

This Agreement made in duplicate this 4th day of May, 1992

BETWEEN:

Corporation of the Town of Pelham
(hereinafter called the "Applicant")

- and -

ONTARIO HYDRO , a Corporation continued under
the Power Corporation Act, R.S.O., 1990, c. P.18
(hereinafter called "Ontario Hydro" or "Hydro")

WHEREAS the Applicant has agreed to participate
in the Street-Smart Lighting Program on the terms and
subject to the conditions set forth in this Agreement;

NOW THEREFORE and in consideration of the
premises and of the mutual covenants hereinafter set forth
and subject to the provisions of the Power Corporation
Act, R.S.O. 1990, c. P.18, and the Regulations
thereto, the parties mutually agree as follows:

Article 1 - Applicant's Responsibilities

1.1 The Applicant agrees to convert all of its
qualifying street lights by December 31, 1994 in
accordance with the plan of Work set out in Schedule "A"
attached hereto and forming part of this Agreement (the
"Work"). In particular, the Applicant agrees to carry out
the first phase of the Work as described in the copy of
the application therefor attached hereto as Schedule "B"

and forming part of this agreement. The Applicant further agrees to carry out further phases of the Work in accordance with additional applications for such additional phases of the Work as may be approved by Ontario Hydro from time to time. Such additional application for further phases of Work as approved by Ontario Hydro from time to time hereto shall be deemed to be further Schedules to this Agreement without further action by the Parties.

1.2 The Applicant shall notify Ontario Hydro of any significant changes in the Work and Ontario Hydro may concur with such changes or may elect to terminate this Agreement in accordance with Article 12 herein.

1.3 The Applicant may sub-contract all or part of the Work to a contractor approved by Ontario Hydro.

1.4 The Applicant shall convert all of it's qualifying street lights by December 31, 1994, in accordance with the plan of Work contained in Schedule "A" and time shall be of the essence.

Article 2 - Applicant's Warranties

2.1 (a) For the purposes of this Agreement, the term "municipality" means the corporation of a county, city, town, village, township or improvement district and includes a local board thereof and a commission or other local

authority exercising any power with respect to municipal affairs or purposes in an unorganized township or unsurveyed territory;

- (b) The Applicant represents and warrants that it is a municipality within the meaning of "municipality" as defined herein and has the corporate power and authority to enter into and perform its obligations under this Agreement;
- (c) The Applicant represents and warrants that it has entered into a contract for the supply of power with Ontario Hydro or a municipal electric utility having jurisdiction in the municipality.
- (d) The Applicant represents and warrants that it is the owner of the equipment and the lights which are the subject matter of the Work.

- 2.2 (a) The Applicant agrees that all the Work to which this Agreement applies shall be performed in a good and workmanlike manner and shall be carried out in accordance with all the applicable laws and regulations of Canada and the Province of Ontario and by-laws of the municipality within which the Work is to be performed, including carrying out the Work in a manner and to a standard which gives due regard to the environment, storage and transportation of dangerous goods, employee and public safety.

- (b) The Applicant has obtained all licences, permits and approvals from any and all governments, governmental commissions, boards or other agencies required in respect of its operations.

2.3 The Applicant agrees that it will remove and destroy all existing lights and fixtures or parts thereof which are removed as a result of performing the Work. The Applicant further agrees to provide evidence satisfactory to Ontario Hydro, that all such lights and fixtures have been removed, disposed of or destroyed in accordance with all applicable regulations including Director's instructions received from the Ministry of Environment from time to time.

2.4 Without limiting the generality of the foregoing, the Applicant agrees that it will handle all ballasts, containers and other receptacles containing PCBs according to the Ministry of Environment's standards, regulations, guidelines and procedures, as amended from time to time, and in particular Regulation 309 of the Environmental Protection Act, R.S.O., 1990, c. E.19. The Applicant further represents and warrants that it is in compliance with section 6 of O. Reg. 11/82, and in accordance with written Director's instructions received from the Ministry of Environment from time to time.

2.5 The Applicant represents and warrants that it possesses all environmental licences, permits and other documents necessary to perform the Work, including,

without limitation, operations at its disposal site. The Applicant is not aware of any release of any hazardous substance or contaminant into the environment from or the deposit or disposal of any hazardous substance or contaminant on the property owned or leased by the Applicant and used as a disposal site.

2.6 The Applicant acknowledges that those of its employees having responsibility for management of waste and the employees of its contractors carrying out the Work have read the Guidelines for the management of wastes containing Polychlorinated Biphenyls (PCB's) published by Environment Canada dated September 1989 and revised from time to time.

2.7 In the event that Ontario Hydro agrees to store PCB's for the Applicant, the Applicant shall enter into a separate agreement with Ontario Hydro.

Article 3 - Ontario Hydro Responsibility

3.1 Subject to Article 12, Ontario Hydro shall pay the Applicant in accordance with Article 4 hereof.

3.2 Ontario Hydro may in its sole discretion supply the Applicant with general guidance and advisory services related to the performance of the Work under this Agreement provided, however, Ontario Hydro shall have no responsibility or liability for such advice and assistance.

