistics related to its performance of the Service as provided in the Manual or as directed by the Company, from time to time;
- (y) the Locate Service Provider will immediately report to the Company any personal injury, motor vehicle accident, or other damage or injury that occurs while the Locate Service Provider is performing the Service or at any Work Extent/Location. The Locate Service Provider shall follow the procedures established by the Company relating to injuries and accidents and provide such reports regarding injuries and accidents as the Company may require;
- (z) whenever the Locate Service Provider has not complied with its obligations set forth in this Agreement which non-compliance creates a circumstance requiring immediate action to ensure the health and safety of all Persons at any Work Extent/Location, the Company may take or require the Locate Service Provider to take such reasonable precautions as determined by the Company in its sole discretion, including the stoppage of Service. The taking of such action or actions by the Company (or its failure to do so) shall not limit the Locate Service Provider's liability or its obligations under this Agreement. The Locate Service Provider shall reimburse the Company for all costs incurred by the Company in taking such precautions and any costs incurred by the Locate Service Provider for such precautionary action and any subsequent remedial action shall be paid by Locate Service Provider;
- (aa) the Company reserves the right to require the Locate Service Provider: (i) to cease to have any particular Employee or Subcontractor perform any Service under this Agreement; and (ii) to remove from any Work Extent/Location any Employee or Subcontractor not properly observing or complying with any applicable Law or any other requirements of this Agreement;
- (bb) the Locate Service Provider shall be solely responsible for the safety of all Employees or any other Person on any Work Extent/Location for any purpose relating to the Locate Service Provider's performing the Service;
- (cc) when requested by the Company, the Locate Service Provider shall provide a dedicated, qualified health and safety professional to monitor the Service being performed under this Agreement;

Inaccurate Locates

- (dd) the Locate Service Provider will immediately report to the Company any “incident” or “near miss” involving Employees, any Subcontractor, the public, or property, arising from the Locate Service Provider's performance of the Service and shall follow the procedures set out in the Manual in respect of any inaccurate Locate, regardless of how the inaccurate Locate is discovered and whether or not it results in any “incident” or “near miss”;

Environmental

- (ee) the Locate Service Provider shall complete the Service in accordance with all Environmental Laws and shall not cause or permit the Release of any Hazardous Substances in relation to the Service, except in accordance with Environmental Laws. The Locate Service Provider will comply with all reporting and monitoring requirements under all Environmental Laws and will obtain all permits, certificates, approvals, registrations and licences necessary to perform the Service. The Locate Service Provider will not use any of the areas affected by the Service for the disposal of Waste;
- (ff) the Locate Service Provider shall be responsible for initiating, maintaining and supervising all environmental and safety precautions and programs in connection with the performance of the Service;
- (gg) the Locate Service Provider shall erect and maintain, as required by existing conditions and performance of the Service, reasonable safeguards for safety and protection of people and property, including posting signs warning against Hazardous Substances and hazards, describing and notifying owners and users of adjacent sites and utilities;
- (hh) when use or storage of Hazardous Substances or equipment or unusual methods are necessary for performance of the Service, the Locate Service Provider shall exercise utmost care and carry on such activities under supervision of properly qualified personnel; and
- (ii) the Locate Service Provider shall promptly remedy and be responsible for environmental damage and loss including, without limitation: clean-up or rehabilitation costs, damage to property or individuals, the Company's costs related to stoppage or delay of the Service including additional construction costs and costs of retaining qualified persons to remedy any environmental damage caused in whole or in part by the Locate Service Provider or a Subcontractor or by anyone for whose acts they may be liable hereunder or otherwise.

SECTION 5 – COVENANTS AND RELATIONSHIP OF THE PARTIES

5.1 Locate Service Provider's Responsibility for Service Methods

The Locate Service Provider shall perform the Service strictly in accordance with the Agreement, the Manual and all Laws.

5.2 The Locate Service Provider's Employees

The Locate Service Provider's servants, Employees and agents (including Subcontractors) are not, and shall not, under any circumstances whatsoever, be deemed to be the servants, employees or agents of the Company. The Locate Service Provider shall have sole responsibility for the instruction, management and control of and all other matters relating to such persons and shall indemnify and save the Company harmless in respect of any and all claims of such persons.

5.3 Competence of Locate Service Provider's Workers

The Locate Service Provider shall employ only qualified, competent, experienced and skilled workers to perform the Service. The Locate Service Provider shall, at its own cost and expense, train its employees to Ontario Regional Common Ground Alliance (ORCGA) Damage Prevention Technician (DPT) standards or agreed to equivalent standards. The Locate Service Provider is responsible for training its Employees including in the use and application of the Manual, the Plant Records, the Locate Tools and all specific procedural requirements of the Company and the requirements of applicable Law. Without limiting the foregoing, the Locate Service Provider shall be responsible for ensuring that its Employees have the work tools and the computer skills specified as part of the Technical Requirements or Manual.

Upon written notice from the LSPCA to the CCA, the CCA shall provide the answer to any questions the Locate Service Provider may have regarding mapping, systems and locate request processing in order to assist the Locate Service Provider in the training of its employees who will be performing the Service under this Agreement.

Any such assistance provided by the Company shall in no way be deemed to be a waiver or qualification of any of the Locate Service Provider's obligations to perform the Service nor qualify any of the Company's rights under this Agreement.

The Company shall not be obligated for any costs associated with this training except to the extent that Company personnel and facilities may be used.

5.4 CCA

The Company will designate a senior level individual to be the CCA (i) who will be the primary contact person with the Locate Service Provider in dealing with the Company under this Agreement, (ii) who will have the authority to make decisions and take actions on behalf of the Company in the ordinary course of day-to-day management of this Agreement, and (iii) who will serve as an escalated point of contact for any Service issues not resolved locally or regionally. The Company may from time to time replace the individual serving as the CCA (including short term replacements to provide for vacation and other temporary absences) by providing written notice to the Locate Service Provider. The CCA shall be the point of contact in all matters related to the interpretation of this Agreement.

In addition to any powers under the Agreement, the CCA has the authority to determine whether the Service has been performed in a manner acceptable to the Company. The CCA has the authority to require the LSPCA or other Employees to attend and to correct or re-perform Service at the Locate Service Provider's expense.

The CCA may designate some or all of his or her duties to another employee of the Company as determined by the CCA from time to time.

5.5 LSPCA

At the time of the execution of the Agreement, the Locate Service Provider shall give the Company written notice of the name and address of a senior-level individual who will be the LSPCA dedicated to the performance by the Locate Service Provider of all of its obligations under this Agreement and will be the principal contact person with the Company. The LSPCA (i) will be the primary contact person with the Company in dealing with the Locate Service Provider under this Agreement and the performance of the Service under and in accordance with this Agreement, (ii) will have overall responsibility for managing and coordinating the performance of the Service in accordance with the terms hereof, (iii) will meet regularly with the CCA, (iv) will have the authority to make decisions and take actions on behalf of the Locate Service Provider in the ordinary course of day-to-day performance and management of the Service and (v) will serve as an escalated point of contact for any unresolved Service issues. The Company may request the removal and replacement of the LSPCA in which case the LSPCA shall immediately be removed and replaced with a representative of the Locate Service Provider acceptable to the Company. The Locate Service Provider shall designate and provide the Company written notice with the name and address of the LSPCA and any replacement of the LSPCA.

5.6 Instructions and Cessation of Service

The Locate Service Provider shall not take any instructions, including instructions as to any Change in Service, or accept any decisions or interpretations purportedly made on behalf of the Company, except those given or made by the CCA or by, and within the express authority of, his or her designee.

All instructions, decisions or contractual interpretations given or made by the Company in respect of this Agreement or the performance of the Service hereunder shall be communicated in written form by the CCA to the LSPCA.

The CCA has the right to require that the Locate Service Provider cease the performance of Service if the Company has any grounds to believe that the Service is being performed or is about to be performed in a hazardous manner, an unsafe manner, or not in compliance with this Agreement. The cost of cessation of the Service (and commencing the Service after cessation) is that of the Locate Service Provider.

5.7 Change in Service

The Company may, at any time by a Notice in writing from the CCA delivered to the LSPCA change or issue additional instructions, and change, omit or require Change in Service to be performed by the Locate Service Provider which shall include any change, addition or amendment to or deletion from or restatement of the Manual, any Company Technical Specifications in the Manual, or other specific procedural requirements of the Company. In such event the Company shall have full authority to specify the amount and kind of Service to be performed or omitted, the materials to be used and the equipment to be furnished as fully as though such changes had been incorporated in this Agreement. The Locate Service Provider

shall make no additions, changes, alterations or omissions, nor supply or use extra materials or equipment, of any kind, to the Service without the prior written consent of the CCA. Where a Change in Service is authorized or requested by the CCA, the Locate Service Provider shall provide such additional personnel and equipment as are necessary to complete the Change in Service within the time specified by the Company. The time for the completion of the Service shall not be exceeded unless approved in writing by the Company.

A Change in Service shall not increase the Compensation unless the Locate Services Provider can demonstrate to the satisfaction of the Company, acting in a commercially reasonable manner, that such change in Service shall materially increase the cost of Service to the Locate Services Provider. If any Change in the Service shall decrease the cost of the Service to the Locate Service Provider, the Compensation shall be reduced proportionately.

Where a Change in Service results in a change to any of the Schedules, including Schedule 2.1 – Geographic Area, Schedule 2.1(b) – Company Specific Terms and Conditions, Schedule 2.1(c) – Performance Matrix, Schedule 8.1 – Compensation, or Schedule 8.3(c) – Billing Accuracy, the amendment reflecting such change shall be attached hereto and form a part hereof and any restated Schedule shall replace the original Schedule and such restated Schedule shall be attached hereto and form a part hereof.

SECTION 6 – PRIVACY LAW

6.1 Privacy Law

In performing the Service, the Locate Service Provider may obtain personal information about customers and potential customers of the Company and employees of the Company, including without limitation, name, address, telephone number and service location or number. All such information is referred to hereafter as “Personal Information.” In the course of performing Service hereunder, the Locate Service Provider agrees to comply with Privacy Law and shall only use such Personal Information for the purposes of performing the Service hereunder. Furthermore, the Locate Service Provider acknowledges and agrees that it will: (i) not otherwise use or disclose any Personal Information to any affiliated or unaffiliated third parties, except as expressly permitted in writing by the Company; (ii) not transmit or provide access to Personal Information to or from any facility outside of Ontario; (iii) establish policies, procedures and security measures in accordance with Privacy Law and industry standards appropriate to the sensitivity of the Personal Information to protect Personal Information from unauthorized use or disclosure; (iv) implement such policies, procedures and security measures thoroughly and effectively and in accordance with the terms thereof; (v) ensure that only such of its Employees as have a need to know the Personal Information for the performance of the Service have access to the Personal Information; (vi) not develop or derive for any purpose whatsoever any other product in machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, Personal Information; (vii) not use the Personal Information for any marketing efforts and not sell or convey Personal Information to third parties; and (viii) upon completion of its Service for or on behalf of the Company hereunder, or upon the earlier request of the Company, destroy all Personal Information and all copies and records thereof unless otherwise agreed to in writing by the Company. The Company shall be entitled to conduct a review under Section 12 of the Locate Service Provider’s Personal Information handling practices and procedures to ensure the Locate Service Provider’s compliance with the foregoing

provisions and Privacy Law. The Locate Service Provider shall at its own cost co-operate with and assist the Company in complying with any audits performed by government officials under the Privacy Law, adopt any recommendations of such government officials and/or the courts, and immediately notify the CCA of any breaches of Privacy Law.

SECTION 7 – STOPPAGE OF SERVICE AND TERMINATION

7.1 Right of Company to Stop and Take Over Service

(a) Inadequate Performance

Without limiting any other provisions of this Agreement including paragraph (b) of this Section below and Section 4.1(y), if the Locate Service Provider fails to carry on any part of the Service covered by this Agreement in a manner which is completely satisfactory to the Company, or in the event the Service is not proceeding with such speed as to comply with this Agreement or in the event of failure of the Locate Service Provider to comply with any other requirement of the Agreement, then the Company may, subject to its other rights hereunder, notify the Locate Service Provider in writing that it is in default and instruct it to correct the default or failure within five Business Days following the receipt of the Notice. If the correction of the default or failure cannot be completed in the five Business Days specified, the Locate Service Provider shall be in compliance with the Company's instructions if it:

- (i) commences the correction of the default or failure within the five Business Day period;
- (ii) provides the Company with a schedule acceptable to the Company in its sole discretion for such correction; and
- (iii) completes the correction in accordance with such schedule.

If the Locate Service Provider fails to correct the default or failure in the five Business Day period or the period subsequently agreed upon, the Company, without prejudice to any other right or remedy it may have, may:

- (iv) correct such default or failure and deduct the cost thereof from any payment then or thereafter due the Locate Service Provider, or
 - (v) forthwith terminate the Locate Service Provider's right to continue with the Service or the Agreement, or both, in whole or in part.
- (b) Where the Locate Services Provider has failed to comply with this Agreement or defaulted in any of the ways described in paragraph (a) above of this Section and the Company, in its absolute discretion, determines that such default or failure cannot be corrected to the Company's satisfaction, then the Company shall have immediately available to it the remedies specified in subparagraph (iv) and (v) of paragraph (a) above of this Section and the Locate Services Provider shall not have available to it the provisions of rectification provided for in such paragraph.

7.2 Termination

- (a) **Immediate Termination Upon Notice:** This Agreement may be terminated by the Company with immediate effect or with effect at a later date to be determined by the Company, upon written notice to the Locate Service Provider, such notice specifying the basis for termination if:
- (i) the Locate Service Provider is in material breach of this Agreement, which shall include: (A) any action or omission that endangers the safety of any individual or material property; or (B) failure to obtain insurance or bonds of the type and in the amount and as specified in Section 13.2; or
 - (ii) a breach of the confidentiality or Intellectual Property provisions of this Agreement; or
 - (iii) a decree or order of a court of competent jurisdiction is entered adjudging the Locate Service Provider a bankrupt or insolvent or approving as properly filed a petition seeking the winding-up of the Locate Service Provider under the *Companies' Creditors Arrangement Act* (Canada), R.S. 1985, c.C-36 or the *Bankruptcy and Insolvency Act* (Canada), R.S. 1985, c. B-3, the *Winding Up and Restructuring Act* (Canada), R.S. 1985, c. W-11 or any other bankruptcy, insolvency or analogous law of any other jurisdiction or issuing sequestration or process of execution against any substantial part of the assets of the Locate Service Provider or ordering the winding up or liquidation of its affairs; or
 - (iv) the Locate Service Provider makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada), R.S. 1985, c. B-3 or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), R.S. 1985, c. C-36, the *Winding Up and Restructuring Act* (Canada), R.S. 1985, c. W-11 or any other bankruptcy, insolvency or analogous law of any other jurisdiction, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in or permits the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition; or
 - (v) an encumbrancer takes possession of all or a substantial portion of the property of the Locate Service Provider, taken as a whole, by appointment of a receiver, receiver and manager, or otherwise; or

- (vi) the Locate Service Provider suspends or threatens to suspend carrying on its business in the ordinary course or makes a decision or takes any action toward or passes a resolution for its winding up or dissolution; or
- (vii) the Locate Service Provider becomes insolvent, takes the benefit of any bankruptcy or insolvency law or a petition in bankruptcy is filed by or against it; or
- (viii) the Locate Service Provider assigns or purports or threatens to assign this Agreement or if the Locate Service Provider assigns or purports or threatens to assign any portion of this Agreement or if without the prior written consent of the Company in accordance with the provisions hereof the Locate Service Provider subcontracts or purports or threatens to subcontract any portion of this Agreement or the Service; or
- (ix) there is a direct or indirect change in control of the Locate Service Provider or the Locate Service Provider sells or otherwise disposes of, or threatens to sell or otherwise dispose of, all or a substantial part of its undertaking and property and assets whether in one transaction or a series of transactions; or
- (x) at any time there occurs an event or circumstance which, in the opinion of the Company, represents a material adverse change in the business, operations, property or financial or other condition of the Locate Service Provider which would negatively affect the ability of the Locate Service Provider to perform the Service in accordance with this Agreement or otherwise discharge its obligations hereunder; or
- (xi) the Locate Service Provider is in breach of or default under any other agreement with the Company; or
- (xii) the Locate Services Provider fails during any calendar quarter to satisfy the performance criteria set out in Schedule 2.1(b) or Schedule 2.1(c).

In addition, the Company may elect, in its sole discretion, to allow the Locate Service Provider the opportunity to cure any breach which gives rise to a termination notice under this Section 7.2, within the time period it determines. In such case, this Agreement shall be automatically terminated at the expiration of the cure period if the Locate Service Provider has failed to cure the breach to the entire satisfaction of the Company.

7.3 Company's Right to Damages

The Locate Service Provider acknowledges the Company's right to damages for any breach by the Locate Service Provider of the terms of this Agreement either in whole or in part, including but not limited to the right to damages where the Company has terminated this Agreement in accordance with the provisions hereof.

7.4 Taking Over Service on Termination

In the event of any termination as provided in this Section 7, the Company shall have the right to terminate the right of the Locate Service Provider to proceed with the Service and to finish the Service terminated by any method that the Company may deem expedient, including the employment of another locate service provider or contractors on such terms as the Company may deem advisable. Furthermore, the Company may withhold further payments to the Locate Service Provider until the Service is finished and charge the Locate Service Provider the amount by which the full cost of completing the Service exceeds the unpaid balance of the Compensation; however, if such cost is less than the unpaid balance of the Compensation, then the Company shall, within a reasonable time, pay the Locate Service Provider the difference.

7.5 Obligations After Termination

The following obligations of the Locate Service Provider (and rights of the Company under Section 12) shall continue in force after any such termination:

- (a) obligation as to quality, correction and warranty of the Service;
- (b) confidentiality and intellectual property obligations;
- (c) privacy obligations;
- (d) audit obligations under Section 12; and
- (e) such other obligations, if any, that are specified to continue in force after termination in the Company Specific Terms and Conditions.

7.6 Termination for Convenience

The Company may, in its sole discretion, terminate this Agreement without cause provided that it first gives a minimum of 30 days written notice to the Locate Service Provider. In the event that this Agreement is terminated pursuant to this Section 7.6, and provided the Locate Service Provider is not otherwise in default, the Company shall pay the Locate Service Provider for all Service performed in accordance with the provisions hereof to the effective date of termination. The Company shall not be held liable for damages or loss of anticipated projects on account of such termination.

7.7 Termination Assistance Service

Commencing on the delivery of any notice of termination or non-renewal of this Agreement (or such other date as mutually agreed by the Parties), and continuing through the effective date of the expiration or termination (the "End Date"), the Locate Service Provider shall perform for the Company the Service, without interruption or adverse effect in accordance with the provisions hereof to facilitate the orderly transition and migration of the Service to the Company or its designee (the "Termination Assistance Service"). Where the Company does not require the Locate Service Provider to perform some or all of the Termination Assistance Service, the Company shall so advise the Locate Service Provider and the Locate Service Provider shall only perform the Termination Assistance Service required by the Company, all in accordance with the

provisions hereof. The Company may, by written notice to the Locate Service Provider, require that the Locate Service Provider provide Termination Assistance Service for a period of up to one hundred and twenty (120) days following the End Date (the "Transition Period"), and the Agreement Term shall be extended for such Transition Period. The Company shall pay the Locate Service Provider the fees as set out in the Agreement for any Termination Assistance Services provided during the Transition Period or such other fees as agreed to by the Parties.

7.8 Repossession of Company Property and Taking Over Service on Termination

In the event of any termination of this Agreement by the Company as hereinbefore provided, the Company shall have the right to enter upon the Locate Services Provider's premises and the Work Extent/Location of the Service and take possession of all machinery, equipment, tools and hardware and software provided by the Company to the Locate Service Provider for the performance of the Service including any of the property described in Section 7.9. The Company may finish any Service that is in process at the time of termination without liability to the Locate Service Provider and without charge to the Company, by any method that the Company may deem expedient, including the employment of another contractor on such terms as the Company may deem advisable in its sole discretion. Furthermore, the Company may withhold further payments to the Locate Service Provider until the Service is finished and charge the Locate Service Provider the amount by which the full cost of completing the Service exceeds the unpaid balance of the Compensation; however, if such cost is less than the unpaid balance of the Compensation, then the Company shall pay the Locate Service Provider the difference.

7.9 Return of Company Property

Upon the expiration or termination of this Agreement for any reason whatsoever, the Locate Service Provider shall within 24 hours of such termination return to the Company all property of the Company held by, in the possession of or used by the Locate Service Provider including, without limitation, all identification badges, Manual, tools (including any Locate Tools), equipment, materials, supplies, hardware, software, the Company Confidential Information, Intellectual Property, Plant Records, Records, locate sheets and station keys and value keys, without retaining any copies of the foregoing in any medium. To the extent that any of the foregoing cannot be returned, the Locate Service Provider shall immediately destroy all of the subject matter referred to in this Section. The Locate Service Provider shall cease using any Confidential Information or Intellectual Property including trade-marks of the Company and any software in any form whether owned or licensed by the Company, or exercising any Licensed Rights. The Locate Service Provider shall further cease accessing any computer systems or databases of the Company for any purpose whatsoever and shall terminate such access. The Locate Service Provider acknowledges and agrees that the Company may revoke any and all access to the Locate Service Provider, any Subcontractors, or the personnel of either, to any computer system or databases immediately upon termination of this Agreement. All of the actions referred to in this Section 7.9 shall be performed to the satisfaction of the Company. The Company may agree to permit the Locate Service Provider to continue to hold Company property where the Company has provided the Locate Service Provider with written notice that it requires that the Locate Service Provider will provide Termination Assistance Service to the Company but this right shall only apply to Company property specified by the Company in writing. Without limiting any other provision, the Locate Service Provider shall ensure that any Subcontractor shall comply strictly with the Locate Service Provider's obligations under this

Section 7.9. The Locate Service Provider shall be vicariously liable for the failure of any Subcontractors to comply with the Locate Service Provider's obligation under this Section 7.9.

SECTION 8 – COMPENSATION, TAXES AND PAYMENTS

8.1 Compensation

The Locate Service Provider shall be paid the Compensation in accordance with Schedule 8.1 – Compensation.

The Compensation represents all consideration to be received by the Locate Service Provider from the Company for the Service and shall cover and include including, without limitation, for all supervision, labour, material, use of equipment, overhead, profit, and all other costs and expenses incurred by or on behalf of the Locate Service Provider.

8.2 Taxes

Each Party shall be responsible for all Taxes which it is by Law required to pay. For greater certainty, the Company shall in no way be responsible to compensate the Locate Service Provider, or any of its Subcontractors for any liability that any of them may incur for Taxes; the payment of such Taxes shall be the sole responsibility of the Locate Service Provider, or its Subcontractors, as the case may be.

The Locate Service Provider understands that the Company may be required to withhold amounts in respect of Taxes from the Compensation payable to the Locate Service Providers under the laws, rules and regulations related to payment to non-residents and to remit such amounts to relevant taxing authorities, which amounts shall be deducted from amounts due and owing to the Locate Service Provider hereunder, and that the Company shall not be liable to the Locate Service Provider in any manner for amounts withheld and remitted.

8.3 Payments

(a) Application for Payment

Applications for payment shall include an invoice in the form provided in the Manual ("Invoice") and a detailed report in the form provided in the Appendices to the Manual.

(b) Payment

Following receipt of an Invoice, the Company will issue final payment to the Locate Services Provider in accordance with the provisions set out in Schedule 2.1(b) – Company Specific Terms and Conditions, or such other terms and conditions as the Parties may agree to.

(c) Billing Accuracy

The Company may audit the Locate Service Provider's Invoices and billing accuracy in accordance with the terms set out in Section 12 and Schedule 8.3(c) – Billing Accuracy.

8.4 Most Favoured Customer

The Locate Service Provider warrants that the prices shall be at least as low as those charged to the most favoured customer of the Locate Service Provider for similar services of comparable quality and quantity and an officer of the Locate Service Provider shall confirm compliance with this Section in writing at each anniversary of the effective date of this Agreement.

SECTION 9 – INSPECTION OF THE SERVICE

9.1 Company’s Right of Inspection

The Locate Service Provider shall co-operate with and provide the Company with every reasonable facility to ascertain the quality of the Service performed and measure the performance of the Service in accordance with this Agreement from time to time and in this regard shall meet with the Company and provide such written reports in each case as from time to time required by the Company.

SECTION 10 – CONFIDENTIALITY

10.1 Confidentiality

- (a) Confidential Information. In connection with this Agreement, each of the Parties has disclosed and may continue to disclose to the other party information that relates to the disclosing party’s business operations, financial condition, customers, products, services or technical knowledge. Except as otherwise specifically agreed in writing by the Parties, the Locate Service Provider and the Company each agrees that (i) all information communicated to it by the other and identified as confidential or proprietary, whether before or after the date hereof, including the Manual and the contents thereof (ii) all information identified as confidential or proprietary to which it has access in connection with the performance of its obligations under this Agreement, whether before or after the date hereof, (iii) all information communicated to it that reasonably should have been understood by the receiving Party, because of confidentiality or similar legends, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing Party, (iv) all business methods, technologies, designs, and specifications, and (v) the terms and conditions of this Agreement (collectively and including any modifications, improvements, enhancements or derivatives of (i) to (v) above, the “Confidential Information”), will be and will be deemed to have been received in confidence and will be used only for purposes of this Agreement. Confidential Information includes information (including materials) in written, graphic, machine readable or other tangible form and includes technical knowledge and information, know-how, Plant Records, financial information, customer lists, customer information, supplier lists, supplier information, employee records, business plans, information pertaining to business operations, services, markets and operations and data, information stored on storage media, software, tools and methodologies. The Parties acknowledge that third-party information or software may be subject to additional confidentiality restrictions imposed by the applicable vendor’s license or other agreement and is subject to and the Locate Service Provider agrees to be

bound by the additional restrictions imposed by the applicable vendor's license including with respect to confidentiality, use and ownership including ownership of modifications and enhancements.

- (b) **Safeguarding and Permitted Disclosure.** Each Party's Confidential Information will remain the property of that Party and shall not be disclosed, made available, sold or transferred to any other Person in any manner or for any purpose whatsoever. Each of the Parties shall use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. For the purpose of clarification, this does not permit the Parties to allow third parties to whom it generally permits access to their own Confidential Information, access to the Confidential Information of another Party. Each Party may disclose relevant aspects of the other Party's Confidential Information to its employees, elected officials, Chair, subcontractors (Subcontractors only in the case of the Locate Services Provider), professional advisors and agents, as applicable ("Third Party Recipients"), to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under this Agreement, provided however, that in each such case: (i) such Party shall be vicariously liable for the failure of any Third Party Recipients to comply with such Party's obligations hereunder, and (ii) such Third Party Recipients are under a duty of confidentiality in favour of such Party or have signed a confidentiality agreement in favour of such Party, in each case, that afford no less protection to the Confidential Information than the terms and conditions of this Agreement.
- (c) **Use of Confidential Information.** Except as provided elsewhere in this Agreement, neither Party shall (i) make any use or copies of the Confidential Information of the other Party except as contemplated by this Agreement and for the purposes of this Agreement, (ii) acquire any right or interest in or assert any lien against the Confidential Information of the other Party, or (iii) sell, assign, lease or otherwise commercially exploit the Confidential Information of the other Party. Neither Party may withhold the Confidential Information of the other Party or refuse for any reason (including due to the other Party's actual or alleged breach of this Agreement) to promptly return to the other Party its Confidential Information, including copies thereof, if requested to do so. Upon expiration or any termination of this Agreement, at the request of a Party, the receiving Party shall return or destroy, as the disclosing Party may direct, all documentation in any medium that contains or refers to the disclosing Party's Confidential Information, and retain no copies thereof.
- (d) **Permitted Disclosures.** This Section 10.1 will not apply to any particular information that either Party can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party or a Subcontractor or Employee in the case of the Locate Service Provider; (iii) was in the possession of the receiving Party at the time of disclosure to it and was not the

subject of a pre-existing confidentiality obligation; (iv) was received after disclosure to it from a third party who did not obtain such information as a result of a wrongful or illegal act and further had a lawful right to disclose such information to it; or (v) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party. A Party will not be considered to have breached its obligations under this Section 10.1 for disclosing Confidential Information of the other Party (including the portions of this Agreement that constitute Confidential Information) to the extent required to satisfy any legal requirement of a court, tribunal or other competent governmental, administrative or regulatory authority, including such authority acting under Privacy Legislation; provided that the disclosing Party is given sufficient notice to enable it to seek an order limiting or precluding such disclosure. In addition, the Company shall not be considered to have breached its obligations under this Section 10.1 for disclosing to the Participants the reports provided for in the Manual. For clarification purposes, the Locate Service Provider shall be permitted to provide to excavators the sketches created in providing the Service, as particularized in the Manual.

