

## STREET LIGHT PROGRAM OPERATING AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

BETWEEN:

FORTISBC INC., a corporation duly incorporated by Special Act of the Legislature of the Province of British Columbia, having its offices at 1975 Springfield, Kelowna, British Columbia, V4N 0E8

(hereinafter referred to as "**FortisBC**")

AND:

THE CITY OF KELOWNA, a municipality incorporated under the laws of the Province of British Columbia, having its offices at 1435 Water Street, Kelowna, British Columbia, V1Y 7V7

(hereinafter referred to as the "**Customer**")

WITNESSES THAT WHEREAS:

- A. The Customer receives service under Schedule 50 of FortisBC's Electric Tariff;
- B. The Customer wishes to convert from Type II Customer-owned lighting equipment maintained by FortisBC to Type I Customer-owned lighting equipment maintained by the Customer in accordance with Schedule 50;
- C. Schedule 50 provides that all lighting equipment installed pursuant to Schedule 50 must be approved by FortisBC, conform to all relevant FortisBC design and installation standards and requirements, and be suitable to accept electrical service at FortisBC's available secondary voltage, and that other requirements may be supplied under special contract;
- D. Schedule 50 provides that where the Customer Equipment is on FortisBC owned poles, maintenance work will only be performed by parties qualified to do the work and authorized by the Company; and
- E. The parties wish to enter into this Agreement to set out additional operational requirements for the Customer's ongoing installation, operation, and maintenance of the Customer's Equipment on FortisBC owned poles including but not limited to safety requirements and requirements for those authorized to carry out the installation, operation and maintenance of the Customer's Equipment on behalf of the Customer.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

## 1. DEFINITIONS

- (a) **“Adjusted Count”** means the Adjusted Count as defined at section 8.2(b);
- (b) **“Applicable Laws”** means all applicable laws, statutes, and regulations applicable to the installation, operation and maintenance of the Customer Equipment, as amended from time to time, including but not limited to, the *Safety Standards Act*, the *Electrical Safety Regulation*, the *Workers Compensation Act*, and the Occupational Health and Safety Regulation;
- (c) **“Contact Pole”** means a pole owned by FortisBC on which Customer Equipment is installed as of the date of this Agreement or later installed pursuant to the terms of this Agreement, whether a Distribution Contact Pole or a Transmission Contact Pole;
- (d) **“Contractor”** means a third-party contractor contracted by the Customer to carry out the Work or a portion of the Work on the Customer’s behalf;
- (e) **“Customer Equipment”** means the Customer’s street light equipment beyond the Point of Delivery including but not limited to the street light head, supply conductor, support arm, CSA disconnect fuse, and auxiliary equipment as identified in Schedule A;
- (f) **“Low Voltage Secondary Conductor”** means conductors carrying less than 750 volts;
- (g) **“Distribution Contact Pole”** means a Contact Pole on which the maximum voltage of an energized conductor does not exceed 35,000 volts. Specifically excluded from this definition are poles where a circuit energized at 35,000 volts or less has been underbuilt on a pole supporting a circuit energized in excess of 35,000 volts;
- (h) **“FortisBC’s System”** means the electrical distribution system owned and/or operated by FortisBC;
- (i) **“Good Utility Practice”** means any of the practices, methods and acts engaged in, or approved by, a significant portion of the electric utility industry 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 business 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 by electric utilities in the Province of British Columbia;

- (j) **"Point of Delivery"** means the point electricity is delivered from FortisBC's System to the Customer's Equipment;
- (k) **"Proposed Contact Pole"** means a contact pole owned by FortisBC, on which the Customer wishes to place new equipment or relocate existing Customer Equipment;
- (l) **"ROW"** means an easement, statutory right of way, or license of occupation granted to FortisBC allowing FortisBC to install, operate, maintain and access one or more Contact Poles and telecommunication equipment and which may include the right of FortisBC to allow its licensees to install, operate and access licensees' equipment on Contact Poles;
- (m) **"Transmission Contact Pole"** means a Contact Pole on which FortisBC supplies electricity at greater than 35,000 volts;
- (n) **"Schedule 50"** means the schedule attached as Schedule 50 to FortisBC's Electric Tariff, as amended, updated or renamed from time to time;
- (o) **"Work"** means the installation, operation, maintenance, removal, relocation, repair, and replacement of the Customer Equipment on a Contact Pole including the connection or disconnection of the Customer Equipment to or from the FortisBC System; and
- (p) **"Workplace"** means locations on the FortisBC's System and ROW in the City of Kelowna where and when the Customer or its employees, Contractor or agents are performing the Work.