3.3 Ontario Hydro will undertake to promote the improvements resulting from the Work to other municipalities and townships in Ontario.

Article 4 - Costs and Payments

4.1 Prior to the performance of the Work or if the Work is to be carried out in phases, the performance of each phase, the parties shall agree on the total cost to carry out the Work or such phase. Ontario Hydro shall reimburse the Applicant for 25% of the total cost to carry out the Work or if the Work is being carried out in phases 25 percent of the total cost of each phase (the "Incentive"). The cost of the Work or any phase thereof includes the Capital Cost, both direct and indirect, of installing qualifying fixtures, lamps, wiring, fuses, cross arms and brackets, and including labour with associated overheads, PCB storage, and related equipment costs but not including the cost of any poles. Provincial Sales Tax and that portion of the Goods and Services Tax (GST) not reimbursed to the Applicant from Revenue Canada is also included. Subject to Articles 1, 4.2 and 12, Ontario Hydro shall pay the Applicant the amount described herein in a series of progress payments as follows:

- (i) twenty-five percent (25%) of the applicable Incentive on execution of this Agreement by the parties hereto, and

- (ii) seventy-five percent (75%) of the Incentive upon completion of the Work or of the work associated with each phase and a proof of expenditures certified by the Applicant with all invoices attached acceptable to Ontario Hydro.

Upon the expiry or termination of this Agreement, Ontario Hydro shall do a reconciliation to ensure that the sum of the Incentives paid for individual phases does not exceed 25 percent of the total cost to carry out the Plan of Work. Accordingly, the Applicant shall forthwith reimburse Ontario Hydro for any overpayment.

4.2 If the Applicant prefers to receive the Incentive by way of a loan in accordance with Ontario Hydro's Business Finance Plan, subject to Articles 1, 4.1 and 12, Ontario Hydro shall pay the bank, on behalf of the Applicant, the interest portion of the monthly loan payments associated with the loan made between the Applicant and a duly qualified chartered Bank in Canada such that the aggregate present value of the interest portion paid by Ontario Hydro over the term of the loan shall equal the approved amount of the Incentive.

4.3 Upon non-completion of the Work or in the event that the Work is abandoned for any reason prior to completion, any payment made by Ontario Hydro in excess of

the proportion of Work completed shall be reimbursed immediately to Ontario Hydro by the Applicant together with interest in accordance with Section 9.

Article 5 - Publicity

5.1 Any report, announcement, brochure, audio visual material or other public communication or publication relating to this Agreement or the Work shall be first approved by Ontario Hydro and shall reflect the participation of Ontario Hydro in the Work.

5.2 Any report, announcement, brochure, or other public announcement of the Work by the Applicant within five (5) years of the expiry or termination of this Agreement shall acknowledge the contribution of Ontario Hydro. This provision shall survive any such expiry or termination.

5.3 Ontario Hydro reserves the right to publish brochures and other material related to the Work and results achieved upon notice to the Applicant.

5.4 In the event of any sign erected at or near the location of the Work, the Applicant shall acknowledge the contribution of Ontario Hydro.

Article 6 - Independent Applicant

6.1 The Applicant shall conduct its own business and maintain its status as an independent contractor. This Agreement does not create an employer-employee relationship, nor any agency, joint venture or partnership relationship between Ontario Hydro and the Applicant.

Article 7 - Qualified Contractors

7.1 The Applicant shall engage only qualified contractors to perform the Work. The Applicant shall ensure that the contractor is responsible, in addition to any other terms in any agreement with the contractor for the safety of its employees in accordance with the Occupational Health and Safety Act, R.S.O., 1990, c. O.1.

7.2 Any contractor engaged by the Applicant shall ensure that for that portion of the Work which is performed within ten feet or three metres of a live electrical distribution or transmission line or associated apparatus that:

- (a) each work crew shall have at least two persons;
- (b) one person in the crew shall have valid "powerline maintainer certificate qualifications" issued by the Ministry of Colleges and Universities;

- (c) at a minimum, the second person shall have completed the powerline maintainer indoctrination course.

7.3 Employees of the contractor shall be trained on traffic control as outlined in the Traffic Control Manual from Roadway Work Operations published by the Ontario Ministry of Transportation and Communications as revised from time to time but all in accordance with any amendments with Provincial or Federal laws, rules, regulations or specifications.

7.4 Employees of the contractor shall be knowledgeable in the handling of PCB ballasts and other hazardous materials necessary to perform the Work, all in accordance with applicable legislation, and in particular the Environmental Protection Act, R.S.O., 1990, c. E.19, including any Director's written instructions issued from time to time pursuant to Section 6 of Ontario Regulation 11/82.

Article 8 - Security

8.1 Ontario Hydro shall be entitled to request security for repayment of any portion of the incentive or the total amount thereof, which security may take the form of a letter of credit acceptable to Counsel for Ontario Hydro.