- (e) No Licenses. Nothing contained in this Section 10.1 will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Confidential Information or Intellectual Property of the other Party. Without limiting any other provision, all information exchanged under this Agreement is provided "AS IS".
- (f) Intellectual Property. Subject to the other provisions hereof including those contained in Section 10.1(a) and Section 10.1(e), each Party shall be entitled to make intellectual property filings, and obtain intellectual property registrations, based on Intellectual Property developed by such Party. For the sake of clarity, only the Company shall be entitled to make intellectual property filings and obtain intellectual property registrations, based on Work Product.
- (g) Sensitive Information. The Parties acknowledge that their respective Confidential Information constitutes commercial and financial information that has been supplied in confidence and the disclosure of which could reasonably be expected to harm significantly the competitive position, and interfere significantly with the commercial interests, of each of the Parties, and further, could reasonably be expected to harm the financial or economic interests of each of the Parties. Accordingly, the Parties confirm their intention that all Confidential Information disclosed to each other shall be deemed to be confidential and prohibited from disclosure to third persons.
- (a) Required Disclosure. If the Company is a provincial institution, municipality, or municipal institution, this Section may apply. The Locate Services Provider acknowledges that all information that is in the custody or control of the Company may be subject to the access provisions of the *Freedom of Information and Protection of Privacy Act (Ontario)* and *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*, in each case, as amended or replaced

from time to time. To the extent permitted under the applicable statute(s), the Company will inform the Locate Services Provider of any request made of the Company under such statute for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by the Locate Service Provider to the Company so that the Locate Services Provider will have an opportunity to make representations with respect to the proposed disclosure.

10.2 Safeguarding of Intellectual Property

The Locate Service Provider shall develop, implement and maintain data integrity, backup, security and privacy technologies, procedures, policies and controls that meet or exceed applicable industry standards or as the Company may require from time to time, including as provided in the Manual and also including the creation of backup data and the creation of a business continuity plan.

10.3 Unauthorized Acts

The Locate Service Provider shall:

- (a) notify the Company promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the Company's Confidential Information or Intellectual Property by any Person that may become known to such Party;
- (b) promptly furnish to the Company details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist the Company in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Company's Confidential Information or Intellectual Property;
- (c) use reasonable efforts to cooperate with the Company in any litigation and investigation against third parties deemed necessary by the Company to protect its proprietary rights and Confidential Information or Intellectual Property; and
- (d) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of the Company's Confidential Information or Intellectual Property.

The Company will reimburse any reasonable out-of-pocket expenses incurred by the Locate Services Provider as a result of compliance with this Section 10.

SECTION 11 – PROPRIETARY RIGHTS

11.1 Ownership of Work Product and Permitted Use Thereof

- (a) All Work Product and any related Intellectual Property owned by a Party prior to the Commencement Date will continue to be owned by such Party during the Agreement Term and thereafter. No Intellectual Property owned by the Locate

Service Provider prior to the Commencement Date may be included in the Work Product, without the prior written consent of the Company.

- (b) All Work Product that has been prepared, created, written or recorded in any manner related to the Service by: (i) the Locate Service Provider, (ii) the Company, or (iii) the Locate Service Provider and the Company jointly after the Commencement Date shall be the exclusive property of the Company.
- (c) The Locate Service Provider shall not release to any third party, any portion of any Work Product, unless otherwise authorized in writing by the Company, including by not limited to the Manual. For the purposes of further clarification, the Locate Service Provider shall be permitted to provide to excavators the sketches created in providing the Service, as particularized in the Manual.
- (d) The Locate Service Provider hereby assigns and agrees to assign to the Company all right, title and interest in any Work Product, howsoever created from the Commencement Date. The Locate Service Provider agrees to take such steps and to execute any such further documents as may be necessary to perfect or register any of the rights referred to in this Section 11.1.
- (e) The Locate Service Provider represents and warrants that it shall, in a written contract with any Subcontractor, obtain for the Company the same rights in relation to any Work Product developed by the Subcontractor, as this Agreement provides to the Company in relation to any Work Product developed by the Locate Service Provider.
- (f) During the Agreement Term the Locate Service Provider shall have a nonexclusive, non-transferable, non-assignable, royalty-free, license to use Work Product or any related Intellectual Property in relation to performance of the Service hereunder, solely for the normal internal business purposes of the Locate Service Provider under this Agreement and during the Agreement Term and not for the benefit of others or for any other purpose whatsoever. For clarification purposes, the license referred to in this Section 11.1(f) does not confer any rights to sub-license whatsoever. The license referred to in this Section 11.1(f) shall terminate immediately upon termination or expiration of this Agreement.
- (g) The Locate Service Provider represents and warrants that it owns or has obtained licenses to all Confidential Information or Intellectual Property necessary to perform the Service. The Locate Service Provider shall immediately inform the Company if it is aware, or becomes aware, that performance of the Service or the use of any Confidential Information or Intellectual Property necessary to perform the Service constitutes infringement or inducement to infringe the Intellectual Property rights of others.
- (h) In the event that the Locate Service Provider develops or obtains rights to any computer system, software program, or database that is related to the provision of the Service or operable in conjunction with the Plant Records or any hardware or software that is part of the Locate Tools (other than as described in Section 11.1(i) below) (referred to as "Locate Service Provider Technology"), it is agreed that:

- (i) the Locate Service Provider shall provide full disclosure of the Locate Service Provider Technology to the Company on a timely basis, and provide such access to appropriate personnel of the Company as is required to evaluate the Locate Service Provider Technology (including but not limited to a demonstration of the operation of the Locate Service Provider Technology);
 - (ii) the Company shall have a perpetual, non-exclusive, non-transferable, non-assignable, royalty-free license to use the Locate Service Provider Technology in any manner, solely in conjunction with Plant Records created based on the Service provided by the Locate Service Provider;
 - (iii) to the extent that the Company requires a license beyond the scope of Section 11.1(h)(ii) (including for example for the purposes of providing access to the Locate Service Provider Technology to other similar service providers), the Locate Service Provider agrees to negotiate in good faith a commercially reasonable license to the Locate Service Provider Technology;
 - (iv) the Locate Service Provider shall during the Agreement Term maintain any computer code that is part of the Locate Service Provider Technology, and provide access to the Company on a timely basis to any upgrades, updates, fixes or other modifications thereto;
 - (v) in the event that the Company wishes to use the Locate Service Provider Technology, the Parties shall negotiate in good faith a source code escrow arrangement in regard to any source code that is part of the Locate Service Provider Technology, which shall include:
 - (A) placement of the source code with an escrow agent mutually acceptable to the Parties, acting on a reasonable basis, the cost of which shall be paid for by the Company; and
 - (B) reasonable source code escrow release events; and
 - (vi) the Locate Service Provider agrees in good faith to take such steps as are required to give effect to the intent of this Section 11.1(h), which include but are not limited to delivering the Locate Service Provider Technology to the Company in a form that permits the Company to exercise its rights under this Section 11.1(h).
- (i) In the event that the Parties intend to jointly develop a computer system, software program, or database that is related to the provision of the Service or operable in conjunction with the Plant Records or any hardware or software that is part of the Locate Tools ("Joint Technology"), the Parties agree that they shall enter into a formal arrangement regarding their respective rights and obligations in regards to the Joint Technology, including but not limited to obligations regarding the development and testing of the Joint Technology, rights to use the Joint Technology, and rights to license the Joint Technology to third parties

11.2 Company Plant Records System

Without limiting any other provision of this Agreement or this Section, the Locate Service Provider acknowledges and agrees that the Company either owns or licenses all software and other intellectual property relating to the Company Plant Records System and that, (i) all such software and intellectual property is Company Confidential Information, (ii) the Locate Service Provider shall comply with the terms of any end user agreements relating to such software and intellectual property of which it is made aware and will indemnify and hold harmless the Company in accordance with the provisions of Section 13.1 (Indemnity and Defence) for any breach of such end user agreements; and (iii) while the Locate Service Provider has limited rights to use such software and intellectual property during the Agreement Term in connection with the performance of the Service all rights thereto shall immediately terminate on the termination or expiration of this Agreement for any reason whatsoever. The Locate Service Provider acknowledges and agrees that any use of the Company Plant Records System other than in accordance with this Agreement in connection with the performance of the Service or any assignment or attempted or purported assignment of any of its rights with respect to the Company Plant Records System may result in the immediate and automatic termination of this Agreement, in the Company's sole discretion.

11.3 Locate Tools

- (a) The Locate Service Provider acknowledges and agrees that the Locate Tools shall not be shared in any way or manner whatsoever with any other clients and/or third parties of the Locate Service Provider unless the Locate Service Provider is specifically authorized by the Company to do so in writing. The Locate Tools shall be used for the sole purpose of the performance of Service.
- (b) The Locate Service Provider shall ensure that the use of the Locate Tools, if any, shall in all respects comply with the Licensed Rights defined in the Company Specific Terms and Conditions and the terms and conditions set out in this Section 11.3.
- (c) The Locate Service Provider shall ensure that the Software is secured and kept in a locked environment for the same degree of security and care that it utilizes for its own software.
- (d) The Locate Service Provider shall provide access to the Company and its employees and agents at all times upon prior written notice from the Company, to the Software for the purpose of inspecting, maintaining, upgrading or removing the Software. While on the premises of the Locate Service Provider, the Company, its employees and agents agree to abide by the reasonable security requirements of the Locate Service Provider.
- (e) The Locate Service Provider confirms and acknowledges that it is not obtaining, nor is it acquiring any rights, license, sublicense or the utilization of the Locate Tools other than specifically provided for in this Agreement. The Locate Service Provider shall not disassemble, decompile, reverse assemble, translate, modify decrypt or deconstruct software or hardware or any method or process of obtaining or converting any information, data, or software from one form into a

human readable form that is part of or embodied in the Locate Tools or otherwise provided by the Company. The Locate Service Provider shall not assign, license, sub-license or otherwise transfer voluntarily or involuntarily by operation of Law or otherwise, any right or use of the Locate Tools.

11.4 Trade-Marks

The Locate Service Provider may not use in its communications, including press releases, publicity, referred customers listing or marketing literature or promotional material either the Company's name, or the name of any of the Company's affiliates or any of their the trade-marks and related official seals, the fact that it has signed this Agreement with the Company, or any information which may reasonably be seen to imply that the Locate Service Provider has entered into an agreement with or has a relationship with the Company or its affiliates, without first obtaining the Company's written approval and, if applicable, signing a license agreement in a form to be provided by the Company. The Locate Service Provider shall use the trade-marks solely within the scope of any such written authorization provided by the Company.

11.5 Further Assurances

The Locate Service Provider and the Company agree to execute and deliver such instruments and documents as the other Party reasonably requests to evidence or effect the acknowledgements, covenants and agreements contemplated by this Section.

SECTION 12 – EXAMINATION, REVIEW, AUDIT AND OTHER RIGHTS

12.1 Right to Examine Locate Service Provider Business Records

The Company shall have electronic access during normal business hours of the Locate Service Provider to and be entitled to inspect and be provided with electronic copies of such business records applicable to the Service, including invoices and all supporting documentation and calculations and the Locate Service Provider personnel, as are necessary to verify any calculation of the amount to be paid to the Locate Service Provider in respect of any Service.

12.2 Operational Review

The Locate Service Provider shall provide to such employees, representatives and agents (including independent third party auditors) of the Company as the Company may designate in writing, access to any facilities or premises of the Locate Service Provider, to the assets and equipment and materials used by the Locate Service Provider to perform the Service, to Subcontractors and Employees, and to information applicable to the Service and to all data, records (including invoices), operational records, log books, charts, maps, plans, lists of materials, supplies and equipment and supporting documentation maintained by the Locate Service Provider with respect to the Service (collectively the "Records") (in any form whatsoever) for the purpose of (i) performing operational reviews, audits and inspections of the Locate Service Provider and its businesses (including any operational audits necessary to enable the Company to meet and satisfy all Laws and regulatory requirements), (ii) to perform quality checks and to confirm that the Service is being performed in accordance with this Agreement, including the Manual and all quality acceptance and quality control requirements of the Company (iii) to verify the integrity of the Locate Service Provider's reports hereunder, (iv) to

monitor, investigate, review and audit any process or procedures that relate to the performance of Service or the preparation and delivery of any invoices, (v) ensure security measures relating to the Company Confidential Information, Personal Information and Company Intellectual Property are satisfactory, and (vi) to verify the quality of the Service or the accuracy of any statement, charge or computation made pursuant to the provisions of this Agreement, (vii) to ensure compliance with the terms and conditions of this Agreement including, without limitations those contained in Section 4 with respect to environmental and health and safety matters and privacy. The scope of such reviews and audits may include, without limitation, and when applicable, (x) the Locate Service Provider's practices and procedures, (y) controls (e.g., organizational controls, input/output controls, system modification controls, processing controls, system design controls, and logical and physical access controls) and (z) business continuity plans, environmental response plans and disaster recovery and back-up plans and procedures. Any reports received as a result of these reviews or audits will be addressed to the Company.

12.3 General Principles Regarding Maintenance of Records and Reviews and Audits

- (a) The Locate Service Provider shall keep and maintain all of its financial records in accordance with Canadian generally accepted accounting principles consistently applied.
- (b) The Company shall use commercially reasonable efforts to conduct such reviews and audits in a manner that will result in a minimum of inconvenience and disruption to the Locate Service Provider's business operations. Reviews and audits may be conducted only during normal business hours of the Locate Service Provider and only as frequently as reasonably necessary. The Company will provide the Locate Service Provider with reasonable prior written notice of each review or audit. The Locate Service Provider will make available on a timely basis its appropriate personnel and the information reasonably required to conduct the review or audit and will assist the designated employees and agents of the Company or its auditors as reasonably necessary. All information learned or exchanged in connection with the conduct of a review or audit, as well as the result of any review or audit, constitutes Confidential Information and will be subject to the provisions of Section 10. Any reports received as a result of these reviews or audits will be addressed to the Company.
- (c) The Company may engage at its own expense for the performance of financial reviews or audits contemplated by this Section any recognized accounting firm, in the event that the services are not provided by the Company's internal audit staff, and, in this regard, the Locate Service Provider shall (at its own expense) make available its employees and records.
- (d) The performance by or on behalf of the Company of any reviews or audits hereunder is no assurance that the Service performed complies with the provisions hereof which performance shall remain the sole responsibility of the Locate Service Provider.
- (e) Each Party will pay its own costs as provided herein in connection with any review or audit performed under the provisions of this Section 12 except, (i) where an audit confirms that Compensation was paid at a rate of 5% or more

above the amount mandated hereunder or (ii) where an operational review confirms that the Locate Service Provider has failed to comply with the provisions of or satisfy the requirements of Section 2 or Section 3, in which case the Locate Service Provider will pay the Company's cost of the audit or review, as the case may be.

12.4 Quality Audits

Upon the request of the Company, the Locate Service Provider, at its own expense, shall retain a qualified third party to conduct an audit of its: (a) quality management program, (b) health and safety program, and (c) environmental program; and its compliance with each of such programs. The third party conducting the audit must be approved in advance by the Company.

The Locate Service Provider will provide, within 30 days of the audit, a full and complete copy of the audit report, together with plans to address the non-conformances or deviations identified therein. All non-conformances or deviations will be corrected within timelines agreed to by the Company. The Locate Service Provider shall complete follow-up audits to demonstrate non-conformances or deviations have been corrected and report on such completion and correction to the Company.

The Locate Service Provider shall promptly advise the Company and all LAC members of any changes to their quality management program, health and safety program, environmental program, and or other programs required by the Company and LAC members.

12.5 Statutory Audits

- (a) The Company may be subject to statutory audits and other requests for information from taxation and other Governmental Authorities (each, a "Statutory Audit"). The Company shall notify the LSPCA forthwith if it is contacted by taxation or other authorities regarding a Statutory Audit relating to the Company. The Locate Service Provider shall respond to any Statutory Audit regarding the Company according to the Company's direction.
- (b) The Locate Service Provider may provide information to Governmental Authorities only under the direction of the CCA. The Locate Service Provider shall provide such information in a timely manner either to the Company or, upon written request of the CCA, directly to the applicable statutory authority.
- (c) If, as part of any Statutory Audit process, the Locate Service Provider is required to answer questions from Governmental Authorities with respect to its performance of the Service, the Locate Service Provider shall provide the CCA prompt written notice of such request and the Company shall be entitled to send a representative to be present at all such discussions with such statutory authorities and to preview responses to such questions.

12.6 Records Retention

- (a) The Records shall be maintained and retained in accordance with the highest standard required under, (i) all Laws, and (ii) Canadian generally accepted accounting principles.
- (b) The Records shall be maintained and retained by the Locate Service Provider for two years following the expiration or termination of this Agreement unless the retention period for a particular Record has previously expired except that:
 - (i) Records related to any matter disputed between the Parties shall be preserved until such dispute is settled, and
 - (ii) Records related to any matter or the requirements of any authorities shall be preserved for a period of seven years from the end of the calendar year to which such Records relate.

The Locate Service Provider may fulfill its obligations to preserve any Records by delivering them to the CCA with a notice stating that such delivery is being made in satisfaction of its obligations under this Section 12.

12.7 Credit Checks and Financial Standing

The Company reserves the right to obtain a complete credit check on the Locate Service Provider at any time and from time to time and, in this regard, the Locate Service Provider agrees to cooperate with and assist the Company including by providing financial information and arranging for meetings or discussions with officers of the Locate Service Provider and, following discussions with the Locate Service Provider, the Locate Service Provider's bank manager or managers to discuss the Locate Service Provider's financial status. In addition, the Locate Service Provider will immediately notify the Company of any material adverse change or any potential material adverse change to its financial status or cash flow (which will include any failure to pay in full on the date payments are due its Subcontractors or Employees) that could impact the Locate Service Provider's ability to perform the Service in accordance with all of the provisions hereof.

12.8 Subcontractors and Affiliates

The Locate Service Provider agrees that all of the foregoing review and audit rights of the Company shall be available to the Company in respect of any Affiliate of the Locate Service Provider and to the Locate Service Provider in respect of any Subcontractor that is providing materials or services to the Locate Service Provider in connection with or related to the performance of Service. The Locate Service Provider acknowledges and agrees that it shall ensure by written agreement that it (and the Company to the extent applicable) have access to all Records of Subcontractors and Affiliates of the Locate Service Provider for the purposes of examinations, audits and reviews as provided in this Agreement. The Locate Service Provider shall provide to the Company on the request of the Company the results of any such audit performed by or for the Locate Service Provider which shall include any summary or analysis prepared by or for the Locate Service Provider and the information and documents and materials upon which such were based.

12.9 Use of Review and Audit Results

The Locate Service Provider acknowledges and agrees that the results of any review or audit can and will be used by the Company, subject to the provisions of Section 10 relating to Confidential Information, for any purpose hereunder including a decision by the Company to terminate this Agreement in accordance with the provisions hereof.

SECTION 13 – INDEMNITY, INSURANCE AND WARRANTY

13.1 Indemnity and Defence

The Locate Service Provider shall, and hereby agrees to indemnify the Company, its affiliates and their respective directors, officers, elected officials, Chair, agents and employees, as applicable, against and save and hold them harmless from any and all liability, claims, demands, loss, damages, costs and expenses (including without limitation all applicable solicitors' fees and disbursements, investigation expenses, adjusters' fees and disbursements) of every nature and kind for or in respect of:

- (a) injury to or the death of any and all persons;
- (b) damage, destruction or loss, consequential or otherwise, to or of any and all property, whether real or personal;
- (c) any act or omission by the Locate Service Provider or any officer, director, employee, agent, representative or Subcontractor of the Locate Service Provider;
- (d) any penalties, charges, administrative monetary amounts, or fines levied against the Company its affiliates or their respective directors, officers, elected officials, Chair, agents or employees, as applicable, arising out of any act or omission of the Locate Service Provider or failure to perform the Service as required by the Agreement, or in accordance with the requirements of Law;
- (e) contravention of Environmental Laws, or adverse property or environmental condition or impact caused or contributed to by work practices, or by the release, spilling, leaking, abandoning or flowing of any contaminant which are either directly or indirectly, in any manner based upon, occasioned by, attributable to or arising out of anything done by the Locate Service Provider or any officer, director, employee, agent, representative or Subcontractor of the Locate Service Provider;
- (f) any claim that the Service, the Locate Service Provider's technology and tools utilized in providing the Service, Work Products, or the use thereof by the Company constitute an infringement, violation or misappropriation of any third party's right, including any Intellectual Property right; and
- (g) any and all breaches by the Locate Service Provider of any representations, warranties, covenants, terms or conditions of this Agreement,

where such injury, death, damages, destruction, loss, act, omission, penalty, charge, fine, contravention, adverse condition or impact, claim or breach, as the case may be, results from or in any manner arises out of or in connection with or is referable to any Service or to the performance of any activity incidental to any Service or the Agreement. The Locate Service Provider shall also, upon the request of the Company, and at no expense to the Company, defend the Company in any and all suits, actions and proceedings concerning any such injury, death, damage, destruction, loss, act or omission. The Locate Service Provider shall promptly settle or cause the settlement of all claims for injuries or damages for which it is responsible. Upon receipt of any such claim, the Locate Service Provider shall immediately notify the Company of the full particulars thereof and the Company may elect by notice to the Locate Service Provider to have its representative accompany the Locate Service Provider's representative in making settlement of the claim.

If any such claim remains undisposed of for 90 days after the completion of the act or omission to which the claim is referable, or for a period of 90 days after the Locate Service Provider was first notified of the claim, the Company may make settlement of the claim for the account of the Locate Service Provider unless the Locate Service Provider has notified the Company of its desire to litigate the claim. The Company will inform the Locate Service Provider of its intention to make settlement of any claim for the account of the Locate Service Provider as aforesaid before doing so. The Company may, at its option, retain from the money due the Locate Service Provider a sufficient amount to indemnify it against loss by reason of such claims. The release forms used in settling any claim shall be subject to the Company's approval and shall be made in favour of both the Locate Service Provider and the Company.

For certainty, any penalties, charges, administrative monetary amounts, or fines levied against the Company its affiliates or their respective directors, officers, elected officials, Chair, agents and employees, as applicable, arising out of any act or omission of the Locate Service Provider or failure to perform the Service as required by the Agreement or in accordance with the requirements of Law, may be retained by Company from the monies due the Locate Service Provider or charged or invoiced to Locate Service Provider to indemnify Company as set out in this Section.

The Locate Service Provider shall not be liable to indemnify the Company or hold the Company harmless or defend the Company in respect of any injury, death, damage, destruction or loss arising from either the sole negligence of or the wilful misconduct of the Company, or its employees or representatives.

In the event of damage, destruction or loss to the Company's property or to any public or private property including property owned or maintained by other utility companies, upon or in the vicinity of any Work Extent/Location, due or allegedly due, to a Locate error by the Locate Service Provider, the Parties hereby agree to follow the claims settlement process specified by the Company, which, if applicable, may be set forth in the attached Schedule 2.1(b).

13.2 Locate Service Provider's Insurance

Unless the Company specifies otherwise in writing, the Locate Service Provider and its subcontractors, of every tier, shall at its own expense maintain and keep in full force and effect at all times during the Agreement Term and for so long thereafter as a claim related to this Agreement is possible under applicable statutes of limitations:

- (a) Commercial General Liability insurance having a minimum inclusive coverage limit of at least \$10,000,000 per occurrence for personal injury (including bodily injury and death) and property damage arising out of or relating to Locate Service Provider's activities under this Agreement, which policy should be extended to cover contractual liability addressing indemnification under this Agreement, cross liability, severability of interests, liability arising out of unlicensed equipment, products and completed operations, limited time element pollution, contingent employer's liability and, shall provide coverage for explosion, collapse, and underground hazards ("XCU"), either in a single policy or a primary policy with an excess or umbrella policy. Such policy shall be endorsed to add the Company and its Affiliates and their respective directors, officers, elected officials, Chair, agents and employees, as applicable, as additional insured;
- (b) Commercial Automobile Liability insurance on all vehicles used in connection with the Agreement or the performance of the Service and such insurance shall have a limit of at least \$5,000,000 per occurrence in respect of bodily injury (including passenger hazard) and property damage inclusive in any one accident, either in a single policy or a primary policy with an excess or umbrella policy. Such policy shall be endorsed to add the Company and its Affiliates and their respective directors, officers, elected officials, Chair, agents and employees, as applicable, as additional insured;
- (c) Professional Liability or Errors and Omissions Liability for claims arising out of the Service, with a policy limit of at least \$2,000,000 per claim and in the aggregate; and
- (d) All Risk Property Damage insurance on a replacement cost basis covering loss of or damage to property owned or leased, or in the care custody and control by the Locate Service Provider or for which the Locate Service Provider has otherwise assumed responsibility for loss or damage under the terms of this Agreement.

The Locate Service Provider shall ensure that each insurance carrier providing coverage hereunder provides (in each case arranged to provide the maximum benefit to the Company), the following:

- (i) waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim, in favour of the Company, in all policies of insurance under this Section and including all applicable third party liability policies and property insurance policies, arising out of or related in any way to this Agreement; and
- (ii) that coverage, in all of Locate Service Provider's insurance policies (whether such policies are primary, umbrella or excess) under this Schedule or arising out of or related to this Agreement in any way, shall be written to respond on a primary and non-contributory basis irrespective of any other applicable insurance otherwise available to the Company under this Agreement.

The Locate Service Provider shall forthwith after entering into the Agreement, and from time to time at the request of the Company, furnish to the Company an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter called “Insurance Policies”) maintained by the Locate Service Provider in order to satisfy the requirements of this Section.

The Insurance Policies shall be arranged with financially responsible insurers acceptable to the Company and shall contain such terms and conditions as are acceptable to the Company. The Locate Service Provider shall not cancel, terminate or alter the terms of any of the Insurance Policies without providing at least 30 days prior written notice to the Company.

All insurance policies provided and maintained by the Locate Service Provider and each subcontractor of every tier, shall be deemed to be primary for all purposes, without right of contribution from any other insurance available to the Company. The Locate Service Provider agrees that the insurance described herein does in no way limit the Locate Service Provider’s liability pursuant to the indemnity provisions of this Agreement.