## **2. SCOPE AND TERM OF AGREEMENT**

- 2.1. This Agreement is subject to the terms and conditions contained in FortisBC's Electric Tariff including Schedule 50. In the event of any conflict between this Agreement and FortisBC's Electric Tariff, FortisBC's Electric Tariff will govern.

This Agreement will remain in effect while (a) Customer Equipment is placed on a Contact Pole; and (b) the Customer receives service under Schedule 50.

## **3. STANDARDS FOR LIGHTING EQUIPMENT**

- 3.1. The Customer will ensure that the Customer Equipment installed on a Contact Pole complies with all Applicable Laws and the additional specifications set out in Schedule A. FortisBC may update these specifications from time to time as it, in its sole discretion, believes is advisable or in accordance with Good Utility Practice.
- 3.2. The Customer will ensure that the Customer Equipment installed on a Contact Pole is free from defects, and that the Customer Equipment will not damage or otherwise create a hazard to FortisBC's System.
- 3.3. FortisBC reserves the right to refuse the installation of any Customer Equipment to a Contact Pole if, in FortisBC's sole reasonable opinion, the Customer Equipment may damage or otherwise create a hazard to FortisBC's System.

## **4. CUSTOMER RESPONSIBILITIES AND CONTRACTOR QUALIFICATIONS**

- 4.1. The Customer will be responsible for carrying out the Work at its sole cost and expense.
- 4.2. The Customer will carry out the Work with due care, in a good and workmanlike manner, and consistent with Good Utility Practice.
- 4.3. The Customer will carry out the Work in compliance with all Applicable Laws, and represents and warrants that it is familiar with the requirements of all the Applicable Laws. The Customer will indemnify and hold harmless FortisBC, its directors, officers, employees, successors and assigns from and against any and all costs, liability (including claims, penalties, fines, and assessments) and legal costs and disbursements, which FortisBC may incur arising from the Customer's failure to abide by the Applicable Laws. This indemnity is in addition to and not in substitution for any other indemnities contained in this Agreement.

- 4.4. The Customer will carry out the Work in accordance with the safety standards in Schedule B and the Customer shall ensure that its Contractor is provided with these safety standards as well as the information known to FortisBC to identify and eliminate or control hazards to the health and safety of persons at the Workplace set out in Schedule B.
- 4.5. FortisBC, as owner of the Workplace for the purposes of Part 3 of the Workers Compensation Act ("Act") designates the Customer as the Prime Contractor of the multiple-employer Workplace, pursuant to section 118 of the Act, for the purposes of Part 3 of the Act and the Occupational Health and Safety Regulation ("Regulation") effective from February 15, 2018. The Customer agrees to its designation as Prime Contractor pursuant to section 118 of the Act and shall carry out the obligations, duties and responsibilities that are required of a prime contractor under the Act and Regulation. FortisBC may, in its sole discretion, terminate the Customer's designation as Prime Contractor at any time by giving written notice of such termination to the Customer. Customer may request FortisBC to designate the Customer's Contractor as Prime Contractor in which case FortisBC will terminate the Customer's designation upon the acceptance by the Customer's Contractor of such designation and its agreement to carry out the obligations, duties and responsibilities that are required of a prime contractor under the Act and Regulation. The form of such agreement is set out in Schedule E to this Agreement.
- 4.6. The Customer may contract the Work to a Contractor provided the contractor is listed on FortisBC's "Approved Contractor List" as updated from time to time. Neither the identification of a contractor on the Approved Contractor List nor any other FortisBC approval of a contractor will in any way relieve the Customer of its responsibilities as set out in this Agreement.
- 4.7. The Customer will be responsible for its Contractor in the same manner, to the same extent and to the same effect as if the Contractor were not used and the whole of the Work was performed solely by the Customer and its own forces.

## **5. WORKER QUALIFICATIONS**

- 5.1. The Customer will ensure that its personnel or any Contractor's personnel who carry out the Work:
- (a) have the requisite experience and skill to carry out the Work and are trained in the proper and safe attachment of lighting equipment on live electric utility poles; and
  - (b) have the additional qualifications listed in Schedule C.