Article 9 - Default

9.1 For the purposes of this Agreement, it is understood and agreed that Ontario Hydro is contributing to the Work on the understanding that the Applicant will convert all of its street lights by December 31, 1994. Accordingly, the Applicant shall be in default of this Agreement if it ceases or threatens to cease converting, operating and maintaining its street lights or to carry on its business in the ordinary course or if it is bankrupt or insolvent. In the event of a default under this Agreement, Ontario Hydro shall be entitled to immediately terminate this Agreement and be reimbursed the sums paid by Ontario Hydro in accordance with Article 4 plus interest at the Bank of Montreal's prime rate of interest compounded semi-annually. The termination of this Agreement will not relieve the Applicant from any liability that it may have to Ontario Hydro as a result of any event or breach giving rise to termination.

Article 10 - Limitation of Liability, Indemnification and Insurance

10.1 In no event shall Ontario Hydro be liable for any bodily injury, death or property damage to the Applicant, its employees, agents or sub-contractors or for any claim, demand or action by any third party against the Applicant, its employees, agents or sub-contractors arising out of or in any way related to this Agreement or the Work, unless the same is caused by the negligence

of an employee or agent of Ontario Hydro while acting within the scope of his or her respective employment.

10.2 In no event shall Ontario Hydro be liable for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit of the Applicant, its employees, agents or sub-contractors, arising out of or in any way related to this Agreement or the Work.

10.3 The Applicant shall indemnify and save harmless Ontario Hydro and its representatives against any and all liability for death of or injury to persons and/or damage to or destruction of property occasioned wholly or in part by any act or omission of the Applicant, its contractors, agents or employees, including any and all expenses, legal or otherwise (including court costs and reasonable lawyers' fees), incurred in the defence of any such claim or suit insofar as it may arise from carrying out of the Work contemplated by this Agreement and in particular the Applicant shall indemnify and save harmless Ontario Hydro and its representatives from any and all liability referred to above in respect of Ontario Hydro-owned poles and other equipment.

10.4 The Applicant warrants that the Work will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party and indemnifies Ontario Hydro in the event of any such infringement or violation.

10.5 The Applicant shall maintain and shall cause any contractors to maintain comprehensive general liability and automobile liability insurance (owned and non-owned or hired units) each subject to limits of not less than \$1 million inclusive per occurrence and shall, upon the request of Ontario Hydro, forthwith deliver a certified copy of said insurance coverage to Ontario Hydro.

Article 11 - Term

11.1 This Agreement shall extend from the date above first written until December 31, 1994 or the date of completion of the Plan of Work, whichever is earlier.

11.2 If there is a delay which threatens the completion of the Work as set out in Schedule "A", the Applicant shall provide prompt written notice to Ontario Hydro. On receiving notice of such a delay, Ontario Hydro shall provide written approval of a reasonable extension of the completion dates.

Article 12 - Termination

12.1 Subject to Article 9, Ontario Hydro may terminate this Agreement upon thirty days' written notice to the Applicant if the Applicant is in default of or in breach of this Agreement.

12.2 In the event of bankruptcy or insolvency of the Applicant during the term of this Agreement, Ontario Hydro

is under no further obligation to provide financial assistance under the terms of this Agreement and may, without notice to the Applicant, terminate this Agreement.

12.3 Upon early termination of this Agreement, any and all financial assistance proportionate to the non-completed Work provided by Ontario Hydro becomes forthwith due and repayable by the Applicant.

Article 13 - Personnel

13.1 The Applicant shall not assign this Agreement or engage contractors or sub-contractors other than those which can satisfy the requirements of Article 7 without the prior written consent of Ontario Hydro. No assignment or sub-contract shall relieve the Applicant from any obligations under this Agreement or impose any liability upon Ontario Hydro to any assignee or other person.

Article 14 - Notices

14.1 Legal notices to Ontario Hydro required under this Agreement shall be in writing and forwarded to:

L.E. Leonoff
General Counsel and Secretary
Ontario Hydro
700 University Avenue (H19-F27)
Toronto, Ontario M5G 1X6

14.2 All other communications to Ontario Hydro shall be forwarded to:

Manager, Commercial Programs Department
Streetlighting Conversion Program
c/o Energy Management and Corporate Relations
Branch
Ontario Hydro
700 University Avenue (C26 A6)
Toronto, Ontario M5G 1X6

14.3 Notices to the Applicant under this Agreement shall be in writing and forwarded to:

Engineering Technologist
Corporation of the Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, Ontario L0S 1E0

The designation of the person to be so notified or the address of such person may be changed at any time by either party by written notice.

Article 15 - Inspection

15.1 Ontario Hydro and its representatives shall be entitled to review, during normal business hours, all results of the Work and all records, documents, reports, accounts or other materials of the Applicant relating to the Work.

15.2 With the exception of inspections pursuant to the Electrical Safety Code, it is understood and agreed that any inspections of the Work by Ontario Hydro are strictly limited to verifying that the Work qualifies for

an Incentive and does not in any way imply or warrant performance which is a matter between the Applicant and its contractors.