13.3 Locate Service Provider’s Default in Procuring Insurance

Without prejudice to the Company’s right to terminate this Agreement by reason of the Locate Service Provider’s failure to take out and continuously maintain in force the insurance required hereunder or to provide the certificate(s) of insurance required hereby, the Company, in the event of any such default, may but it is not obligated to take out a policy of insurance protecting the Locate Service Provider and the Company against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums paid on such policy of insurance from any monies due or to become due to the Locate Service Provider or, alternatively, may recover from the Locate Service Provider an amount equal to such premiums. For the purpose of determining whether the Locate Service Provider has made default in insuring or providing a certificate of insurance as herein before specified, the Company shall be the sole and exclusive judge, in its unfettered discretion, as to whether any policy of insurance or certificate of insurance satisfies the obligations of the Locate Service Provider in respect thereof under the Agreement.

13.4 Warranty of Locate Service Provider

In addition to any and all guarantees provided for in the Agreement and all other documentation related to the Service, the Locate Service Provider guarantees that the Service will be accurate and complete and free from any and all defects.

SECTION 14 – RIGHTS AND REMEDIES

14.1 Rights and Remedies

- (a) The duties and obligations imposed upon the Locate Service Provider by this Agreement and the rights and remedies available to the Company hereunder shall be in addition to and not a limitation upon any duties, obligations, rights and remedies otherwise imposed or available by Law.

- (b) No action or failure by the Company at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Agreement shall constitute a waiver of any right or remedy afforded to it under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach thereunder or preclude the Company from availing itself of such rights, duties or remedies.

SECTION 15 – GENERAL

15.1 Notice

Any Notice required or permitted to be given or sent or delivered hereunder to either Party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- (a) delivered personally to an officer or director of such Party; or
- (b) sent by electronic mail.

Notices shall be sent to the Parties as follows or to such other address as the Party entitled to receive such Notice shall, by a Notice given in accordance with this Section, have communicated to the Party giving or sending or delivering such Notice:

To the Company:

Company Name and address Oshawa PUC Networks Inc.
100 Simcoe St S
Oshawa Ontario Canada
L1H 7M7

Attention: Mike Weatherbee
Email: mweatherbee@opuc.on.ca

With a copy to: mstrecker@opuc.on.ca

To the Locate Service Provider:

Promark Telecon Inc
7777 Weston Rd, 6th Flr,
Vaughan, ON L4L 0G9

Attention: Josie Trapani, Director of Operations

Email: jtrapani@promark-telecon.ca

A Notice shall, if delivered personally or by electronic mail, be deemed to have been received on the date of delivery.

15.2 Law of the Agreement and Service

This Agreement and the Service shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of Ontario.

15.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. Neither of the Parties hereto shall be bound by any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. The Parties hereto further acknowledge and agree that, by entering into this Agreement, they have not in any way relied, and will not in any way rely upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not expressly set forth in the Agreement.

15.4 Modifications and Amendments

Except for changes to the Schedules which is provided for in Section 5.7, any changes to the Agreement made subsequent to the execution hereof shall not be binding on either of the Parties unless made in writing and signed by both of the Parties hereto.

15.5 Succession, Assignment and Privacy

The Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and permitted assigns; however, this Agreement and the Service performed hereunder shall not be assigned nor transferred in whole or in part by the Locate Service Provider without obtaining the prior express written consent of the Company, which consent may be withheld in its sole discretion. Any such permitted assignment shall be in accordance with Section 1.7. Nothing herein express or implied, is intended to confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

15.6 Time of the Essence

Time shall be of the essence in the performance of Services.

15.7 Force Majeure

No party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control; an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts

of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services, or labour unrest with respect to the labour force of the party seeking to excuse itself from its obligations under this Agreement. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance by the Locate Service Provider exceeds fifteen (15) days, the Company may immediately terminate this Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the Company under this Agreement, at law or in equity. Such cause or circumstance affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause or circumstance in an adequate manner and with all reasonable dispatch.

15.8 Further Assurances

Each of the Company and the Locate Service Provider hereby covenant and agree that, at any time and from time to time after the date hereof they will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds and assurances as may be required for the carrying out and performance of all of the terms of the Agreement.

15.9 Set-Off

If at any time the Locate Service Provider is indebted to the Company, whether under this Agreement or otherwise, then the Company shall be entitled to reduce the amount payable by the Company to the Locate Service Provider under this Agreement by an amount equal to the amount of such indebtedness to the Company.

15.10 Currency

The Parties hereto agree and acknowledge that all reference to dollars in this Agreement shall be construed to mean the currency of Canada.

15.11 Publicity

The Locate Service Provider may not use the Company's name, or reference in any way whatsoever to the Service in advertising or promotional material, or publicity release, or any like purpose relating to the Service to be performed by Locate Service Provider, without the prior written approval of the Company (which written approval may be refused or withheld in the sole and absolute discretion of the Company).

15.12 Independent Locate Service Provider

The Locate Service Provider is and at all times shall be an independent contractor and shall, under no circumstances, conduct its affairs or represent itself as a partner of the Company. The Parties agree that no provision to this Agreement shall be construed so as to constitute the Locate Service Provider as being the agent or servant of the Company. The Locate Service Provider shall have no authority to make statements, representations or commitments of any kind, or to

take any actions that shall be binding upon the Company, except as specifically provided for herein or authorized in writing by the Company.

15.13 Conflict of Interest

The Locate Service Provider covenants and agrees that it is not aware of the existence of any relationship, family, business, contractual or otherwise, between itself, its principals, shareholders, officers or employees and the Company, its directors, officers, officials or employees; and it will not perform any Service for or enter into any contract with others that may conflict with its contractual, professional, equitable or other obligations to the Company without first obtaining the prior written approval of the Company.

15.14 Locate Service Provider Contributions

The Locate Service Provider shall pay all royalties and license fees on any equipment, materials or Software to be furnished by it as particularized in the Manual (including the Technical Requirements) and shall pay all workers' compensation contributions, employment insurance contributions, Canada Pension Plan (or other statutory plan) contributions, and employees' income tax deductions together with all other taxes and payroll contributions now or hereafter imposed by any lawful authority and indemnify and save harmless the Company from any and all claims, penalties, interest and cost and any of the same which may be made or assessed against the Company in respect thereof.

15.15 Counterparts

This Contract may be executed by the parties in separate counterparts, each of which when so executed and delivered will be deemed to be an original, and all such counterparts will together constitute one and the same instrument.

[The following page is the signature page.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

[Oshawa PUC Networks Inc.]

By: 
Name: MATTI STREECKER
Title: VP ENG & OPS

By: _____
Name: _____
Title: _____

We have the authority to bind the Corporation

[Promark-Telecon Inc.]

By: 
Name: Jason Henderson
Title: Senior Vice President, Infrastructure and Locate

I have the authority to bind the Corporation

SCHEDULE 1.1 - DEFINITIONS

The following words and expressions where used in this Agreement mean and are respectively defined as follows:

“**Affiliate**” shall have the meaning provided in the *Business Corporations Act* (Ontario) R.S.O. 1990, c. B. 16, as amended from time to time;

“**the Agreement**”, “**this Agreement**”, “**herein**” and “**hereto**” are references to this Agreement between the Company and the Locate Service Provider and the Schedules attached hereto which form a part hereof and are incorporated herein by reference;

“**Agreement Term**” shall have the meaning provided in Section 3.1;

“**Business Day**” means Monday to Friday, 07:00 to 17:00 (7 am to 5 pm EST), with the exception of statutory holidays in the Province of Ontario, such statutory holidays being New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day;

“**Call Centre Service**” means the call centre service provided by Ontario One Call through which notice is received;

“**CCA**” means the representative appointed by the Company and authorized to carry out the duties and exercise the powers imposed and conferred on such representative of the Company under this Agreement including under Section 5;

“**Change in Service**” means any addition, alteration or other amendment or modification to the Service which arises out of instructions given by the CCA to the LSPCA;

“**Commencement Date**” means the date the Locate Service Provider commenced providing Service to the Company;

“**Company**” has the meaning given to it in the preamble to this Agreement;

“**Company Plant Record System**” means any electronic information system enabling the viewing or reading of the Plant Records;

“**Company Specific Terms and Conditions**” means the Company Specific Terms and Conditions attached hereto as Schedule 2.1(b), together with any appendices or amendments to this Agreement, each forming part hereof, and as amended from time to time in accordance with the provisions hereof;

“**Company Technical Specifications**” means the Company’s unique specifications and requirements, if any, included in and forming part of the Manual, as amended from time to time in accordance with the provisions hereof;

“**Compensation**” means the prices to be paid for the Service as provided in Schedule 8.1 - Compensation;

“**Confidential Information**” shall have the meaning provided in Section 10.1(a);

“**Contract Administrators**” means the CCA and the LSPCA and “**Contractor Administrator**” means either one of them;

“**Dedicated Locator Service**” shall have the meaning provided in Section 2.7;

“**Employee**” means an individual that is employed by the Locate Service Provider, a Subcontractor or an Individual Subcontractor and includes any individual that, under principles of Laws, is or would be in an employment relationship with the Locate Service Provider a Subcontractor or an Individual Subcontractor;

“**End Date**” has the meaning ascribed thereto in Section 7.7;

“**Environmental Laws**” means all applicable federal, provincial, municipal and local laws, regulations, permits, licences, approvals and orders issued by any governmental or regulatory agency relating to the environment, product safety, product liability and storage and transportation of goods;

“**Extension Notice**” shall have the meaning provided in Section 3.2;

“**Extension Term**” shall have the meaning provided in Section 3.1;

“**Facilities**” means plant owned or maintained by the Company for use in connection with one or more of the businesses conducted by the Company;

“**Governmental Authority**” means any domestic or foreign legislative, executive, judicial or administrative body or Person having or purporting to have jurisdiction in the relevant circumstances and includes any applicable municipality;

“**Hazardous Substances**” means any waste, pollutant, contaminant, material or substance which is or may be dangerous, hazardous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or mutagenic or which could otherwise pose a risk to health, safety, the environment, the value of the properties in which the Company has any interest or which is the subject of any Environmental Law governing its Release, use, storage or identification, including without limitation any substance which contains polychlorinated biphenyls (PCBs), asbestos, lead, urea formaldehyde or radon gas;

“**Health and Safety Laws**” means all applicable federal, provincial, municipal, and local laws, regulations, permits, licenses, approvals and orders issued by any governmental or regulatory agency relating to occupational health and safety, performance of the Service including use of materials and equipment and including, without limitation, the *Occupational Health and Safety Act* (Ontario) R.S.O., 1990, c. O.1 and regulations thereunder;

“**Individual Subcontractor**” means an individual that is retained by the Locate Service Provider as a subcontractor hereunder as opposed to as an employee of the Locate Service Provider or a corporation retained by the Locate Service Provider as a subcontractor hereunder where the only employee of such corporation is one individual that performs Service on behalf of the Locate Service Provider;

“**Initial Term**” shall have the meaning provided in Section 3.1;

“**Intellectual Property**” means anything that is or may be protected by any intellectual property right howsoever arising, including but not limited to, works, performances, discoveries, inventions, trade-marks (including trade names and service marks), domain names, patents, copyright, goodwill, industrial designs, trade secrets, data, tools, templates, technology (including software in executable code and source code format), documents or any other information, data or materials and the expression of the foregoing, Confidential Information as applicable, mask work and integrated circuit topographies;

“**Invoice**” shall have the meaning provided in Section 8.3(a);

“**LAC**” or “**Locate Alliance Consortium**” means the group of facility owners that are the members from time to time of an alliance formed to ensure the provision to each of them of quality Locates performed with the highest level of safety by qualified and expert locate service providers;

“**Law**” or “**Laws**” means (i) all statutes, treaties, codes, ordinances, orders, decrees, rules, regulations, and by-laws enacted or adopted by a Governmental Authority and (ii) all policies, practices and guidelines of any Governmental Authority or body that, although not actually having the force of law, are considered by such Governmental Authority or body as requiring compliance as if having the force of law, including, but not limited to, any guidelines, policies, codes, standards or manuals established under or issued by any Government Authority or any designated administrative authority which have been incorporated by reference under any legislative statute or regulation, in each case as amended from time to time, that are binding upon either of the Parties and that are applicable to this Agreement or the performance of the Service, or any portion thereof, including without limitation all municipal by-laws;

“**Licensed Rights**” means the rights granted to the Locate Service Provider to use the Locate Tools or Company Intellectual Property, including trade-marks, as particularized in the Company Specific Terms and Conditions;

“**Locate(s)**” or “**Locating**” means the process of determining the presence of any Facilities at a Work Extent/Location and determining and Marking the locations or routes of any such Facilities performed in accordance with the Manual and this Agreement;

“**Locate Service Provider**” has the meaning given to it in the preamble to this Agreement;

“**Locate Tools**” means any computer hardware, Software, equipment, or other tools provided by the Company to the Locate Service Provider for the purpose of providing the Service, and further as particularized in the Manual or the Company Specific Terms and Conditions;

“**LSPCA**” means the representative appointed by the Locate Service Provider and authorized to receive and carry out such duties and exercise such powers imposed and conferred on such representative of the Locate Service Provider under this Agreement including under Section 5;

“**Manual**” means, collectively, the Common Locate Procedures Manual issued by the Locate Alliance Consortium and any Company Technical Specifications, which form part thereof, as such Manual is amended from time to time in accordance with the provisions hereof, and subject to Section 5.7 hereof, references to the Manual herein refer to the then current Manual issued by the Locate Alliance Consortium;

“**Mark**” or “**Marking**” means the use of labelled stakes, flags, and/or highly visible paint to indicate the centre line of the Facilities in the defined area of the Work Extent/Location in accordance with the Manual and this Agreement;

“**Notice**” means any notice, designation, communication, request, demand or other document delivered by either party hereto to the other in accordance with the Agreement;

“**Ontario One Call**” means Ontario One Call a statutory entity which provides Call Centre Service to the Company and the Other Utilities which includes receiving requests for locates and transmitting them to the Locate Service Provider;

“**ORCGA**” means the Ontario Regional Common Ground Alliance or its successor entity;

“**Participants**” means each utility that is from time to time a member of the LAC;

“**Party**” means either the Company or the Locate Service Provider and “**Parties**” means both of them;

“**Person**” means any corporation, joint stock company, limited liability company, association, partnership, joint venture, organization, individual, business or trust or any other entity or organization of any kind or character, including a court or other Governmental Authority;

“**Personal Information**” shall have the meaning provided in Section 6.1;

“**Plant Records**” means all documents, calculations, graphs, sketches or location information in any medium (including compiled in a database or stored to a storage medium), provided by the Company to the Locator Service Provider for the purpose of providing the Service, and further as particularized in the Manual or the Company Specific Terms and Conditions;

“**Privacy Law**” means all Laws related to privacy and the protection of Personal Information including the *Personal Information Protection and Electronic Documents Act, 2000* (Canada), and, as applicable, the *Freedom of Information and Protection of Privacy Act (Ontario)* and the *Municipal Freedom of Information and Protection of Privacy Act (Ontario)* and, in each case, all regulations pursuant thereto and as amended or replaced from time to time;

“**Records**” shall have the meaning provided in Section 12.2;

“**Release**” means any release, spill, leak, emission, discharge, leach, dumping, emission, escape or other disposal;

“**Request for Proposals**” means the request for proposal package circulated by the LAC for the purpose of obtaining a locate service provider to provide the Service;

“**Response**” means the Locate Service Provider’s Response to the Request for Proposals;

“**Service**” or “**Services**” means all: (a) Locate services to be performed under and pursuant to this Agreement as described in the provisions of this Agreement, including the Manual, (b) all other services to be performed under and pursuant to this Agreement, as more particularly described in any appendices or amendments to this Agreement executed by the Parties, and (c) all services which are necessary or incidental to the performance of the foregoing services;

“**Software**” means the software that forms part of the Locate Tools, as particularized in the Manual;

“**Statutory Audit**” shall have the meaning provided in Section 12.5;

“**Subcontractor**” means a Person to which the Locate Service Provider has subcontracted a portion of the Service with the approval of the Company and otherwise as provided herein;

“**Taxes**” includes all taxes, duties, levies, assessments, reassessments and fees and charges (whether such fees or charges are exacted by or assessed by any Governmental Authority including Crown corporations), however denominated, including, without limitation, income, withholding, payroll, employee withholding, employment insurance, Canada Pension Plan, social security, workers’ compensation, sales and use, goods and services, value added, excise, customs, franchise, gross receipts, business licence, occupation, real and personal property,

stamp, environmental, transfer, capital and franchise taxes) imposed by any jurisdiction to which a Party is subject and which a Party may be obligated to pay, and shall include any interest, penalties and fines;

“**Technical Requirements**” means any hardware, software, or network connectivity requirements, training requirements, service levels or other technical requirements related to the performance of the Service by the Locate Service Provider particularized in the Manual;

“**Termination Assistance Service**” shall have the meaning provided in Section 7.7;

“**Third Party Recipients**” has the meaning ascribed thereto in Section 10.1(b);

“**Transition Period**” has the meaning ascribed thereto in Section 7.7;

“**Work Extent/Location**” means the area where any excavator or contractor intends to dig, bore, trench, grade excavate, or break ground by any means whatsoever in the vicinity of a Facility;

“**Work Product**” means any documentation, data, data files, or other work product created or compiled as a result of the provision of the Service, and any embodiments of such data, including but not limited to sketches and the data included therein; and

“**WSIA**” means the *Workplace Safety and Insurance Act* (Ontario) S.O. 1997, c. 16, as amended or replaced from time to time.

SCHEDULE 2.1 – GEOGRAPHIC AREA

The Company may upon written notice to the Locate Service Provider effective either immediately or upon such date as specified in the notice, amend the geographic area in which the Locate Service Provider shall perform the Service. Any such notice shall be deemed to amend this Schedule 2.1 – Geographic Area.

City of Oshawa

SCHEDULE 2.1(B) – COMPANY SPECIFIC TERMS AND CONDITIONS

N/A

SCHEDULE 2.1(C) – PERFORMANCE MATRIX

1. Employee Competency and Training Requirements

The Locate Service Provider will comply with the competency, certification and training requirements set out in the Manual.

2. Performance Matrix

A Performance Matrix established by LAC (as amended from time to time) will be completed by the Locate Service Provider on a monthly basis. The LAC template Performance Matrix will be used, or such other template as the Company may direct from time to time. The Performance Matrix may be further developed in conjunction with the Locate Service Provider through the Locate Alliance Consortium governance process.

The Locate Service Provider will submit all data required to complete the Performance Matrix to the Company's designated representative by no later than the 5th Business Day of each month for the previous months results.

SCHEDULE 8.1 – COMPENSATION

[To be inserted.]

SCHEDULE 8.1 – COMPENSATION

	February 1, 2020 to January 31, 2021	February 1, 2021 to January 31, 2022	February 1, 2022 to January 31, 2023
1) Standard and Priority Requests *			
Per Chargeable Segment	Year Three	Year Four	Year Five
1 Utility			
2 Utilities			
3 Utilities			
4 Utilities			
5 Utilities			

For Field Confirmation billing, refer to LAC Common Locate Procedures Manual

2) Emergency Locates - Business Day *

Price to provide emergency locate during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

	Year Three	Year Four	Year Five
Per Chargeable Segment			
1 Utility			
2 Utilities			
3 Utilities			
4 Utilities			
5 Utilities			

3) Emergencies -- Outside of Business Day **/****

Price to provide emergency locate after regular business hours. After Hours are from 017:00 to 7:00. (5pm to 7am)

	Year Three	Year Four	Year Five
Per Chargeable Segment			
1 Utility			
2 Utilities			
3 Utilities			
4 Utilities			
5 Utilities			

4) Dedicated Locator ***

	Year Three	Year Four	Year Five
Per Chargeable Segment			
1 Utility			
2 Utilities			

3 Utilities	<u>\$275.00</u>	<u>\$275.00</u>	<u>\$275.00</u>
4 Utilities	<u>\$275.00</u>	<u>\$275.00</u>	<u>\$275.00</u>
5 Utilities	<u>\$275.00</u>	<u>\$275.00</u>	<u>\$275.00</u>
5) Office Locate Lookups (Clears)	<u>\$5.50</u>	<u>\$5.50</u>	<u>\$5.50</u>
6) Records Correction	Year Three	Year Four	Year Five
Provide written description, sketch and tie-in measurements.	<u>\$50.00</u>	<u>\$50.00</u>	<u>\$50.00</u>
7) Plant Damage Investigations			
Per Damage Investigation	<u>\$185.00</u>	<u>\$185.00</u>	<u>\$185.00</u>
8) Administration Fee	<u>\$15.00</u>	<u>\$15.00</u>	<u>\$15.00</u>
9) Hourly Rate			
Price to provide locator during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)			
	Year Three	Year Four	Year Five
Per person/per vehicle	<u>\$75.00</u>	<u>\$75.00</u>	<u>\$75.00</u>
Price to provide locator after regular business hours. After Hours are from 017:00 to 07:00. (5pm to 7am)			
Per person/per vehicle	<u>\$100.00</u>	<u>\$100.00</u>	<u>\$100.00</u>
10) Private Locate Rate	<u>\$125.00</u>	<u>\$125.00</u>	<u>\$125.00</u>

SCHEDULE 8.3(c) – BILLING ACCURACY

1. The Company may review or conduct audits of the Locate Service Provider's Invoices and billing accuracy from time to time. The Locate Service Provider will provide the Company with all information and assistance it requests in respect of the conduct of such review or audits.
2. Reviews and audits may include an assessment of the accuracy of billing in the Locate 'multi-ticket categories'; ie. billing accuracy for billing where two Utility Locates are performed, and for billing where three Utility Locates are performed, and so on (each a "Multi-Ticket Category").
3. If a percentage of Locates in an audit sample for a Multi-Ticket Category from a given month are found to have errors resulting in the Company being billed in excess, the billing error percentage found will be applied across the entire Multi-Ticket Category in that Invoice for the audited month. For example, if the audit sample of Locates where there are two Utilities (the Two Utilities Multi-Ticket Category) for the audited month determines that the Company has been overbilled by 5% for those audited Locates, then all Locates in the Two Utilities Multi-Ticket Category in that monthly Invoice will be reduced by 5%. The resulting credit will be applied to the next monthly Invoice issued by the Locate Service Provider, or as the Company may otherwise direct.

Attachment J3.10_2 FW_ Action Requested _ Promark - New Pricing Model and Compliance Improvements - acceptance -APRIL 2022

From: [Mike Weatherbee](#)
To: [Lori Fillion](#)
Subject: FW: Action Requested : Promark - New Pricing Model and Compliance Improvements - acceptance -APRIL 2022
Date: November 3, 2025 11:23:41 AM
Attachments: [image001.png](#)

Lori:

Please see below support for undertaking.

Mike

From: Tim Dykas <Tim.Dykas@enbridge.com>
Sent: Tuesday, March 22, 2022 4:00 PM
To: Stewart, Scott <scott.stewart@telecon.ca>; Sherri Burm <Sherri.Burm@enbridge.com>; CHAPIN Tyler <Tyler.CHAPIN@HydroOne.com>
Cc: Shallyn Rudakas <shallyn.rudakas@enbridge.com>; bav.mistry <bav.mistry@HydroOne.com>; DMartins <DMartins@TorontoHydro.com>; jamiemacleod <jamiemacleod@hydroottawa.com>; Kamaldeep.Sangha <Kamaldeep.Sangha@toronto.ca>; MaureenChude <MaureenChude@hydroottawa.com>; Mel.Geronimo <Mel.Geronimo@toronto.ca>; Michael McGivery <Michael.McGivery@enbridge.com>; Mike Weatherbee <mweatherbee@opuc.on.ca>; nectar.tampacopoulos <nectar.tampacopoulos@peelregion.ca>; Rana, Qasim <Qasim.rana@peelregion.ca>; Rebecca McHolm <rmcholm@elexiconenergy.com>; reza.habibollahi <reza.habibollahi@rci.rogers.com>; rick.chalmers <rick.chalmers@ajax.ca>; Carleton, Ryan <carletonr@whitby.ca>; Trapani, Josie <jtrapani@promark-telecon.ca>
Subject: RE: Action Requested : Promark - New Pricing Model and Compliance Improvements - acceptance

Hi Scott,

On behalf on the Locate Alliance Consortium (LAC) this email is acceptance of Promark's proposed pricing schedule adjustment for 2022 with an anticipated effective date of April 1, 2022.

I will work with Sherri to provide a LAC contract amendment for use by all Members and Promark-Telecon Inc.

Thanks

Tim Dykas

Supervisor, Damage Prevention
Distribution Protection Department

—
ENBRIDGE GAS INC.

TEL: 416-753-4667
500 Consumers Road North York, Ontario M2J 1P8

enbridgegas.com

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From: Stewart, Scott <scott.stewart@telecon.ca>

Sent: Thursday, March 10, 2022 11:20 PM

To: Sherri Burm <Sherri.Burm@enbridge.com>

Cc: Tim Dykas <Tim.Dykas@enbridge.com>; CHAPIN Tyler <Tyler.CHAPIN@HydroOne.com>; Shallyn Rudakas <shallyn.rudakas@enbridge.com>

Subject: [External] RE: Action Requested : Promark - New Pricing Model and Compliance Improvements

CAUTION: EXTERNAL EMAIL

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Hi Sherri. Please see the following response to the questions raised regarding improving compliance in 2022 and beyond.

In 2022 Promark has created and filled additional (to 2021) field operations positions in order to ensure that returning and new locators receive the instruction, technical support and development needed to ensure they are productive, safe, meet your expectations and remain locators for the long term. The organizational additions include Supervisors, Quality Assurance Leads, Trainers and Lead Hands. Promark created full-time training positions and established training as a full-time year-round activity in 2022. Promark also added a second Ontario Regional Manager role in late 2021. Tyler Griffin was promoted from Head of Training and Quality Assurance to Regional Manager responsible for Eastern Ontario in December 2021. Promark also added (new in 2022) two additional Dispatcher positions and two new Ontario customer care positions (Control Center Agents). Control Center Agents have the important responsibility of communicating with excavators in order to address locate questions/concerns. We added the two new Agent positions in 2022 in order to have the capacity to 1) check the Legal Due Date on all locate requests, 2) contact the requestors and agree a new Legal Due Date that reflects the actual work schedule of the requestor, and 3) update the locate request record. The Control Center Agents will also proactively contact the requestors of all tickets approaching (e.g. less than two days from) the Ontario One Call designated Legal Due Date and agree a new Legal Due Date that reflects the actual work schedule of the requestor, then update the locate request record. Given the shortcomings of the Ontario One Call Center locate management systems/processes and the misapplication of a five day completion standard to locate requests for which the ground disturbance date is greater than five days, Promark is incurring the additional staffing costs to help mitigate the risk of locates being incorrectly adjudicated as late.

Promark has taken steps to reduce the turnover of locators by negotiating a lower LiUNA initiation fee for new locators in 2022 and we are designing a new locator retention bonus for 2022.

Promark has made a customer care process change that will enable reporting instances where a requestor has unreasonably refused to agree a new locate completion date, when the excavation date is beyond the Ontario One Call designated legal Due Date.

As previously discussed, Promark is taking steps to bring additional capacity into public locating by hiring and training 200+ new locators in 2022, subcontracting with private locate service providers and working with civil construction companies interested in performing their own locates.

We also established a pilot project in 2022 that adds capacity to locating by having a Sketching Specialist support a locator. The Sketching Specialist generates the sketch while the locator continues with field work (reading utility drawings, toning, painting, taking measurements, etc.) allowing the locator to complete more locates in a day. The pilot has been successful and will be expanded operationally in April to include fiber to the home project locates in eastern Ontario.

Promark is evaluating and advocating for process improvements that reduce the time taken to complete locates so that more locates can be completed per day. The process improvements include building up the sketch on top of a Google map image depicting the fixed objects (e.g buildings, curb lines, etc.) in order to reduce the time required for sketching. Other recommended improvements include reducing the time spent generating a sketch for a Field Clear.