**6. PLACEMENT OF CUSTOMER EQUIPMENT ON PROPOSED CONTACT POLES**

- 6.1. Prior to the installation or relocation of the Customer Equipment onto a Proposed Contact Pole, the Customer will submit an application to FortisBC in writing in the form of the "Pole Contact Notification/Application", attached as Schedule D and will include sufficient information to identify and reference the Proposed Contact Pole to the FortisBC mapping system. If approval has been given in accordance with the foregoing, FortisBC will acknowledge its approval in a timely manner, by returning a signed copy of the Pole Contact Notification/Application to the Customer. In providing its approval, FortisBC will be at liberty to specify the location where the Customer Equipment is to be installed on the Proposed Contact Pole, and the Customer must follow such directives.
- 6.2. Upon approval in accordance with section 6.1, the Customer may install or relocate the Customer Equipment onto the Proposed Contact Pole as directed by FortisBC and such installation or relocation will be noted in the adjusted inventory in accordance with section 8.2.
- 6.3. FortisBC may, in its sole discretion, deny the Customer's application to install the Customer Equipment on a Proposed Contact Pole. If the Customer's application is so denied, FortisBC will provide the Customer with its reasons for denying the application.
- 6.4. In addition to any remedies FortisBC may have for breach of this Agreement, if any Customer Equipment is installed or relocated contrary to the terms of this Agreement, including installed or relocated on a Proposed Contact Pole without FortisBC's consent pursuant to section 6.1, FortisBC may require the Customer, at its own expense, to forthwith:
  - (a) remove the Customer Equipment, or
  - (b) relocate the Customer Equipment to such space specified by FortisBC.
- 6.5. FortisBC makes no representations or warranties with respect to the condition of the Contact Poles or their suitability for the Customer's intended use. The Licensee is solely responsible to make a careful examination of the Contact Poles and satisfy itself, at its own risk and expense, as to all matters relating to its use of the Contact Poles, including its suitability for the Customer's intended use. The Customer accepts the Contact Poles on an as-is basis, and FortisBC is under no obligation to maintain the Contact Poles for the Customer's intended use.

- 6.6. Nothing contained in this Agreement will be construed to require FortisBC to construct, retain, extend, place or maintain a Contact Pole for the Customer's benefit which are not otherwise needed for FortisBC's own service requirements.

7. **OWNERSHIP OF CUSTOMER EQUIPMENT AND CONTACT POLES**The Customer Equipment will remain at all times the property of Customer notwithstanding any attachment or affixation to the Contact Pole. The use of space on a Contact Pole by the Customer does not include or imply a transfer of any right, title or interest in or to the Contact Pole other than the rights granted to Customer under this Agreement.

8. **INVENTORY AND ADMINISTRATION OF CONTACT POLES**

8.1. **Voluntary Removal**

- (a) The Customer may abandon its use of a Contact Pole without prior notice to FortisBC by removing the Customer Equipment from the Contact Pole at the Customer's sole expense.
- (b) After removing the Customer Equipment from a Contact Pole, the Customer will report to FortisBC that it has abandoned a Contact Pole by using a Pole Contact Notification/Application form in accordance with the reporting procedure in section 6.1 and FortisBC will acknowledge receipt of the form and return a signed copy of the form to the Customer.

8.2. **Inventories**

- (a) On a monthly basis, the Customer will provide FortisBC with an updated list of changes occurring to the Customer Equipment from the previous month, including additions, removals, or relocations.
- (b) Each calendar year, FortisBC will provide the Customer with an adjusted count of the Contact Poles as of December 31 of the previous calendar year (the "**Adjusted Count**") reflecting the changes in the Contact Poles during the previous year.
- (c) If Customer in good faith disputes FortisBC's Adjusted Count as set out in this annual statement, the parties will jointly perform an inventory of the Contact Poles by June 30<sup>th</sup> of the calendar year following the calendar year in question. Each party hereto will bear its own costs of conducting such inventory. The results of such joint inventory will determine the number of Contact Poles and will be binding on the parties hereto.

