

Community Services Committee – February 14, 2022

Response to correspondence from Durham College requesting the termination of the licence agreement between the Oshawa PUC Networks Inc. and Oshawa Downtown BIA concerning pole wraps (Ward 4)

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That the Community Services Committee recommend to City Council:

Whereas a licence agreement between the Oshawa PUC Networks Inc. (OPUC) and Oshawa Downtown BIA, appended as Attachment 1, was signed and dated September 16, 2019, (the “Agreement”); and,

Whereas the licence agreement was a pilot agreement in 2019; and,

Whereas the agreement was for the two parties to establish the use of OPUC poles for pole wrapping; and,

Whereas the pole wrappings were to be part of a branding campaign for Durham College; and,

Whereas the Oshawa Downtown BIA is dissolved and the City has assumed the responsibilities of the Oshawa Downtown BIA; and,

Whereas the President of Durham College has provided correspondence advising that they no longer support the pole wrap branding campaign; and,

Whereas the CEO of Oshawa PUC Networks Inc. has been advised and agrees that the agreement will be terminated; and,

Therefore, pursuant to CS-22-13, be it resolved that the agreement dated September 16, 2019 between the Oshawa PUC Networks Inc. and the Oshawa Downtown BIA be terminated.

**AGREEMENT**

**For**

**Use of Hydro Poles for Pole Wrapping**

**By**

**Oshawa PUC Networks Inc.**

**And**

**Oshawa Downtown BIA**

**(VALID FOR PILOT PROJECT ONLY)**

**DATE OF ISSUE: August (30) 2019**

**LICENSED ATTACHMENT CHARGE AGREEMENT**

THIS AGREEMENT made the 16<sup>th</sup> day of September, 2019 (the "Effective Date").

**BETWEEN:**

**Oshawa PUC Networks Inc.**

(hereinafter the "Owner")

**OF THE FIRST PART**

**AND:**

**[Oshawa Downtown BIA]**

(hereinafter "BIA")

**OF THE SECOND PART**

ARTICLE V –

Whereas the Owner and BIA desire to establish Wrapped Poles of the Owner's hydro poles;

Now therefore, in consideration of the terms and conditions herein contained, the Parties hereto covenant, promise and agree as follows:

## ARTICLE 1 – DEFINITIONS

The terms defined in this Article for the purposes of this Agreement shall have the following meanings unless the context expressly or by necessary implication otherwise requires.

- 1.1 “Affiliate” means an affiliated body corporate as defined in the Business Corporations Act (Ontario), R.S.O. 1990, c. B.16 and the regulations thereunder, as amended from time to time;
- 1.2 “Affix”, “Affixed” and “Affixing” means to fasten the material, apparatus, equipment or facilities of the Owner or BIA to poles or other equipment of the other Party.
- 1.3 “Anchorage” means and includes all the physical components and their association, one with the other, used for anchoring the pole.
- 1.4 “Approval” or “Approved” means the permission granted by the Owner to the Attacher for the Attacher to Affix its Attachments, as specified in the Permit, to poles or other equipment of the Owner.
- 1.5 “Attacher” means the Party who will be approved for affixing pole wrap to a Hydro Pole belonging to the Owner.
- 1.6 “Attachment” means an Oshawa Power approved Anti-Stick Wrap.
- 1.7 “Authorized Worker” means a worker who has been given formal permission by the Owner and Employer and is competent to perform work in proximity to exposed energized apparatus.
- 1.8 “BIA” means the Oshawa Downtown Business Improvement Area.
- 1.9 "Change in Character of Circuits" means any change made in the circuit or circuits on Hydro Poles, which, in general, will increase substantially either communication circuit susceptibility or power line influence.
- 1.10 “Charged” means Isolated but not De-energized, containing stored energy. Electrical equipment not physically connected to a source of energy may still be charged through induction or capacitance.
- 1.11 "Clearance" means the clear height of either power or communication systems, including conductors and other related equipment, above grade.
- 1.12 "Common Pole Crossing" means the crossing of supply conductors over communication conductors, which is affected by attaching the supply conductors and the communication conductors to the same pole.
- 1.13 “Competent Person” means a person who

- a) is qualified because of knowledge, training and experience to perform specific work, or organize work and its performance;
- b) is familiar with the provisions of the Occupational Health And Safety Act and the Regulations that apply to the work; and
- c) has knowledge of any potential or actual danger to health or safety in the Workplace.
- d) has been approved by the Owner and has been subjected to safety orientation at the Owner's discretion.

1.14 "Conditions of Service" communicates operating practices, connection policies, and types and levels of service available to customers in the Owner's territory.

1.15 "Confidential Information" means the terms of this Agreement and non-public information in whatever form which is proprietary or confidential to Owner or BIA or their clients or third parties to whom either Owner or BIA owe a duty of confidentiality, whether such information is or has been conveyed to the Owner or BIA orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of discussions or other investigations by the Owner or BIA, including, without limitation (in respect of either Owner or BIA):

- a) information concerning the management and business of either Party; files maintained by either Party; information concerning the business relationships and affairs of either Party and either Party's clients; information concerning the internal policies and procedures followed by either Party's personnel; information concerning the formulation of investment strategies and policies by either Party;
- b) displays, designs, procedures, formulas, discoveries, inventions, trade secrets, codes, improvements, concepts and ideas, past, present and future research development, business activities, products or services; software, software documentation, methodologies, reports and tools; and
- c) information identified by either Party as confidential upon its disclosure to the other.

In no event shall the absence of a mark or legend indicating confidentiality relieve either Party of the obligation to treat as confidential, information which would be considered by a person exercising reasonable business judgement.