Promark is evaluating the benefits and costs of changes that could reduce remarks and relocates.

We are open to discussions regarding an incentive program that aligns the objectives of Promark and its clients. An equitable incentive scheme needs to have limits and conditions that expose the locate service provider to factors it has a reasonable expectation to control or react to in a timely manner. Locate system challenges like the lack of demand forecasting, ticket “dumping” and the ability/inability to negotiate reasonable Legal Due Dates must be factored into such a scheme.

Please see in the attached the proposed pricing schedules effective April 1, 2022.

Promark is committed to working with our Ontario clients to improve the underground infrastructure damage prevention system.

Thanks.

Scott



Vice President, Promark-Telecon

7777 Weston Road | Vaughan, ON L4L 0G9

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From: Sherri Burm <Sherri.Burm@enbridge.com>

Sent: Tuesday, March 8, 2022 3:03 PM

To: Stewart, Scott <scott.stewart@telecon.ca>

Cc: Tim Dykas <Tim.Dykas@enbridge.com>; CHAPIN Tyler <Tyler.CHAPIN@HydroOne.com>; Shallyn Rudakas <shallyn.rudakas@enbridge.com>

Subject: Action Requested : Promark - New Pricing Model and Compliance Improvements

Good Day Scott

Please provide an updated pricing model for the year ending in January 31, 2023. We are anticipating that the pricing model changes would be effective as of April 1, 2022.

Questions:

Assuming we accept the increase of [REDACTED] can you document what Promark intends to do to meet compliance? Our stakeholders want some assurance that Promark is motivated to meet or work toward continuous improvement of compliance levels. What would that look like?

For instance if compliance does not change, would Promark consider a reduction or possibly a hold-back in the overall rates through a review process with LAC members every 90 days? We are interested in what Promark could offer to meet this need as part of the contract amendment.

We would like to request a response by noon Thurs March 10, 2022

We are available for a meeting, with Tim, Tyler and I. Please reach out.

Cheer's
...Sherri

Sherri Burm,

Specialist Sourcing Services GDS
Supply Chain Management

Enbridge Gas Inc.

TEL: 519-436-5215 | CELL: 519-365-0874 | sburm@uniongas.com or sherri.burm@enbridge.com

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Attachment J3.10_3 Promark - GE01 - Commercial Pricing - Interim Pricing April 1 2022

Effective Dates - Start - End: May 1, 2020 - February 1, 2023 Geographic Area: GE01

Contract: Locate Services Agreement

Schedule 8.1

Locate Service Provider: PROMARK-TELECON INC.

	2018	2019	2020	2021	February 1, 2022 to March 31, 2022	April 1, 2022 to January 31, 2023
--	------	------	------	------	------------------------------------	-----------------------------------

1) Standard and Priority Requests *

Per Chargeable Segment	Year One	Year Two	Year Three	Year Four	February 1, 2022 to March 31, 2022	April 1, 2022 to January 31, 2023
1 Utility						
2 Utilities						
3 Utilities						
4 Utilities						
5 Utilities						

For Field Confirmation billing, refer to LAC Common Locate Procedures Manual

2) Emergency Locates - Business Day *

Price to provide emergency locate during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

Per Chargeable Segment	Year One	Year Two	Year Three	Year Four	February 1, 2022 to March 31, 2022	April 1, 2022 to January 31, 2023
1 Utility						
2 Utilities						
3 Utilities						
4 Utilities						
5 Utilities						

3) Emergencies -- Outside of Business Day **/**

Price to provide emergency locate after regular business hours. After Hours are from 017:00 to 7:00. (5pm to 7am)

Per Chargeable Segment	Year One	Year Two	Year Three	Year Four	February 1, 2022 to March 31, 2022	April 1, 2022 to January 31, 2023
1 Utility						
2 Utilities						
3 Utilities						
4 Utilities						
5 Utilities						

4) Dedicated Locator **/**

Per Chargeable Segment	Year One	Year Two	Year Three	Year Four	February 1, 2022 to March 31, 2022	April 1, 2022 to January 31, 2023
1 Utility						
2 Utilities						
3 Utilities						
4 Utilities						
5 Utilities						

2018	2019	2020	2021	February 1, 2022 to March 31, 2022	April 1, 2022 to January 31, 2023
-------------	-------------	-------------	-------------	---	--

5) Office Locate Lookups (Clears)



	2018	2019	2020	2021	February 1, 2022 to March 31, 2022	April 1, 2022 to January 31, 2023
6) Records Correction Provide written description, sketch and tie-in measurements.	Year One	Year Two	Year Three	Year Four	February 1, 2022 to March 31, 2022	April 1, 2022 to January 31, 2023
7) Plant Damage Investigations Per Damage Investigation						
8) Administration Fee						

9) Hourly Rate

Price to provide locator during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

	Year One	Year Two	Year Three	Year Four	February 1, 2022 to March 31, 2022	April 1, 2022 to January 31, 2023
Per person/per vehicle						

Price to provide locator after regular business hours. After Hours are from 017:00 to 07:00. (5pm to 7am)

Per person/per vehicle						
------------------------	--	--	--	--	--	--

10) Private Locate Rate



Note: Locate Volumes outlined are estimates and may not be indicative of future volumes

References to Utility and Utilities include LAC and non-LAC member utilities. Pricing under this Agreement and invoices delivered hereunder will be based on the total number of utilities who obtain Locates for any Work Extent/Location, regardless of whether the utility is a LAC member or non-member, and discounts will be applied for all such utilities.

FOR DEDICATED LOCATOR SERVICE, references to Utility and Utilities in the pricing include ONLY LAC member utilities for determining compensation and discounts. The Locate Service Provider will provide an invoice to the requesting LAC member for all dedicated Locator locates for LAC member (only) infrastructure.

***Emergencies – Outside of Business Day** will be paid based on the time the Locate Service Provider receives the notification from the Call Centre Service, not when the locate is completed. If the Locate Service Provider receives an emergency notification at 03:50, then it shall be considered "Emergency Locates – Business Day", whereas if the Locate Service Provider receives an emergency notification at 06:50, then it shall be considered "Emergencies – Outside of Business Day".

Notes:

Locate Volumes outlined are estimates and may not be indicative of future volumes.

Refer to the LAC Common Locate Procedures Manual for definitions and additional information.

The Locate Service Provider warrants that the prices quoted above shall be at least as low as those charged to the most favoured customer of the Locate Service Provider for similar services of comparable quality and quantity and an officer of the Locate Service Provider shall confirm compliance with this Section in writing at each anniversary of the effective date of this Agreement.

Attachment J3.10_4 Promark - GE01 - Commercial Pricing Schedule - Interim Pricing
November 1 2022

Effective Dates - Start - End: November 1, 2022 to January 31, 2023

Geographic Area

Contract: Locate Services Agreement

Schedule: 8.1

Locate Service Provider: Promark Telecon

Dated:

Addendum:

Signature:

1) Standard and Priority Requests *

Per Chargeable Segment

	Current	Interim
1 Utility		
2 Utilities		
3 Utilities		
4 Utilities		
5 Utilities		

For Field Confirmation billing, refer to LAC Common Locate Procedures Manual

2) Emergency Locates - Business Day *

Price to provide emergency locate during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

Per Chargeable Segment

	Current Pricing	Interim
1 Utility		
2 Utilities		
3 Utilities		
4 Utilities		
5 Utilities		

3) Emergencies -- Outside of Business Day **/***

Price to provide emergency locate after regular business hours. After Hours are from 017:00 to 7:00. (5pm to 7am)

Per Chargeable Segment

	Current Pricing	Interim
1 Utility		
2 Utilities		
3 Utilities		
4 Utilities		
5 Utilities		

4) Dedicated Locator **/***

Per Chargeable Segment

	Year One	Interim
1 Utility		
2 Utilities		
3 Utilities		
4 Utilities		
5 Utilities		

5) Office Locate Lookups (Clears)

6) Records Correction

Provide written description,

	Current Pricing	Interim

sketch and tie-in measurements.



7) Plant Damage Investigations
Per Damage Investigation

Current Pricing Interim



8) Administration Fee

9) Hourly Rate

Price to provide locator during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

Current Pricing Interim

Per person/per vehicle



Price to provide locator after regular business hours. After Hours are from 07:00 to 17:00. (5pm to 7am)

Current Pricing Interim

Per person/per vehicle



10) Private Locate Rate

Current Pricing Interim



Note: Locate Volumes outlined are estimates and may not be indicative of future volumes

*** References to Utility and Utilities include LAC and non-LAC member utilities.** Pricing under this Agreement and invoices delivered hereunder will be based on the total number of utilities who obtain Locates for any Work Extent/Location, regardless of whether the utility is a LAC member or non-member, and discounts will be applied for all such utilities.

****FOR DEDICATED LOCATOR SERVICE, references to Utility and Utilities in the pricing include ONLY LAC member utilities for determining compensation and discounts. The Locate Service Provider will provide an invoice to the requesting LAC member for all Dedicated Locator locates for LAC member (only) infrastructure.**

*****Emergencies – Outside of Business Day will be paid based on the time the Locate Service Provider receives the notification from the Call Centre Service, not when the locate is completed. If the Locate Service Provider receives an emergency notification at 16:50, then it shall be considered “Emergency Locates – Business Day”, whereas if the Locate**

GE01

January 4, 2023

Attachment J3.10_5 OPUCN Locate Services Agreement (2023 - 2024)

LOCATE ALLIANCE CONSORTIUM

OSHAWA PUC NETWORKS INC.

- and -

PROMARK-TELECON INC.

LOCATE SERVICES AGREEMENT

February 1, 2023

NOTICE: This form of agreement was developed by the Locate Alliance Consortium (LAC) for use by LAC members. If other infrastructure owners elect to use all or any portion of this form of agreement, they acknowledge it is made available to them on an as-is basis and any use is at their own risk. Prior to such use, infrastructure owners must: (i) edit the form of agreement to meet their own requirements, including by removing any LAC specific terms, (ii) obtain independent legal advice, and (iii) confirm whether the form of agreement meets their needs.

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LOCATE SERVICES AGREEMENT

THIS AGREEMENT made as of February 1, 2023

B E T W E E N :

OSHAWA PUC NETWORKS INC.

(the “**Company**”)

- and -

PROMARK-TELECON INC.

(the “**Locate Service Provider**”)

WHEREAS the Company wishes to engage the Locate Services Provider to perform Locate services;

AND WHEREAS the Locate Service Provider is willing to provide Locate services, in relation to the applicable Request for Proposals, in accordance with the Response it has delivered to the Company, and in relation to Third Party Projects as described in an executed Third Party Project Acknowledgement, each as applicable;

AND WHEREAS the Locate Service Provider represents that it has qualified and skilled personnel, proper equipment, sufficient financing and an organization capable of performing the Service fully in accordance with the terms hereof including in accordance with the provisions of all applicable Law;

AND WHEREAS the Company and the Locate Service Provider have agreed that the Locate Service Provider will perform the Service in the geographical area specified in Schedule 2.1(a); and/or at such geographical area relating to any Company Project identified in an executed Company Project Request; and/or for any Third Party Project identified in an executed Third Party Project Acknowledgement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions

Capitalized terms used herein shall have the meanings ascribed to them in Schedule 1.1 hereto and forming a part hereof.

1.2 Schedules

The following is a list of the Schedules to this Agreement which are incorporated herein and form a part hereof, which Schedules and which list are subject to amendment in accordance with the provisions hereof:

- (a) Schedule 1.1 - Definitions;
- (b) Schedule 2.1(a) - Geographic Area;
- (c) Schedule 2.1(ii) - Company Specific Terms and Conditions;
- (d) Schedule 2.1(iii) - Performance Matrix;
- (e) Schedule 2.7(b) - Company Project Request Form;
- (f) Schedule 2.7(c) - Third Party Project Acknowledgement Form;
- (g) Schedule 8.1 - Compensation; and
- (h) Schedule 8.3(c) - Billing Accuracy.

1.3 Interpretation of the Agreement

If a dispute between the Parties exists or arises in interpreting the meaning of the Agreement or in determining whether either of the Parties thereto is complying with or has complied with any of its obligations hereunder, the Company shall make the necessary interpretation or determination and, subject to the provisions hereof, such interpretation or determination shall be conclusive and binding on both Parties.

1.4 Extended Power of Interpretation of the Agreement

In the event that there is a patent omission from the Agreement, the Company shall resolve or imply such patently omitted term or terms as are necessary to fulfil the intent of the Agreement.

1.5 Reporting on the Agreement

The Locate Service Provider shall immediately report to the Company any apparent error in, omission from or conflict in the Agreement and upon receipt of such report, the Company shall correct such error or omission.

1.6 Priority

The various Schedules are intended to be complementary to each other and to the remainder of the Agreement, but, if any actual conflict exists between any of the provisions or requirements of the Agreement and the Company Specific Terms and Conditions, the provisions and requirements of the Company Specific Terms and Conditions shall govern. In all other cases of actual conflict between any of the provisions or requirements of the Schedules and the remainder of the

Agreement, then the Company shall determine, within its sole discretion, which provision or requirement shall apply.

1.7 Assignment

The Locate Service Provider shall not, directly or indirectly, assign to any Person this Agreement, any parts of this Agreement or any rights or obligations of the Locate Service Provider under this Agreement without the prior express written consent of the Company. Any assignment by the Locate Service Provider in violation of the foregoing shall be null and void and without force or effect.

1.8 Subcontracting

- (a) The Locate Service Provider shall not directly or indirectly subcontract to any Person performance of any part or parts of the Service, without the prior express written consent of the Company (which consent may be refused or withheld in the sole and absolute discretion of the Company).
- (b) Where the Locate Service Provider subcontracts any part of Service with the appropriate approvals and/or consents from the Company and Project Owner, as applicable, the Locate Service Provider covenants that any such or subcontracting will not result in any violation or breach of, constitute a default under or give rise to any right of termination pursuant to any contract or agreement to which the Locate Service Provider is a party. The Locate Service Provider acknowledges that any proposed Subcontractor (and its employees) must meet, to the satisfaction of the Company, the licensing and other requirements of Laws and of the Manual and this Agreement and that any Subcontractor retained by the Locate Services Provider shall be required by the terms of its subcontract to comply with and be bound by the provisions of the Manual, the Company Specific Terms and Conditions and all other provisions of this Agreement and Laws. Notwithstanding such approval by the Company, the Locate Service Provider shall maintain all of its liabilities hereunder and all of its responsibilities hereunder including with respect to the performance of the Service in accordance with the terms hereof. The Locate Service Provider is responsible for the competence and ability of its Subcontractors and shall ensure that any Subcontractor complies with all of the provisions of the Manual and other provisions of this Agreement and Laws. The Locate Service Provider will remain the Company's sole point of contact regarding the performance of the Service. Prior to the Subcontractor performing any Service, the Locate Service Provider shall obtain from the Subcontractor and provide to the Company a certificate of insurance or a full and complete copy of the insurance policy or other proof of insurance satisfactory to the Company in its discretion confirming that the Subcontractor has obtained the insurance required by Section 13.2 and that the Company is added as an additional insured under such policy or policies. In addition, the Locate Service Provider shall provide the Company with written confirmation satisfactory to the Company that the Subcontractor has the insurance or bonds required under the WSIA.

- (c) The Locate Service Provider agrees that it, and not the Company, is responsible for liabilities arising from or pertaining to the performance of the Service and any such Persons performing the Service on behalf of the Locate Service Provider and the Locate Service Provider agrees to indemnify and hold harmless the Company Indemnified Parties, as applicable, from any claims made in connection with the performance of the Service and by any such Persons performing the Service on behalf of the Locate Service Provider against any of the Company Indemnified Parties as applicable, including for or in respect of costs or damages, legal fees, compensation, notice upon termination or payments in lieu thereof or benefits or for withholdings as an employee whether of the Locate Service Provider, a Subcontractor, the Company or any of its Affiliates or otherwise.

1.9 General

- (a) All headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its terms and conditions, and any reference to a section or subsection shall mean a section or subsection of this Agreement unless otherwise expressly provided.
- (b) Any reference in this Agreement to a statute is to:
 - (i) the statute and to the regulations made pursuant to the statute as the statute and regulations may at any time be amended or modified and in effect, and
 - (ii) any statute or regulations that may be passed that have the effect of supplementing or superseding the statute or regulations.

SECTION 2 SERVICE

2.1 Service

The Locate Service Provider shall perform the Service:

- (a) on a non-exclusive basis in the geographical area described in Schedule 2.1(a); and/or
- (b) as a Dedicated Locator for any Company Project agreed in writing by the Parties and affected Members where the Company is the Project Owner; and/or
- (c) as a Dedicated Locator for any Third Party Project agreed in writing by the Company, affected Members and the Project Owner.

The Service shall be performed in accordance with every requirement set forth in the Agreement, including:

- (i) the Manual, a copy of which has been provided to the Locate Service Provider, the terms and conditions of which are incorporated herein by reference;
- (ii) the Company Specific Terms and Conditions set out in Schedule 2.1(ii) ;
- (iii) the Performance Matrix attached as Schedule 2.1(iii); and
- (iv) the requirements of the Ontario One Call Act,

in each case as amended from time to time.

2.2 Insurance and Workplace Safety and Insurance

Prior to the commencement of any Service hereunder and as requested from time to time by the Company, the Locate Services Provider shall deliver to the Company: (a) a memorandum of insurance or insurance certificate in accordance with Section 13.2 hereof satisfactory to the Company; and (b) evidence from the Workplace Safety and Insurance Board that the Locate Services Provider is in compliance with and has paid all assessment and other amounts owing pursuant to the WSIA. If the Company is not in receipt of such documents within a time period satisfactory to the Company, the Locate Service Provider shall be deemed to be in default of the Agreement and the Company may, without prejudice to any other right or remedy the Company may have, terminate this Agreement forthwith without liability on its part to compensate the Locate Service Provider.

2.3 Performance of Service by Company and Others

The Locate Service Provider shall perform the Service within the geographical area described in Schedule 2.1(a) during the Agreement Term. Notwithstanding the foregoing, the Locate Service Provider acknowledges and agrees that (i) the Company may from time to time use alternate service providers to perform the Service, or perform the Service itself, when such performance is deemed to be within the Company's best interest, as determined by the Company in its sole discretion; (ii) no portion of this Agreement or any Request for Proposals, Company Project Request or Third Party Project Acknowledgement, as applicable, shall be interpreted as imposing any minimum volume purchase commitment on the Company; (iii) this Agreement does not obligate the Company to award any or all Service associated with this Agreement to the Locate Service Provider, and Service may be added to or deleted in the Company's absolute and sole discretion at any time and (iv) the volume of the Service may diminish or be eliminated prior to the termination date of this Agreement without any liability on the part of the Company including, but not limited to, any claim by the Locate Service Provider for damages or loss of anticipated profits.

2.4 Locate Service Provider Obligations Prior to Performing the Service

The Locate Service Provider covenants that prior to carrying out any activities associated with the Service it shall carefully examine this Agreement and fully acquaint itself with the general geographical area and all other conditions pertaining to the Service, the Work Extent/Location of the Service and its surroundings; and that it will make all investigations essential to a full

understanding of the difficulties which may be encountered in performing the Service. Notwithstanding anything in this Agreement or in any information furnished by the Company or its representatives, the Locate Service Provider will, regardless of any such conditions pertaining to the Service, the Work Extent/Location of the Service or its surroundings, complete the Service in accordance with the provisions of the Agreement and assume full and complete responsibility for any such conditions pertaining to the Service, the Work Extent/Location of the Service or its surroundings and all risks in connection therewith. In addition, the Locate Service Provider represents that it has authority to do business in the location in which the Service is to be performed and that it is fully qualified to do the Service in accordance with the Agreement.

2.5 Plant Records

The Company agrees to provide the Locate Service Provider with any Plant Records and may provide the Locate Services Provider with any Locate Tools particularized in the Manual to assist the Locate Service Provider with the performance of the Service. The Locate Service Provider acknowledges that the Company may establish from time to time Technical Requirements for the performance of the Service, including but not limited to the accessing of the Plant Records and the use of the Locate Tools. Notwithstanding any provision to the contrary in this Agreement, the Locate Service Provider acknowledges and agrees that the Plant Records and Locate Tools, if applicable, are provided "AS IS" and the Company makes no representation or warranty of any kind or nature, either expressed or implied, regarding the Plant Records and Locate Tools, including but not limited to as to their accuracy, fitness for any purpose, applicability, operation, functioning, inter-operability, completeness, availability, or non-infringement. The Company hereby disclaims and the Locate Service Provider hereby waives any obligation, liability, right, claim or demand in either contract or tort arising either directly or indirectly from the Locate Service Provider's use of the Plant Records or the Locate Tools. The Locate Service Provider further acknowledges and agrees that the provision of the Plant Records or the Locate Tools by the Company does not in any way either limit or amend the Locate Service Provider's requirement to complete the Service in accordance with the terms and conditions of this Agreement. Further, for purposes of clarification, the requirement to complete the Service in accordance with the terms and conditions of this Agreement is in no way conditional or dependent upon the provision of the Plant Records or the Locate Tools.

In the event that the Locate Service Provider becomes aware of any error, omission or discrepancy in the Plant Records, the Locate Service Provider shall promptly advise the Company of any such error, omission or discrepancy and adhere to the Company's record updating process as outlined in the Manual.

2.6 Administrative Responsibilities

Administrative responsibilities of the Locate Service Provider include but are not limited to, receipt of requests, logging requests, retaining on file all completed requests, and forwarding to the Company within 24 hours copies of all completed locate forms if requested. All information requested in the locate form must be completed.

All completed locate forms, including locate sketches, must be saved electronically and available to the Company to view, retrieve and print at any time via electronic means, such as on an

accessible, secure website or portal, or by such other electronic means as the Company may approve from time to time.

The Company, its representative or Ontario One Call shall provide the Locate Service Provider with the following information prior to the commencement of any Locate: (i) location of the proposed construction or excavation, (ii) name of requester, name of contractor, or name of the contact person on Work Extent/Location, (iii) type of work to be performed, boundaries of proposed work as identified by the requester, and (iv) as applicable, scheduled time for Locate.

The Company may, at its option, retain a Locate request for up to 24 hours, or 15 minutes in the case of an emergency Locate request, following receipt from Ontario One Call for the purposes of assessing the request.

2.7 Dedicated Locator - Company Projects and Third Party Projects

- (a) The Locate Service Provider may be engaged as a Dedicated Locator to provide Locates for Facilities on either Company Projects or Third Party Projects.
- (b) If engaged by the Company and accepted by any other affected Members as a Dedicated Locator for a Company Project, the Locate Service Provider shall follow:
 - (i) the Company Specific Terms and Conditions, applicable Manual provisions, standards and directions for any Locates to be performed in respect of the Company's Facilities; and
 - (ii) the Member Requirements for any Locates to be performed in respect of an affected Member's Facilities.

If required by Company, the Locate Service Provider will obtain the prior written approval of Company in the form of an executed Company Project Request Form prior to providing any Dedicated Locator Service for any Company Project.

- (c) If engaged by a Project Owner and accepted by the Company and any other affected Members as a Dedicated Locator for a Third Party Project as evidenced in a Third Party Project Acknowledgement:
 - (i) the Locate Service Provider will be acting on behalf of the Company in responding to Locate requests made by the Project Owner and completing Locates for the Company's Facilities;
 - (ii) all fees and expenses for the Services in relation to such Third Party Project shall be as agreed between the Locate Service Provider and the Project Owner and under no circumstances shall the Company be responsible for same; and
 - (iii) the Locate Service Provider shall follow the applicable Manual and Company Specific Terms and Conditions, provisions, standards and

directions in respect of any Locates to be performed in respect of the Company's Facilities.

The Company reserves the right to withdraw its approval of the Locate Service Provider acting as a Dedicated Locator for any Third Party Project at any time upon written notice to the Locate Service Provider and the Project Owner. For certainty, the terms of Section 7 of this Agreement relating to stoppage of work and termination shall apply to the Locate Service Provider acting as a Dedicated Locator for any Third Party Project.

- (d) The terms and conditions of this Agreement will apply to all Dedicated Locator Services, regardless of whether:
 - (i) the Parties execute a Company Project Request Form in the case of a Company Project;
 - (ii) a Project Owner and the Company documented their agreement in a Third Party Project Acknowledgement in respect of the Locate Service Provider acting as a Dedicated Locator for a Third Party Project.

2.8 Claims For Extra Costs

No claim shall be maintained against the Company for extra or unanticipated costs incurred by the Locate Service Provider by reason of its misapprehension of, or unexpected change in the nature, extent or significance of, any factors such as those enumerated in Section 2.4 or 2.5 hereof.

SECTION 3 AGREEMENT TERM AND EXTENSION

3.1 Agreement Term

The term of this Agreement will commence on February 1, 2023 Unless earlier terminated or shortened in accordance with the terms of this Agreement (including Section 7), the initial term of this Agreement will continue until January 31, 2024 (the "**Initial Term**"). The Initial Term of this Agreement, together with any extension term ("**Extension Term**") and the period during which the Locate Service Provider provides Termination Assistance Service, is referred to herein as the "**Agreement Term**".

3.2 Extension

In the event that the Company wishes to extend the term of this Agreement, the Company shall provide the Locate Service Provider with a written notice (the "**Extension Notice**") containing the Company's intentions with respect to any such extension. The Extension Notice shall specify that the Company intends to seek extension of this Agreement and the terms upon which the Company seeks such extension including the pricing, the term of the extension, the terms of any further extension and all other material terms and conditions. The Extension Notice shall provide for a extension term of 12 months, 24 months or such other period acceptable to the Company.

The Locate Service Provider shall respond in writing to the Extension Notice.

Where the Company has not notified the Locate Service Provider of its intention to renew this Agreement, or where the Company and the Locate Service Provider cannot agree upon the terms of extension of this Agreement, the Locate Service Provider shall fully comply with all of the terms of this Agreement during the remainder of the Agreement Term including with respect to the Termination Assistance Service.