Article 16 - No Waiver

16.1 The failure of any party to enforce the provisions hereof shall not be construed to be a waiver of such provisions or the right of such party thereafter to enforce each and every such provision. Waiver of any breach shall not be deemed a waiver of any other breach, even if similar in nature.

Article 17 - Tax Liability

17.1 Ontario Hydro shall not be responsible for any tax liability imposed on the Applicant as a result of receipt of the Incentive(s).

Article 18 - Equipment

18.1 When purchasing equipment or services for the purpose of this Agreement, the Applicant agrees to give preference to Canadian companies where all other factors are equal.

18.2 Any equipment or services supplied to the Applicant for the purposes of this Agreement will be supplied by a supplier at arm's length from Ontario Hydro and the Applicant.

Article 19 - Entirety

19.1 This Agreement and the schedules hereto attached constitute the entire agreement between the parties and supersedes any previous agreements and understandings related to the Work. This Agreement may not be altered, amended or modified except by a written instrument signed by the duly authorized representatives of the parties.

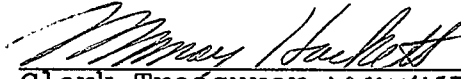
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year written above.

ONTARIO HYDRO

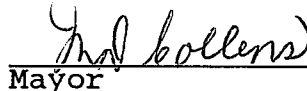


Acting Manager
Commercial Programs Department

Corporation of the Town of
Pelham



Clerk-Treasurer ADMINISTRATOR



Mayor

SCHEDULE A

STREET-SMART LIGHTING PROGRAM

WORK PLAN SUMMARY

Municipality: Corporation of the Town of Pelham

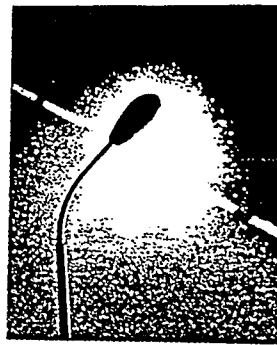
Total Lights to be Converted

Incandescent:	0
Mercury Vapour:	734
Fluorescent:	0
High Pressure Sodium:	0
Low Pressure Sodium:	0
TOTAL:	734



PROJECT PHASES

	LIGHTS	ESTIMATES if available	TIME	
			START	END
PHASE I	245	\$ 61,631.50	05/92	11/92
PHASE II	245	60,572.25	1993	1993
PHASE III	244	61,905.00	1994	1994
TOTAL	734	\$ 184,108.75		
	+ 42.86% GST	\$ 5,523.63		
TOTAL		<u>\$ 189,632.38</u>		



Street-Smart Lighting

A Provincial Incentive Program Offered By Ontario Hydro

1.0 Program Terms:

- ▶ This program is open to all Ontario municipalities and townships, including unorganized townships or unsurveyed territory.
- ▶ Under this program, Ontario Hydro provides financial assistance for the conversion of 100% of a municipality's streetlighting system to a HIGH-EFFICIENCY SYSTEM.
- ▶ The amount of assistance provided is equal to 25% of the Total Project Cost, as defined below. It can be taken as either:
 - 1/ A CASH GRANT $\frac{1}{4}$ paid upon approval of the project by Ontario Hydro and the remainder when the work is completed and the contractor's invoice is submitted.
 - 2/ AN INTEREST-FREE LOAN under the terms of Ontario Hydro's ENERMARK BUSINESS FINANCE PLAN. To apply, complete the attached Finance Plan application form.
 - 3/ A LOW-INTEREST LOAN under the terms of Ontario Hydro's ENERMARK BUSINESS FINANCE PLAN. To apply, complete the attached Finance Plan application form.
- ▶ A municipality has four years ending December, 1994 to apply and complete the streetlighting conversion. The conversion can be staged over this period into separate work segments. Each work segment must be completed within approximately eight months of its start date.
- ▶ Total project cost includes the cost of lights, fixtures, wiring, fuses, arms, brackets, labour, PCB storage, and other ancillary costs. It does not include the cost of poles and the Goods and Services Tax.
- ▶ A complete INVENTORY of the current lighting system and a DETAILED WORK PLAN must be attached to the application.
- ▶ ALL CONVERSIONS SHOULD MEET MEA/IES RECOMMENDED LIGHTING LEVELS.
- ▶ All ballasts containing PCB's must be handled according to the requirements of the Ontario Ministry of the Environment.
- ▶ Ontario Hydro-owned lights are eligible for conversion as part of this program. Apply through your local Ontario Hydro Area Office.
- ▶ All replaced streetlights must be dismantled and destroyed.
- ▶ Ontario Hydro reserves the right to publicize the results of any conversion project that is assisted under this program.
- ▶ Ontario Hydro decisions relating to project, product eligibility and amount of financial assistance are final.
- ▶ Ontario Hydro does not endorse any particular product, manufacturer, contractor, supplier or installer of streetlighting products.
- ▶ Ontario Hydro reserves the right to change or terminate this program at any time, but will process applications submitted prior to these changes under the previous rules and procedures.

