

SERVICES AGREEMENT

THIS AGREEMENT entered into as of this 1st day of January, 2025 defines the standard terms and conditions under which Entegrus Powerlines Inc. will provide specific services to the Municipality of North Middlesex.

B E T W E E N:

ENTEGRUS POWERLINES INC.

hereinafter referred to as "Entegrus Powerlines Inc."

- and -

THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX

hereinafter referred to as the "Municipality"

WHEREAS The Municipality has retained Entegrus Powerlines Inc. to provide certain services to assist in the **operation of the Municipality's Street Lite Infrastructure**.

AND WHEREAS This Agreement serves as a renewal and replaces the previous Agreement between the parties, extending the provision of services for an additional four-year term.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained and the exchange of One Dollar (\$1.00), the exchange and sufficiency of which is hereby acknowledged, the parties hereto agree as follows, and the recitals are true and hereby incorporated into this agreement.

1.0 Definitions

"Actual Charge" means the actual charges incurred by Entegrus Powerlines Inc. in providing Services hereunder determined in accordance with the Service Schedules, plus costs approved in accordance with Schedule "A".

"Agreement" means this Agreement, Service Schedules and any amendments.

"Data" means all information in hard copy or in electronic form provided by Entegrus Powerlines Inc. to the Municipality which is used in the performance of Services under this Agreement.

"Payment Schedule" means the schedule of payments for each Service as set out in Schedule "A".

"Service" or "Services" means a service, which Entegrus Powerlines Inc. shall provide to the Municipality under this Agreement as specified in a Service Schedule.

"Service Schedule" means a document as amended from time to time signed by the parties to this Agreement, attached to and forming part of this Agreement, and describes the form and manner in which a particular service is to be provided by Entegrus Powerlines Inc. to the Municipality and any fees and expenses with respect to the provision of the Service.

"Term" means the period from January 1, 2025, and concluding on December 31, 2028, and shall automatically terminate unless extended by mutual written agreement of the parties prior to expiration.

Services and Term

1.01 Services to be provided by Entegrus Powerlines Inc. under this Agreement will be specified in the attached Service Schedule(s) for the Term.

1.02 Any Services provided beyond the Term shall be at the rates and upon the terms as specified in the Service Schedules.

2.0 Compensation

2.01 The Municipality shall pay Entegrus Powerlines Inc. for the provision of Services for the Term in accordance with the provisions detailed in the attached Service Schedules. Schedule "A" provides a summary of the expected fees for services rendered during the Term.

- 2.02 Entegrus Powerlines Inc. shall invoice the Municipality on a monthly basis. The invoice shall set out the actual hours, or transaction volumes, as applicable, utilized for each individual Service by Entegrus Powerlines Inc. for the previous month and the Actual Charge of each individual Service.
- 2.03 Payments of invoiced amounts must be made within thirty (30) days of the invoice date. Amounts unpaid after thirty (30) days will bear interest at the rate of two per cent (2.00%) per annum on the outstanding amount.
- 2.04 In the performance of the Services, Entegrus Powerlines Inc. agrees to notify the Municipality in writing within thirty (30) business days prior to Entegrus Powerlines Inc. incurring any expenses beyond the defined charges within the Service Schedule which may be incurred save and except for any reasonable out-of-pocket expenses.

3.0 **Representations and Warranty**

- 3.01 Entegrus Powerlines Inc. represents and warrants that it is qualified to perform the Services in accordance with the terms and conditions of this Agreement. The Services described hereunder shall be performed in a proficient manner and shall conform to the highest professional standards and shall comply with all applicable laws, orders, regulations, ordinances and other rules of all lawful authorities acting within their power, including the obtaining of all permits which may be required for the performance of services under this Agreement.