SECTION 4 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE LOCATE SERVICES PROVIDER

4.1 Representations, Warranties and Covenants of the Locate Services Provider

The Locate Service Provider represents, warrants and covenants to the Company as follows recognizing that the Company is relying on such representations, warranties and covenants each time Service is performed by the Locate Service Provider:

General

- (a) the Locate Service Provider and any Subcontractor are fully qualified to perform the Service in accordance with the terms and conditions of this Agreement and Laws. The Service shall be performed to conform to the highest professional standards and industry standards;
- (b) all Service shall be performed in strict accordance with the Manual, the Company Specific Terms and Conditions, Laws (including, without limitation, the Ontario One Call Act) and all of the provisions hereof;
- (c) all Service, including the Locate Service Provider's technology and tools utilized in providing the Service, and the use thereof by the Company, shall not violate or in any way infringe upon the Intellectual Property rights of any person;
- (d) all Employees are qualified and trained and have the skills and experience so that the Service is performed at the highest level of accuracy in a timely fashion;
- (e) all office staff of the Locate Service Provider engaged in receiving calls, issuing instructions or otherwise participating in the performance of the Service have the skills and expertise to perform their portion of the Service in accordance with the provisions hereof and are properly and adequately trained in accordance with all Laws, the Manual and as otherwise provided herein;
- (f) the Locate Service Provider shall complete the Service and ensure that the Service is completed in accordance with all Health and Safety Laws and shall not permit the Service to be performed, except in accordance with all Health and Safety Laws and this Agreement. The Locate Service Provider will comply with all reporting and monitoring requirements under all Health and Safety Laws and this Agreement and will obtain all permits, certificates, approvals, registrations and licenses necessary to perform the Service;

- (g) the Locate Service Provider acknowledges and confirms that it is a condition for the Company entering into this Agreement with the Locate Service Provider, that all Service be completed on a timely and accurate basis and in strict compliance with this Section and the other provisions hereof;
- (h) The Locate Service Provider is enrolled as a member in ISNetworld (www.isnetworld.com), and agrees to maintain such membership and any Company specified grading or standing in ISNetworld (or any successor service) as required by the Company (the “**ISNetworld Requirement**”) throughout the term of this Agreement, in order to allow the Company to collect safety, procurement, sustainability, quality and regulatory information from the Locate Service Provider, its Subcontractors and suppliers, and monitor the Locate Service Provider’s compliance with its obligations under this Agreement. The Locate Service Provider shall comply with the ISNetworld Requirement throughout the term, and be solely responsible for all costs associated therewith;
- (i) the Locate Service Provider shall exercise the highest degree of skill, care and diligence to avoid damage to Persons and property in the performance of the Service;
- (j) prior to commencing Services at each site, the Locate Service Provider shall assess the hazards at the site and document any hazards identified in a form satisfactory to the Company;
- (k) the Locate Service Provider shall not proceed with any Service when to do so would involve any risk to the health, condition or safety of Persons or property, as the case may be. In such cases, the Locate Service Provider shall initiate and implement a plan of action to ensure the safety and protection of Persons and property;
- (l) in situations where there is any risk associated with the Company’s Facilities, the Locate Service Provider shall immediately notify the Company;
- (m) the Locate Service Provider shall give due consideration to the interests of property owners and tenants wherever involved and shall conduct the Service in a manner causing a minimum of inconvenience;
- (n) the Locate Service Provider shall make all reasonable efforts to maintain good will among the landowners, tenants and lessees along the rights-of-way and with the general public. The Locate Service Provider shall, and shall cause its Subcontractors and Employees to, at all times, behave in a professional and businesslike fashion;
- (o) the Locate Service Provider shall be responsible for its own materials and equipment and for all materials furnished by the Company while in the Locate Service Provider’s custody;
- (p) all costs for damage to materials, equipment, hardware or software of the Company or provided by the Company, which are in the custody of the Locate Service

Provider, including any loss, or damage suffered by reason of theft or loss of materials, shall be borne by the Locate Service Provider;

- (q) in its delivery of Services on behalf of the Company, the Locate Service Provider shall: (i) comply with the *Accessibility for Ontarians with Disabilities Act, 2005* (the "AODA"), (ii) satisfy the Company as to its compliance with the AODA, (iii) permit the Company to monitor its compliance and (iv) if requested to so, the Locate Service Provider shall provide the Company with copies of its policies, practices and procedures, training materials and dates of training, and confirmation the Locate Service Provider has reported its compliance to the Ministry of Children, Community and Social Services;
- (r) The Locate Service Provider will comply with the following policies, processes and procedures of the Company (the "**Company Requirements**") to the extent such Company Requirements relate to the Service or the obligations of the Locate Service Provider under this Agreement:
 - (i) Oshawa PUC Networks Inc. Policy # CO-0109 (Code of Conduct) which the Locate Service Provider acknowledges receipt of; and (ii) the Company's requirements, policies, processes and procedures with respect to such other matters of general application as the Company may from time to time establish. Upon request by the Company, the Locate Service Provider will ensure its personnel attend training on the Company Requirements. The Company may amend any Company Requirements or add new requirements as Company Requirements, in its sole discretion, upon notice to the Locate Service Provider, provided that if such compliance has a material impact on the cost to provide the Service it may be implemented pursuant to Section 5.7. For certainty, the Company shall not use the foregoing provisions to unilaterally amend the provisions of this Agreement, and such amendments and additions shall be applicable only to the extent that the imposition of the relevant Company Requirements have general application to all service providers and contractors of the Company;

Employee Health and Safety

- (s) the Locate Service Provider agrees to comply with the *Occupational Health and Safety Act* (Ontario), R.S.O. 1990, c.O.1 and the WSIA and with all other prevailing Health and Safety Laws and all other Laws applicable to the Locate Service Provider and the Agreement and shall familiarize itself and procure all required permits and licenses and pay all charges, fees and assessments necessary or incidental to the due and lawful performance of this Agreement and the performance of the Service in accordance with the provisions hereof and maintain all documentation as may be required by all Laws, and shall indemnify and save harmless the Company Indemnitees, as applicable, against any claim or liability from or based on the violation of any such Laws, whether by the Locate Service Provider, its officers, employees, representatives or agents or a Subcontractor;

- (t) the Locate Service Provider shall initiate and maintain and assess and enforce all necessary safety precautions and programs to conform with all applicable Health and Safety Laws or other requirements, including the Manual, the other provisions of this Agreement and all other requirements of the Company that have been communicated by the CCA to the LSPCA in writing, wherever the Service is performed, that are designed to prevent injury to persons or damage to property on, about, or adjacent to any Service location. The Locate Service Provider shall submit its safety program to the Company at the time of execution of this Agreement and shall strictly comply with such program. Identification and rectification of contraventions or infractions of safety procedures is the responsibility of the Locate Services Provider;
- (u) on a regular basis, and at least annually, the Locate Service Provider shall review and consider the safety program provided in paragraph (t) above and update and amend such program so that such program complies with any changes in Law, Changes in Service, changes required by the Company and any other change in risk or circumstance with respect to the performance of the Service hereunder. A copy of such updated or annotated safety program shall be delivered to the CCA immediately upon completion. On a periodic basis upon the request of the Company, the Locate Services Provider shall provide the Company with a signed statement that it has satisfied its obligations regarding health and safety as provided herein, of any infractions or contraventions of such obligations and of the steps taken to rectify such infractions or contraventions;
- (v) the Locate Service Provider shall ensure that all Employees and Subcontractors have received all training regarding health and safety or any other matters required by applicable Law. The Location Service Provider shall, if specified by the Company, provide further training or implementation of any additional health and safety measure appropriate for the Service. The Locate Service Provider shall provide the Company written documentation of said training and worker qualifications and, upon request by the Company (as applicable), will ensure that the Locate Service Provider and its personnel participate in training and certification activities and tracking through the Company's electronic learning management system;
- (w) upon request, the Locate Service Provider will allow the Company, or a representative designated by the Company, immediate access to any facility related to the Service in order to monitor and audit the Locate Service Provider's compliance with the health and safety requirements of this Agreement;
- (x) the Locate Service Provider shall provide to the Company health and safety statistics related to its performance of the Service as provided in the Manual or as directed by the Company, from time to time;
- (y) the Locate Service Provider will immediately report to the Company any personal injury, motor vehicle accident, or other damage or injury that occurs while the Locate Service Provider is performing the Service or at any Work Extent/Location.

The Locate Service Provider shall follow the procedures established by the Company relating to injuries and accidents and provide such reports regarding injuries and accidents as the Company may require;

- (z) whenever the Locate Service Provider has not complied with its obligations set forth in this Agreement which non-compliance creates a circumstance requiring immediate action to ensure the health and safety of all Persons at any Work Extent/Location, the Company may take or require the Locate Service Provider to take such reasonable precautions as determined by the Company in its sole discretion, including the stoppage of Service. The taking of such action or actions by the Company (or its failure to do so) shall not limit the Locate Service Provider's liability or its obligations under this Agreement. The Locate Service Provider shall reimburse the Company for all costs incurred by the Company in taking such precautions and any costs incurred by the Locate Service Provider for such precautionary action and any subsequent remedial action shall be paid by Locate Service Provider;
- (aa) the Company reserves the right to require the Locate Service Provider: (i) to cease to have any particular Employee or Subcontractor perform any Service under this Agreement; and (ii) to remove from any Work Extent/Location any Employee or Subcontractor not properly observing or complying with any applicable Law or any other requirements of this Agreement;
- (bb) the Locate Service Provider shall be solely responsible for the safety of all Employees or any other Person on any Work Extent/Location for any purpose relating to the Locate Service Provider's performing the Service;
- (cc) when requested by the Company, the Locate Service Provider shall provide a dedicated, qualified health and safety professional to monitor the Service being performed under this Agreement;

Inaccurate Locates

- (dd) the Locate Service Provider will immediately report to the Company any "incident" or "near miss" involving Employees, any Subcontractor, the public, or property, arising from the Locate Service Provider's performance of the Service and shall follow the procedures set out in the Manual in respect of any inaccurate Locate, regardless of how the inaccurate Locate is discovered and whether or not it results in any "incident" or "near miss";

Environmental

- (ee) the Locate Service Provider shall complete the Service in accordance with all Environmental Laws and shall not cause or permit the Release of any Hazardous Substances in relation to the Service, except in accordance with Environmental Laws. The Locate Service Provider will comply with all reporting and monitoring requirements under all Environmental Laws and will obtain all permits, certificates, approvals, registrations and licences necessary to perform the Service. The Locate

Service Provider will not use any of the areas affected by the Service for the disposal of Waste;

- (ff) the Locate Service Provider shall be responsible for initiating, maintaining and supervising all environmental and safety precautions and programs in connection with the performance of the Service;
- (gg) the Locate Service Provider shall erect and maintain, as required by existing conditions and performance of the Service, reasonable safeguards for safety and protection of people and property, including posting signs warning against Hazardous Substances and hazards, describing and notifying owners and users of adjacent sites and utilities;
- (hh) when use or storage of Hazardous Substances or equipment or unusual methods are necessary for performance of the Service, the Locate Service Provider shall exercise utmost care and carry on such activities under supervision of properly qualified personnel; and
- (ii) the Locate Service Provider shall promptly remedy and be responsible for environmental damage and loss including, without limitation: clean-up or rehabilitation costs, damage to property or individuals, the Company's costs related to stoppage or delay of the Service including additional construction costs and costs of retaining qualified persons to remedy any environmental damage caused in whole or in part by the Locate Service Provider or a Subcontractor or by anyone for whose acts they may be liable hereunder or otherwise.

SECTION 5 COVENANTS AND RELATIONSHIP OF THE PARTIES

5.1 Locate Service Provider's Compliance Obligations

The Locate Service Provider shall perform the Service strictly in accordance with the Agreement, the Manual and all Laws.

5.2 The Locate Service Provider's Employees

The Locate Service Provider's servants, Employees and agents (including Subcontractors) are not, and shall not, under any circumstances whatsoever, be deemed to be the servants, employees or agents of the Company. The Locate Service Provider shall have sole responsibility for the instruction, management and control of and all other matters relating to such persons and shall indemnify and save the Company harmless in respect of any and all claims of such persons.

5.3 Competence of Locate Service Provider's Workers

The Locate Service Provider shall employ only qualified, competent, experienced and skilled workers to perform the Service. The Locate Service Provider shall, at its own cost and expense, train its employees to Ontario Regional Common Ground Alliance (ORCGA) Damage Prevention Technician (DPT) standards or agreed to equivalent standards. The Locate Service Provider is responsible for training its Employees including in the use and application of the Manual, the Plant

Records, the Locate Tools and all specific procedural requirements of the Company and the requirements of applicable Law. Without limiting the foregoing, the Locate Service Provider shall be responsible for ensuring that its Employees have the work tools and the computer skills specified as part of the Technical Requirements or Manual.

Upon written notice from the LSPCA to the CCA, the CCA shall provide the answer to any questions the Locate Service Provider may have regarding mapping, systems and locate request processing in order to assist the Locate Service Provider in the training of its employees who will be performing the Service under this Agreement.

Any such assistance provided by the Company shall in no way be deemed to be a waiver or qualification of any of the Locate Service Provider's obligations to perform the Service nor qualify any of the Company's rights under this Agreement.

The Company shall not be obligated for any costs associated with this training except to the extent that Company personnel and facilities may be used.

5.4 CCA

The Company will designate a senior level individual to be the CCA (i) who will be the primary contact person with the Locate Service Provider in dealing with the Company under this Agreement, (ii) who will have the authority to make decisions and take actions on behalf of the Company in the ordinary course of day-to-day management of this Agreement, and (iii) who will serve as an escalated point of contact for any Service issues not resolved locally or regionally. The Company may from time to time replace the individual serving as the CCA (including short term replacements to provide for vacation and other temporary absences) by providing written notice to the Locate Service Provider. The CCA shall be the point of contact in all matters related to the interpretation of this Agreement.

In addition to any powers under the Agreement, the CCA has the authority to determine whether the Service has been performed in a manner acceptable to the Company. The CCA has the authority to require the LSPCA or other Employees to attend and to correct or re-perform Service at the Locate Service Provider's expense.

The CCA may designate some or all of his or her duties to another employee of the Company as determined by the CCA from time to time.

5.5 LSPCA

At the time of the execution of the Agreement, the Locate Service Provider shall give the Company written notice of the name and address of a senior-level individual who will be the LSPCA dedicated to the performance by the Locate Service Provider of all of its obligations under this Agreement and will be the principal contact person with the Company. The LSPCA (i) will be the primary contact person with the Company in dealing with the Locate Service Provider under this Agreement and the performance of the Service under and in accordance with this Agreement, (ii) will have overall responsibility for managing and coordinating the performance of the Service in accordance with the terms hereof, (iii) will meet regularly with the CCA, (iv) will have the authority to make decisions and take actions on behalf of the Locate Service Provider in the

ordinary course of day-to-day performance and management of the Service and (v) will serve as an escalated point of contact for any unresolved Service issues. The Company may request the removal and replacement of the LSPCA in which case the LSPCA shall immediately be removed and replaced with a representative of the Locate Service Provider acceptable to the Company. The Locate Service Provider shall designate and provide the Company written notice with the name and address of the LSPCA and any replacement of the LSPCA.

5.6 Instructions and Cessation of Service

The Locate Service Provider shall not take any instructions, including instructions as to any Change in Service, or accept any decisions or interpretations purportedly made on behalf of the Company, except those given or made by the CCA or by, and within the express authority of, his or her designee.

All instructions, decisions or contractual interpretations given or made by the Company in respect of this Agreement or the performance of the Service hereunder shall be communicated in written form by the CCA to the LSPCA.

The CCA has the right to require that the Locate Service Provider cease the performance of Service if the Company has any grounds to believe that the Service is being performed or is about to be performed in a hazardous manner, an unsafe manner, or not in compliance with this Agreement. The cost of cessation of the Service (and commencing the Service after cessation) is that of the Locate Service Provider.

5.7 Change in Service

The Company may, at any time by a Notice in writing from the CCA delivered to the LSPCA change or issue additional instructions, and change, omit or require Change in Service to be performed by the Locate Service Provider which shall include any change, addition or amendment to or deletion from or restatement of the Manual, any Company Technical Specifications in the Manual, or other specific procedural requirements of the Company. In such event the Company shall have full authority to specify the amount and kind of Service to be performed or omitted, the materials to be used and the equipment to be furnished as fully as though such changes had been incorporated in this Agreement. The Locate Service Provider shall make no additions, changes, alterations or omissions, nor supply or use extra materials or equipment, of any kind, to the Service without the prior written consent of the CCA. Where a Change in Service is authorized or requested by the CCA, the Locate Service Provider shall provide such additional personnel and equipment as are necessary to complete the Change in Service within the time specified by the Company. The time for the completion of the Service shall not be exceeded unless approved in writing by the Company.

A Change in Service shall not increase the Compensation unless the Locate Services Provider can demonstrate to the satisfaction of the Company, acting in a commercially reasonable manner, that such change in Service shall materially increase the cost of Service to the Locate Services Provider. If any Change in the Service shall decrease the cost of the Service to the Locate Service Provider, the Compensation shall be reduced proportionately.

Where a Change in Service results in a change to any of the Schedules, including Schedule 2.1(a) – Geographic Area, Schedule 2.1(ii) – Company Specific Terms and Conditions, Schedule 2.1(iii) – Performance Matrix, Schedule 2.7(b) – Company Project Request Form, Schedule 2.7(c) – Third Party Project Acknowledgement Form, Schedule 8.1 – Compensation, or Schedule 8.3(c) – Billing Accuracy, the amendment reflecting such change shall be attached hereto and form a part hereof and any restated Schedule shall replace the original Schedule and such restated Schedule shall be attached hereto and form a part hereof.

SECTION 6 PRIVACY LAW

6.1 Privacy Law

In performing the Service, the Locate Service Provider may obtain personal information about customers and potential customers of the Company and employees of the Company, including without limitation, name, address, telephone number and service location or number, for which Company is responsible under Privacy Law. All such information is referred to hereafter as “Personal Information.” In the course of performing Service hereunder, the Locate Service Provider agrees to only collect, use and disclose such Personal Information for the purposes of performing the Service hereunder. Furthermore, the Locate Service Provider acknowledges and agrees that it will: (i) not otherwise use or disclose any Personal Information to any affiliated or unaffiliated third parties, except as expressly permitted in writing by the Company; (ii) not transmit or provide access to Personal Information to or from any facility outside of Ontario; (iii) establish policies, procedures and security measures in accordance with Privacy Law and industry standards appropriate to the sensitivity of the Personal Information to protect the Personal Information from unauthorized use or disclosure; (iv) implement such policies, procedures and security measures thoroughly and effectively and in accordance with the terms thereof; (v) ensure that only such of its Employees that have a need to know the Personal Information for the performance of the Service have access to the Personal Information; (vi) not develop or derive for any purpose whatsoever any other product in machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, Personal Information; (vii) not use the Personal Information for any marketing efforts and not sell or convey Personal Information to third parties; and (viii) upon completion of its Service for or on behalf of the Company hereunder, or upon the earlier request of the Company, destroy all Personal Information and all copies and records thereof unless otherwise agreed to in writing by the Company. The Company shall be entitled to conduct a review under Section 12 of the Locate Service Provider’s Personal Information handling practices and procedures to ensure the Locate Service Provider’s compliance with the foregoing provisions. The Locate Service Provider shall at its own cost co-operate with and assist the Company in complying with any audits performed by government officials under Privacy Law, adopt any recommendations of such government officials and/or the courts, and immediately notify the CCA of any breaches of privacy in respect of Personal Information.

SECTION 7 STOPPAGE OF SERVICE AND TERMINATION

7.1 Right of Company to Stop and Take Over Service

- (a) Inadequate Performance

Without limiting any other provisions of this Agreement including paragraph (b) of this Section below and Section 4.1(y), if the Locate Service Provider fails to carry on any part of the Service covered by this Agreement in a manner which is completely satisfactory to the Company, or in the event the Service is not proceeding with such speed as to comply with this Agreement or in the event of failure of the Locate Service Provider to comply with any other requirement of the Agreement, then the Company may, subject to its other rights hereunder, notify the Locate Service Provider in writing that it is in default and instruct it to correct the default or failure within five Business Days or other timeline to allow the Company to remain in compliance with Laws (including, without limitation, the *Ontario One Call Act*), following the receipt of the Notice. If the correction of the default or failure cannot be completed in the five Business Days or other timeline specified, the Locate Service Provider shall be in compliance with the Company's instructions if it:

- (i) commences the correction of the default or failure within the five Business Day period or other timeline specified in the Notice;
- (ii) provides the Company with a schedule acceptable to the Company in its sole discretion for such correction; and
- (iii) completes the correction in accordance with such schedule.

If the Locate Service Provider fails to correct the default or failure in the five Business Day period, the other timeline specified or another period subsequently agreed upon, the Company, without prejudice to any other right or remedy it may have, may:

- (A) correct such default or failure and deduct the cost thereof from any payment then or thereafter due the Locate Service Provider, or
 - (B) forthwith terminate the Locate Service Provider's right to continue with the Service or the Agreement, or both, in whole or in part.
- (b) Where the Locate Services Provider has failed to comply with this Agreement or defaulted in any of the ways described in paragraph (a) above of this Section and the Company, in its absolute discretion, determines that such default or failure cannot be corrected to the Company's satisfaction, then the Company shall have immediately available to it the remedies specified in subparagraph (A) and (B) of paragraph (a) above of this Section and the Locate Services Provider shall not have available to it the provisions of rectification provided for in such paragraph.

7.2 Termination

- (a) **Immediate Termination Upon Notice:** This Agreement may be terminated by the Company with immediate effect or with effect at a later date to be determined by the Company, upon written notice to the Locate Service Provider, such notice specifying the basis for termination if:

- (i) the Locate Service Provider is in material breach of this Agreement, which shall include: (A) any action or omission that endangers the safety of any individual or material property; or (B) failure to obtain insurance or bonds of the type and in the amount and as specified in Section 13.2; or
- (ii) a breach of the confidentiality or Intellectual Property provisions of this Agreement; or
- (iii) a decree or order of a court of competent jurisdiction is entered adjudging the Locate Service Provider a bankrupt or insolvent or approving as properly filed a petition seeking the winding-up of the Locate Service Provider under the *Companies' Creditors Arrangement Act* (Canada), R.S. 1985, c.C-36 or the *Bankruptcy and Insolvency Act* (Canada), R.S. 1985, c. B-3, the *Winding Up and Restructuring Act* (Canada), R.S. 1985, c. W-11 or any other bankruptcy, insolvency or analogous law of any other jurisdiction or issuing sequestration or process of execution against any substantial part of the assets of the Locate Service Provider or ordering the winding up or liquidation of its affairs; or
- (iv) the Locate Service Provider makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3 or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), R.S. 1985, c. C-36, the *Winding Up and Restructuring Act* (Canada), R.S. 1985, c. W-11 or any other bankruptcy, insolvency or analogous law of any other jurisdiction, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in or permits the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition; or
- (v) an encumbrancer takes possession of all or a substantial portion of the property of the Locate Service Provider, taken as a whole, by appointment of a receiver, receiver and manager, or otherwise; or
- (vi) the Locate Service Provider suspends or threatens to suspend carrying on its business in the ordinary course or makes a decision or takes any action toward or passes a resolution for its winding up or dissolution; or
- (vii) the Locate Service Provider becomes insolvent, takes the benefit of any bankruptcy or insolvency law or a petition in bankruptcy is filed by or against it; or

- (viii) the Locate Service Provider assigns or purports or threatens to assign this Agreement or if the Locate Service Provider assigns or purports or threatens to assign any portion of this Agreement or if without the prior written consent of the Company in accordance with the provisions hereof the Locate Service Provider subcontracts or purports or threatens to subcontract any portion of this Agreement or the Service; or
- (ix) there is a direct or indirect change in control of the Locate Service Provider or the Locate Service Provider sells or otherwise disposes of, or threatens to sell or otherwise dispose of, all or a substantial part of its undertaking and property and assets whether in one transaction or a series of transactions; or
- (x) at any time there occurs an event or circumstance which, in the opinion of the Company, represents a material adverse change in the business, operations, property or financial or other condition of the Locate Service Provider which would negatively affect the ability of the Locate Service Provider to perform the Service in accordance with this Agreement or otherwise discharge its obligations hereunder; or
- (xi) the Locate Service Provider is in breach of or default under any other agreement with the Company; or
- (xii) the Locate Services Provider fails during any calendar quarter to satisfy the performance criteria set out in Schedule 2.1(ii) or Schedule 2.1(iii).

In addition, the Company may elect, in its sole discretion, to allow the Locate Service Provider the opportunity to cure any breach which gives rise to a termination notice under this Section 7.2, within the time period it determines. In such case, this Agreement shall be automatically terminated at the expiration of the cure period if the Locate Service Provider has failed to cure the breach to the entire satisfaction of the Company.

7.3 Company's Right to Damages

The Locate Service Provider acknowledges the Company's right to damages for any breach by the Locate Service Provider of the terms of this Agreement, either in whole or in part, includes but is not limited to, the right to damages where the Company has terminated this Agreement in accordance with the provisions hereof.

7.4 Taking Over Service on Termination

In the event of any termination as provided in this Section 7, the Company shall have the right to terminate the right of the Locate Service Provider to proceed with the Service and to finish the Service terminated by any method that the Company may deem expedient, including the employment of another locate service provider or contractors on such terms as the Company may deem advisable. Furthermore, the Company may withhold further payments to the Locate Service Provider until the Service is finished and charge the Locate Service Provider the amount by which the full cost of completing the Service exceeds the unpaid balance of the Compensation; however,

if such cost is less than the unpaid balance of the Compensation, then the Company shall, within a reasonable time, pay the Locate Service Provider the difference.

7.5 Obligations After Termination

The following obligations of the Locate Service Provider (and rights of the Company under Section 12) shall continue in force after any such termination:

- (a) obligation as to quality, correction and warranty of the Service;
- (b) confidentiality and intellectual property obligations;
- (c) privacy obligations;
- (d) audit obligations under Section 12; and
- (e) such other obligations, if any, that are specified to continue in force after termination in the Company Specific Terms and Conditions.

7.6 Termination for Convenience

The Company may, in its sole discretion, terminate this Agreement without cause provided that it first gives a minimum of 30 days written notice to the Locate Service Provider. In the event that this Agreement is terminated pursuant to this Section 7.6, and provided the Locate Service Provider is not otherwise in default, the Company shall pay the Locate Service Provider for all Service performed in accordance with the provisions hereof to the effective date of termination. The Company shall not be held liable for damages or loss of anticipated projects on account of such termination.

7.7 Termination Assistance Service

Commencing on the delivery of any notice of termination or non-renewal of this Agreement (or such other date as mutually agreed by the Parties), and continuing through the effective date of the expiration or termination (the “**End Date**”), the Locate Service Provider shall perform for the Company the Service, without interruption or adverse effect in accordance with the provisions hereof to facilitate the orderly transition and migration of the Service to the Company or its designee (the “**Termination Assistance Service**”). Where the Company does not require the Locate Service Provider to perform some or all of the Termination Assistance Service, the Company shall so advise the Locate Service Provider and the Locate Service Provider shall only perform the Termination Assistance Service required by the Company, all in accordance with the provisions hereof. The Company may, by written notice to the Locate Service Provider, require that the Locate Service Provider provide Termination Assistance Service for a period of up to one hundred and twenty (120) days following the End Date (the “**Transition Period**”), and the Agreement Term shall be extended for such Transition Period. The Company shall pay the Locate Service Provider the fees as set out in the Agreement for any Termination Assistance Services provided during the Transition Period or such other fees as agreed to by the Parties.

7.8 Repossession of Company Property and Taking Over Service on Termination

In the event of any termination of this Agreement by the Company as hereinbefore provided, the Company shall have the right to enter upon the Locate Services Provider's premises and the Work Extent/Location of the Service and take possession of all machinery, equipment, tools and hardware and software provided by the Company to the Locate Service Provider for the performance of the Service including any of the property described in Section 7.9. The Company may finish any Service that is in process at the time of termination without liability to the Locate Service Provider and without charge to the Company, by any method that the Company may deem expedient, including the employment of another contractor on such terms as the Company may deem advisable in its sole discretion. Furthermore, the Company may withhold further payments to the Locate Service Provider until the Service is finished and charge the Locate Service Provider the amount by which the full cost of completing the Service exceeds the unpaid balance of the Compensation; however, if such cost is less than the unpaid balance of the Compensation, then the Company shall pay the Locate Service Provider the difference.