1.16 "Construction Verification Program" means the standards and requirements for conducting inspections and the qualifications of persons conducting inspections as set out in Ontario Regulation 22/04 and this Agreement.

1.17 "Customer" shall mean a residential or commercial customer of either Party.

1.18 "De-Energized" means where electrical energy has been discharged through a mechanically secure connection to an effective ground potential.

- 1.19 “Dispute Resolution” means the dispute escalation and referral mechanism, described in Article 9.
- 1.20 “Dynamically Alive” means connected (that is, not isolated) to a source of energy such that as an electrical generator, storage battery, or other source of electrical energy.
- 1.21 “Effective Date” means the date upon which this Agreement begins in force.
- 1.22 “Emergency Situation” means a situation that poses an imminent danger or threat to public safety or public welfare.
- 1.23 “Employer” means a person who employs or contracts the services of one or more workers.
- 1.24 “End of Term Date” means the date upon which this Agreement terminates and includes any new “End of Term Date” created as per the terms of this Agreement.
- 1.25 “Energized” means capable of delivering energy by reason of being Dynamically Alive or Charged.
- 1.26 “ESA” means the Electrical Safety Authority of Ontario (ESA).
- 1.27 “Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America.
- 1.28 "Governing Body in Ontario" means the persons in Ontario legally responsible for the administration of the subject matter in question and shall include municipalities or equivalent authorities having jurisdiction over highways or other public places, acting under legislative authority to carry out duties in maintaining and improving public highways or other public places.
- 1.29 “Guy Pole” means a separate pole, used to carry the strain of dead-ending or line deflection to ground.
- 1.30 "High Voltage Conductors" means Owner conductors operating at a voltage in excess of 750 volts.
- 1.31 “In-span” means a position between poles, at least one of which is owned by the Owner.
- 1.32 “Isolated” means separated from all sources of dynamic energy.

- 1.33 "Line Clearing" means the provision of adequate clearance from tree interference for all circuits supported by Hydro Poles and includes items such as underbrush control, tree removals, cabling or guying of trees, pruning or trimming, treatment of cuts and disposal of debris.
- 1.34 "Owner" means the Party having Ownership of a Hydro Pole.
- 1.35 "Party" means the Owner or BIA and "Parties" means both the Owner and BIA.
- 1.36 "Permit," means the authorization for the adding, materially changing or removal of an Attacher's Attachments to the Owner's pole(s).
- 1.37 "Power Line Carrier" means the use of existing electricity wire infrastructure to carry voice and data signals simultaneously by transmitting high frequency data signals through the electric power lines.
- 1.38 "Power Space" means a vertical space at the top of the pole within which electrical power attachments are made.
- 1.39 "Rearranging" or "Rearrangement" means the removal of Attachments from one position on a pole and the placing of the same Attachments in another position on the same pole.
- 1.40 "Residual Value" of poles refers to payments made by the Hydro Pole Attacher to the Hydro Pole Owner to compensate the Owner for the remaining value of the existing pole which is being changed.
- 1.41 "Road Authority" means any controlling authority for roads or highway such as the responsible department within a municipality, township, county or province, or the federal government.
- 1.42 "Separation" means the vertical or horizontal distance between power and communication systems including conductors and other related equipment.
- 1.43 "Service Pole" means a pole that only has an attachment of a Service Drop or only a Service Wire.
- 1.44 "Service Wire" is an overhead electrical line <750V running from a utility pole, to a customer's building or other premises. It is the point where electric utilities provide power to their customers.
- 1.45 "Standard or Standards" means Canadian Standards Association Standard C22.3, the most current version "Overhead Systems"; Ontario Occupational Health and Safety Act, R.S.O. 1990, c.O.1; Part II of Canada Labour Code, R.S. 1985, c.L-2; the Ontario Electrical Safety Code; Electrical & Utilities Safety Rules and Safe Practices; Ontario Regulation 22-04 or any other applicable regulation and any successor legislation and standards; and the Owner's Standards, together with any amendments thereto from time to time, it being understood that changes to the Owner's Standards are to be made at the

sole discretion of the Owner, subject to notification in writing to the Attacher by the Owner.

- 1.46 “Telecommunication” or “Communication” means the transmission of voice, data, video or information of any kind by electromagnetic or optical signals.
- 1.47 “Third Party Attachments” means the equipment, apparatus, wires, cables and so forth for the purposes of distribution of electricity or the provision of telecommunication services by a third party which is Affixed to a Hydro Pole or other equipment of a Party.
- 1.48 “Transferring” means the removal of Attachments from one pole and the placing of the same Attachments on another pole.
- 1.49 “Use” means Hydro Poles that are anticipated to be, or are wrapped.
- 1.50 “Wireless Transmitters” means stand-alone transmitters and/or receivers which use electromagnetic waves (rather than some form of wire or fibre optic cable) to carry voice, data, video or signals over part or all of the communication path.
- 1.51 “Workplace” means any land, premises, location or thing at, upon, in or near which a worker works.
- 1.52 “Wrapped Pole(s)” means a Hydro owned Pole, which supports, or is intended to support, the Attachments of both Parties to a maximum height of 9 feet from grade level.

## **ARTICLE 2 – TERRITORY**

- 2.1 This Agreement shall cover the Affixing and maintaining of the Attachments to the poles of the Owner within the area of Oshawa Ontario.

## **ARTICLE 3 – FEES**

- 3.1 The BIA shall pay to the Owner within 30 days of the acceptance of the application and execution of this agreement a fee as defined in 3.2 below. This Payment is subject to review annually upon review of the term of this agreement.
- 3.2 The Attachment Fee, per pole, for The BIA to occupy Owner poles each year during the term of this Agreement shall be \$ 50 subject to section 3.3
- 3.3 Owner retains exclusive advertising rights on bottom 6” of pole wrap for the duration of the pilot project.
- 3.4 The BIA is obligated to track any requested Attachment changes by Permits during a given year to confirm the Owner’s annual Attachment count contained in the Annual Statement of Fees. Any dispute on the numbers shall be settled between the BIA and the Owner, and failing resolution, Dispute Resolution shall be applied, with all adjustments (if any) reflected on the following year’s statement of fees.