2.0 Applicant Information:

Municipality/Township Name: TOWN OF PELHAM

Address: 20 PELHAM TOWN SQUARE, P.O. Box 400

FONTHILL, ONTARIO

Postal Code: L0S 1E0

Project Contact Name: ALAN MANNELL

Title: ENGINEERING TECHNOLOGIST

Telephone Number: 892-2607

Fax Number: 892-5055

Financial Assistance Selected:

☒

Grant

☐

Interest-Free
Loan

☐

Low-Interest
Loan

3.0 System Information:

Streetlights Owned By:

☒

Municipality/Township 857 LIGHTS
478 LIGHTS TO BE REPLACED

☒

Ontario Hydro 257 LIGHTS
256 LIGHTS TO BE REPLACED

☐

Local Utility

Name: _____

☐

Other

Name: _____

If 'Ontario Hydro', please indicate the number of lights 257, 256 LIGHTS TO BE REPLACED

Streetlight System Operating Costs: Provide costs for last two years.

19 89

19 90

Total Energy Cost: \$ 66603.00 (ENERGY + MAINTENANCE) \$ 75219.00 ENERGY + MAINTENANCE

Maintenance Costs: \$ _____

\$ _____

4.0 Detailed Streetlight Information

Ensure all Existing Streetlights are listed below.
Indicate where Wattages different from those listed.

Existing System						Proposed System			
Lamp Type	Lamp Wattage (a)	Ballast Wattage (b)	Total Wattage/ Fixture (c)	No. of Fixtures (d)	No. to Convert (e)	New Lamp Wattage (f)	New Ballast Wattage (g)	Total Wattage/ Fixture (h)	Total Energy Savings Watts ex (c-h)
Incandescent	100	N/A	100						
	150	N/A	150						
	200	N/A	200						
	300	N/A	300						
	500	N/A	500						
Mercury Vapour	75	15	90						
	100	30	130						
	125	30	155	225	225	70	25	95	13300
	175	35	210	447	447	100	30	130	35760
	250	35	285	61	61	150	40	190	5795
	400	50	450	1	1	250	55	305	145
	700	80	780						
High Pressure Sodium	70	25	95	202	0				0
	100	30	130	132	0				0
	150	40	190	40	0				0
	200	50	250						
	250	55	305	2	0				0
	400	75	475	3	0				0
Low Pressure Sodium	35	24	59						
	55	24	79						
	90	35	125						
	135	40	175						
	180	40	220						
Fluorescent	2 lamp 2 ft	70	40	110					
	2 lamp 4 ft	130	40	170					
	2 lamp 6 ft	190	40	230					
	4 lamp 4 ft	260	80	340					
	4 lamp 6 ft	380	80	460					
	2 lamp 4 ft	200	60	260					
	2 lamp 6 ft	300	80	380					
	4 lamp 4 ft	400	120	520					
	4 lamp 6 ft	600	160	760					

Total Savings: 55,200 Watts

PLEASE ATTACH YOUR DETAILED WORK PLAN			
Your Simple Payback = Total Project Cost 195,657.00			
Annual	309.24 x 55.20 Kw	= 195,657.00	= 11.46 YEARS
Streetlighting x kilowatts		17070.05	
Charge saved		\$264 x	
		1990 Average	(See Reverse)

5.0 Project Information:

Does the Conversion include Light Level Upgrade:

☐

YES

☒

NO

If "YES", provide details:

If this project is going to be staged, please attach a sheet that breaks down the work segments (timing and project cost estimates must be included for each stage).

Estimated Project Costs (For the Whole Project or the Initial Stage, whichever is appropriate). (PHASE I) 1992

Total Labour	\$	31,912.50
Total Materials	\$	28,219.00
Other Expenses	\$	1,500.00
GST	\$	4,314.21
Total Cost:	\$	65,945.71
Total Cost less GST	\$	61,631.50

DISCOUNT Please specify in the "comments" space below.

*This is the value used to establish Ontario Hydro contribution.

Attach Contractor's Bid

Comments, if any:

COSTS ARE FOR 1992 PORTION (PHASE I) OF THE

3 YEAR PROGRAM TO BE COMPLETED IN 1994

Planned Start of Project: APRIL 1992

Expected Completion Date: NOVEMBER 1992

(Project must be completed within approximately eight (8) months from the start date.)

Project to Be Completed By:

☒

Municipal Utility

☐

Contractor

If a contractor is selected, complete the following section:

Contractor's Name:

Contact Person:

Address:

Postal Code:

Phone No:

Please indicate contractors' qualifications:

List the other contractors that bid on the project:

Ensure that you contact your utility (supply authority) before application is submitted to let them know what is being proposed.

I certify that the information given in this application is accurate in all respects.