7.9 Return of Company Property

Upon the expiration or termination of this Agreement for any reason whatsoever, the Locate Service Provider shall within 24 hours of such termination return to the Company all property of the Company held by, in the possession of or used by the Locate Service Provider including, without limitation, all identification badges, Manual, tools (including any Locate Tools), equipment, materials, supplies, hardware, software, the Company Confidential Information, Intellectual Property, Plant Records, Records, locate sheets and station keys and value keys, without retaining any copies of the foregoing in any medium. To the extent that any of the foregoing cannot be returned, the Locate Service Provider shall immediately destroy all of the subject matter referred to in this Section. The Locate Service Provider shall cease using any Confidential Information or Intellectual Property including trade-marks of the Company and any software in any form whether owned or licensed by the Company, or exercising any Licensed Rights. The Locate Service Provider shall further cease accessing any computer systems or databases of the Company for any purpose whatsoever and shall terminate such access. The Locate Service Provider acknowledges and agrees that the Company may revoke any and all access to the Locate Service Provider, any Subcontractors, or the personnel of either, to any computer system or databases immediately upon termination of this Agreement. All of the actions referred to in this Section 7.9 shall be performed to the satisfaction of the Company. The Company may agree to permit the Locate Service Provider to continue to hold Company property where the Company has provided the Locate Service Provider with written notice that it requires that the Locate Service Provider will provide Termination Assistance Service to the Company but this right shall only apply to Company property specified by the Company in writing. Without limiting any other provision, the Locate Service Provider shall ensure that any Subcontractor shall comply strictly with the Locate Service Provider's obligations under this Section 7.9. The Locate Service Provider shall be vicariously liable for the failure of any Subcontractors to comply with the Locate Service Provider's obligation under this Section 7.9.

SECTION 8 COMPENSATION, TAXES AND PAYMENTS

8.1 Compensation

The Locate Service Provider shall be paid the Compensation in accordance with Schedule 8.1 – Compensation for the Service.

The Compensation represents all consideration to be received by the Locate Service Provider from the Company for the Service and shall cover and include including, without limitation, for all supervision, labour, material, use of equipment, overhead, profit, and all other costs and expenses incurred by or on behalf of the Locate Service Provider.

8.2 Taxes

Each Party shall be responsible for all Taxes which it is by Law required to pay. For greater certainty, the Company shall in no way be responsible to compensate the Locate Service Provider, or any of its Subcontractors for any liability that any of them may incur for Taxes; the payment of such Taxes shall be the sole responsibility of the Locate Service Provider, or its Subcontractors, as the case may be.

The Locate Service Provider understands that the Company may be required to withhold amounts in respect of Taxes from the Compensation payable to the Locate Service Providers under the laws, rules and regulations related to payment to non-residents and to remit such amounts to relevant taxing authorities, which amounts shall be deducted from amounts due and owing to the Locate Service Provider hereunder, and that the Company shall not be liable to the Locate Service Provider in any manner for amounts withheld and remitted.

8.3 Payments

(a) Application for Payment

Applications for payment shall include an invoice in the form provided in the Manual (“**Invoice**”) and a detailed report in the form provided in the Appendices to the Manual.

(b) Payment

Following receipt of an Invoice, the Company will issue final payment to the Locate Services Provider in accordance with the provisions set out in Schedule 2.1(ii) – Company Specific Terms and Conditions, or such other terms and conditions as the Parties may agree to.

(c) Billing Accuracy

The Company may audit the Locate Service Provider’s Invoices and billing accuracy in accordance with the terms set out in Section 12 and Schedule 8.3(c) – Billing Accuracy.

8.4 Most Favoured Customer

The Locate Service Provider warrants that the prices shall be at least as low as those charged to the most favoured customer of the Locate Service Provider for similar services of comparable quality and quantity and an officer of the Locate Service Provider shall confirm compliance with this Section in writing at each anniversary of the effective date of this Agreement.

8.5 Section 8 Does Not Apply to Third Party Projects

Section 8 shall not apply where the Locate Service Provider is engaged as a Dedicated Locator for a Third Party Project as the Project Owner is responsible for the fees and expenses for such Services.

SECTION 9 INSPECTION OF THE SERVICE

9.1 Company's Right of Inspection

The Locate Service Provider shall co-operate with and provide the Company with every reasonable facility to ascertain the quality of the Service performed and measure the performance of the Service in accordance with this Agreement from time to time and in this regard shall meet with the Company and provide such written reports in each case as from time to time required by the Company.

SECTION 10 CONFIDENTIALITY

10.1 Confidentiality

- (a) Confidential Information. In connection with this Agreement, each of the Parties has disclosed and may continue to disclose to the other party information that relates to the disclosing party's business operations, financial condition, customers, products, services or technical knowledge. Except as otherwise specifically agreed in writing by the Parties, the Locate Service Provider and the Company each agrees that (i) all information communicated to it by the other and identified as confidential or proprietary, whether before or after the date hereof, including the Manual and the contents thereof (ii) all information identified as confidential or proprietary to which it has access in connection with the performance of its obligations under this Agreement, whether before or after the date hereof, (iii) all information communicated to it that reasonably should have been understood by the receiving Party, because of confidentiality or similar legends, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing Party, (iv) all business methods, technologies, designs, and specifications, and (v) the terms and conditions of this Agreement (collectively and including any modifications, improvements, enhancements or derivatives of (i) to (v) above, the "**Confidential Information**"), will be and will be deemed to have been received in confidence and will be used only for purposes of this Agreement. Confidential Information includes information (including materials) in written, graphic, machine readable or other tangible form and includes technical knowledge

and information, know-how, Plant Records, financial information, customer lists, customer information, supplier lists, supplier information, employee records, business plans, information pertaining to business operations, services, markets and operations and data, information stored on storage media, software, tools and methodologies. The Parties acknowledge that third-party information or software may be subject to additional confidentiality restrictions imposed by the applicable vendor's license or other agreement and is subject to and the Locate Service Provider agrees to be bound by the additional restrictions imposed by the applicable vendor's license including with respect to confidentiality, use and ownership including ownership of modifications and enhancements.

- (b) Safeguarding and Permitted Disclosure. Each Party's Confidential Information will remain the property of that Party and shall not be disclosed, made available, sold or transferred to any other Person in any manner or for any purpose whatsoever. Each of the Parties shall use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. For the purpose of clarification, this does not permit the Parties to allow third parties to whom it generally permits access to their own Confidential Information, access to the Confidential Information of another Party. Each Party may disclose relevant aspects of the other Party's Confidential Information to its employees, elected officials, Chair, subcontractors (Subcontractors only in the case of the Locate Services Provider), professional advisors and agents, as applicable ("**Third Party Recipients**"), to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under this Agreement, provided however, that in each such case: (i) such Party shall be vicariously liable for the failure of any Third Party Recipients to comply with such Party's obligations hereunder, and (ii) such Third Party Recipients are under a duty of confidentiality in favour of such Party or have signed a confidentiality agreement in favour of such Party, in each case, that afford no less protection to the Confidential Information than the terms and conditions of this Agreement.
- (c) Use of Confidential Information. Except as provided elsewhere in this Agreement, neither Party shall (i) make any use or copies of the Confidential Information of the other Party except as contemplated by this Agreement and for the purposes of this Agreement, (ii) acquire any right or interest in or assert any lien against the Confidential Information of the other Party, or (iii) sell, assign, lease or otherwise commercially exploit the Confidential Information of the other Party. Neither Party may withhold the Confidential Information of the other Party or refuse for any reason (including due to the other Party's actual or alleged breach of this Agreement) to promptly return to the other Party its Confidential Information, including copies thereof, if requested to do so. Upon expiration or any termination of this Agreement, at the request of a Party, the receiving Party shall return or destroy, as the disclosing Party may direct, all documentation in any medium that

contains or refers to the disclosing Party's Confidential Information, and retain no copies thereof.

- (d) Permitted Disclosures. This Section 10.1 will not apply to any particular information that either Party can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party or a Subcontractor or Employee in the case of the Locate Service Provider; (iii) was in the possession of the receiving Party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation; (iv) was received after disclosure to it from a third party who did not obtain such information as a result of a wrongful or illegal act and further had a lawful right to disclose such information to it; or (v) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party. A Party will not be considered to have breached its obligations under this Section 10.1 for disclosing Confidential Information of the other Party (including the portions of this Agreement that constitute Confidential Information) to the extent required to satisfy any legal requirement of a court, tribunal or other competent governmental, administrative or regulatory authority, including such authority acting under Privacy Legislation; provided that the disclosing Party is given sufficient notice to enable it to seek an order limiting or precluding such disclosure. In addition, the Company shall not be considered to have breached its obligations under this Section 10.1 for disclosing to other LAC Members the reports provided for in the Manual. For clarification purposes, the Locate Service Provider shall be permitted to provide to excavators the sketches created in providing the Service, as particularized in the Manual.
- (e) No Licenses. Nothing contained in this Section 10.1 will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Confidential Information or Intellectual Property of the other Party. Without limiting any other provision, all information exchanged under this Agreement is provided "AS IS".
- (f) Intellectual Property. Subject to the other provisions hereof including those contained in Section 10.1(a) and Section 10.1(e), each Party shall be entitled to make intellectual property filings, and obtain intellectual property registrations, based on Intellectual Property developed by such Party. For the sake of clarity, only the Company shall be entitled to make intellectual property filings and obtain intellectual property registrations, based on Work Product.
- (g) Sensitive Information. The Parties acknowledge that their respective Confidential Information constitutes commercial and financial information that has been supplied in confidence and the disclosure of which could reasonably be expected to harm significantly the competitive position, and interfere significantly with the commercial interests, of each of the Parties, and further, could reasonably be expected to harm the financial or economic interests of each of the Parties. Accordingly, the Parties confirm their intention that all Confidential Information

disclosed to each other shall be deemed to be confidential and prohibited from disclosure to third persons.

- (h) Required Disclosure. If the Company is a provincial institution, municipality, or municipal institution, this Section may apply. The Locate Services Provider acknowledges that all information that is in the custody or control of the Company may be subject to the access provisions of the *Freedom of Information and Protection of Privacy Act (Ontario)* and *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*. To the extent permitted under the applicable statute(s), the Company will inform the Locate Services Provider of any request made of the Company under such statute for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by the Locate Service Provider to the Company so that the Locate Services Provider will have an opportunity to make representations with respect to the proposed disclosure.

10.2 Safeguarding of Intellectual Property

The Locate Service Provider shall develop, implement and maintain data integrity, backup, security and privacy technologies, procedures, policies and controls that meet or exceed applicable industry standards or as the Company may require from time to time, including as provided in the Manual and also including the creation of backup data and the creation of a business continuity plan.

10.3 Unauthorized Acts

The Locate Service Provider shall:

- (a) notify the Company promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the Company's Confidential Information or Intellectual Property by any Person that may become known to such Party;
- (b) promptly furnish to the Company details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist the Company in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Company's Confidential Information or Intellectual Property;
- (c) use reasonable efforts to cooperate with the Company in any litigation and investigation against third parties deemed necessary by the Company to protect its proprietary rights and Confidential Information or Intellectual Property; and
- (d) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of the Company's Confidential Information or Intellectual Property.

The Company will reimburse any reasonable out-of-pocket expenses incurred by the Locate Services Provider as a result of compliance with this Section 10.

SECTION 11 PROPRIETARY RIGHTS

11.1 Ownership of Work Product and Permitted Use Thereof

- (a) All Work Product and any related Intellectual Property owned by a Party prior to the Commencement Date will continue to be owned by such Party during the Agreement Term and thereafter. No Intellectual Property owned by the Locate Service Provider prior to the Commencement Date may be included in the Work Product, without the prior written consent of the Company.
- (b) All Work Product that has been prepared, created, written or recorded in any manner related to the Service by: (i) the Locate Service Provider, (ii) the Company, or (iii) the Locate Service Provider and the Company jointly after the Commencement Date shall be the exclusive property of the Company.
- (c) The Locate Service Provider shall not release to any third party, any portion of any Work Product, unless otherwise authorized in writing by the Company, including by not limited to the Manual. For the purposes of further clarification, the Locate Service Provider shall be permitted to provide to excavators the sketches created in providing the Service, as particularized in the Manual.
- (d) The Locate Service Provider hereby assigns and agrees to assign to the Company all right, title and interest in any Work Product, howsoever created from the Commencement Date. The Locate Service Provider agrees to take such steps and to execute any such further documents as may be necessary to perfect or register any of the rights referred to in this Section 11.1.
- (e) The Locate Service Provider represents and warrants that it shall, in a written contract with any Subcontractor, obtain for the Company the same rights in relation to any Work Product developed by the Subcontractor, as this Agreement provides to the Company in relation to any Work Product developed by the Locate Service Provider.
- (f) During the Agreement Term the Locate Service Provider shall have a nonexclusive, non-transferable, non-assignable, royalty-free, license to use Work Product or any related Intellectual Property in relation to performance of the Service hereunder, solely for the normal internal business purposes of the Locate Service Provider under this Agreement and during the Agreement Term and not for the benefit of others or for any other purpose whatsoever. For clarification purposes, the license referred to in this Section 11.1(f) does not confer any rights to sub-license whatsoever. The license referred to in this Section 11.1(f) shall terminate immediately upon termination or expiration of this Agreement.
- (g) The Locate Service Provider represents and warrants that it owns or has obtained licenses to all Confidential Information or Intellectual Property necessary to perform the Service. The Locate Service Provider shall immediately inform the Company if it is aware, or becomes aware, that performance of the Service or the use of any Confidential Information or Intellectual Property necessary to perform

the Service constitutes infringement or inducement to infringe the Intellectual Property rights of others.

- (h) In the event that the Locate Service Provider develops or obtains rights to any computer system, software program, or database that is related to the provision of the Service or operable in conjunction with the Plant Records or any hardware or software that is part of the Locate Tools (other than as described in Section 11.1(i) below) (referred to as “**Locate Service Provider Technology**”), it is agreed that:
- (i) the Locate Service Provider shall provide full disclosure of the Locate Service Provider Technology to the Company on a timely basis, and provide such access to appropriate personnel of the Company as is required to evaluate the Locate Service Provider Technology (including but not limited to a demonstration of the operation of the Locate Service Provider Technology);
 - (ii) the Company shall have a perpetual, non-exclusive, non-transferable, non-assignable, royalty-free license to use the Locate Service Provider Technology in any manner, solely in conjunction with Plant Records created based on the Service provided by the Locate Service Provider;
 - (iii) to the extent that the Company requires a license beyond the scope of Section 11.1(h)(ii) (including for example for the purposes of providing access to the Locate Service Provider Technology to other similar service providers), the Locate Service Provider agrees to negotiate in good faith a commercially reasonable license to the Locate Service Provider Technology;
 - (iv) the Locate Service Provider shall during the Agreement Term maintain any computer code that is part of the Locate Service Provider Technology, and provide access to the Company on a timely basis to any upgrades, updates, fixes or other modifications thereto;
 - (v) in the event that the Company wishes to use the Locate Service Provider Technology, the Parties shall negotiate in good faith a source code escrow arrangement in regard to any source code that is part of the Locate Service Provider Technology, which shall include:
 - (A) placement of the source code with an escrow agent mutually acceptable to the Parties, acting on a reasonable basis, the cost of which shall be paid for by the Company; and
 - (B) reasonable source code escrow release events; and
 - (vi) the Locate Service Provider agrees in good faith to take such steps as are required to give effect to the intent of this Section 11.1(h), which include but are not limited to delivering the Locate Service Provider Technology to

the Company in a form that permits the Company to exercise its rights under this Section 11.1(h).

- (i) In the event that the Parties intend to jointly develop a computer system, software program, or database that is related to the provision of the Service or operable in conjunction with the Plant Records or any hardware or software that is part of the Locate Tools (“Joint Technology”), the Parties agree that they shall enter into a formal arrangement regarding their respective rights and obligations in regards to the Joint Technology, including but not limited to obligations regarding the development and testing of the Joint Technology, rights to use the Joint Technology, and rights to license the Joint Technology to third parties

11.2 Company Plant Records System

Without limiting any other provision of this Agreement or this Section, the Locate Service Provider acknowledges and agrees that the Company either owns or licenses all software and other intellectual property relating to the Company Plant Records System and that, (i) all such software and intellectual property is Company Confidential Information, (ii) the Locate Service Provider shall comply with the terms of any end user agreements relating to such software and intellectual property of which it is made aware and will indemnify and hold harmless the Company in accordance with the provisions of Section 13.1 (Indemnity and Defence) for any breach of such end user agreements; and (iii) while the Locate Service Provider has limited rights to use such software and intellectual property during the Agreement Term in connection with the performance of the Service all rights thereto shall immediately terminate on the termination or expiration of this Agreement for any reason whatsoever. The Locate Service Provider acknowledges and agrees that any use of the Company Plant Records System other than in accordance with this Agreement in connection with the performance of the Service or any assignment or attempted or purported assignment of any of its rights with respect to the Company Plant Records System may result in the immediate and automatic termination of this Agreement, in the Company’s sole discretion.

11.3 Locate Tools

- (a) The Locate Service Provider acknowledges and agrees that the Locate Tools shall not be shared in any way or manner whatsoever with any other clients and/or third parties of the Locate Service Provider unless the Locate Service Provider is specifically authorized by the Company to do so in writing. The Locate Tools shall be used for the sole purpose of the performance of Service.
- (b) The Locate Service Provider shall ensure that the use of the Locate Tools, if any, shall in all respects comply with the Licensed Rights defined in the Company Specific Terms and Conditions and the terms and conditions set out in this Section 11.3.
- (c) The Locate Service Provider shall ensure that the Software is secured and kept in a locked environment for the same degree of security and care that it utilizes for its own software.

- (d) The Locate Service Provider shall provide access to the Company and its employees and agents at all times upon prior written notice from the Company, to the Software for the purpose of inspecting, maintaining, upgrading or removing the Software. While on the premises of the Locate Service Provider, the Company, its employees and agents agree to abide by the reasonable security requirements of the Locate Service Provider.
- (e) The Locate Service Provider confirms and acknowledges that it is not obtaining, nor is it acquiring any rights, license, sublicense or the utilization of the Locate Tools other than specifically provided for in this Agreement. The Locate Service Provider shall not disassemble, decompile, reverse assemble, translate, modify decrypt or deconstruct software or hardware or any method or process of obtaining or converting any information, data, or software from one form into a human readable form that is part of or embodied in the Locate Tools or otherwise provided by the Company. The Locate Service Provider shall not assign, license, sub-license or otherwise transfer voluntarily or involuntarily by operation of Law or otherwise, any right or use of the Locate Tools.

11.4 Trade-Marks

The Locate Service Provider may not use in its communications, including press releases, publicity, referred customers listing or marketing literature or promotional material either the Company's name, or the name of any of the Company's affiliates or any of their the trade-marks and related official seals, the fact that it has signed this Agreement with the Company, or any information which may reasonably be seen to imply that the Locate Service Provider has entered into an agreement with or has a relationship with the Company or its affiliates, without first obtaining the Company's written approval and, if applicable, signing a license agreement in a form to be provided by the Company. The Locate Service Provider shall use the trade-marks solely within the scope of any such written authorization provided by the Company.

11.5 Further Assurances

The Locate Service Provider and the Company agree to execute and deliver such instruments and documents as the other Party reasonably requests to evidence or effect the acknowledgements, covenants and agreements contemplated by this Section.

SECTION 12 EXAMINATION, REVIEW, AUDIT AND OTHER RIGHTS

12.1 Right to Examine Locate Service Provider Business Records

The Company shall have electronic access during normal business hours of the Locate Service Provider to and be entitled to inspect and be provided with electronic copies of such business records applicable to the Service, including invoices and all supporting documentation and calculations and the Locate Service Provider personnel, as are necessary to verify any calculation of the amount to be paid to the Locate Service Provider in respect of any Service.

12.2 Operational Review

The Locate Service Provider shall provide to such employees, representatives and agents (including independent third party auditors) of the Company as the Company may designate in writing, access to any facilities or premises of the Locate Service Provider, to the assets and equipment and materials used by the Locate Service Provider to perform the Service, to Subcontractors and Employees, and to information applicable to the Service and to all data, records (including invoices), operational records, log books, charts, maps, plans, lists of materials, supplies and equipment and supporting documentation maintained by the Locate Service Provider with respect to the Service (collectively the “Records”) (in any form whatsoever) for the purpose of (i) performing operational reviews, audits and inspections of the Locate Service Provider and its businesses (including any operational audits necessary to enable the Company to meet and satisfy all Laws and regulatory requirements), (ii) to perform quality checks and to confirm that the Service is being performed in accordance with this Agreement, including the Manual and all quality acceptance and quality control requirements of the Company (iii) to verify the integrity of the Locate Service Provider’s reports hereunder, (iv) to monitor, investigate, review and audit any process or procedures that relate to the performance of Service or the preparation and delivery of any invoices, (v) ensure security measures relating to the Company Confidential Information, Personal Information and Company Intellectual Property are satisfactory, and (vi) to verify the quality of the Service or the accuracy of any statement, charge or computation made pursuant to the provisions of this Agreement, (vii) to ensure compliance with the terms and conditions of this Agreement including, without limitations those contained in Section 4 with respect to environmental and health and safety matters and privacy. The scope of such reviews and audits may include, without limitation, and when applicable, (x) the Locate Service Provider’s practices and procedures, (y) controls (e.g., organizational controls, input/output controls, system modification controls, processing controls, system design controls, and logical and physical access controls) and (z) business continuity plans, environmental response plans and disaster recovery and back-up plans and procedures. Any reports received as a result of these reviews or audits will be addressed to the Company.

12.3 General Principles Regarding Maintenance of Records and Reviews and Audits

- (a) The Locate Service Provider shall keep and maintain all of its financial records in accordance with Canadian generally accepted accounting principles consistently applied.
- (b) The Company shall use commercially reasonable efforts to conduct such reviews and audits in a manner that will result in a minimum of inconvenience and disruption to the Locate Service Provider’s business operations. Reviews and audits may be conducted only during normal business hours of the Locate Service Provider and only as frequently as reasonably necessary. The Company will provide the Locate Service Provider with reasonable prior written notice of each review or audit. The Locate Service Provider will make available on a timely basis its appropriate personnel and the information reasonably required to conduct the review or audit and will assist the designated employees and agents of the Company or its auditors as reasonably necessary. All information learned or exchanged in connection with the conduct of a review or audit, as well as the result of any review

or audit, constitutes Confidential Information and will be subject to the provisions of Section 10. Any reports received as a result of these reviews or audits will be addressed to the Company.

- (c) The Company may engage at its own expense for the performance of financial reviews or audits contemplated by this Section any recognized accounting firm, in the event that the services are not provided by the Company’s internal audit staff, and, in this regard, the Locate Service Provider shall (at its own expense) make available its employees and records.
- (d) The performance by or on behalf of the Company of any reviews or audits hereunder is no assurance that the Service performed complies with the provisions hereof which performance shall remain the sole responsibility of the Locate Service Provider.
- (e) Each Party will pay its own costs as provided herein in connection with any review or audit performed under the provisions of this Section 12 except, (i) where an audit confirms that Compensation was paid at a rate of 5% or more above the amount mandated hereunder or (ii) where an operational review confirms that the Locate Service Provider has failed to comply with the provisions of or satisfy the requirements of Section 2 or Section 3, in which case the Locate Service Provider will pay the Company’s cost of the audit or review, as the case may be.

12.4 Quality Audits

Upon the request of the Company, the Locate Service Provider, at its own expense, shall retain a qualified third party to conduct an audit of its: (a) quality management program, (b) health and safety program, and (c) environmental program; and its compliance with each of such programs. The third party conducting the audit must be approved in advance by the Company.

The Locate Service Provider will provide, within 30 days of the audit, a full and complete copy of the audit report, together with plans to address the non-conformances or deviations identified therein. All non-conformances or deviations will be corrected within timelines agreed to by the Company. The Locate Service Provider shall complete follow-up audits to demonstrate non-conformances or deviations have been corrected and report on such completion and correction to the Company.

The Locate Service Provider shall promptly advise the Company and all LAC members of any changes to their quality management program, health and safety program, environmental program, and or other programs required by the Company and LAC members.

12.5 Statutory Audits

- (a) The Company may be subject to statutory audits and other requests for information from taxation and other Governmental Authorities (each, a “**Statutory Audit**”). The Company shall notify the LSPCA forthwith if it is contacted by taxation or other authorities regarding a Statutory Audit relating to the Company. The Locate

Service Provider shall respond to any Statutory Audit regarding the Company according to the Company's direction.

- (b) The Locate Service Provider may provide information to Governmental Authorities only under the direction of the CCA. The Locate Service Provider shall provide such information in a timely manner either to the Company or, upon written request of the CCA, directly to the applicable statutory authority.
- (c) If, as part of any Statutory Audit process, the Locate Service Provider is required to answer questions from Governmental Authorities with respect to its performance of the Service, the Locate Service Provider shall provide the CCA prompt written notice of such request and the Company shall be entitled to send a representative to be present at all such discussions with such statutory authorities and to preview responses to such questions.

12.6 Records Retention

- (a) The Records shall be maintained and retained in accordance with the highest standard required under, (i) all Laws, and (ii) Canadian generally accepted accounting principles.
- (b) The Records shall be maintained and retained by the Locate Service Provider for two years following the expiration or termination of this Agreement unless the retention period for a particular Record has previously expired except that:
 - (i) Records related to any matter disputed between the Parties shall be preserved until such dispute is settled, and
 - (ii) Records related to any matter or the requirements of any authorities shall be preserved for a period of seven years from the end of the calendar year to which such Records relate.

The Locate Service Provider may fulfill its obligations to preserve any Records by delivering them to the CCA with a notice stating that such delivery is being made in satisfaction of its obligations under this Section 12.

12.7 Credit Checks and Financial Standing

The Company reserves the right to obtain a complete credit check on the Locate Service Provider at any time and from time to time and, in this regard, the Locate Service Provider agrees to cooperate with and assist the Company including by providing financial information and arranging for meetings or discussions with officers of the Locate Service Provider and, following discussions with the Locate Service Provider, the Locate Service Provider's bank manager or managers to discuss the Locate Service Provider's financial status. In addition, the Locate Service Provider will immediately notify the Company of any material adverse change or any potential material adverse change to its financial status or cash flow (which will include any failure to pay in full on the date payments are due its Subcontractors or Employees) that could impact the Locate Service Provider's ability to perform the Service in accordance with all of the provisions hereof.

12.8 Subcontractors and Affiliates

The Locate Service Provider agrees that all of the foregoing review and audit rights of the Company shall be available to the Company in respect of any Affiliate of the Locate Service Provider and to the Locate Service Provider in respect of any Subcontractor that is providing materials or services to the Locate Service Provider in connection with or related to the performance of Service. The Locate Service Provider acknowledges and agrees that it shall ensure by written agreement that it (and the Company to the extent applicable) have access to all Records of Subcontractors and Affiliates of the Locate Service Provider for the purposes of examinations, audits and reviews as provided in this Agreement. The Locate Service Provider shall provide to the Company on the request of the Company the results of any such audit performed by or for the Locate Service Provider which shall include any summary or analysis prepared by or for the Locate Service Provider and the information and documents and materials upon which such were based.

12.9 Use of Review and Audit Results

The Locate Service Provider acknowledges and agrees that the results of any review or audit can and will be used by the Company, subject to the provisions of Section 10 relating to Confidential Information, for any purpose hereunder including a decision by the Company to terminate this Agreement in accordance with the provisions hereof.

SECTION 13 INDEMNITY, INSURANCE AND WARRANTY

13.1 Indemnity and Defence

The Locate Service Provider shall, and hereby agrees to indemnify the Company Indemnitees against and save and hold them harmless from any and all liability, claims, demands, loss, damages, costs and expenses (including without limitation all applicable solicitors' fees and disbursements, investigation expenses, adjusters' fees and disbursements) of every nature and kind for or in respect of:

- (a) injury to or the death of any and all persons;
- (b) damage, destruction or loss, consequential or otherwise, to or of any and all property, whether real or personal;
- (c) any act or omission by the Locate Service Provider or any officer, director, employee, agent, representative or Subcontractor of the Locate Service Provider;
- (d) any penalties, charges, administrative monetary amounts, or fines levied against any of the Company Indemnitees, as applicable, arising out of any act or omission of the Locate Service Provider or failure to perform the Service as required by the Agreement, or in accordance with the requirements of Law;
- (e) contravention of Environmental Laws, or adverse property or environmental condition or impact caused or contributed to by work practices, or by the release, spilling, leaking, abandoning or flowing of any contaminant which are either directly or indirectly, in any manner based upon, occasioned by, attributable to or

arising out of anything done by the Locate Service Provider or any officer, director, employee, agent, representative or Subcontractor of the Locate Service Provider;

- (f) any claim that the Service, the Locate Service Provider's technology and tools utilized in providing the Service, Work Products, or the use thereof by the Company constitute an infringement, violation or misappropriation of any third party's right, including any Intellectual Property right; and
- (g) any and all breaches by the Locate Service Provider of any representations, warranties, covenants, terms or conditions of this Agreement,

where such injury, death, damages, destruction, loss, act, omission, penalty, charge, fine, contravention, adverse condition or impact, claim or breach, as the case may be, results from or in any manner arises out of or in connection with or is referable to any Service or to the performance of any activity incidental to any Service or the Agreement. The Locate Service Provider shall also, upon the request of the Company, and at no expense to the Company, defend the Company in any and all suits, actions and proceedings concerning any such injury, death, damage, destruction, loss, act or omission. The Locate Service Provider shall promptly settle or cause the settlement of all claims for injuries or damages for which it is responsible. Upon receipt of any such claim, the Locate Service Provider shall immediately notify the Company of the full particulars thereof and the Company may elect by notice to the Locate Service Provider to have its representative accompany the Locate Service Provider's representative in making settlement of the claim.

If any such claim remains undisposed of for 90 days after the completion of the act or omission to which the claim is referable, or for a period of 90 days after the Locate Service Provider was first notified of the claim, the Company may make settlement of the claim for the account of the Locate Service Provider unless the Locate Service Provider has notified the Company of its desire to litigate the claim. The Company will inform the Locate Service Provider of its intention to make settlement of any claim for the account of the Locate Service Provider as aforesaid before doing so. The Company may, at its option, retain from the money due the Locate Service Provider a sufficient amount to indemnify it against loss by reason of such claims. The release forms used in settling any claim shall be subject to the Company's approval and shall be made in favour of both the Locate Service Provider and the Company.

For certainty, any penalties, charges, administrative monetary amounts, or fines levied against any of the Company Indemnitees arising out of any act or omission of the Locate Service Provider or failure to perform the Service as required by the Agreement or in accordance with the requirements of Law, may be retained by Company from the monies due to the Locate Service Provider or charged or invoiced by the Company to Locate Service Provider to indemnify the Company Indemnitees as set out in this Section.

The Locate Service Provider shall not be liable to indemnify the Company or hold the Company harmless or defend the Company in respect of any injury, death, damage, destruction or loss arising from either the sole negligence of or the wilful misconduct of the Company Indemnitees.

In the event of damage, destruction or loss to the Company's property or to any public or private property including property owned or maintained by other utility companies, upon or in the vicinity

of any Work Extent/Location, due or allegedly due, to a Locate error by the Locate Service Provider, the Parties hereby agree to follow the claims settlement process specified by the Company, which, if applicable, may be set forth in the attached Schedule 2.1(ii) .

13.2 Locate Service Provider’s Insurance

Unless the Company specifies otherwise in writing, the Locate Service Provider and its subcontractors, of every tier, shall at its own expense maintain and keep in full force and effect at all times during the Agreement Term and for so long thereafter as a claim related to this Agreement is possible under applicable statutes of limitations:

- (a) Commercial General Liability insurance having a minimum inclusive coverage limit of at least \$10,000,000 per occurrence for personal injury (including bodily injury and death) and property damage arising out of or relating to Locate Service Provider’s activities under this Agreement, which policy should be extended to cover contractual liability addressing indemnification under this Agreement, cross liability, severability of interests, liability arising out of unlicensed equipment, products and completed operations, limited time element pollution, contingent employer’s liability and, shall provide coverage for explosion, collapse, and underground hazards (“XCU”), either in a single policy or a primary policy with an excess or umbrella policy. Such policy shall be endorsed to add the Company Indemnitees, as applicable, as additional insureds;
- (b) Commercial Automobile Liability insurance on all vehicles used in connection with the Agreement or the performance of the Service and such insurance shall have a limit of at least \$5,000,000 per occurrence in respect of bodily injury (including passenger hazard) and property damage inclusive in any one accident, either in a single policy or a primary policy with an excess or umbrella policy. Such policy shall be endorsed to add the Company Indemnitees as additional insureds;
- (c) Professional Liability or Errors and Omissions Liability for claims arising out of the Service, with a policy limit of at least \$2,000,000 per claim and in the aggregate; and
- (d) All Risk Property Damage insurance on a replacement cost basis covering loss of or damage to property owned or leased, or in the care custody and control by the Locate Service Provider or for which the Locate Service Provider has otherwise assumed responsibility for loss or damage under the terms of this Agreement.

The Locate Service Provider shall ensure that each insurance carrier providing coverage hereunder provides (in each case arranged to provide the maximum benefit to the Company), the following:

- (i) waiver of insurers’ rights of recovery, contribution, subrogation, set-off or counterclaim, in favour of the Company, in all policies of insurance under this Section and including all applicable third party liability policies and property insurance policies, arising out of or related in any way to this Agreement; and

- (ii) that coverage, in all of Locate Service Provider’s insurance policies (whether such policies are primary, umbrella or excess) under this Schedule or arising out of or related to this Agreement in any way, shall be written to respond on a primary and non-contributory basis irrespective of any other applicable insurance otherwise available to the Company under this Agreement.

The Locate Service Provider shall forthwith after entering into the Agreement, and from time to time at the request of the Company, furnish to the Company an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter called “**Insurance Policies**”) maintained by the Locate Service Provider in order to satisfy the requirements of this Section.

The Insurance Policies shall be arranged with financially responsible insurers acceptable to the Company and shall contain such terms and conditions as are acceptable to the Company. The Locate Service Provider shall not cancel, terminate or alter the terms of any of the Insurance Policies without providing at least 30 days prior written notice to the Company.

All insurance policies provided and maintained by the Locate Service Provider and each subcontractor of every tier, shall be deemed to be primary for all purposes, without right of contribution from any other insurance available to the Company. The Locate Service Provider agrees that the insurance described herein does in no way limit the Locate Service Provider’s liability pursuant to the indemnity provisions of this Agreement.

13.3 Locate Service Provider’s Default in Procuring Insurance

Without prejudice to the Company’s right to terminate this Agreement by reason of the Locate Service Provider’s failure to take out and continuously maintain in force the insurance required hereunder or to provide the certificate(s) of insurance required hereby, the Company, in the event of any such default, may but it is not obligated to take out a policy of insurance protecting the Locate Service Provider and the Company against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums paid on such policy of insurance from any monies due or to become due to the Locate Service Provider or, alternatively, may recover from the Locate Service Provider an amount equal to such premiums. For the purpose of determining whether the Locate Service Provider has made default in insuring or providing a certificate of insurance as herein before specified, the Company shall be the sole and exclusive judge, in its unfettered discretion, as to whether any policy of insurance or certificate of insurance satisfies the obligations of the Locate Service Provider in respect thereof under the Agreement.

13.4 Warranty of Locate Service Provider

In addition to any and all guarantees provided for in the Agreement and all other documentation related to the Service, the Locate Service Provider guarantees that the Service will be accurate and complete and free from any and all defects.

SECTION 14 RIGHTS AND REMEDIES

14.1 Rights and Remedies

- (a) The duties and obligations imposed upon the Locate Service Provider by this Agreement and the rights and remedies available to the Company hereunder shall be in addition to and not a limitation upon any duties, obligations, rights and remedies otherwise imposed or available by Law.
- (b) No action or failure by the Company at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Agreement shall constitute a waiver of any right or remedy afforded to it under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach thereunder or preclude the Company from availing itself of such rights, duties or remedies.

SECTION 15 GENERAL

15.1 Notice

Any Notice required or permitted to be given or sent or delivered hereunder to either Party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- (a) delivered personally to an officer or director of such Party; or
- (b) sent by electronic mail.

Notices shall be sent to the Parties as follows or to such other address as the Party entitled to receive such Notice shall, by a Notice given in accordance with this Section, have communicated to the Party giving or sending or delivering such Notice:

To the Company:

Oshawa PUC Networks Inc.
100 Simcoe Street S
Oshawa, Ontario, Canada
L1H 7M7

Attention: Mike Weatherbee
Email: mweatherbee@opuc.on.ca

With a copy to:

Email: kfulling@opuc.on.ca

To the Locate Service Provider:

Promark-Telecon Inc.
9500 Parkway Boulevard
Anjou, QC
H1J 1N9

Attention: Moranne McDonnell
Facsimile Number:
Email: Moranne.mcdonnell@telecon.ca

A Notice shall, if delivered personally or by electronic mail, be deemed to have been received on the date of delivery.

15.2 Law of the Agreement and Service

This Agreement and the Service shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of Ontario.

15.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. Neither of the Parties hereto shall be bound by any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. The Parties hereto further acknowledge and agree that, by entering into this Agreement, they have not in any way relied, and will not in any way rely upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not expressly set forth in the Agreement.

15.4 Modifications and Amendments

Except for changes to the Schedules which is provided for in Section 5.7, any changes to the Agreement made subsequent to the execution hereof shall not be binding on either of the Parties unless made in writing and signed by both of the Parties hereto.

15.5 Succession, Assignment and Privacy

The Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and permitted assigns; however, this Agreement and the Service performed hereunder shall not be assigned nor transferred in whole or in part by the Locate Service Provider without obtaining the prior express written consent of the Company, which consent may be withheld in its sole discretion. Any such permitted assignment shall be in accordance with Section 1.7. Nothing herein express or implied, is intended to confer upon any Person, other than the

Parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

15.6 Time of the Essence

Time shall be of the essence in the performance of Services.

15.7 Force Majeure

No party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control; an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services, or labour unrest with respect to the labour force of the party seeking to excuse itself from its obligations under this Agreement. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance by the Locate Service Provider exceeds fifteen (15) days, the Company may immediately terminate this Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the Company under this Agreement, at law or in equity. Such cause or circumstance affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause or circumstance in an adequate manner and with all reasonable dispatch.

15.8 Further Assurances

Each of the Company and the Locate Service Provider hereby covenant and agree that, at any time and from time to time after the date hereof they will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds and assurances as may be required for the carrying out and performance of all of the terms of the Agreement.

15.9 Set-Off

If at any time the Locate Service Provider is indebted to the Company, whether under this Agreement or otherwise, then the Company shall be entitled to reduce the amount payable by the Company to the Locate Service Provider under this Agreement by an amount equal to the amount of such indebtedness to the Company.

15.10 Currency

The Parties hereto agree and acknowledge that all reference to dollars in this Agreement shall be construed to mean the currency of Canada.

15.11 Publicity

The Locate Service Provider may not use the Company's name, or reference in any way whatsoever to the Service in advertising or promotional material, or publicity release, or any like purpose relating to the Service to be performed by Locate Service Provider, without the prior written approval of the Company (which written approval may be refused or withheld in the sole and absolute discretion of the Company).

15.12 Independent Locate Service Provider

The Locate Service Provider is and at all times shall be an independent contractor and shall, under no circumstances, conduct its affairs or represent itself as a partner of the Company. The Parties agree that no provision to this Agreement shall be construed so as to constitute the Locate Service Provider as being the agent or servant of the Company. The Locate Service Provider shall have no authority to make statements, representations or commitments of any kind, or to take any actions that shall be binding upon the Company, except as specifically provided for herein or authorized in writing by the Company.

15.13 Conflict of Interest

The Locate Service Provider covenants and agrees that it is not aware of the existence of any relationship, family, business, contractual or otherwise, between itself, its principals, shareholders, officers or employees and the Company, its directors, officers, officials or employees; and it will not perform any Service for or enter into any contract with others that may conflict with its contractual, professional, equitable or other obligations to the Company without first obtaining the prior written approval of the Company.

15.14 Locate Service Provider Contributions

The Locate Service Provider shall pay all royalties and license fees on any equipment, materials or Software to be furnished by it as particularized in the Manual (including the Technical Requirements) and shall pay all workers' compensation contributions, employment insurance contributions, Canada Pension Plan (or other statutory plan) contributions, and employees' income tax deductions together with all other taxes and payroll contributions now or hereafter imposed by any lawful authority and indemnify and save harmless the Company from any and all claims, penalties, interest and cost and any of the same which may be made or assessed against the Company in respect thereof.

15.15 Execution in Counterparts and by Electronic Delivery

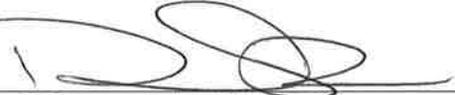
This Agreement may be executed by the Parties in writing or via electronic signatures and in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail (in portable document

format) or other transmission method and any counterpart so delivered is deemed to have been duly and validly delivered and be valid and effective for all purposes.

[The following page is the signature page.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

OSHAWA PUC NETWORKS INC.

By: 

Name: Daniel Arbor

Title: President & CEO

By: 

Name: Mike Weatherbee

Title: Managing Director

We have the authority to bind the Corporation

PROMARK-TELECON INC.

By: 

Name: Cari Shyiak

Title: President & CEO

I have the authority to bind the Corporation

Schedule 1.1 - Definitions

The following words and expressions were used in this Agreement mean and are respectively defined as follows:

“**Affiliate**” shall have the meaning provided in the *Business Corporations Act* (Ontario) R.S.O. 1990, c. B. 16;

“**the Agreement**”, “**this Agreement**”, “**herein**” and “**hereto**” are references to this Agreement between the Company and the Locate Service Provider and the Schedules attached hereto which form a part hereof and are incorporated herein by reference;

“**Agreement Term**” shall have the meaning provided in Section 3.1;

“**Business Day**” means Monday to Friday, 07:00 to 17:00 (7 am to 5 pm EST), with the exception of statutory holidays in the Province of Ontario, such statutory holidays being New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day;

“**Call Centre Service**” means the call centre service provided by Ontario One Call through which notice is received;

“**CCA**” means the representative appointed by the Company and authorized to carry out the duties and exercise the powers imposed and conferred on such representative of the Company under this Agreement including under Section 5;

“**Change in Service**” means any addition, alteration or other amendment or modification to the Service which arises out of instructions given by the CCA to the LSPCA;

“**Commencement Date**” means the date the Locate Service Provider commenced providing Service to the Company;

“**Company**” has the meaning given to it in the preamble to this Agreement;

“**Company’s Facilities**” means Facilities owned or maintained by the Company for use in connection with one or more of the businesses conducted by the Company;

“**Company Indemnitees**” means:

- (if the Company is a municipal corporation): the Company and its directors, officers, council members, employees, agents, representatives, contractors, subcontractors, insurers, advisors and consultants;
- (if the Company is an incorporated entity in Canada): the Company and its Affiliates and their respective successors and assigns, directors, officers, employees, agents, representatives, contractors, subcontractors, insurers, advisors and consultants;

“**Company Plant Record System**” means any electronic information system enabling the viewing or reading of the Plant Records;

“Company Project” means a Project where the Company is the Project Owner;

“Company Project Request” means a Company Project request in the form attached as Schedule 2.7(b), that when signed by the Parties, is deemed to be integral to, and incorporate all of the terms of this Agreement;

“Company Specific Terms and Conditions” means the Company Specific Terms and Conditions attached hereto as Schedule 2.1(ii) , together with any appendices or amendments to this Agreement, each forming part hereof, and as amended from time to time in accordance with the provisions hereof;

“Company Technical Specifications” means the Company’s unique specifications and requirements, if any, included in and forming part of the Manual, as amended from time to time in accordance with the provisions hereof;

“Compensation” means the prices to be paid for the Service as provided in Schedule 8.1 Compensation. For greater certainty, Schedule 8.1 does not apply where the Locate Service Provider is providing Services in the capacity of a Dedicated Locator for a Third Party Project;

“Confidential Information” shall have the meaning provided in Section 10.1(a);

“Contract Administrators” means the CCA and the LSPCA and **“Contractor Administrator”** means either one of them;

“Dedicated Locator” means the Locate Service Provider where:

- (a) a Project Owner, the Company and other affected Members have agreed in writing that the Locate Service Provider will respond to all Locate requests, other than in respect of Transmission Infrastructure, by the Project Owner in respect of a Third Party Project; or
- (b) the Company, in its capacity as a Project Owner, and other affected Members have agreed in writing that the Locate Service Provider will respond to all Locate requests, other than in respect of Transmission Infrastructure, by the Company in respect of a Company Project;

“Designated Broadband Project” has the same meaning as in section 2 of the *Building Broadband Faster Act, 2021 (Ontario)*;

“Employee” means an individual that is employed by the Locate Service Provider, a Subcontractor or an Individual Subcontractor and includes any individual that, under principles of Laws, is or would be in an employment relationship with the Locate Service Provider a Subcontractor or an Individual Subcontractor;

“End Date” has the meaning ascribed thereto in Section 7.7;

“Environmental Laws” means all applicable federal, provincial, municipal and local laws, regulations, permits, licences, approvals and orders issued by any governmental or regulatory

agency relating to the environment, product safety, product liability and storage and transportation of goods;

“**Extension Notice**” shall have the meaning provided in Section 3.2;

“**Extension Term**” shall have the meaning provided in Section 3.1;

“**Facilities**” or “**Plant**” means underground infrastructure owned or maintained by a Member for use in connection with one or more of the businesses conducted by the Member;

“**Governmental Authority**” means any domestic or foreign legislative, executive, judicial or administrative body or Person having or purporting to have jurisdiction in the relevant circumstances and includes any applicable municipality;

“**Hazardous Substances**” means any waste, pollutant, contaminant, material or substance which is or may be dangerous, hazardous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or mutagenic or which could otherwise pose a risk to health, safety, the environment, the value of the properties in which the Company has any interest or which is the subject of any Environmental Law governing its Release, use, storage or identification, including without limitation any substance which contains polychlorinated biphenyls (PCBs), asbestos, lead, urea formaldehyde or radon gas;

“**Health and Safety Laws**” means all applicable federal, provincial, municipal, and local laws, regulations, permits, licenses, approvals and orders issued by any governmental or regulatory agency relating to occupational health and safety, performance of the Service including use of materials and equipment and including, without limitation, the *Occupational Health and Safety Act* (Ontario) R.S.O., 1990, c. O.1 ;

“**Individual Subcontractor**” means an individual that is retained by the Locate Service Provider as a subcontractor hereunder as opposed to as an employee of the Locate Service Provider or a corporation retained by the Locate Service Provider as a subcontractor hereunder where the only employee of such corporation is one individual that performs Service on behalf of the Locate Service Provider;

“**Initial Term**” shall have the meaning provided in Section 3.1;

“**Intellectual Property**” means anything that is or may be protected by any intellectual property right howsoever arising, including but not limited to, works, performances, discoveries, inventions, trade-marks (including trade names and service marks), domain names, patents, copyright, goodwill, industrial designs, trade secrets, data, tools, templates, technology (including software in executable code and source code format), documents or any other information, data or materials and the expression of the foregoing, Confidential Information as applicable, mask work and integrated circuit topographies;

“**Invoice**” shall have the meaning provided in Section 8.3(a);

“**LAC**” or “**Locate Alliance Consortium**” means the group of Facility owners that are the members from time to time of an alliance formed to ensure the provision to each of them of quality Locates performed with the highest level of safety by qualified and expert locate service providers;

“**LAC Member**” means each utility that is from time to time a member of the LAC;

“**Law**” or “**Laws**” means (i) all statutes, treaties, codes, ordinances, orders, decrees, rules, regulations, and by-laws enacted or adopted by a Governmental Authority and (ii) all policies, practices and guidelines of any Governmental Authority or body that, although not actually having the force of law, are considered by such Governmental Authority or body as requiring compliance as if having the force of law, including, but not limited to, any guidelines, policies, codes, standards or manuals established under or issued by any Government Authority or any designated administrative authority which have been incorporated by reference under any legislative statute or regulation, in each case as amended from time to time, that are binding upon either of the Parties and that are applicable to this Agreement or the performance of the Service, or any portion thereof, including without limitation all municipal by-laws;

“**Licensed Rights**” means the rights granted to the Locate Service Provider to use the Locate Tools or Company Intellectual Property, including trade-marks, as particularized in the Company Specific Terms and Conditions;

“**Locate(s)**” or “**Locating**” means the process of determining the presence of any Facilities at a Work Extent/Location and determining and Marking the locations or routes of any such Facilities;

“**Locate Service Provider**” has the meaning given to it in the preamble to this Agreement;

“**Locate Tools**” means any computer hardware, Software, equipment, or other tools provided by the Company to the Locate Service Provider for the purpose of providing the Service, and further as particularized in the Manual or the Company Specific Terms and Conditions;

“**LSPCA**” means the representative appointed by the Locate Service Provider and authorized to receive and carry out such duties and exercise such powers imposed and conferred on such representative of the Locate Service Provider under this Agreement including under Section 5;

“**Manual**” means, collectively, the Common Locate Procedures Manual issued by the Locate Alliance Consortium and any Company Technical Specifications, which form part thereof, as such Manual is amended from time to time in accordance with the provisions hereof, and subject to Section 5.7 hereof, references to the Manual herein refer to the then current Manual issued by the Locate Alliance Consortium;

“**Mark**” or “**Marking**” means the use of labelled stakes, flags, and/or highly visible paint to indicate the centre line of the Facilities in the defined area of the Work Extent/Location in accordance with the Manual and this Agreement;

“**Member**” means a person or entity described in Subsection 5(1) of the Ontario One Call Act;

“**Member Requirements**” means a Member’s provisions, standards, directions and other requirements applicable to the performance of Locates in respect of the Member’s Facilities.

“**Notice**” means any notice, designation, communication, request, demand or other document delivered by either party hereto to the other in accordance with the Agreement;

“**Ontario One Call**” means the corporation continued in accordance with subsection 2(1) of the Ontario One Call Act which provides Call Centre Service to the Company and Members which includes receiving requests for Locates and transmitting them to the Locate Service Provider;

“**Ontario One Call Act**” means the *Ontario Underground Infrastructure Notification System Act, 2012*. S.O. 2012, chapter 4;

“**ORCGA**” means the Ontario Regional Common Ground Alliance or its successor entity;

“**Party**” means either the Company or the Locate Service Provider and “**Parties**” means both of them;

“**Person**” means any corporation, joint stock company, limited liability company, association, partnership, joint venture, organization, individual, business or trust or any other entity or organization of any kind or character, including a court or other Governmental Authority;

“**Personal Information**” shall have the meaning provided in Section 6.1;

“**Plant Records**” means all documents, calculations, graphs, sketches or location information in any medium (including compiled in a database or stored to a storage medium), provided by the Company to the Locator Service Provider for the purpose of providing the Service, and further as particularized in the Manual or the Company Specific Terms and Conditions;

“**Privacy Law**” means all Laws related to privacy and the protection of Personal Information including the *Personal Information Protection and Electronic Documents Act, 2000* (Canada), and, as applicable, the *Freedom of Information and Protection of Privacy Act (Ontario)* and the *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*;

“**Project**” means a project which requires one or more Locates;

“**Project Owner**” means, in relation to an excavation or dig Project or proposed excavation or dig Project referred to in subsection 7 (1) of the Ontario One Call Act, an excavator who,

- (a) has or will have charge, management or control of the Project, or
- (b) in the case of a Designated Broadband Project, is the Proponent of the Project;

“**Proponent**” has the same meaning as in section 2 of the *Building Broadband Faster Act, 2021 (Ontario)*;

“**Records**” shall have the meaning provided in Section 12.2;

“**Release**” means any release, spill, leak, emission, discharge, leach, dumping, emission, escape or other disposal;

“**Request for Proposals**” means the request for proposal package circulated by the LAC for the purpose of obtaining a locate service provider to provide the Service;

“**Response**” means the Locate Service Provider’s Response to the Request for Proposals;

“**Service**” or “**Services**” means all: (a) Locate services to be performed under and pursuant to this Agreement as described in the provisions of this Agreement, including the Manual, (b) all other services to be performed under and pursuant to this Agreement, as more particularly described in any appendices or amendments to this Agreement executed by the Parties, and (c) all services which are necessary or incidental to the performance of the foregoing services;

“**Software**” means the software that forms part of the Locate Tools, as particularized in the Manual;

“**Statutory Audit**” shall have the meaning provided in Section 12.5;

“**Subcontractor**” means a Person to which the Locate Service Provider has subcontracted a portion of the Service with the express prior written consent of the Company as provided herein;

“**Taxes**” includes all taxes, duties, levies, assessments, reassessments and fees and charges (whether such fees or charges are exacted by or assessed by any Governmental Authority including Crown corporations), however denominated, including, without limitation, income, withholding, payroll, employee withholding, employment insurance, Canada Pension Plan, social security, workers’ compensation, sales and use, goods and services, value added, excise, customs, franchise, gross receipts, business licence, occupation, real and personal property, stamp, environmental, transfer, capital and franchise taxes) imposed by any jurisdiction to which a Party is subject and which a Party may be obligated to pay, and shall include any interest, penalties and fines;

“**Technical Requirements**” means any hardware, software, or network connectivity requirements, training requirements, service levels or other technical requirements related to the performance of the Service by the Locate Service Provider particularized in the Manual;

“**Termination Assistance Service**” shall have the meaning provided in Section 7.7;

“**Third Party Project**” means a Project where a third party is the Project Owner;

“**Third Party Project Acknowledgement**” means the agreement of a Project Owner and the Company on the use of the Locate Service Provider as a Dedicated Locator in accordance with paragraph 7(7)(a) of the One Call Act and can be in the form of either (a) an executed Third Party Project acknowledgement in the form attached as Schedule 2.7(c); or (b) such form(s) as are used by One Call to evidence the agreement of the Project Owner and the Company on the use of the Locate Service Provider as a Dedicated Locator;

“**Third Party Recipients**” has the meaning ascribed thereto in Section 10.1(b);

“**Transition Period**” has the meaning ascribed thereto in Section 7.7;

“**Transmission Infrastructure**” means underground infrastructure constructed or operated for the purpose of transmitting energy, including underground infrastructure owned or operated by, (a) a transmitter as defined in the *Ontario Energy Board Act, 1998*, or (b) a gas transmitter as defined in the *Ontario Energy Board Act, 1998*;

“Work Extent/Location” means the area where any excavator or contractor intends to dig, bore, trench, grade excavate, or break ground by any means whatsoever in the vicinity of a Facility;

“Work Product” means any documentation, data, data files, or other work product created or compiled as a result of the provision of the Service, and any embodiments of such data, including but not limited to sketches and the data included therein; and

“WSIA” means the *Workplace Safety and Insurance Act* (Ontario) S.O. 1997, c. 16.

Schedule 2.1(a) – Geographic Area

The Company may upon written notice to the Locate Service Provider effective either immediately or upon such date as specified in the notice, amend the geographic area in which the Locate Service Provider shall perform the Service. Any such notice shall be deemed to amend this Schedule 2.1(a) – Geographic Area.

The boundaries of the City of Oshawa

Schedule 2.1(ii) – Company Specific Terms and Conditions

1. Depth of buried service wires shall NOT be indicated verbally or in writing to persons requesting locate dimensions.
2. Promark shall NOT provide locates for commercial customer owned secondary conductors from single and or three phase padmounted transformers.
3. If the excavation is within one(1) metre of buried primary, high voltage conductors, the excavator shall be instructed in writing to contact Oshawa PUC Networks Inc Operations Department (905) 723-4626 ext 5235 before excavation commences.
- ~~4. Promark locator shall indicate all buried services wires, primary, secondary and streetlight wires, within five metres of the locate area.~~
5. Promark shall NOT provide locates of hydro cables and or signal cables to Region of Durham traffic signals.
6. Locators shall have the following training: Damage Prevention Technician, Temporary Condition Book 7, WHMIS.
7. Locators shall have a Valid Drivers License.
8. Locators shall wear appropriate PPE and carry and display Photo ID

Schedule 2.1(iii) – Performance Matrix

1. Employee Competency and Training Requirements

The Locate Service Provider will comply with the competency, certification and training requirements set out in the Manual.

2. Performance Matrix

A Performance Matrix established by the LAC (as amended from time to time) will be completed by the Locate Service Provider on a monthly basis. The LAC template Performance Matrix will be used, or such other template as the Company may direct from time to time. The Performance Matrix may be further developed in conjunction with the Locate Service Provider through the Locate Alliance Consortium governance process.

The Locate Service Provider will submit all data required to complete the Performance Matrix to the Company’s designated representative by no later than the 5th Business Day of each month for the previous months results.

Schedule 2.7(b) – Company Project Request Form

[As provided by the Company]

Schedule 2.7(c) – Third Party Project Acknowledgement Form

[As provided by the Company]

Schedule 8.1 – Compensation

Effective Dates - Start - End: February 1, 2023 to January 31, 2026

Geographic Area

Contract: Locate Services Agreement

Dated:

Schedule: 8.1

Addendum:

Locate Service Provider: Promark Telecon Inc.

Signature: _____

1) Standard and Priority Requests *

Per Chargeable Segment

Year One Year Two Year Three

1 Utility

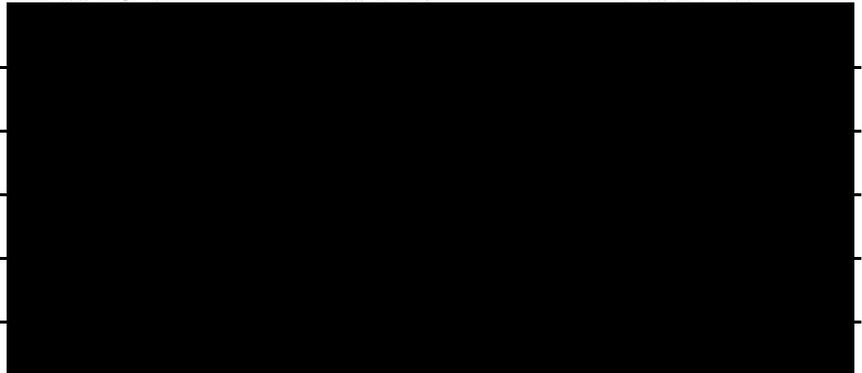
2 Utilities

3 Utilities

4 Utilities

5 Utilities

For Field Confirmation billing, refer to LAC Common Locate Procedures Manual

A large black rectangular redaction box covers the data for the Standard and Priority Requests table, obscuring the rates for all utility segments across all three years.

2) Emergency Locates - Business Day *

Price to provide emergency locate during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

Per Chargeable Segment

Year One Year Two Year Three

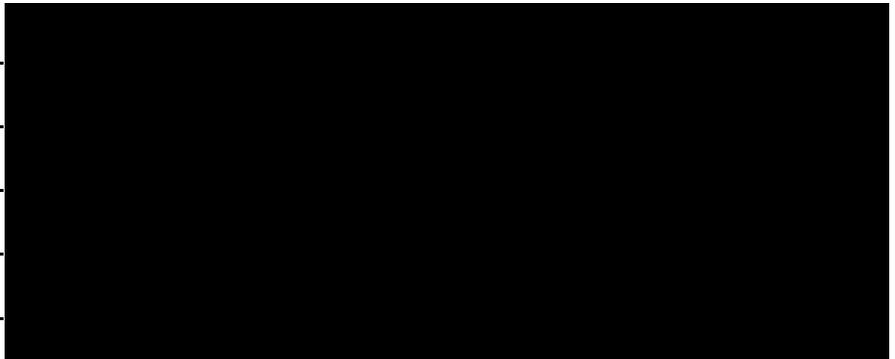
1 Utility

2 Utilities

3 Utilities

4 Utilities

5 Utilities

A large black rectangular redaction box covers the data for the Emergency Locates - Business Day table, obscuring the rates for all utility segments across all three years.

3) Emergencies -- Outside of Business Day **/**

Price to provide emergency locate after regular business hours. After Hours are from 017:00 to 7:00. (5pm to 7am)

Per Chargeable Segment

Year One Year Two Year Three

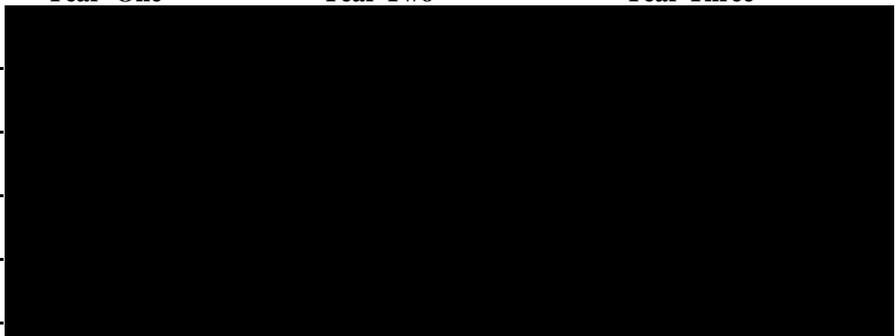
1 Utility

2 Utilities

3 Utilities

4 Utilities

5 Utilities

A large black rectangular redaction box covers the data for the Emergencies -- Outside of Business Day table, obscuring the rates for all utility segments across all three years.

4) Dedicated Locator ***

Per Chargeable Hours

Year One

Year Two

Year Three

Hourly Rate

TBD

TBD

TBD

5) Office Locate Lookups (Clears)



6) Records Correction

Provide written description,

Year One

Year Two

Year Three

sketch and tie-in measurements.



Price to provide locator during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

7) Plant Damage Investigations

Year One

Year Two

Year Three

Per Damage Investigation



Price to provide locator after regular business hours. After Hours are from 07:00 to 17:00. (5pm to 7am)

7a) Plant Damage Investigations

Year One

Year Two

Year Three

Per Damage Investigation



8) Administration Fee



9) Hourly Rate

Price to provide locator during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

Per person/per vehicle

Year One

Year Two

Year Three

\$



Price to provide locator after regular business hours. After Hours are from 07:00 to 17:00. (5pm to 7am)

Per person/per vehicle

Year One

Year Two

Year Three

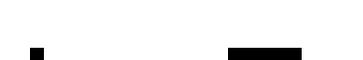


10) Private Locate Hourly Rate

Year One

Year Two

Year Three



No
on
dep
gec

Promark Notes:

The revised pricing submitted herein does not consider the Administrative Penalties Regime for Ontario One Call being contemplated and Business Service Delivery (MPSBD). The pricing submitted is based on the previous terms and conditions of the contract in force (2017-2022) and the applicable laws and regulations as of the date of this submission. This pricing is valid until the later of January 31, 2023, or the date the Administrative Penalties Regime for Ontario One Call is adopted and come into force. Currently, there is no applicable administrative penalty regime. The government is projecting the adoption of regulations including the administrative penalties regime for April 2023. Once this regulatory penalty regime are finalized and confirmed to come into force, Promark will provide revised pricing to consider the new penalty regime and how it directly impact Promark's risk under the contract.

*** References to Utility and Utilities include LAC and non-LAC member utilities.** Pricing under this Agreement and invoices delivered shall be based on the total number of utilities who obtain Locates for any Work Extent/Location, regardless of whether the utility is a LAC member. All applicable discounts will be applied for all such utilities.

****FOR DEDICATED LOCATOR SERVICE,** references to Utility and Utilities in the pricing include ONLY LAC member utilities for compensation and discounts. The Locate Service Provider will provide an invoice to the requesting LAC member for all Dedicated Locator member (only) infrastructure.

*****Emergencies – Outside of Business Day** will be paid based on the time the Locate Service Provider receives the notification from the customer when the locate is completed. If the Locate Service Provider receives an emergency notification at 16:50, then it shall be considered "Outside of Business Day", whereas if the Locate Service Provider receives an emergency notification at 06:50, then it shall be considered "Emergency Business Day".

Notes:

Locate Volumes outlined are estimates and may not be indicative of future volumes.

Refer to the LAC Common Locate Procedures Manual for definitions and additional information.

The Locate Service Provider warrants that the prices quoted above shall be at least as low as those charged to the most favourable customer. The Locate Service Provider shall ensure that the prices charged to the most favourable customer are not less than the prices charged to the customer under this Section in writing at each anniversary of the effective date of this Agreement

Schedule 8.3(c) – Billing Accuracy

1. The Company may review or conduct audits of the Locate Service Provider’s Invoices and billing accuracy from time to time. The Locate Service Provider will provide the Company with all information and assistance it requests in respect of the conduct of such review or audits.
2. Reviews and audits may include an assessment of the accuracy of billing in the Locate ‘multi-ticket categories’; i.e. billing accuracy for billing where two Utility Locates are performed, and for billing where three Utility Locates are performed, and so on (each a “**Multi-Ticket Category**”).
3. If a percentage of Locates in an audit sample for a Multi-Ticket Category from a given month are found to have errors resulting in the Company being billed in excess, the billing error percentage found will be applied across the entire Multi-Ticket Category in that Invoice for the audited month. For example, if the audit sample of Locates where there are two Utilities (the “**Two Utilities Multi-Ticket Category**”) for the audited month determines that the Company has been overbilled by 5% for those audited Locates, then all Locates in the Two Utilities Multi-Ticket Category in that monthly Invoice will be reduced by 5%. The resulting credit will be applied to the next monthly Invoice issued by the Locate Service Provider, or as the Company may otherwise direct.

Attachment J3.10_6 OPUCN Promark-Telecon Extension Letter Feb 2024 (extend to 2025)



100 Simcoe Street South, Oshawa, Ontario L1H 7M7 | Tel. (905) 723-4623 | Fax (905) 743-5222 | contactus@oshawapower.ca

February 07, 2024

Promark-Telecon Inc.
7777 Weston Rd, 6th Flr
Vaughan, ON L4L 0G9

Attn: Josie Trapani, Director of Operations

Re: Extension of the Term of Locate Services Contract (GE01) between Oshawa PUC Networks Inc. ("Oshawa Power") and Promark-Telecon Inc. ("Locate Service Provider") dated February 1, 2023 the ("Contract")

As you are aware, the Contract provides for an expiry date of January 31, 2024. Oshawa Power and Locate Service Provider also wish to extend and amend the Contract as follows.

Through this letter agreement, Oshawa Power and Locate Service Provider agree to extend the term of the Contract to end on January 31, 2025.

In Schedule 8.1 - Compensation, the pricing listed under the category "Year Two" shall be used for the time period between February 1, 2024 and January 31, 2025.

All other terms of the Contract and the Schedule shall remain in full force and unamended.

If the terms of this letter agreement are acceptable, please sign where indicated below and return the signed copy to us.

Yours truly,
Oshawa PUC Networks Inc.

Per: 
Name: Mike Weatherbee
Title: Managing Director

Per: 
Name: Susanna Beckstead
Title: CFO & CAO

Confirmed and agreed to on the 7th day of February, 2024.

Promark-Telecon Inc.

Per: 
Name: Robert Pothier
Title: President and CEO

Attachment J3.10_7 OPUCN Promark-Telecon Extension Feb 2025 (extend to 2026)

From: [Mike Weatherbee](#)
To: [Lori Fillion](#)
Subject: FW: CONFIDENTIAL - Promark GE01 - 2025 pricing for contract extension
Date: November 3, 2025 3:21:09 PM
Attachments: [image001.png](#)
[image002.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image008.png](#)
[image011.png](#)
[image014.png](#)
[image007.png](#)
[image010.png](#)

From: McDonnell, Moranne <Moranne.McDonnell@Telecon.ca>
Sent: January 29, 2025 3:31 PM
To: Mike Weatherbee <mweatherbee@oshawapower.ca>; Trapani, Josie <jtrapani@promark-telecon.ca>
Cc: Lori Fillion <lfillion@oshawapower.ca>; Kent Fulling <kfulling@oshawapower.ca>
Subject: RE: CONFIDENTIAL - Promark GE01 - 2025 pricing for contract extension

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thanks Mike, confirming receipt for Promark.

Moe

Moranne McDonnell, BES, CET, PMP

Vice President, Locate

7777 Weston Road, Vaughan ON L4L 0G9

514-644-2333 ext. 2046



I sometimes send emails outside of standard working hours to suit my personal preferences, but I don't expect you to read or respond during this time.

From: Mike Weatherbee <mweatherbee@oshawapower.ca>
Sent: Wednesday, January 29, 2025 2:59 PM

To: Trapani, Josie <jtrapani@promark-telecon.ca>
Cc: McDonnell, Moranne <Moranne.McDonnell@Telecon.ca>; Lori Filion <lfilion@oshawapower.ca>;
Kent Fulling <kfulling@oshawapower.ca>
Subject: RE: CONFIDENTIAL - Promark GE01 - 2025 pricing for contract extension

Good Afternoon Josie:

Please accept this email as confirmation that Oshawa Power accepts the 2025 pricing schedule enclosed.

Let me know if you have any questions or would like to discuss.

Thanks,



Mike Weatherbee
Managing Director



Email: mweatherbee@oshawapower.ca
Phone: (905) 723-4626 x3259
Mobile: (905) 242-3259

100 Simcoe St. S, Oshawa ON
L1H 7M7
www.oshawapower.ca

From: Trapani, Josie <jtrapani@promark-telecon.ca>
Sent: January 28, 2025 12:39 PM
To: Mike Weatherbee <mweatherbee@oshawapower.ca>
Subject: FW: CONFIDENTIAL - Promark GE01 - 2025 pricing for contract extension

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Mike

Hope all is well with you.

I am following up regarding the extension for 2025.

If you require any additional information, please let me know.

Thanks
Josie

Josie Trapani

Director of Operations - Locates GTA

7777 Weston Rd, 6th Floor, Vaughan, ON L4L 0GP

T: 905-474-1114

M: 416-884-0668



I sometimes send emails outside of standard working hours to suit my personal preferences, but I don't expect you to read or respond during this time.

From: Trapani, Josie

Sent: Thursday, January 16, 2025 2:03 PM

To: Tim Dykas <Tim.Dykas@enbridge.com>; Stacey Trotter <strotter@elixiconenergy.com>; 'Mike Weatherbee' <mweatherbee@opuc.on.ca>; 'Ranil Fernando' <ranil.fernando@ajax.ca>; 'Ryen Carleton' <carletonr@whitby.ca>

Cc: CHAPIN Tyler <Tyler.CHAPIN@HydroOne.com>; WARD-PAIGE Sara <Sara.Ward-paige@hydroone.com>; McDonnell, Moranne <Moranne.McDonnell@Telecon.ca>

Subject: RE: CONFIDENTIAL - Promark GE01 - 2025 pricing for contract extension

Dear LAC Members,

As you are aware the current contract expires January 31st, 2025.

To ensure sufficient time for execution of extension kindly send us your Amendment or Extension letter by January 27th. If you are making any changes to your Company's Terms or Conditions (Schedule 2.1 ii) please endeavor to send the changes to us as soon as possible as additional review time is required.

We look forward to continuing working with you as your Locate Service Provider for another successful year.

If you have any questions, please contact us.

Thanks

Josie

Josie Trapani
Director of Operations – Locate GTA



T 905-474-1114 · C 416-884-0668
7777 Weston Rd, 6th Flr, Vaughan, ON L4L 0G9

From: Tim Dykas <Tim.Dykas@enbridge.com>
Sent: Thursday, January 9, 2025 3:12 PM
To: Stacey Trotter <strotter@elexiconenergy.com>; 'Mike Weatherbee' <mweatherbee@opuc.on.ca>; 'Ranil Fernando' <ranil.fernando@ajax.ca>; 'Ryen Carleton' <carletonr@whitby.ca>
Cc: CHAPIN Tyler <Tyler.CHAPIN@HydroOne.com>; WARD-PAIGE Sara <Sara.Ward-paige@hydroone.com>; McDonnell, Moranne <Moranne.McDonnell@Telecon.ca>; Trapani, Josie <jtrapani@promark-telecon.ca>
Subject: CONFIDENTIAL - Promark GE01 - 2025 pricing for contract extension

Hi LAC Members,

Please find attached the updated 2025 pricing schedules for GE01 in PDF to use for the contract extension.

Thanks

Tim Dykas

Technical Manager, Damage Prevention
Distribution Protection Department

ENBRIDGE GAS
TEL: 416-753-4667
500 Consumers Rd, North York, Ontario M2J 1P8

enbridgegas.com

Safety. Integrity. Respect. Inclusion. High Performance.

From: Tim Dykas
Sent: Tuesday, January 31, 2023 6:04 PM
To: Mike Weatherbee <mweatherbee@opuc.on.ca>; Ranil Fernando <ranil.fernando@ajax.ca>;

Rebecca McHolm <rmcholm@elexiconenergy.com>; Ryen Carleton <carletonr@whitby.ca>; Miskus, Jasmine <jasmine.miskus@bell.ca>

Cc: Tyler.CHAPIN@HydroOne.com; Sherri Burm <Sherri.Burm@enbridge.com>; Shallyn Rudakas <shallyn.rudakas@enbridge.com>; Sara Ward-Paige <sara.ward-paige@hydroone.com>; Chris Van Daele <Chris.VanDaele@enbridge.com>; moranne.mcdonnell@telecon.ca; jtrapani@promark-telecon.ca

Subject: CONFIDENTIAL - Promark GE01 contract extension pricing recommendation

Good Afternoon,

We are recommending LAC Members accept this pricing proposal for the contract extensions.

I have attached the pricing schedule and Agreement template. Moranne and Josie are cc'd on this email so you can begin the execution of your contract.

Thanks

Tim Dykas

Supervisor, Damage Prevention
Distribution Protection Department

—

ENBRIDGE GAS INC.

TEL: 416-753-4667

500 Consumers Road North York, Ontario M2J 1P8

enbridgegas.com

Safety. Integrity. Respect. Inclusion.

From: Tim Dykas

Sent: Friday, January 27, 2023 4:59 PM

To: Mike Weatherbee <mweatherbee@opuc.on.ca>; Ranil Fernando <ranil.fernando@ajax.ca>; Rebecca McHolm <rmcholm@elexiconenergy.com>; Ryen Carleton <carletonr@whitby.ca>; Miskus, Jasmine <jasmine.miskus@bell.ca>

Cc: Tyler.CHAPIN@HydroOne.com; Sherri Burm <Sherri.Burm@enbridge.com>; Shallyn Rudakas <shallyn.rudakas@enbridge.com>; Sara Ward-Paige <sara.ward-paige@hydroone.com>; Chris Van Daele <Chris.VanDaele@enbridge.com>

Subject: CONFIDENTIAL - Promark GE01 contract extension pricing - LAC Schedule 8.1_Jan 25 2023_v2 (3rd Proposal)

Here is the 3rd proposal from Promark.

Thanks

Tim

From: Tim Dykas

Sent: Tuesday, January 24, 2023 4:36 PM

To: Mike Weatherbee <mweatherbee@opuc.on.ca>; Ranil Fernando <ranil.fernando@ajax.ca>;

Rebecca McHolm <rmcholm@elexiconenergy.com>; Ryen Carleton <carletonr@whitby.ca>; Miskus, Jasmine <jasmine.miskus@bell.ca>

Cc: Tyler.CHAPIN@HydroOne.com; Sherri Burm <Sherri.Burm@enbridge.com>; Shallyn Rudakas <shallyn.rudakas@enbridge.com>; Sara Ward-Paige <sara.ward-paige@hydroone.com>; Chris Van Daele <Chris.VanDaele@enbridge.com>

Subject: CONFIDENTIAL - Promark GE01 contract extension pricing - LAC Schedule 8.1_Jan 23 2023_V1.xlsx

Hi Everyone,

Please see attached pricing from Promark.

Thanks

Tim

From: Trapani, Josie <jtrapani@promark-telecon.ca>

Sent: Monday, January 23, 2023 9:26 AM

To: Tim Dykas <Tim.Dykas@enbridge.com>; CHAPIN Tyler <Tyler.CHAPIN@HydroOne.com>; McDonnell, Moranne <Moranne.McDonnell@Telecon.ca>

Subject: [External] LAC Schedule 8.1_Jan 23 2023_V1.xlsx

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Hello Tim and Tyler,

Telecon's Senior Executive Team has approved the attached revised pricing from Promark.

Please note that the revised pricing attached does not consider the Administrative Penalties Regime for Ontario One Call being contemplated by the Ministry of Public and Business Service Delivery (MPSBD). The pricing submitted is based on the previous terms and conditions of the contract in force between Promark and LAC (2017-2022) and the applicable laws and regulations as of the date of this submission. This pricing is valid until the later of January 31, 2024 or until the Administrative Penalties Regime for Ontario One Call is adopted and come into force. Currently, there is no applicable administrative penalty regime although the government is projecting the adoption of regulations including the administrative penalties regime for April 2023. Once this regulation and its proposed penalty regime are finalized and confirmed to come into force, Promark will provide revised pricing to consider the new penalty regime as this new regime will directly impact Promark's risk under the contract.

We also provide the following additional details regarding this revised pricing:

1. We have altered our pricing to follow the same multi-utility discount structure as the existing agreement, per your instruction.
2. Section 1: Standard and Priority 1 utility ticket pricing has been reduced across all regions.
- 3.

- Section 2: No cost increases for daytime emergencies in Ottawa and GTA East or West.
4. Section 3: Emergencies outside of business hours include standby pay, callout minimums or time spent, whichever is greater per the CBA
 5. Section 4: Dedicated Locator pricing has been removed. Promark offers best price on a project basis, which is dependent on volumes, scope, geography and other factors.
 6. Section 7: Damage Investigations during business hours has been significantly reduced. Damage Investigations after hours are subject to CBA premiums, although we have provided a minor cost reduction from our original submission.
 7. Section 9: Hourly rate reduced.

The redlined agreement sent January 13, 2023 is under review by Telecon legal counsel. It is Promark's full intention to reach agreement on the pricing by the January 27th, 2023 while the agreement details are being sorted out.

We would be happy to meet with yourselves and the rest of the LAC members as soon as possible to discuss the revised pricing.

Regards,
Josie

Josie Trapani
Director of Operations – Locate GTA



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Attachment J3.10_8 Promark - GE01 - Commercial Pricing Schedule - Revised Pricing February
1 2025

Effective Dates - Start - End: February 1, 2023 to January 31, 2026

Geographic Area

GE01

Contract: Locate Services Agreement
 Schedule: 8.1
 Locate Service Provider: Promark Telecon Inc.

Dated:
 Addendum:

Revised December 3, 2024

Signature: _____

1) Standard and Priority Requests *

Per Chargeable Segment	Year One	Year Two	Year Three- 2025 Proposed Pricing
1 Utility	\$		
2 Utilities	\$		
3 Utilities	\$		
4 Utilities	\$		
5 Utilities	\$		

For Field Confirmation billing, refer to LAC Common Locate Procedures Manual

2) Emergency Locates - Business Day *

Price to provide emergency locate during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

Per Chargeable Segment	Year One	Year Two	Year Three
1 Utility			
2 Utilities			
3 Utilities			
4 Utilities			
5 Utilities			

3) Emergencies -- Outside of Business Day **

Price to provide emergency locate after regular business hours. After Hours are from 017:00 to 7:00. (5pm to 7am)

Per Chargeable Segment	Year One	Year Two	Year Three
1 Utility			
2 Utilities			
3 Utilities			
4 Utilities			
5 Utilities			

4) Dedicated Locator ***

Per Chargeable Hours	Year One	Year Two	Year Three
Hourly Rate	TBD	TBD	TBD

Note: DL contracts to be priced on a project basis; best price depends on volumes, scope, geography, and other factors.

5) Office Locate Lookups (Clears)	Year One	Year Two	Year Three

6) Records Correction

Provide written description, sketch and tie-in measurements.

	Year One	Year Two	Year Three

Price to provide locator during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)

7) Plant Damage Investigations

Per Damage Investigation	Year One	Year Two	Year Three

Price to provide locator after regular business hours. After Hours are from 07:00 to 17:00. (5pm to 7am)

7a) Plant Damage Investigations

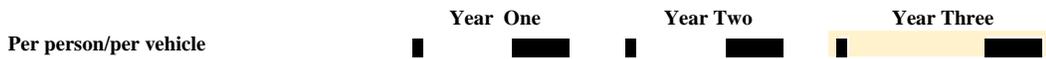
Per Damage Investigation	Year One	Year Two	Year Three
\$			

8) Administration Fee

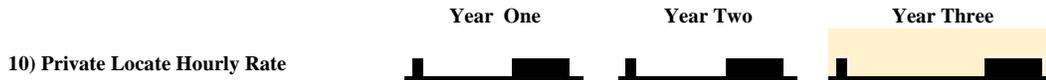
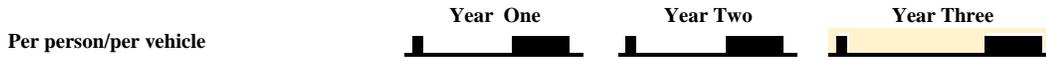
	Year One	Year Two	Year Three
\$			

9) Hourly Rate

Price to provide locator during regular business hours. Business Hours are from 07:00 to 17:00. (7am to 5pm)



Price to provide locator after regular business hours. After Hours are from 07:00 to 17:00. (5pm to 7am)



Promark Notes:

The revised pricing submitted herein does not consider the Administrative Penalties Regime for Ontario One Call being contemplated by the Ministry of Public and Business Service Delivery (MPSBD). The pricing submitted is based on the previous terms and conditions of the contract in force between Promark and LAC (2017-2022) and the applicable laws and regulations as of the date of this submission. This pricing is valid until the later of January 31, 2024 or until the Administrative Penalties Regime for Ontario One Call is adopted and come into force. Currently, there is no applicable administrative penalty regime although the government is projecting the adoption of regulations including the administrative penalties regime for April 2023. Once this regulation and its proposed penalty regime are finalized and confirmed to come into force, Promark will provide revised pricing to consider the new penalty regime as this new regime will directly impact Promark’s risk under the contract.

*** References to Utility and Utilities include LAC and non-LAC member utilities.** Pricing under this Agreement and invoices delivered hereunder will be based on the total number of utilities who obtain Locates for any Work Extent/Location, regardless of whether the utility is a LAC member or non-member, and discounts will be applied for all such utilities.

****FOR DEDICATED LOCATOR SERVICE,** references to Utility and Utilities in the pricing include ONLY LAC member utilities for determining compensation and discounts. The Locate Service Provider will provide an invoice to the requesting LAC member for all Dedicated Locator locates for LAC member (only) infrastructure.

*****Emergencies – Outside of Business Day** will be paid based on the time the Locate Service Provider receives the notification from the Call Centre Service, not when the locate is completed. If the Locate Service Provider receives an emergency notification at 16:50, then it shall be considered “Emergency Locates – Business Day”, whereas if the Locate Service Provider receives an emergency notification at 06:50, then it shall be considered “Emergencies – Outside of Business Day”.

Notes:

Locate Volumes outlined are estimates and may not be indicative of future volumes.

Refer to the LAC Common Locate Procedures Manual for definitions and additional information.

The Locate Service Provider warrants that the prices quoted above shall be at least as low as those charged to the most favoured customer of the Locate Service Provider for similar services of comparable quality and quantity and an officer of the Locate Service Provider shall confirm compliance with this Section in writing at each anniversary of the effective date of this Agreement