## **9. EASEMENTS AND RIGHTS-OF-WAY**

- 9.1. For the term of this Agreement, and subject to the provisions of this Agreement, FortisBC hereby grants the Customer, its employees, Contractors and agents the right to use and access the Contact Pole for the purposes of carrying out the Work and to do all acts and exercise all rights granted to Customer in this Agreement to the extent permitted by the ROW held by FortisBC.
- 9.2. At the time the Customer applies to FortisBC to attach the Customer Equipment to a Proposed Contact Pole, the Customer will advise FortisBC whether FortisBC's ROW includes the right by a third party to use and access the Contact Pole for the purposes of carrying out the Work. FortisBC will be entitled to rely on such representation by the Customer when determining whether FortisBC will allow the Customer to attach the Customer Equipment to such pole, however, FortisBC, may, at its option and at the Customer's sole cost, undertake its own review of FortisBC's land rights. If FortisBC's ROW does not include the right by a third party to use the Contact Pole for the purposes of carrying out the Works, FortisBC will use reasonable efforts to obtain such rights. Any costs reasonably incurred by FortisBC to obtain such rights or amendments to its ROW in favour of the Customer, will be the Customer's responsibility subject to the Customer first approving in writing FortisBC's estimate of the costs for the same.
- 9.3. At any time during the term of the Agreement, and regardless of whether the Customer Equipment is already attached to a Contact Pole with FortisBC's consent, if FortisBC is unable to obtain an easement, right-of-way, or permit which grants to the Customer the necessary rights to use or access such Contact Pole as contemplated by this Agreement, the Customer will be responsible for obtaining its own easement, right-of-way or permit for use of or access to the Contact Pole. In such cases, FortisBC will cooperate with the Customer in good faith and provide the Customer with reasonable assistance in obtaining the Customer's own right of way and hereby consents to the Customer's use of such right of way for the purposes set out in this Agreement.

## **10. RELOCATION, REPLACEMENT AND REPAIR OF CONTACT POLES**

- 10.1. In any case deemed by FortisBC to constitute an imminent or immediate emergency or substantial threat or danger to human life, the environment, or real or personal property, FortisBC may relocate or remove the Customer's Equipment upon notice to the Customer's emergency contact, and the Customer will, on demand, reimburse FortisBC for any expense hereby incurred.
- 10.2. If FortisBC believes that either FortisBC or the Customer does not have adequate rights under a ROW to allow either FortisBC or Customer to locate, use



or access a Contact Pole as the case may be, FortisBC, in its sole discretion, may give the Customer a minimum of 30 days' written notice to remove the Customer Equipment from the Contact Pole, or as much additional notice as the circumstances warrant. If such Customer Equipment has not been removed by the date stated in FortisBC's notice, FortisBC may remove the Customer Equipment and bill the Customer for the costs that are reasonably incurred by FortisBC in removing the Customer Equipment, plus a premium of 15%.

- 10.3. FortisBC may require the Customer to remove the Customer Equipment from any one or more, up to and including all, Contact Pole(s) for safety reasons including but not limited to breach of this Agreement by the Customer, or if FortisBC requires the replacement or relocation of such Contact Pole(s) for the operation of FortisBC's System in accordance with Good Utility Practice. FortisBC will give the Customer a minimum of 90 days' written notice to remove the Customer Equipment from the Contact Pole(s), or as much additional notice as the circumstances warrant, in FortisBC's reasonable opinion. If such equipment has not been removed by the date stated in FortisBC's notice, FortisBC may remove the Customer Equipment and bill the Customer for the costs that are reasonably incurred by FortisBC in removing the Customer Equipment, plus a premium of 15%.
- 10.4. If the Customer's employees, contractors or agents damage the equipment or structures of FortisBC, the Customer will immediately report the damage to FortisBC. If the Customer damages FortisBC's System by an act of one of its employees, contractors or agents, the Customer will reimburse FortisBC for the costs of repair reasonably incurred, but when acting in compliance with the requirements of this Agreement, Customer will not be responsible for lost revenue or any other indirect losses that may be incurred by FortisBC.
- 10.5. If FortisBC damages Customer Equipment by an act or omission of one of its employees, contractors or agents, FortisBC will reimburse Customer for the costs of repair reasonably incurred, but FortisBC will not be responsible for lost revenue or any other indirect losses that may be incurred by Customer.
- 10.6. If damage is caused to a Contact Pole by the action or omission of a third party other than a party carrying out the Work on behalf of the Customer, the costs of repairing the Contact Pole will be borne by FortisBC, and the costs of repairing the Customer Equipment shall be borne by the Customer.