Signature:

Alan Mannell

Date:

MARCH 23 1992

Name:

Alan Mannell

Title:

ENGINEERING TECHNOLOGIST

5.0 Project Information:

Does the Conversion include Light Level Upgrade: ☐ YES ☐ NO

If "YES", provide details: _____

If this project is going to be staged, please attach a sheet that breaks down the work segments (timing and project cost estimates must be included for each stage).

Estimated Project Costs (For the Whole Project or the Initial Stage, whichever is appropriate).

Total Labour	\$	96,093.75	Please specify in the "comments" space below.
Total Materials	\$	83,515.00	
Other Expenses	\$	4,500.00	
GST	\$	12,887.52	
Total Cost:	\$	196,996.37	
Total Cost less GST	\$	184,108.75	*This is the value used to establish Ontario Hydro contribution.
+ 42.86% GST		5,523.63	
Attach Contractor's Bid	Total Project Cost		\$ 189,632.38
Comments, if any: _____			

Planned Start of Project: _____ Expected Completion Date: _____
(Project must be completed within approximately eight (8) months from the start date.)

Project to Be Completed By: ☐ Municipal Utility ☐ Contractor

If a contractor is selected, complete the following section:
Contractor's Name: _____ Contact Person: _____

Address: _____

Postal Code: _____ Phone No: _____

Please indicate contractors' qualifications: _____

List the other contractors that bid on the project: _____

Ensure that you contact your utility (supply authority) before application is submitted to let them know what is being proposed.

I certify that the information given in this application is accurate in all respects.

Signature: _____ Date: _____
Name: _____ Title: _____

OFFICE OF THE:
MAYOR
CLERK-ADMINISTRATOR
TREASURER
WORKS SUPERINTENDENT
DEPUTY CLERK-PLANNING ADMINISTRATOR
DIRECTOR OF PARKS AND RECREATION
CHIEF BUILDING OFFICIAL AND
BY-LAW ENFORCEMENT OFFICER

THE CORPORATION OF THE



TELEPHONE
FONTHILL 892-2607
FAX NO. 892-5055
ADDRESS:
POST OFFICE BOX 400
PELHAM MUNICIPAL BUILDING
20 PELHAM TOWN SQUARE
FONTHILL, ONTARIO
L0S 1E0

ADDRESS REPLY ATTENTION OF

TOWN OF PELHAM

April 13, 1992

Ontario Hyrdo
40 Albert Street
Thorold, Ontario
L2V 2G3

Attention: Mr. Stuart Owen

RE: Street-Smart Lighting Program
Application for Grant

Further to your request for additional information with respect to the cost estimate for the 1992 (Phase I) portion of this project, we have gathered a number of recent quotations for labour and materials.

As can be seen from the attached detail sheet the quoted prices have been incorporated with the quantities of streetlights to be replaced to produce a total cost. As was noted in the background information with our application it is our intention to have the staff of the Pelham Hyrdo Electric Commission replace the streetlights.

To reflect these quoted prices we have recalculated the Phase I portion of the work plan to reflect a total cost of \$65,945.71. Also enclosed is a revised copy of item 5.0 of the Street-Smart Lighting application with the revised costing.

We trust this information is adequate to process our application and we would appreciate your earliest attention to our submission to enable an early start to the project, although should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

TOWN OF PELHAM

Alan R. Mannell
Engineering Technologist

ARM/ny
Enclosure

	1992 Phase I
Number of Streetlights to be replaced	245
Cost of Labour	129 lights x \$112.50 = \$14,116 lights x \$150.00 = \$17,
Cost of Materials	129 lights x \$47.00 = \$ 6,116 lights x \$191.00 = \$22,
Disposal of old Streetlights	\$ 1,500.00
G.S.T.	\$ 4,314.21
TOTAL	\$65,945.71

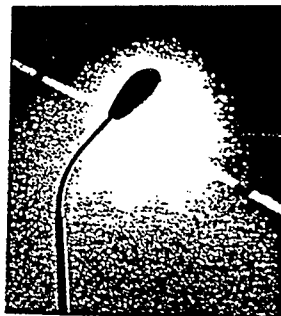
SCHEDULE B

STREET-SMART LIGHTING PROGRAM

Phase 1 Work Plan For The Corporation of the Town of Pelham

THE WORK SHALL BE PERFORMED BY THE DATES SPECIFIED IN APPLICATION # C94317 AND IN ACCORDANCE WITH THE CONTRACT BIDS ATTACHED TO AND FORMING PART OF THIS SCHEDULE A

SGT



REGION	NFS
AREA	
STREETLIGHTING DELEGATE	G. J. J.
FIELD OFFICE	NFS
DATE RECEIVED	

Street-Smart Lighting

A Provincial Incentive Program Offered By Ontario Hydro

1.0 Program Terms:

- ▶ This program is open to all Ontario municipalities and townships, including unorganized townships or unsurveyed territory.
- ▶ Under this program, Ontario Hydro provides financial assistance for the conversion of 100% of a municipality's streetlighting system to a HIGH-EFFICIENCY SYSTEM.
- ▶ The amount of assistance provided is equal to 25% of the Total Project Cost, as defined below. It can be taken as either:
 - 1/ A CASH GRANT $\frac{1}{4}$ paid upon approval of the project by Ontario Hydro and the remainder when the work is completed and the contractor's invoice is submitted.
 - 2/ AN INTEREST-FREE LOAN under the terms of Ontario Hydro's ENERMARK BUSINESS FINANCE PLAN. To apply, complete the attached Finance Plan application form.
 - 3/ A LOW-INTEREST LOAN under the terms of Ontario Hydro's ENERMARK BUSINESS FINANCE PLAN. To apply, complete the attached Finance Plan application form.
- ▶ A municipality has four years ending December, 1994 to apply and complete the streetlighting conversion. The conversion can be staged over this period into separate work segments. Each work segment must be completed within approximately eight months of its start date.
- ▶ Total project cost includes the cost of lights, fixtures, wiring, fuses, arms, brackets, labour, PCB storage, and other ancillary costs. It does not include the cost of poles and the Goods and Services Tax.
- ▶ A complete INVENTORY of the current lighting system and a DETAILED WORK PLAN must be attached to the application.
- ▶ ALL CONVERSIONS SHOULD MEET MEA/IES RECOMMENDED LIGHTING LEVELS.
- ▶ All ballasts containing PCB's must be handled according to the requirements of the Ontario Ministry of the Environment.
- ▶ Ontario Hydro-owned lights are eligible for conversion as part of this program. Apply through your local Ontario Hydro Area Office.
- ▶ All replaced streetlights must be dismantled and destroyed.
- ▶ Ontario Hydro reserves the right to publicize the results of any conversion project that is assisted under this program.
- ▶ Ontario Hydro decisions relating to project, product eligibility and amount of financial assistance are final.
- ▶ Ontario Hydro does not endorse any particular product, manufacturer, contractor, supplier or installer of streetlighting products.
- ▶ Ontario Hydro reserves the right to change or terminate this program at any time, but will process applications submitted prior to these changes under the previous rules and procedures.

2.0 Applicant Information:

Municipality/Township Name: TOWN OF PELHAM

Address: 20 PELHAM TOWN SQUARE, P.O. Box 400

FONTHILL, ONTARIO Postal Code: L0S 1E0

Project Contact Name: ALAN MANNELL

Title: ENGINEERING TECHNOLOGIST

Telephone Number: 892-2607 Fax Number: 892-5055

Financial Assistance Selected:

☒

Grant

☐

Interest-Free
Loan

☐

Low-Interest
Loan

3.0 System Information:

Streetlights Owned By:

☒

Municipality/Township 857 LIGHTS
478 LIGHTS TO BE REPLACED

☒

Ontario Hydro 257 LIGHTS
256 LIGHTS TO BE REPLACED

☐

Local Utility

☐

Other

Name: _____

Name: _____

If 'Ontario Hydro', please indicate the number of lights 257, 256 LIGHTS TO BE REPLACED

Streetlight System Operating Costs: Provide costs for last two years.

19 89

19 90

Total Energy Cost: \$ 66603.00 (ENERGY + MAINTENANCE) \$ 75219.00 ENERGY + MAINTENANCE

Maintenance Costs: \$ _____ \$ _____

4.0 Detailed Streetlight Information

Ensure all Existing Streetlights are listed below.
Indicate where Wattages different from those listed.

Existing System					Proposed System - Phase One				
Lamp Type	Lamp Wattage	Ballast Wattage	Total Wattage/ Fixture	No. of Fixtures	No. to Convert	New Lamp Wattage	New Ballast Wattage	Total Wattage/ Fixture	Total Energy Savings Watts
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	ex (c-h)
Incandescent	100	N/A	100						
	150	N/A	150						
	200	N/A	200						
	300	N/A	300						
	500	N/A	500						
Mercury Vapour	75	15	90						
	100	30	130						
	125	30	155						
	175	35	210	245	245	100	30	130	19,600
	250	35	285						
	400	50	450						
	700	80	780						
High Pressure Sodium	70	25	95						
	100	30	130						
	150	40	190						
	200	50	250						
	250	55	305						
	400	75	475						
Low Pressure Sodium	35	24	59						
	55	24	79						
	90	35	125						
	135	40	175						
	180	40	220						
Fluorescent	2 lamp 2 ft	70	40	110					
	2 lamp 4 ft	130	40	170					
	2 lamp 6 ft	190	40	230					
	4 lamp 4 ft	260	80	340					
	4 lamp 6 ft	380	80	460					
	2 lamp 4 ft	200	60	260					
	2 lamp 6 ft	300	80	380					
	4 lamp 4 ft	400	120	520					
	4 lamp 6 ft	600	160	760					
				245	245	Total Savings: 19,600 Watts			

PLEASE ATTACH YOUR DETAILED WORK PLAN

Your Simple Payback = Total Project Cost =

Annual		
Streetlighting x kilowatts	\$264 x	
Charge saved	1990 Average	(See Reverse)

5.0 Project Information:

Does the Conversion include Light Level Upgrade: ☐ YES ☒ NO

If "YES", provide details:

If this project is going to be staged, please attach a sheet that breaks down the work segments (timing and project cost estimates must be included for each stage).

Estimated Project Costs (For the Whole Project or the Initial Stage, whichever is appropriate). (PHASE I) 1992

Total Labour	\$	31,912.50	
Total Materials	\$	28,213.00	
Other Expenses	\$	1,500.00	DISCAL Please specify in the "comments" space below.
GST	\$	4,314.21	
Total Cost:	\$	65,945.71	
Total Cost less GST	\$	61,631.50	
+ 42.86% GST		1,849.07	

*This is the value used to establish Ontario Hydro contribution.

Attach Contractor's Bid

Total Phase Cost \$ 63,480.57

Comments, if any:

COSTS ARE FOR 1992 PORTION (PHASE I) OF THE

3 YEAR PROGRAM TO BE COMPLETED IN 1994

Planned Start of Project: APRIL 1992 Expected Completion Date: NOVEMBER 1992
(Project must be completed within approximately eight (8) months from the start date.)

Project to Be Completed By: ☒ Municipal Utility ☐ Contractor

If a contractor is selected, complete the following section:

Contractor's Name:

Contact Person:

Address:

Postal Code:

Phone No:

Please indicate contractors' qualifications:

List the other contractors that bid on the project:

Ensure that you contact your utility (supply authority) before application is submitted to let them know what is being proposed.

I certify that the information given in this application is accurate in all respects.

Signature: Alan Mannell

Date: MARCH 23 1992

Name: Alan Mannell

Title: ENGINEERING TECHNOLOGIST

Street-Smart Lighting Program (Phase I)

Cost Estimate Derived from Contractor and Supplier Quotations

(1) Lantern Style Streetlights

Labour Cost, lamp and ballast replacement	
129 lights x \$112.50	= \$14,512.50

Material Cost, lamp and ballast	
129 lights x \$32.00 (ballast)	= \$ 4,128.00
129 lights x \$15.00 (lamp)	= \$ 1,935.00

2. Cobra Head Style Streetlights

Labour Cost, lamp, fixture and arm replacement	
116 lights x \$150.00	= \$17,400.00

Material Cost, lamp fixture and arm	
116 lights x \$15.00 (lamp)	= \$ 1,740.00
116 lights x \$80.00 (fixtures)	= \$ 9,280.00
116 lights x \$96.00 (arms)	= <u>\$11,136.00</u>
	\$60,131.50

PELHAM HYDRO ELECTRIC COMMISSION
PELHAM TOWN SQUARE BOX 400
FONTHILL ONTARIO
L0S 1E0

Town Of Pelham
Work Dept.

Att: Alan Mannell

Dear Al;

The following is a unit cost to replace streetlight fixtures and related components.

- | | |
|--|-----------|
| 1) To remove and replace fixture only | \$ 112.50 |
| 2) To remove fixture and arm, replace fixture and arm. | \$ 150.00 |

The above cost would be capital

All 125 watt M.V. units in the old Village of Fonthill would have to have the conductors from the supply to the fixture replaced. This would be an addition cos of \$80.00 per unit. This would be a maintenance cost.

125 Watt
This means that a 125 watt M.V. unit in the old Village of Fonthill will need the fixture, arm and conductors replaced.

Cost: Capital	\$ 150.00
Maintenance	80.00

Total cost	230.00

These estimates do not include the fixture, arm or lamp

Attached find copy of estimate sheet

Hope this information is of help. If you have any question feel free to call me at 892 9835

Yours Truly



Jake Dilts
Supt. P.H.E.C.



Apel Economy Electric Wholesale Ltd.


WHOLESALE ELECTRICAL DISTRIBUTORS

CORNER VICTORIA & BURGAR STS., PHONE 732-4473

P.O. BOX 400, WELLAND, ONTARIO L3B 5P7

REMARKS

Fax (416) 732-1681

GST #R101564185

 ORIGINAL ☐

 CONFIRMATION ☐

QUOTATION

 TO ☒

 FROM ☐

NO _____

JOB _____

Town of Belthorn
Al Mannel

DATE

Mar 18 / 92

EXPIRES

Mar 31 / 92

SHEET NO.

1 OF 1

QUANTITY	MFG.	CAT NO.	DESCRIPTION	PRICE	UNIT	DISC'T.	NET PRICE	AMOUNT
250	Landmark	L2HS100GV-120-R		80.00	ea			20.00
250	CGE	LU100	100W HPS lamp	15.00	ea			3.75
250	Precision	9660	photo cell	5.95	ea			1.49
	Landmark	5100V120X	replacement ballast for above	32.00	ea			
price based on no order no shipment								

DELIVERY	3-4615	TERMS	N30	GST EXTRA	PROV. SALES TAX	TOTAL
F.O.B.					INCL <input type="checkbox"/> EXTRA <input checked="" type="checkbox"/> EXEMPT <input type="checkbox"/>	