4.0 **Entegrus Powerlines Inc.'s Responsibilities**

- 4.01 In the performance of Services, Entegrus Powerlines Inc. agrees to:
- a) liaise with the Municipality through the Municipality's co-ordinator or the co-ordinator's designate as indicated in the related Service Schedules;
 - b) carry out the Services in a manner which will minimize, to the extent possible, disruption to the day-to-day operations of the Municipality;
 - c) notify the Municipality as soon as possible of any changes to Entegrus Powerlines Inc.'s procedures or of any other change which will affect the provision of Services;
 - d) comply with the Municipality's standard security procedures when on the Municipality premises or when interfacing with the Municipality's installed systems;
 - e) ensure accuracy, legibility, completeness and timeliness of all information provided by Entegrus Powerlines Inc. to the Municipality in fulfilling responsibilities as set out in the Service Schedules;
 - f) Comply with Entegrus Powerlines Inc.'s Conditions of Service Policy;
 - g) Comply with the OEB approved codes and guidelines for service, and accounting practices
 - h) Comply with Electrical Safety Authority's codes and guidelines for maintenance, connections and installations.

5.0 **The Municipality's Responsibilities**

5.01 The Municipality, as appropriate to the Service, agrees to:

- a) provide all necessary Data and any special forms or other required materials to Entegrus Powerlines Inc. on schedule or in a timely fashion to enable Entegrus Powerlines Inc. to provide the Service;
- b) liaise with Entegrus Powerlines Inc. through Entegrus Powerlines Inc.'s co-ordinator or the co-ordinator's designate as indicated in the related Service Schedules;
- c) provide consent or direction for the release of reports or other information by Entegrus Powerlines Inc. to any third party as required in the performance of the Service;
- d) comply with Entegrus Powerlines Inc.'s standard security procedures when on Entegrus Powerlines Inc.'s premises or when interfacing with Entegrus Powerlines Inc.'s installed systems;
- e) ensure the accuracy, legibility and completeness of all Data and be responsible for the results obtained from Entegrus Powerlines Inc.' use of the Service, provided that Entegrus Powerlines Inc. performs the Service as instructed;
- f) provide information in addition to that specified in a Service Schedule as Entegrus Powerlines Inc. may reasonably require to perform the Service;
- g) pay all invoices issued by Entegrus Powerlines Inc. when due.

6.0 **Confidential Information**

6.01 **Definition**

As used herein, the term "Confidential Information" shall mean all information which a party, directly or indirectly, acquires (the "Acquiring Party") from the other party (the "Divulging Party") concerning the technical and business activities of the Divulging Party, except information falling into one of the following categories:

- a) Information which, prior to the time of disclosure or acquisition hereunder, is lawfully in the public domain;
- b) Information which, after disclosure or acquisition hereunder, lawfully enters the public domain, except where such entry is the result of Acquiring Party's breach of the Agreement;
- c) Information, other than information obtained from third parties, which, prior to disclosure or acquisition hereunder, was already lawfully in Acquiring Party's possession either without limitation on disclosure to others or which subsequently becomes free of such limitations;
- d) Information obtained by Acquiring Party from a third party who is lawfully in possession of such information and not subject to contractual or fiduciary relationship with Divulging Party with respect to said information. Acquiring Party may use and disclose such information in accordance with the terms under which it was provided by such third party;

- e) Information disclosed by requirement of any law, rule, regulation or requirement of any governmental authority with jurisdiction over either of the parties or required to be disclosed, as determined by either party, to comply with any law, rule, regulation or requirement of any government authority.

Confidential Information shall not be deemed to be within the foregoing categories merely because such information is embraced by more general information lawfully in the public domain or in Acquiring Party's possession.

6.02 Non-Disclosure

Acquiring Party will keep all Confidential Information received from Divulging Party in strictest confidence and will only disclose such Confidential Information to those people, employees or agents, of the Acquiring Party, who have a need to know.

6.03 Third Parties

Acquiring Party agrees that it will not disclose any Confidential Information to any third party nor use Confidential Information other than on Divulging Party's behalf except as Divulging Party may authorize in writing.

If disclosure to a third party is so authorized, Acquiring Party shall enter into a confidentiality agreement, which shall be subject to review and approval by Divulging Party, with said party containing the same terms and conditions with respect to use or disclosure of Confidential Information as this article contains and naming Divulging Party as third-party beneficiary.

Acquiring Party also agrees to enter into confidentiality agreements with third parties at Divulging Party's request and to keep in force confidentiality agreements concerning third party's Confidential Information, which agreements will permit Acquiring Party's use of such party's Confidential Information in the completion of the Services.