## **11. EXPROPRIATION BY PUBLIC AUTHORITY**

- 11.1. If a Contact Pole is expropriated through any act or omission of a public authority of competent jurisdiction or if because of an order of a court of competent

jurisdiction either party is prevented from using a Contact Pole as contemplated by this Agreement, each party will bear its own losses and costs which result from the prevention. Nonetheless, FortisBC will use reasonable efforts to claim from such third party the Customer's costs to carry out such relocation and FortisBC will pay to the Customer a share of the monies paid by any third party to FortisBC in respect of such costs reasonably proportionate to the value of the Customer Equipment affected by the expropriation in relation to the value of the portion of FortisBC's System affected by the expropriation, net of FortisBC's legal expenses.

## **12. INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

- 12.1. Except for as provided by section 10.4 and 10.5, the Customer agrees that FortisBC, its affiliates, officers, directors or employees, either jointly or severally, will not be liable for any claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses arising directly or indirectly from the Work (together the "**Claims**") except to the extent the Claims are a direct result of FortisBC's breach of this Agreement, or the negligence or willful misconduct of FortisBC or those whom FortisBC is responsible at law. This section will survive the termination of this Agreement.
- 12.2. The Customer will indemnify and save harmless FortisBC, its affiliates, officers, directors or employees, either jointly or severally from and against any claim, action, liability, damage, cost and expense that FortisBC may suffer, incur or be put to arising directly or indirectly from the Work and any breach by the Customer of any of its obligations under this Agreement. In no event will the Customer be liable to FortisBC for FortisBC's indirect, special or consequential loss, damage, cost or expense whatsoever, whether based on breach of contract, negligence, strict liability or otherwise, including, without limitation, business interruption losses, lost profits or revenues, or cost of lost opportunities.
- 12.3. FortisBC will indemnify and save harmless the Customer, its elected officials, officers, employees, permitted contractors, successors and assigns, either jointly or severally from and against any claim, action, liability, damage, cost and expense that those persons may suffer, incur or be put to arising directly or indirectly from breaches by FortisBC of any of its obligations under sections 8.2, 9.2, 9.3, 11.1 and 13.1 of this Agreement. In no event shall FortisBC be liable to the Customer for the Customer's indirect, special or consequential loss, damage, cost or expense whatsoever, whether based on breach of contract, negligence, strict liability or otherwise, including, without limitation, business interruption losses, lost profits or revenues, or cost of lost opportunities. This section will survive the termination of this Agreement.

- 12.4. During the term of this Agreement, the Customer will maintain or will cause its Contractors to maintain comprehensive general liability insurance in an amount of not less than \$5,000,000 (or such other amount as FortisBC may from time to time reasonably require) per occurrence protecting FortisBC against any claims arising directly or indirectly out of the use of the Contact Poles by the Customer and the installation, operation, and maintenance of the Customer Equipment on the Contact Poles under this Agreement. FortisBC will be named an additional insured and the policy will contain a standard cross-liability clause. The policy will provide that the insurance will not be cancelled, reduced, restricted or changed in any way without the insurer giving at least 30 days' notice in writing to FortisBC. The Customer will provide FortisBC with proof of all required insurance upon request.

### **13. REMOVAL OF EQUIPMENT**

#### **13.1. Upon termination of this Agreement:**

- (a) The Customer will be entitled to remove the Customer Equipment in accordance with section 6 hereof;
- (b) FortisBC may require the Customer to remove the Customer Equipment from the Contact Poles by written notice to the Customer and if the Customer does not remove the Customer Equipment from the Contact Poles by the date specified in such notice, which shall be no less than 60 days from the date of the notice, FortisBC at its option may:
  - i) remove and dispose of the Customer Equipment from the Contact Pole and invoice Customer for FortisBC's reasonable costs to remove and dispose of the Customer Equipment plus a premium of 15% or;
  - ii) elect to take title of the Customer Equipment itself.

### **14. FURTHER ASSURANCES**

Each of the parties will, from time to time and at all times hereafter, upon every reasonable written request so to do, make, do, execute and deliver, or cause to be made, done, executed and delivered all further acts, deeds, assurances and things as may be necessary in the opinion of the other party to give effect to the intent of this Agreement.

**15. NON WAIVER OF RIGHTS**

The failure of either party to pursue any remedy resulting from a breach of this Agreement by the other party will not be construed as a waiver of that breach by that party or any other party, or as a waiver of any subsequent or other breach.