- 3.5 All invoices rendered by the Owner pursuant to this Article that are outstanding for longer than 45 days upon receipt will be subject to interest charged at a rate of fifteen percent (15%) per annum. The interest shall run from the due date of payment of the invoice, until the date the payment should be received by the Owner, in the ordinary course of post, following mailing of the payment.

#### **ARTICLE 4 – TERM AND TERMINATION OF AGREEMENT**

- 4.1 The Term of this Agreement is 12 months, subject to annual renewal.
- 4.2 If, within 12 months after any End of Term Date, the Parties have not agreed on terms and conditions for a renewed Agreement, either Party may invoke the Dispute Resolution process set out herein.
- 4.3 At any time during the first term, the Parties, by mutual consent, may open the Agreement for renegotiation.

#### **ARTICLE 5 – TERMINATION OF APPROVAL**

- 5.1 The Approval granted by each Permit Approved by the Owner pursuant to the provisions of this Agreement shall remain in full force from the date of the Approval until the earliest of:
- the End of Term Date; or
  - the date on which the Attachment associated with the Approved Permit is removed by the BIA or the Owner; or
  - the date upon which the BIA materially defaults on any of its obligations or fails to commence to correct the default on its obligations under this Agreement; or
  - the pole designated by such Permit is abandoned by the Owner.
- 5.2 If the Owner intends to sell a pole designated by an Approved Permit to a third party, the Owner will use every commercially reasonable effort to secure the agreement of the purchaser that the Attachments be allowed to continue to be Affixed to the pole and the purchaser be bound to assume all of the Owner's obligations hereunder.
- 5.3 The Parties agree that obligations flowing from this Agreement, or a Permit Approved pursuant to this Agreement, will continue beyond the date of termination of the Agreement or Approved Permit, until the obligations are satisfied in full. All of the remedies to enforce outstanding obligations under this Agreement, including Article 9 regarding Dispute Resolution, shall survive termination of this Agreement or an Approved Permit.

## **ARTICLE 6 – EXISTING RIGHTS OF OTHER PARTIES**

- 6.1 Nothing herein contained shall prevent or limit the right of the Owner from granting to others, not party to this Agreement, the right to occupy its poles.
- 6.2 If the Owner has granted permission to others, not parties to this Agreement, to use any poles owned by the Owner, whether said poles are covered by this Agreement or not, then nothing herein contained shall be construed as affecting such permission nor shall the rights of the BIA be compromised. The Owner shall have the right to continue and extend such existing permission. The BIA agrees that existing rights of third parties are in no way diminished by this Agreement. The BIA and Attacher shall treat Third Party Attachments to the pole with the same duty of care as is required by the Agreement between the BIA and Owner, and will respect the rights and privileges of third parties.

## **ARTICLE 7 – NOTICES**

- 7.1 Unless otherwise provided herein, any notice or other communication under this Agreement to a Party shall be given or served by hand, by registered mail, postage prepaid, email, by same day or overnight courier, or by facsimile transmission (fax) addressed as follows:

TO: Owner

Attn: Engineering Management

Address: 100 Simcoe Street South, Oshawa, ON L1H 7M7

Tel. no:(905) 723-4626

Fax no:(905) 723-7947

Email: [jointuse@opuc.on.ca](mailto:jointuse@opuc.on.ca)

TO: Oshawa Downtown BIA

Attn: Amanda MacDonald

Address: 21 Simcoe St S

Tel. no: 905-576-7606

Email: [Amanda@downtownoshawa.ca](mailto:Amanda@downtownoshawa.ca)

- 7.2 Any notice sent by ordinary mail shall be deemed to have been given or served on the fifth day after it is deposited in any post office in Canada. In the event that mail delivery is impeded for any reason, notice shall be given by email or by fax, and any notice so given shall be deemed to have been given on the day following the day it is sent. Any notice or other communication to a Party may also be served in person by delivering

same to a responsible person in the offices of the Party at the above address. Either Party may change its address for service at any time by notice in writing to the other.

- 7.3 The BIA is responsible for ensuring that the Attacher provide the required notice to ESA (if applicable for pole wrapping) and to notify the Owner of all incidents and accidents with respect to its actions that may affect public electrical safety as defined in Regulation 22/04.

#### **ARTICLE 8 – ASSIGNMENT**

- 8.1 Except as otherwise provided in this Agreement, neither Party hereto shall assign or otherwise dispose of this Agreement, or any of its rights or interests hereunder, or in any of the Wrapped Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation, or individual, without the written consent of the other Party, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, either Party may assign this Agreement to any of its Affiliates without the consent of the other Party, provided that the assignee shall be sufficiently capitalized to perform the obligations so assigned. Nothing herein contained shall prevent or limit the right of either Party to make a general mortgage in the usual form or any sale of any or all of its property, rights, privileges and franchises or a lease transfer or assignment of any of them to an affiliated company or subsidiary or to enter into any merger or consolidation, and, in the case of the foreclosure of such mortgage or sale under power of sale contained herein, or in the case of such lease, transfer, assignment, merger or consolidation, its rights and obligations hereunder shall pass to and be acquired and assumed by the mortgagee on foreclosure or the purchaser at such sale, or the transferee, lessee, assignee or the merged or consolidated company, as the case may be. This Agreement and the privileges and obligations herein shall endure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

#### **ARTICLE 9 – DISPUTE RESOLUTION**

- 9.1 The Owner and the BIA agree to attempt to resolve disputes arising under this Agreement in an expedient manner. Where possible, the Owner and the BIA shall endeavour to resolve any disputes between themselves, at the level at which the dispute arose. If the dispute cannot be so resolved, the Owner and the BIA agree that either Party may refer the matter to higher management.
- 9.2 If any Approval is refused or termination is invoked by the Owner and the matter is not resolved at the level at which the issue arose, the BIA may appeal that decision to the Owner's Vice President of Engineering and Operations.
- 9.3 For all disputes and issues other than the refusal or termination of an Approval, if the matter is not resolved at the level at which the issue arose, the complainants may bring a complaint to the attention of the other Party's Vice-President of Engineering and Operations (in the case of Owner) or The Sitting Board Chair (in the case of BIA). The

appeal or complaint shall be heard and decided within thirty (30) days of receiving written notice of the appeal or complaint.

- 9.4 If any dispute or controversy shall occur between the Parties relating to the interpretation or implementation of any of the provisions of this agreement and such dispute cannot be resolved pursuant to paragraphs 9.1, 9.2 and 9.3, such dispute shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the Parties or, in default of agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice sitting in the Judicial District of Durham Region, upon the application of any of the said Parties and a Judge of the Ontario Superior Court of Justice sitting in the Judicial District of Durham Region shall be entitled to act as such arbitrator, if he so desires. The arbitration shall be held in the City of Oshawa. The procedure to be followed shall be agreed by the Parties or, in default of agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitrations Act (Ontario). The arbitrator shall have the power to proceed with the arbitration and to deliver his award notwithstanding the default by any Party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the board of arbitration, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

#### **ARTICLE 10 – INTERPRETATION**

- 10.1 The terms of this Agreement shall be governed by the laws of the Province of Ontario and Canada, as applicable. In the event that any court or arbitration tribunal declares any portion of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect.
- 10.2 Nothing in this Agreement or its performance shall create a partnership, tenancy or agency relationship between the Parties, each of which is the independent operator of its facilities.

#### **ARTICLE 11 – ENTIRE AGREEMENT**

- 11.1 This Agreement, as of its Effective Date, is the entire Agreement between the Parties and supersedes and replaces any prior verbal or written agreement between the Owner and BIA relating to the Attachments on the Owner's poles. Any Permit granted Approval and outstanding under any prior agreement shall, notwithstanding anything contained in such prior agreement, remain in force and effect as if such Permit had been Approved pursuant to this Agreement on the express condition that the BIA satisfies all of the terms of this Agreement.

## **ARTICLE 12 – HEADINGS**

- 12.1 The division of this Agreement into Articles and sections, and the headings of those Articles, are for convenience of reference only and shall not affect the interpretation of this Agreement.

## **ARTICLE 13 – LEGISLATIVE REFERENCES**

- 13.1 Any references in this Agreement to any statute, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

## **ARTICLE 14 – WAIVER**

- 14.1 The failure of any Party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any rights under this Agreement, and the Party shall be at liberty to enforce such terms and conditions at any time thereafter.

## **ARTICLE 15 – OWNER RIGHTS**

- 15.1 Owner retains the sole and exclusive right to terminate the agreement at any time during the term.
- 15.2 Owner reserves the right to approve Attachers, and Attachers must attend a Safety Orientation at the Owner's office prior to any installation of pole wraps.
- 15.3 Owner reserves the right to inspect all poles after wrapping has been completed.
- 15.4 Owner requires the wrap application on wooden poles to avoid any type of screw that will physically penetrate the hydro pole. If the Attacher cannot use alternative, less invasive methods, the Owner must approve 'screw use' on a pole by pole basis prior to application.

## **ARTICLE 16 – BIA RESPONSIBILITIES**

- 16.1 BIA is responsible to ensure compliance with all regional and municipal approvals and provide proof of said compliance to the Owner before the wrap is installed.
- 16.2 BIA is responsible for removing the wrap from any pole upon 7 days' notice from the Owner. Upon notice from the Owner, the BIA may re-wrap the pole at their expense.
- 16.3 BIA is responsible to ensure the Attacher removes and relocates the Owner's pole number to a location above the installed wrap on poles that are being wrapped.

## **ARTICLE 17 - REMOVAL, REPLACEMENT OR RELOCATION OF POLES OR ATTACHMENTS**

- 17.1 Nothing in this Agreement shall be considered as a restriction upon the right of either Party to remove at any time any of its Attachments from Joint Use Poles.
- 17.2 If the Owner desires, or is required, to discontinue the use of a Joint Use Pole, the Owner shall give the BIA notice in writing of the cancellation of the Joint Use.
- 17.3 The BIA may at any time abandon the use of a Joint Use Pole by removing all its Attachments, and by giving due notice thereof in writing to the Owner.
- 17.4 The BIA agrees that, if at any time the Owner deems it necessary or is required to remove, replace or change the location of any pole designated by a Permit to which Attachments are Affixed, whether the change or removal be on a temporary or permanent basis, the Owner shall notify the BIA of the requirement to remove or relocate its Attachments, whereupon the BIA, at the time specified in the notice shall, at the cost and expense of the BIA, remove its Attachments from that pole. The BIA acknowledges that in certain situations the Owner may remove a pole and not replace it, so that there would no longer be a pole upon which to Affix the Attachments. In such a situation, the Approval associated with the applicable Permit would cease. The Owner will endeavour to give the BIA at least sixty (60) days prior written notice of any such removal, replacement, extension, or change in location of a pole, but in case of emergency, as reasonably defined by the Owner, the Owner may give shorter notice as the Owner deems expedient or the notice may be given verbally. In Emergency Situations as time is of the essence, the Owner may remove or abandon the Attachments and the BIA is responsible for the reasonable costs of the Owner in so removing the Attachments.
- 17.5 If the BIA fails to comply with a written notice given pursuant to this Article within 90 days, then the Owner, unless notified by the BIA with regard to an alternative method of compliance acceptable to the Owner, shall be entitled to a delayed removal charge of \$100.00 per pole, per month, after the 90 days, or as mutually agreed upon by the Parties. The BIA will hold the Owner harmless with respect to any liability arising from the delay.
- 17.6 Where, at the time an Approval is granted, the presence of the existing Attachments requires the Owner, in the discretion of the Owner, to perform Make-ready Work to accommodate the new Attachment, the BIA shall pay to the Owner the cost of such relocation or modification.
- 17.7 In the event that the Owner is subject to any penalty by a Governing Body in Ontario due to the late removal by the BIA of its Attachments, then in addition to the delayed removal charges as stipulated in this Article, the BIA shall pay to the Owner a sum equal to any penalty incurred by the Owner and caused by the BIA and any costs related to the payment of the penalty.
- 17.8 Whenever either Party is intending to expand an existing system revise their existing plant or to extend their services, such as for new subdivisions, notice shall be given to the

other Party stating the location of such new work. The Parties agree to discuss o whether or not Joint Use will be desirable.

- 17.9 Whenever there is a change in operating voltage or physical conditions affecting system Separation, the Party making the change shall notify the other Party in writing to this effect.
- 17.10 Where the Owner must perform work on the pole, and the work causes damage to the wrap, the Owner will not be responsible for the BIA's costs of replacing the damaged wrap. Where the BIA undertakes any work surrounding the wrap, including maintenance and application, that causes damage to the pole, the BIA will be responsible for the cost associated with replacing or repairing the pole.

#### **ARTICLE 18 - INSPECTION**

- 18.1 Final inspection of the poles will be carried out by the Owner to ensure the installation has been carried out by the Attacher as proposed and the integrity of the asset has not been compromised.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day and year first above written.

**For Owner (signature):**

I have the authority to bind the corporation

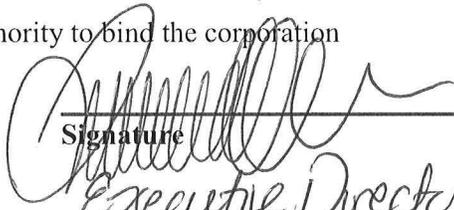
  
\_\_\_\_\_  
Signature

W STREEKBR VP ENG & OPS  
\_\_\_\_\_  
Name, Title

Date SEPT 16 / 19

**For BIA (signature):**

I have the authority to bind the corporation

  
\_\_\_\_\_  
Signature

Executive Director  
\_\_\_\_\_  
Name, Title

Date Sept 15 / 2019

## Schedule A

### Wooden Pole Application Process

1. Clear wood pole of debris before installation.
2. Assess wood pole for guards and grounding wires and exclude them from the installation process. Guard/Grounding should remain accessible at all times.
3. Drilling in to the poles should be avoided, steel bands should be used instead to hold the attachment.
4. The anti-stick wrap will be applied by an authorized attacher as per the procedure approved by the Owner.
5. All pole numbers and street signs are to be moved by the attacher.

### Concrete Pole Application Process

1. Clear concrete pole of debris before installation.
2. Assess concrete pole for guards and grounding wires and exclude them from the installation process. Guard/Grounding should remain accessible at all times.
3. The anti-stick wrap will be applied by an authorized attacher as per the procedure approved by the Owner.
4. All pole numbers and street signs are to be moved by the attacher.

## SCHEDULE A

### Pole Numbers

1	Street	Pole Number	Pole Type	Pole Circumference in inches	Shape of Pole	Number of Straps on Pole	Miscellaneous Items on Pole		
2	Bruce	05369	Wood	38 1/2	Circular	0	N/A		
3	Bruce	05368	Wood	40	Circular	0	SIGN,PIPE,POWER BOX		
4	Bruce	05367	Wood	39	Circular	0	SIGN,PIPE		
5	Bruce	05366	Wood	40	Circular	0	SIGN		
6	Bruce	05365	Wood	40	Circular	0	3 SIGNS		
7	Albert	5147	Cement	47	Circular	10 STRAPS	2 SIGS, PIPE		
8	Albert	05148	Cement	46 1/2	Circular	8 STRAPS	3 SIGNS		
9	Albert	5149	Cement	45	Circular	8 STRAPS	2 SIGNS/2 POWER BOXES/STREET CAM/3 POLES		
10	Celina	05152	Cement	37	Circular	2 STRAPS	1 SIGN		
11	Celina	05151	Cement	35 1/2	Circular	13 STRAPS	3 SIGNS AND WIRE PIPE		
12	Celina	05150	Cement	37	Circular	0	N/A		
13	King	05595	Cement	37	Circular	7 STRAPS	4 SIGNS		
14	King	05596	Cement	37	Circular	5 STRAPS	1 SIGN		
15	King	05597	Cement	39	Circular	8 STRAPS	3 SIGNS		
16	King	05598	Cement	37	Circular	4 STRAPS	2 SIGNS		
17	King	05591	Cement	37 1/2	Circular	4 STRAPS	2 SIGNS		
18	King	05592	Cement	37 1/2	Circular	6 STRAPS	3 SIGNS		
19	King	05593	Cement	38	Circular	8 STRAPS	2 SIGNS		
20	King	05594	Cement	37 1/2	Circular	2 STRAPS	N/A		
21	Bond	05575	Wood	48 1/2	Circular	0	2 SIGNS, 2 POWER BOXES		
22	Bond	12939	Wood	46	Circular	0	2 POLES		
23	Bond	05573	Wood	47	Circular	0	2 SIGNS		
24	Bond	05572	Wood	40 1/2	Circular	0	1 SIGN		
25	Bond	05571	Wood	40	Circular	0	2 SIGNS		
26	Bond	05568	Wood	48	Circular	0	3 POLES		