6.04 Safeguard of Confidential Information

Acquiring Party also agrees to use best efforts to safeguard all documents containing Confidential Information which Divulging Party may supply to Acquiring Party hereunder and all other documents containing Confidential Information whether prepared by Acquiring Party or another. Acquiring Party may make copies of such documents only to the extent necessary for the performance of Services. Acquiring Party shall prevent access to all such documents by third parties. On completion of Services, Acquiring Party agrees to return to Divulging Party all such documents containing Confidential Information and to destroy copies thereof. However, should Acquiring Party desire to retain certain documents and receive Divulging Party's written approval therefore, Acquiring Party shall continue to treat said documents within the terms of this Article.

6.05 Survival

The provisions of this Article 7 shall survive termination or expiration of this Agreement for any cause whatsoever for a period of five (5) years thereafter unless otherwise authorized in writing by Divulging Party.

7.0 **Termination**

7.01 It is agreed that in the event that either party violates any material term of this Agreement, the other party may, in the manner set out below, terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have sixty (60) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed to be terminated at the end of the period. Such termination shall not relieve the Municipality of its obligation for payment of any amount due under this Agreement up to the date of termination, but the Municipality shall not be responsible for any payments or obligations arising after the date of termination.

It is understood and agreed that default by Entegrus Powerlines Inc. for an individual service as noted in the attached service schedules shall not be cause for termination of the entire agreement but only that particular service.

It is agreed that in the event that the Ontario Energy Board issues a compliance order to Entegrus Powerlines Inc. to cease performance of the services described in this agreement. Entegrus Powerlines Inc. will provide the Municipality (90) days' notice of the termination of this agreement.

7.02 In the event of the termination or expiration of this Agreement for any reason whatsoever, Entegrus Powerlines Inc. agrees to provide reasonable transitional services to the Municipality, upon such terms, conditions as and rates as are agreed to by the parties. The Municipality agrees to purchase all the inventoried materials which were purchased on behalf of The Municipality by the Procurement Department of Entegrus Powerlines.

7.03 The parties may terminate this Agreement at any time by mutual consent. In the event of such termination, neither party shall have any further obligations or liabilities to the other under this Agreement, except for payment for services rendered and costs incurred up to the effective date of termination, as agreed upon by the parties.

8.0 **Entegrus Powerlines Inc. Contributions**

Unless previously agreed to by the parties or provided for in the Service Schedules, Entegrus Powerlines Inc. shall pay all royalties and license fees on any equipment and materials to be furnished by it in performing the Services and Entegrus Powerlines Inc. shall remit all workers' compensation contributions, unemployment insurance contributions, Canada/Quebec Pension Plan and employees' income tax deductions together with all other taxes and payroll contributions now or hereafter imposed by any lawful authority in respect of employees or agents of Entegrus Powerlines Inc. engaged in performing the Services, and shall indemnify and save harmless the Municipality from any and all claims, penalties, interest and cost and any of the same which may be made or assessed against the Municipality in respect thereof.

9.0 **Property of Data**

Notwithstanding anything else in the Agreement, the Municipality shall be the owner of the Municipality, including individual streetlight data and all particulars thereof.

10.0 **Publicity**

Neither party may use the other's name, or reference in any way whatsoever to the Services in advertising or promotional material, or publicity release, or any like purpose relating to the Services to be performed by Entegrus Powerlines Inc., without the prior written approval of both parties.

11.0 **Independent Contractor**

The parties agree that no oral agreement or provisions in this Agreement shall be construed to constitute Entegrus Powerlines Inc. as being the agent, servant or employee of the Municipality and the instruction, management and control of Entegrus Powerlines Inc.'s employees shall always remain with Entegrus Powerlines Inc., and Entegrus Powerlines Inc. shall be deemed to be an independent contractor. Entegrus Powerlines Inc. shall have no authority to make statements, representations or commitments of any kind, or to take any actions which shall be binding upon the Municipality, except as provided for herein or authorized in writing by the Municipality. Entegrus Powerlines Inc. further agrees and acknowledges that it shall not be considered an employee of the Municipality and, as such, it will not be entitled to any benefits or compensation to which employees of the Municipality are entitled.