**16. ENTIRE AGREEMENT**

This Agreement is intended to set out certain design, installation, safety, and operational requirements with respect to the Customer Equipment installed on the Contact Poles. This Agreement does not contain the entire agreement between the parties with respect to the Customer Equipment installed on the Contact Poles. FortisBC's Electrical Tariffs also apply, as will any additional terms and conditions later agreed to in writing by the parties and accepted by the BC Utilities Commission if required pursuant to the *Utilities Commission Act*.

**17. ASSIGNMENT**

The Customer will not assign all or any part of this Agreement without the prior written consent of FortisBC, which consent shall not be unreasonably withheld or delayed.


**18. ENUREMENT**

This Agreement will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed under seal.

**FORTISBC INC.**

**CITY OF KELOWNA**

Per:   
Authorized Signatory  
Name: *Tom HARRISON*  
Title: *OPERATIONS MANAGER*

Per: \_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

### Schedule A – Lighting Equipment Specifications

Lighting equipment and related standards may change from time to time. The latest catalog and specifications is attached, though note that it may be outdated during the life of this Agreement. A current selection will be provided to the Customer from FortisBC's design representative, when new lighting attachments are requested or from FortisBC's Standards department when changes are made in fixtures, equipment or technology.

COK Final Design	TOTAL	FortisBC	COK
Product ID No.	Quantity	Quantity	Quantity
31W_ERL1 0 04 B3 30 A GRAY I L R	3644	1535	2109
31W_ERL1 0 04 C3 30 A GRAY I L R	553	190	363
	<b>4197</b>	<b>1725</b>	<b>2472</b>
39W_ERL1 0 05 B3 30 A GRAY I L R	1109	557	552
39W_ERL1 0 05 C3 30 A GRAY I L R	217	98	119
	<b>1326</b>	<b>655</b>	<b>671</b>
47W_ERL1 0 06 B3 30 A GRAY I L R	269	83	186
47W_ERL1 0 06 C3 30 A GRAY I L R	180	71	109
	<b>449</b>	<b>154</b>	<b>295</b>
71W_ERL1 0 08 B3 30 A GRAY I L R	1297	452	845
71W_ERL1 0 08 C3 30 A GRAY I L R	143	37	106
	<b>1440</b>	<b>489</b>	<b>951</b>
97W_ERL1 0 10 B3 30 A GRAY I L R	1730	460	1270
97W_ERL1 0 10 C3 30 A GRAY I L R	222	61	161
	<b>1952</b>	<b>521</b>	<b>1431</b>
136W_ERLH 0 15 B3 30 A GRAY I L R	480	127	353
136W_ERLH 0 15 C3 30 A GRAY I L R	832	190	642
	<b>1312</b>	<b>317</b>	<b>995</b>
<b>Total</b>	<b>10676</b>	<b>3861</b>	<b>6815</b>

## Schedule B - Safety Standards and Disclosure of Hazards

1. All Work will be carried out from an aerial device meeting Applicable Laws, including Section 19 of the Occupational Health and Safety Regulations, which at present require a minimum test of 46KV. A worker may not climb a Contact Pole.
2. Before commencing Work, each worker shall visually inspect the Contact Pole, the conductors and any apparatus mounted on the pole for hazards. If the worker finds any hazards or the Contact Pole or any of the conductors or apparatus appear unsafe, the worker shall contact FortisBC immediately and shall not commence Work.
3. In addition, before commencing Work, each worker shall make a site safe work plan, namely each worker shall assess the Workplace, review the job steps required to carry out the Work in relation to the Workplace, identify the major hazards of the Work and Workplace and shall implement controls and/or barriers to eliminate or control hazards to the health and safety of persons at the Workplace. The major hazards of the Workplace include:

Gravity	Electrical	Mechanical/Excavation	Kinetic Vehicular	Chemical
Falling from heights	<ul style="list-style-type: none"> <li>• Live apparatus identified</li> <li>• Induction/backfeed</li> <li>• Static charge</li> <li>• Ground gradients</li> <li>• Flash potential</li> <li>• Buried conductors</li> <li>• Step potential</li> </ul>	<ul style="list-style-type: none"> <li>• Equipment failure</li> <li>• Flying objects</li> <li>• Tension loads</li> <li>• Moving parts</li> <li>• Pinch points</li> <li>• Heat</li> <li>• Pressurized systems</li> <li>• Brittle conductor</li> <li>• Excavation</li> <li>• Chainsaw</li> </ul>	<ul style="list-style-type: none"> <li>• Driving conditions</li> <li>• Moving loads</li> <li>• Vehicular stability</li> <li>• Vehicular conditions</li> <li>• Traffic conditions</li> </ul>	<ul style="list-style-type: none"> <li>• Flammable explosive</li> </ul>
Falling objects				
Working over water				
Caving trenches				
Rigging				