## Schedule B

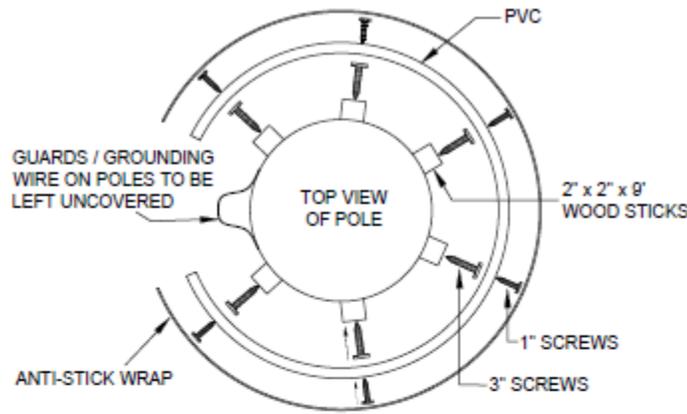
### Wooden Pole Application Process

<b>OSHAWA PUC NETWORKS INC. DISTRIBUTION STANDARDS</b> INSTALLATION OF POLE WRAPS WOODEN POLES CONTAINING NO GUARDS		<b>POLE WRAPS</b>														
<p><b><u>INSTALLATION</u></b></p> <p style="text-align: center;"><b><u>COMPLETED</u></b></p> <p style="text-align: right; font-size: small;"> <small>*SUPPLIER TO HAVE FINAL INSTALLATION PROCESS APPROVED BY OPUC.            *INSTALLATION OF POLE WRAPS MUST ONLY BE PERFORMED BY AUTHORIZED INSTALLERS.</small> </p>																
<p><b><u>INSTALLATION PROCESS:</u></b></p> <ol style="list-style-type: none"> <li>1. CLEAR WOOD POLE OF DEBRIS BEFORE INSTALLATION.</li> <li>2. ASSESS WOOD POLE FOR GUARDS AND GROUNDING WIRES AND EXCLUDE THEM FROM THE INSTALLATION PROCESS.</li> <li>3. BAND TREATED WOOD STICKS AROUND THE CIRCUMFERENCE OF THE POLE EQUALING 2 INCHES IN DEPTH x 2 INCHES IN WIDTH AND A HEIGHT OF 9' USING STEEL BANDS.</li> <li>4. PVC MATERIAL EQUAL TO THE CIRCUMFERENCE OF THE POLE AND HEIGHT OF THE WOODEN STICKS WILL BE SCREWED INTO EACH OF THE WOOD STICKS AROUND THE POLE USING DECK SCREWS OF 1" IN LENGTH.</li> <li>5. ONCE THE PVC IS APPLIED AROUND THE ENTIRE POLE AND TO THE HEIGHT OF 9', THE ANTI-STICK WRAP WILL BE APPLIED BY AN AUTHORIZED INSTALLER.</li> <li>6. THE INSTALLATION OF ALL ELEMENTS WILL BEGIN FROM 6-8" ABOVE GROUND, DEPENDING ON THE CONDITION OF THE BOTTOM OF EACH POLE.</li> <li>7. ALL POLE NUMBERS AND STREET SIGNS ARE TO BE MOVED BY THE INSTALLER.</li> </ol>																
		<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th colspan="2">CONVERSION TABLE</th> </tr> <tr> <th>METRIC</th> <th>IMPERIAL (APPROX.)</th> </tr> </thead> <tbody> <tr> <td>2.54cm</td> <td>1"</td> </tr> <tr> <td>5.08cm</td> <td>2"</td> </tr> <tr> <td>15.24cm</td> <td>6"</td> </tr> <tr> <td>20.32cm</td> <td>8"</td> </tr> <tr> <td>2.74m</td> <td>9'</td> </tr> </tbody> </table>	CONVERSION TABLE		METRIC	IMPERIAL (APPROX.)	2.54cm	1"	5.08cm	2"	15.24cm	6"	20.32cm	8"	2.74m	9'
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	DRAWN: AY      CKD: _____      APP: _____ DATE: AUGUST 14, 2019      SCALE: NTS      REV: 1															

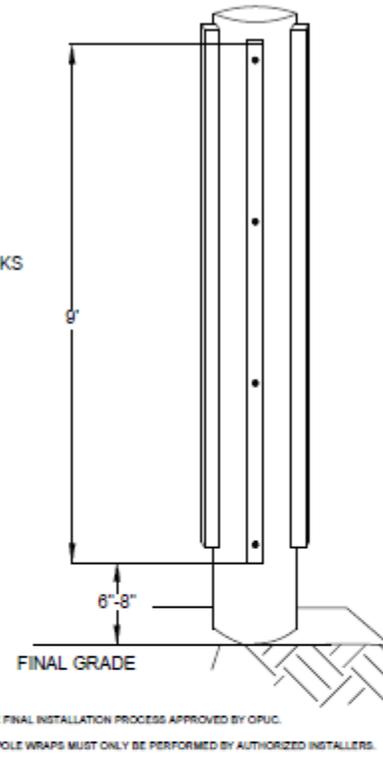
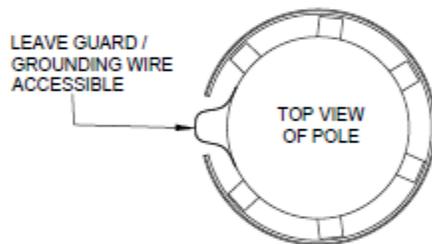
**OSHAWA PUC NETWORKS INC. DISTRIBUTION STANDARDS**  
**INSTALLATION GUIDE OF POLE WRAPS**  
**WOODEN POLES CONTAINING ONE GUARD / GROUNDING WIRE**

**POLE WRAPS**

**INSTALLATION**



**COMPLETED**



\*SUPPLIER TO HAVE FINAL INSTALLATION PROCESS APPROVED BY OPUC.  
 \*INSTALLATION OF POLE WRAPS MUST ONLY BE PERFORMED BY AUTHORIZED INSTALLERS.

**\*CAUTION: ALL CONDUCTORS WITHIN GUARDS ARE LIVE AND MUST BE HANDLED CAREFULLY TO REDUCE ANY RISK**

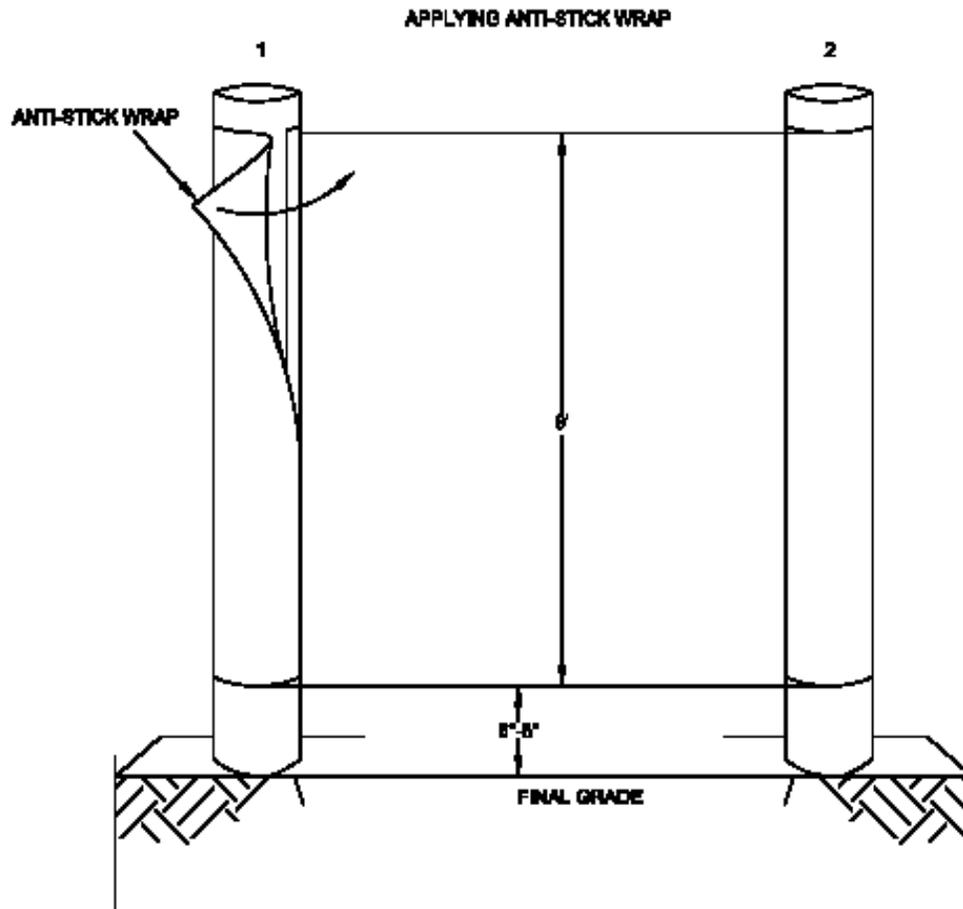
**INSTALLATION PROCESS:**

1. CLEAR WOOD POLE OF DEBRIS BEFORE INSTALLATION.
2. ASSESS WOOD POLE FOR GUARDS AND GROUNDING WIRES AND EXCLUDE THEM FROM THE INSTALLATION PROCESS.
3. SCREW IN 4-6 PRESSURE TREATED WOOD STICKS AROUND THE CIRCUMFERENCE OF THE POLE EQUALING 2 INCHES IN DEPTH x 2 INCHES IN WIDTH AND A HEIGHT OF 9'.
4. DECK SCREWS WILL BE 3" IN LENGTH FOR THE APPLICATION OF THE PRESSURE TREATED WOOD STICKS ONTO THE POLE.
5. PVC MATERIAL EQUAL TO THE CIRCUMFERENCE OF THE POLE AND HEIGHT OF THE WOODEN STICKS WILL BE SCREWED INTO EACH OF THE WOOD STICKS AROUND THE POLE USING DECK SCREWS OF 1" IN LENGTH.
6. ONCE THE PVC IS APPLIED AROUND THE ENTIRE POLE AND TO THE HEIGHT OF 9', THE ANTI-STICK WRAP WILL BE APPLIED BY AN AUTHORIZED INSTALLER.
7. THE INSTALLATION OF ALL ELEMENTS WILL BEGIN FROM 6-8" ABOVE GROUND, DEPENDING ON THE CONDITION OF THE BOTTOM OF EACH POLE.
8. ALL POLE NUMBERS AND STREET SIGNS ARE TO BE MOVED BY THE INSTALLER.

CONVERSION TABLE	
METRIC	IMPERIAL (APPROX.)
2.54cm	1"
5.08cm	2"
7.62cm	3"
15.24cm	6"
20.32cm	8"
2.74m	9'



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DATE: AUGUST 14, 2019	SCALE: NTS	REV. 1



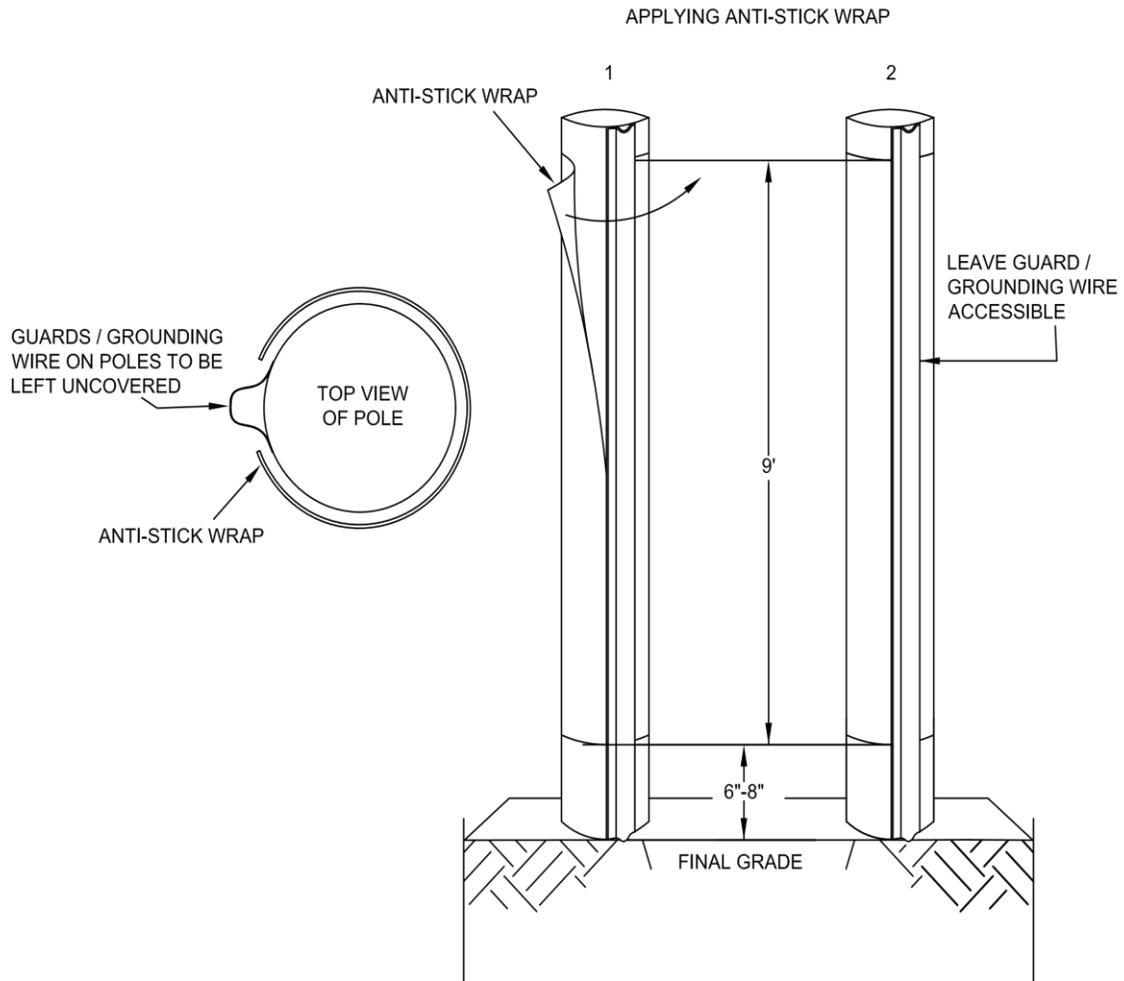
**INSTALLATION PROCESS:**

1. CLEAR CONCRETE POLE OF DEBRIS BEFORE INSTALLATION.
2. ASSESS CONCRETE POLE FOR GUARDS AND GROUNDING WIRES AND EXCLUDE THEM FROM THE INSTALLATION PROCESS.
3. THE ANTI-STICK WRAP WILL BE APPLIED BY AN AUTHORIZED INSTALLER.
4. THE INSTALLATION OF ALL ELEMENTS WILL BEGIN FROM 6-8" ABOVE GROUND, DEPENDING ON THE CONDITION OF THE BOTTOM OF EACH POLE.
5. ALL POLE NUMBERS AND STREET SIGNS ARE TO BE MOVED BY THE INSTALLER.

CONVERSION TABLE	
METRIC	IMPERIAL (APPROX.)
15.24cm	6"
20.32cm	8"
2.74m	9'



DRAWN: AY	CHKD:	APP:
DATE: AUGUST 14, 2018	SCALE: NTS	NO: 1



**INSTALLATION PROCESS:**

1. CLEAR CONCRETE POLE OF DEBRIS BEFORE INSTALLATION.
2. ASSESS CONCRETE POLE FOR GUARDS AND GROUNDING WIRES AND EXCLUDE THEM FROM THE INSTALLATION PROCESS.
3. THE ANTI-STICK WRAP WILL BE APPLIED BY AN AUTHORIZED INSTALLER AROUND ANY GUARD/GROUNDING WIRE TO KEEP THE EQUIPMENT ACCESSIBLE
4. THE INSTALLATION OF ALL ELEMENTS WILL BEGIN FROM 6-8" ABOVE GROUND, DEPENDING ON THE CONDITION OF THE BOTTOM OF EACH POLE.
5. ALL POLE NUMBERS AND STREET SIGNS ARE TO BE MOVED BY THE INSTALLER.

CONVERSION TABLE	
METRIC	IMPERIAL (APPROX.)
15.24cm	6"
20.32cm	8"
2.74m	9'



DRAWN: AY	CKD:	APP:
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