12.0 **Limitation of Liability and Indemnification**

12.01 **Indemnification by the Municipality:** The Municipality shall defend, indemnify, and save harmless Entegrus Powerlines Inc., its directors, officers, employees, agents, contractors, and subcontractors from and against any and all claims, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, to the extent that such claims arise directly from the negligent acts or omissions of the Municipality, its employees, agents, or contractors in the performance of its obligations under this Agreement.

12.02 **Indemnification for Services Provided by Entegrus Powerlines Inc.:** The Supplier, Entegrus Powerlines Inc., shall defend, indemnify, and save harmless The Municipality, its elected officials, officers, legal counsel, employees, and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property, including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud, or wilful misconduct of Entegrus Powerlines Inc., its directors, officers, employees, agents, contractors, subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by Entegrus Powerlines Inc. in accordance with this Agreement and shall survive the termination or expiration of this Agreement.

12.03 **Indemnification for WSIB Status:** Entegrus Powerlines Inc. agrees to defend, indemnify, and save harmless The Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever arising out of or related to Entegrus Powerlines Inc.'s status with the Workplace Safety and Insurance Board (WSIB). This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Entegrus Powerlines

Inc. in accordance with this Agreement and shall survive the termination or expiration of this Agreement.

13.0 **Insurance**

To ensure adequate risk management and protection of all parties involved, Entegrus Powerlines Inc. shall maintain the following insurance coverages throughout the Term of this Agreement. All insurance policies must be underwritten by insurers licensed to conduct business in the Province of Ontario, and must meet the following minimum requirements:

1. **Commercial General Liability (“CGL”):**

- a. Entegrus Powerlines Inc. shall, at its expense, obtain and maintain in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Municipality. The policy shall provide coverage for Bodily Injury, Property Damage, and Personal Injury and shall include, but not be limited to:
 - i. A limit of liability of not less than five million dollars (\$5,000,000.00) per occurrence.
 - ii. The Municipality shall be added as an Additional Insured with respect to the operations of the Named Insured.
 - iii. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
 - iv. Non-owned automobile coverage with a limit not less than five million dollars (\$5,000,000.00) and shall include contractual non-owned coverage (SEF 96).
 - v. Products and completed operations coverage.
 - vi. Contractual Liability.
 - vii. Work performed on behalf of the Named Insured by Sub-Contractors.
 - viii. The policy shall provide at least 30 days’ prior written notice of cancellation or material change.

2. **Crane Operators/Hook Liability:**

- a. If booms or cranes are involved in moving any materials or installing equipment, the contractor shall obtain Hook or Crane Operators Liability coverage. The limit for this coverage shall equal the cost of the most expensive piece to be moved or installed.

3. **Equipment Floater:**

- a. Entegrus Powerlines Inc. shall maintain coverage on all equipment used during the term of this Agreement. Coverage shall be provided on a broad form basis for construction machinery, equipment, tools, and stock used by Entegrus Powerlines Inc. in the performance of the work. The coverage shall also include rental expenses.

4. **Professional Liability Insurance:**

- a. Entegrus Powerlines Inc. shall obtain and maintain Professional Liability Insurance in the amount of five million dollars (\$5,000,000.00), providing coverage for acts, errors, and omissions arising from the professional services performed under this Agreement. The policy shall be renewed for three (3) years after contract termination. A certificate of insurance evidencing renewal is to be provided each year. If the policy is cancelled or non-renewed for any reason, a 90-day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality may request that an Extended Reporting Endorsement be purchased by Entegrus Powerlines Inc. at their sole expense.

5. Automobile Insurance:

- a. Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than five million dollars (\$5,000,000.00), per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by Entegrus Powerlines Inc.

6. Primary Coverage:

- a. Entegrus Powerlines Inc.'s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Municipality.

7. Certificate of Insurance:

- a. Entegrus Powerlines Inc. shall provide a Certificate of Insurance evidencing coverage in force at least ten (10) days prior to contract commencement.

14.0 Currency

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

15.0 Applicable Law

This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the courts of the Province of Ontario shall have exclusive jurisdiction in all matters contained herein, unless specified otherwise. Furthermore, this Agreement and the rights and obligations of the parties hereto, are subject to all present and future laws, rules, regulations, and orders of any legislative body or duly constituted authority having jurisdiction, now or hereafter.

16.0 Entire Agreement

This Agreement and the attached Service Schedules constitute the entire Agreement of the parties hereto relating to the subject matter hereof, and there are no written or oral terms or representations made by either party other than those contained herein. No provision of this Agreement may be modified or waived unless such modification or waiver is authorized in writing by the parties to the Agreement. No waiver by either party hereto of any breach by the other party of any condition or provision of this Agreement to be performed by such other party shall be deemed to be a waiver of similar or dissimilar conditions or provisions at the same or any prior or subsequent time. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

17.0 Force Majeure

Notwithstanding anything herein contained, it is agreed that no party hereto shall be liable in damages under this Agreement to the others or deemed to be in default in respect of any of the terms and provisions of this Agreement if and so long as such damages and/or default are occasioned by or in consequence of any acts of God, strikes, lockouts, labour troubles, act of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the order or directions of any court or other authority having jurisdiction and any other cause or circumstance whether of the kind herein enumerated or otherwise, not within the control of the party relying on such cause or circumstance ("Force Majeure") and which by the exercise of due diligence such party

is unable to prevent or overcome, provided that in no event shall lack of finances of the part of a party or Consultant be deemed to be a cause or circumstance not within its control, nor shall the occurrence of any event that constitutes an instance of Force Majeure as between a third party and one of the parties hereto be deemed an instance of Force Majeure hereunder. Such cause or circumstance affecting the performance of this Agreement by any Party however will not relieve it of liability in the event of its concurring 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, nor shall such cause or circumstance affecting the performance of this Agreement relieve any Party from its obligation to make payments of amounts due hereunder. A Party when relying on Force Majeure shall give notice by facsimile, tele copier or in writing as soon as possible after the occurrence of the cause relied on and after the termination of the condition.

18.0 **Assignment**

Neither party may assign this Agreement in whole or in part without the express written consent of the other party, which may not be unreasonably withheld.

19.0 **Notices**

Any notice, demand, request or other instrument, which may be or are required to be given under this Agreement shall be delivered in person or sent by facsimile or telecopy, or mailed by prepaid registered post and shall be addressed as follows:

20.0 **Dispute Resolution**

Any dispute between the Municipality and Entegrus Powerlines Inc. which cannot be resolved between the parties will be referred to the CEO of Entegrus Inc. and the CAO/Director of Infrastructure and Operations for the Municipality for resolution.

If to Entegrus Powerlines Inc.:

Entegrus Powerlines Inc.
320 Queen Street
Chatham, Ontario
N7M 5K2

Attention: Tomo Matesic Vice President of Engineering and Operations
Telephone: [REDACTED]
Email: [REDACTED]

or at such other address as Entegrus Powerlines Inc. may designate by written notice.

If to The Municipality of North Middlesex

Infrastructure and Operations Department
Municipality of North Middlesex
229 Parkhill Main St.
Parkhill, Ontario
N0M 2K0

Attention: Carolyn Tripp - CAO
Telephone: (519) 294-6244 #3233
Attention: Samuel Shannon – Director of Infrastructure and Operations
Telephone: (519) 294-6244 #3223

or at such other address as the Municipality may designate by written notice.

Any such notice, demand, request or other instrument shall conclusively be deemed to have been received on the day of such personal service or on the day of the receipt of the e-mail or telecopied notice, or on the third day following the date of posting in the case of mailing as aforesaid, provided the postal service is not disrupted.

21.0 **Severability**

The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

22.0 **Time of Essence**

Time is of the essence in all matters referred to in this Agreement.

23.0 **Successors and Assigns**

This Agreement shall be binding on all parties hereto and their respective successors and assigns.

24.0 **Schedules**

Service Schedules are attached.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

ENTEGRUS POWERLINES INC.

Per: Tomo Matesic
V.P. ENGINEERING AND OPERATIONS

THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX

Per: Alan Bushell
Clerk
Municipality of North Middlesex

Per: Brian Ropp
Mayor
Municipality of North Middlesex

SCHEDULE A

BETWEEN

ENTEGRUS POWERLINES INC.

AND

THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX

STREETLIGHT MAINTENANCE AGREEMENT

The purpose of this agreement is to provide an understanding of the commitment by Entegrus Powerlines Inc. to the Municipality of North Middlesex to provide streetlight maintenance within the boundaries of the Municipality.

CONTACTS:

Consultant Co-Coordinator: Tomo Matesic, VP. Engineering and Operations
Entegrus Powerlines Inc.

Municipality of North Middlesex:
Co-Coordinator: Samuel Shannon, Director of Infrastructure and
Operations
Municipality of North Middlesex

This agreement will provide the following maintenance services:

- Records management (includes additions & deletions).
- Response and arrangement for repairs.
- Repairs or replacement of lamps, photocells, ballast's, heads, lenses, wiring, deteriorated poles or standards and supply wires.
- Inventory management will be provided at a cost of 10% mark-up per item (Administration cost of stocking and ordering material).
- Coordinating on behalf of the Municipality of North Middlesex for Municipal Capital Projects will be provided at a cost of 5% mark-up per project.
- Quarterly after-hours patrols (if requested).
- Analysis of existing conditions to verify appropriate lighting levels as to IES (Illuminating Engineering Society) specifications and the Municipality of North Middlesex policy.
- Respond to customer inquiries about lighting levels and the placement of streetlights.
- Provide inspection for streetlight installations done by others before connection.
- Coordinate with Hydro One in those areas under their jurisdiction in order to energize new streetlight installations.
- Coordinate with ESA when required to acquire the appropriate approvals for a Connection Authorization.
- Provide the Municipality with an annual list of repairs and upgrades which may be shared with ESA for the purpose of ESA's annual inspections.

Maintenance and service will be provided as follows:

- Service will be supplied on a time & material basis.
- Substandard streetlight installations will be disconnected.
- Repairs will accumulate and be completed on a weekly basis.

- Requests for repairs should be reported directly to the Entegrus Powerlines' Operations Assistant on regular business days between the hours of 8:00 A.M. to 3:30 P.M.
- Costs for repairs due to third party damage will require a recoverable work order or separate P.O. for the cost labour, material and repairs.
- Requests for new or additional installations must be received in writing. An estimate will be provided by Entegrus Powerlines Inc. and will require Municipal approval before the installation will proceed. Additional ESA permit costs will also be added to the estimate.
- Patrols to be completed by Entegrus Powerlines Inc. employees on a Quarterly basis.
- Maintenance to be completed by Entegrus Powerlines Inc. employees.
- Entegrus Powerlines will be given right of "first refusal" to install new street lighting when a requirement for additional street lighting is identified by the Municipality or when a project to install new lighting is initiated.
- The Municipality of North Middlesex will be responsible for the cost of all locates on Municipally owned St. Lite assets.
- AM/FM/GIS data related to street lighting will be collected by Entegrus Powerlines Inc. Engineering at the expense of the Municipality, and will be provided to the Municipality for their records that includes inclusion into County operated and maintained GIS.

COST FOR SERVICE FOR A THREE YEAR TERM

Average cost per repair 2 hours labour (2025), X \$107.35	= \$214.70
1 large truck X \$45.32	= \$ 45.32
Total labour & truck per repair for 2025	= \$260.02
Average cost per repair 2 hours labour (2026), X \$110.57	= \$221.14
1 large truck X \$45.32	= \$ 45.32
Total labour & truck per repair for 2026	= \$266.46
Average cost per repair 2 hours labour (2027), X \$113.88	= \$227.76
1 large truck X \$45.32	= \$ 45.32
Total labour & truck per repair for 2027	= \$273.08
Average cost per repair 2 hours labour (2028), X \$117.30	= \$234.60
1 large truck X \$45.32	= \$ 45.32
Total labour & truck per repair for 2028	= \$279.92
Cost for after-hours streetlight patrol = \$79.45 per hour X 16 hours X 1 times per year	
	= \$1,271.20
Annual ESA inspection permit cost = \$259.00	

Any third party costs by ESA (Electrical Safety Authority) or Hydro One etc. will be charged to the appropriate streetlight maintenance account and will not be born by Entegrus Powerlines Inc.