4. No Work will be performed above the height of a Low Voltage Secondary Conductor on a Contact Pole.
5. Workers will be mindful that there are multiple distribution and transmission voltages within FortisBC's System. Workers will pay close attention what voltage workers are connecting to and identify these voltages prior to commencing Work on a Contact Pole. Workers shall use electrical testing equipment specified

under Section 19 of the Occupational Health and Safety Regulation, as amended from time to time.

6. Workers will maintain the limits of approach, as required by Section 19 of the Occupational Health and Safety Regulation, as amended from time to time.
7. All connections to the FortisBC System will be carried out using FortisBC-approved tools and connectors (this may require a hands on demonstration and be subject to periodic audits to ensure compliance)
8. Workers shall not carry out Work on FortisBC's System while work is being carried out by other workers on or in the Workplace or adjacent to the Workplace.

### **Schedule C – Worker Qualifications**

All workers carrying out the Work must

1. be qualified to carry out the Work in accordance with Applicable Laws; and
2. be Red Seal Certified as an electrician or power line technician.



## **Schedule D - Pole Contact Notification/Application**

# FortisBC pole contact notification/application

## Requestor information

Email address

☐ Telus:

☐ Shaw:

☐ Eastlink:

☐ FortisBC:

☐ Other:

Civic address or equivalent

Requestor name

Email

Phone number

Date (Yr/Mth/Day)

File or WO number

FortisBC reference number



FortisBC sup number

**NOTE:** Applicant confirms that ROWs are acceptable for requested pole contact application.

Pole ID numbers

Description -Framing Standards (spacing)

Comments: Clearances/Photos attached etc.

**Sketch:** Show Contacts Made as:  PP / C / D / T      Contacts Removed as:  PP / C / D / T

Show PP (Private Property)


Show C (Clearance)

Show D (Distribution)

Show T (Transmission)



SEE ATTACHED PLAN

Show Any Other Poles as: 

**Note: Clearance Contacts as per the relevant agreements do not require advance approval.**

**Note: A private property pole is one installed on private property after 1996 for serving a single customer where FBC may / may not have a ROW (applicable to Distribution poles for Telus only)**

Permission granted for above application

Name (please print)

Signature

Date (Yr/Mth/Day)

Name (please print)

Signature

Date (Yr/Mth/Day)

## FortisBC Internal Use

Send signed copy to Requesting Party/FBC As Built (include maps)/ JU Admin

☐ Telus: kelowna.engineering@telus.com

☐ FortisBC As Built

☐ FortisBC JU Admin: FBCJointUseAdministrator@fortisbc.com

☐ Eastlink: western-planning@personainc.ca

☐ Telus: karen.cribbes@sjrb.ca

## Schedule E – Prime Contractor Agreement

### Prime Contractor Agreement

WHEREAS the City has engaged the Contractor to install, maintain, remove or repair the City's street light including the connection or disconnection of the City's street lights to or from the FortisBC system (the "Work");

AND FortisBC, as owner of the "workplace" as defined in Part 3 of the *Workers Compensation Act*, RSBC 1996, c. 492 (the "Act") has designated the City as the "prime contractor" under the Act in respect of locations on the FortisBC's system and FortisBC's rights of way in the City of Kelowna where and when the City or its employees, Contractor or agents are performing the Work (the "Workplace");

AND FortisBC may designate the City's contractor as the "prime contractor" in respect of the Workplace upon the City's contractor's agreement to accept such designation.

NOW THEREFORE, the parties agree as follows:

1. The Contractor hereby agrees, pursuant to Section 118(1) of the Act, to be the prime contractor for the purpose of carrying out the obligations set out in section 118(2) of the Act in respect of the Workplace, which reads as follows:

- (2) The prime contractor of a multiple-employer workplace must

- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and

- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect of the workplace.

2. FortisBC terminates the City's designation as prime contractor in respect of the Workplace.

**[insert name]** (the "Contractor")  
by its authorized signatories:

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Name:

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Name:

**FortisBC Inc. (FortisBC)**  
by its authorized signatories

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**City of Kelowna (the "City")**  
by its authorized signatories

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Clerk: