

LIGHTING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020.

BETWEEN:

**THE CORPORATION OF THE TOWN OF HALTON HILLS
(Hereinafter referred to as "Halton Hills")**

- and -

**SouthWestern Energy Inc.
(Hereinafter referred to as "SWE")**

WHEREAS Halton Hills, under the authority of the Municipal Act, 2001, S.O. 2001, c.25, as amended, is responsible to operate, manage and maintain its municipal road network within its municipal boundaries;

AND WHEREAS, SWE has been providing the installation, operational maintenance, design and repair services of the Halton Hills' Lighting System since 2008;

AND WHEREAS the current agreement, effective July 8, 2008, between Halton Hills and SWE for the provision of such services expired on July 7, 2013;

AND WHEREAS Halton Hills desires to have SWE continue to provide such services on the terms set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants herein contained, and other good and valuable consideration, the parties agree each with the other as follows:

PART 1 – DEFINITIONS

1. In this Agreement,

"Agreement" means this agreement, including its Definitions and all schedules, appendices and addenda to this agreement, in each case as they may be amended or supplemented from time to time in accordance with the provisions herein;

"Capital Project" means new construction, expansion, renovation, or replacement project for new or existing Lighting System components;

“Capital Projects Costs” means all costs and expenses incurred to carry out a Capital Project including, but not limited to, costs and expenses for contract administration, field supervision and inspection, ESA inspection, subcontractors’ labour, equipment and materials, and SWE’s labour, equipment, material and inspections;

“Complaints” means notices or requests for service received from members of the public, whether oral or written;

“Contract” means the document issued by Halton Hills that authorizes a vendor to deliver goods or services with payment to be made at a later date;

“Developer” means an individual, corporation or partnership seeking approvals from Halton Hills with respect to the development of lands or building(s) pursuant to the Planning Act, R.S.O. 1990, c. P. 13, as amended, or the Building Code Act, 1992, S.O. 1992, c. 23, as amended;

“Effective Date” means January 1, 2020;

“ESA” means the Electrical Safety Authority of Ontario and any successor thereto;

“GIS Database” means a Global Information System database used for storage, retrieval, monitoring and mapping of Halton Hills’ lighting system infrastructure information.

“Halton Hills’ Commissioner” shall mean the Commissioner of Transportation and Public Works for Halton Hills or his or her designate;

“LED” means light emitting diode;

“Lighting System” has the meaning identified in Section 2.1;

“Occupational Health and Safety Act” means the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended;

“Party” means individually, either of Halton Hills or SWE and **“Parties”** shall mean, collectively, Halton Hills and SWE;

“Region” means the Regional Municipality of Halton;

“Regular Hours” means working business days, Monday to Friday, 07:00 to 15:30 hours;

“Scheduled Project” means a project identified by Halton Hills and agreed upon by SWE to be undertaken by SWE within a set time period;

“Service Alert” means an alert generated by the public, or Halton Hills, or SWE;

“Service Response Time” has the meaning identified in Section 2.3;

“Service Request” means a request for service to repair and/or replace and damaged and non-functional plant forming part of the Lighting System;

“Services” has the meaning identified in Section 2.3;

“Standards” has the meaning identified in Section 2.6;

“Subcontractor” means any person other than SWE, which SWE employs, engages, retains and/or utilizes to perform any part of this Agreement, including but not limited to any subcontractor, supplier or manufacturer;

“Term” means the Initial Term and Renewal Term, if any, as described in Section 3.3.1 of this Agreement;

“Transportation and Public Works” means Halton Hills’ Transportation and Public Works Department;

“Unscheduled Project” means project previously not anticipated by Halton Hills requiring completion.

“Upgrade” means an improvement on, or a direct replacement of an existing technology, product or services;

“Work” means all services and deliverables to be furnished by SWE as provided in this agreement;

“Workplace Safety and Insurance Board Certificate of Clearance” or “WSIB Certificate” means a certificate of clearance issued by the WSIB;

“WSIB” means the Workplace Safety and Insurance Board.

PART 2 – SCOPE OF WORK

2.1 Definition of Lighting System

In this Agreement, “Lighting System” means,

- (a) All Lighting Installations that are or are hereafter:
 - i) located within the boundaries of Halton Hills; and,
 - ii) under the jurisdiction of Halton Hills, the Region or the Province of Ontario; and,
 - iii) connected to the electrical infrastructure of Halton Hills Hydro Inc.;

- (b) All Lighting Installations shown on the drawings in GIS database;
- (c) All Lighting Installations for Halton Hills-owned municipal parking lots; and
- (d) All Lighting Installations for Halton Hills-owned pedestrian walkways/trails, sports fields, and facilities' parking lots.

Unless expressly specified in this Agreement, lighting installations owned by other agencies, private individuals or corporations shall not be considered as part of the Lighting System, except for the lighting installations that are part of the wiring infrastructure and as shown on the drawings identified in the GIS database.

2.2 Lighting System Items

In this Agreement, "Lighting Installations" includes the following component items:

- (a) Luminaires (both LED and non-LED) and their components, including lamps, brackets, fuses and circuit breakers directly controlling lighting circuits;
- (b) lighting poles;
- (c) traffic signal poles with luminaires;
- (d) underground wiring and ducts;
- (e) power supply cabinets;
- (f) overhead wiring;
- (g) photo controls and relays; and,
- (h) grounding systems.

2.3 Scope of Services

SWE shall provide or perform, as applicable, the following services, all in accordance with the terms of this Agreement:

(a) Maintenance Services

To maintain a safe and functional Lighting System, SWE shall repair and replace damaged or non-functioning Lighting System components in response to any Service Alert or Service Request received, in accordance with this Agreement.

SWE shall provide all components, equipment, tools, and labour to perform any and all repairs to the Lighting System that are required to restore the System to proper operational status, including the following tasks:

- (i) remove and replace luminaires;
- (ii) remove and replace brackets;
- (iii) remove and replace in-line fuse holders, fuse boots, or fuses;
- (iv) remove and replace circuit breakers;
- (v) install overhead streetlight cables complete with insulators;
- (vi) remove temporary overhead system;
- (vii) repair or replace hand hole covers;
- (viii) install street light pedestals;
- (ix) reinstate sod, concrete and asphalt surfaces;
- (x) excavate, expose and repair underground faults;
- (xi) install poles and conduits with required street lighting cable, and
- (xii) where a luminaire is attached to a hydro pole, remove, repair or replace the luminaire, bracket, fuse and downstream wiring from the luminaire terminal block.

Service Response Times

Service Response Time is calculated from the time SWE first receives a Service Alert or Service Request until the time the situation referred to in the Service Request is resolved and the affected lights are restored to proper working order. Halton Hills shall forthwith issue a Service Alert or Service Request to SWE in circumstance where Halton Hills is aware or is deemed to be aware of facts requiring luminaire maintenance.

(i) Non-Emergency Service Response Times

From the time SWE first receives a Service Alert or Service Request, SWE shall comply with Ontario Regulation 239/02, as amended from time to time, and repair or replace luminaires to achieve a state of repair as required by such Regulation. Notwithstanding the above-noted Regulation,

SWE will endeavor to achieve such state of repair within seven (7) days, unless the equipment mounted on the pole creates unsafe conditions for completion of the repair.

(ii) Motor Vehicle Collision or Emergency Service Response Times

SWE shall respond within two (2) hours of being notified about the motor vehicle collision or emergency situation involving the Lighting System within the regular hours of 07:00 and 15:30 hours, Monday to Friday.

System Failures

SWE shall respond within two (2) hours of being notified about a system failure and determine the cause for the failure and make the system safe. SWE shall notify Halton Hills immediately of a system failure and the expected time to resolve the problem within the regular hours of 07:00 and 15:30 hours, Monday to Friday.

Scheduled Maintenance

SWE shall undertake cleaning and maintenance of LED luminaires every 8 years. Cleaning and maintenance to start in the year 2023 based on 8 year requirement (first installation in 2015). SWE shall begin to replace the LED luminaires starting in year 11, after the original installation. Replacement to start in the year 2026, based on 11 year requirement.

On an annual basis, SWE shall provide zone maps to Halton Hills and replace 20 percent (%) of the existing inventory each year to complete the replacement program in five (5) years by the year 2031.

Night Patrol

(i) Schedule and Frequency

Halton Hills shall be responsible for carrying out night patrols of the Lighting System based on Ontario Regulation 239/02, Minimum Maintenance Standards for Municipal Highways.

(ii) Services Arising from the Night Patrols

On a weekly basis, Halton Hills will provide SWE a deficiency list. SWE shall carry out the Services required to rectify damaged or non-functioning lights in accordance with Section 2.3(a), Service Response Times (i) Non-Emergency Service Response Times.

Field Supervision and Inspection

SWE shall provide the necessary labour and equipment to perform field supervision of Work carried by SWE or a sub-contractor, including:

- (i) Review the physical construction work being undertaken to ensure compliance with the plans, specifications and relevant codes;
- (ii) Acquire any necessary field stakeouts for layout control;
- (iii) Arrange onsite testing of materials during the construction of the Work to verify acceptability according to the specifications;
- (iv) Investigate, report and recommend on unusual circumstances which may arise during construction;
- (v) Carry out final inspection at the conclusion of construction Work on the Lighting System with an ESA inspector, including work performed by SWE, a sub-contractor, or lighting installation by a third party contractor; and
- (vi) Prepare “as constructed” drawings and update the GIS database to reflect changes made during construction, within 30 days of the Work being completed and submit an electronic copy of the drawings to Halton Hills.

(b) Capital Projects – Construction, Spot Improvement and System Upgrade Services

SWE shall be responsible for the quality all of Work on Scheduled and Unscheduled Capital Projects undertaken, including sub-contractors, on behalf of Halton Hills in respect of the Lighting System.

SWE will have the responsibility to carry out the following contract administration services in conjunction with the construction, reconstruction or upgrading of the Lighting System:

- (i) Consult with Halton Hills regarding specifications, approved contractors, and inspection services;
- (ii) Review, modify and approve the construction schedule and list with Halton Hills;
- (iii) Ensure quality control of all construction Work undertaken on behalf of Halton Hills;
- (iv) Review shop drawings submitted to ensure they conform to the design requirements and contract documents;

- (v) Consult with Halton Hills regarding a mutually-acceptable schedule and budget to complete the Work;
- (vi) Request in writing, additional funds where the quotation for a project has been, or will be, exceeded. The request shall be accompanied by a written explanation of the need for additional funds. In no event shall any expense be incurred for which the additional funds are required until SWE has received the Halton Hills' written approval for such funds; and
- (vii) Undertake field meetings with Halton Hills to determine the required steps to complete the Work.

(c) Design and Engineering Services

SWE shall be responsible for carrying out the following services as required by Halton Hills in conjunction with the design and engineering of any component of the Lighting system:

- (i) Preparation of lighting designs for streetlight or walkway/trail lighting installations with design and approval by a Professional Engineer. Prior to commencing the lighting design, SWE shall provide Halton Hills with a quotation fee for the lighting design services for review and approval;
- (ii) New designs shall conform with the Illuminating Engineering Society's Roadway Lighting ANSI/IES RP-8-18 standards;
- (iii) Assist Halton Hills to develop legal agreements for the construction of the Lighting System;
- (iv) Submit lighting designs to Halton Hills for review and comment prior to installation;
- (v) Participate with Halton Hills in meetings for information, negotiation or presentation in connection with design criteria, standards or detailed designs; and
- (vi) Maintain complete and accurate records of time spent on the design preparation by SWE staff for Work that will be billed to Halton Hills.

2.4 Clean Up and Restoration

- (a) SWE will be responsible for the cleaning up of all dirt, debris, and other rubbish from its operations and shall proceed with such clean up forthwith when requested by Halton Hills.

- (b) In case of undue delay in SWE carrying out the cleaning up under paragraph (a) of this Section 2.4, Halton Hills may cause these operations to be carried out by Halton Hills or other forces, and deduct all costs incurred from monies due to SWE.
- (c) SWE shall repair all damages caused by SWE or its Sub-contractors to adjacent property, public or private, such as sidewalks, roadways, grassed areas, trees, shrubs and any structures to the same or better condition as existed prior to the damage.
- (d) SWE will be responsible for obtaining all permits and documentation necessary to effect the proper disposal of materials and/or waste in connection with the performance of this Agreement.

2.5 Inventory

- (a) SWE shall, at its own expense, purchase, store, maintain and supply, an inventory of replacement parts, LED luminaires, new lamps, non-LED luminaires, street light arms, photo cells, fuse kits, photo controlled relays, brackets, electrical breakers, wires and cables complete with insulators, streetlight pedestals and any other materials needed to carry out the Work. The inventory list shall be attached to, and identified as, Schedule "A" of this Agreement.

2.6 Standards

When providing the Services, SWE shall comply with the applicable standards identified in this Section 2.6 (the Standards). To the extent any such applicable Standards are in conflict or inconsistent with each other, the highest Standard shall apply.

The Standards are as follows:

- (a) Lighting System as it exists as at the Effective Date shall be maintained so as to maintain the illumination standards in effect at the time the plant was designed.
- (b) All new street lighting installations incorporated into the Lighting System while this Agreement is in effect shall be maintained in accordance with the guidelines of the Illuminating Engineering Society (or any successor body), which guidelines (hereinafter referred to as the "IES Guidelines") are currently known as Roadway Lighting ANSI/IES RP-8-18 guidelines for municipal roadways. All new street lighting installations incorporated into the Lighting System while this Agreement is in effect shall be maintained in accordance with the IES Guidelines in effect at the relevant time.

- (c) The Lighting System shall at all times comply with the applicable publications or regulations of the Electrical Safety Authority (or any successor body) in effect at the relevant time.
- (d) With respect to quality of Work, SWE shall use “industry standards” in effect at the time any such Work is carried out and shall ensure that the Services are skillfully and competently performed by qualified, skilled and competent staff whom SWE properly supervises. All workmanship and materials shall be, in every respect, in accordance with industry standards. Whenever the terms and conditions of this Agreement or the directions from Halton Hills either admit to a reasonable doubt about what is permissible, or fail to specify quality of any Work, SWE shall apply an interpretation that requires the highest quality of Work.
- (e) All Work shall be performed in accordance with all applicable laws and regulations.

2.7 Permits and Compliance with Applicable Laws

While this Agreement is in effect, SWE shall, at its sole expense, obtain and maintain all permits, licenses and approvals required by applicable law to conduct its business generally and to perform its duties under this Agreement and to undertake and provide the Services. SWE shall comply with all applicable laws and requirements of all government authorities in undertaking and providing the Services.

2.8 Labour Disruptions

In the event of any labour disruption affecting the ability of SWE to perform the Services, it shall use its best efforts to arrange the performance of the Services by alternative measures. In any event and notwithstanding any other provision of this Agreement, SWE shall ensure that all emergency services and those Services affecting public safety are performed in a timely manner. To that end, immediately SWE becomes aware that a labour disruption is occurring or is likely to occur, the SWE staff shall convene a meeting with the Halton Hills staff for the purpose of developing a plan as to which Services are to be given priority and how such plan is to be carried out while the labour disruption continues. SWE shall notify Halton Hills of any Services (other than emergency services and Services affecting public safety) that will be delayed as consequence of the labour disruption and shall provide a plan, acceptable to Halton Hills, to respond to such delay.

2.9 Management of GIS Database

SWE shall be responsible for the management and maintenance of GIS database. SWE shall use reasonable efforts to ensure that all lighting infrastructure information is promptly and accurately uploaded into GIS database.

2.10 Lighting Installations - New Development

SWE shall become responsible for maintaining and repairing new lighting infrastructure within a plan of subdivision once Halton Hills assumes the plan of subdivision. These assumptions can occur from time to time throughout the year. Prior to assumption, the Developer of the subdivision shall be responsible for all maintenance and repairs at the Developer's cost. If, in the opinion of Halton Hills, the Developer fails to perform its responsibilities, Halton Hills may request SWE to perform all or part of the maintenance and/or repairs on a time and material basis using the rate established in this Agreement. This may include, but is not limited to, emergency repairs.

Prior to the first occupancy within a new subdivision, Halton Hills and the Developer will arrange for the lights to be energized. Once the lights are energized, SWE will add the lights to lighting inventory for the purpose of emergency repairs only, as directed by Halton Hills. Once the subdivision has been assumed by Halton Hills, the lights will be added to the maintenance program as per this agreement.

PART 3 – MISCELLANEOUS

3.1 Fees

In consideration of the provision of Services by SWE to Halton Hills, Halton Hills agrees to pay to SWE the following fees:

- (a) Halton Hills shall pay SWE for Services on a quotation fee, based on time-hourly rates. The hourly rates are to be annually submitted by January 15th to Halton Hills for review and approval;
- (b) Prior to commencing the lighting design, SWE shall provide Halton Hills with a quotation fee for the lighting design services and hydro service layouts for review and approval;
- (c) Halton Hills shall pay SWE for services provided for construction, spot improvement and system upgrade services;
- (d) If any part of Lighting System is damaged by third parties, Halton Hills shall be responsible to pay SWE for all costs and expenses incurred for undertaking repairs or restoration of any such damage; and,
- (e) SWE shall provide Halton Hills with a quotation fee for the capital projects including scheduled and unscheduled Work based on Engineered design.

3.2 Payment Invoices

Within sixty (60) days of the end of the month in which Maintenance Services are performed, SWE shall submit its invoices to Halton Hills in a form and detail acceptable to Halton Hills. Each invoice shall be accompanied by a work summary showing all

service calls, locations, labour and material, contracted services and equipment costs. Halton Hills shall pay each invoice within thirty (30) days of it being received.

3.3 Term and Termination

3.3.1 Term

This Agreement shall come into effect on the date that both parties have executed this Agreement, and shall continue in effect until the 31st day of December, 2025 (the Initial Term) unless it is terminated in accordance with section 3.3.2. Subject to termination in accordance with section 3.3.2, this Agreement shall automatically renew one time for an additional 5 years, (i.e. to the 31st day of December, 2030 – the Renewal Term).

3.3.2 Termination

Either Party may terminate this Agreement by serving the other party with a one hundred twenty (120) day written notice to this effect. Where such notice has been given, this Agreement shall terminate upon the expiry of the said 120-day notice period.

3.4 Assignment to Subcontractors

SWE shall be responsible for the quality and warranty of Work assigned to sub-contractors.

3.4.1 Notice to Halton Hills

Where practicable, in advance of entering into a contract with a sub-contractor for the purposes of performing all or part of the Maintenance Services described herein, SWE shall provide Halton Hills with written notice of its intention to sub-contract or assign the Maintenance Services.

It is agreed that SWE shall provide Halton Hills with a list of sub-contractors on or before April 1st and November 1st of each year, and shall also provide Halton Hills an updated list of sub-contractors within thirty (30) days of receipt by SWE of a written request from Halton Hills.

3.4.2 Termination

Notwithstanding the SWE's right to sub-contract or assign the Maintenance Services and the generality of section 3.4.1, Halton Hills, acting reasonably, shall have the option to terminate this Agreement in accordance with section 3.3.2 in the event Halton Hills is of the opinion that the party with whom SWE has sub-contracted is not suitable to perform the Maintenance Services.

3.5 Construction Lien Act

In the event SWE assigns or sub-contracts this Agreement or employs sub-contractors, SWE shall be responsible for all payment requirements or other obligations of an owner pursuant to the Construction Act, R.S.O. 1990, c. C.30. Without limiting the foregoing, SWE shall be responsible to quantify the value of work performed and materials supplied and prepare progress certificates to show the amount of statutory holdbacks and liens as may apply. A copy of each progress payment certificate shall be directed to Halton Hills. SWE shall be responsible for obligations to a sub-contractor to certify the completion of the works as required under the Construction Act. Halton Hills shall receive a copy of the certificate of substantial performance as issued by SWE and SWE shall comply with all notice requirements as set out in the Construction Act for the said certificate.

3.6 Indemnity

3.6.1 Obligation of SWE

SWE hereby agrees to indemnify and save harmless Halton Hills, its employees, agents, councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted, which may arise either directly or indirectly from the provision of, or neglect or refusal to provide, any Services in accordance with this Agreement, by SWE, its servants, employees, agents, invitees or contractors, save and except any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted resulting from the failure of Halton Hills to provide notice under section 2.3 (a), inadequate streetlight monitoring, design or construction or resulting from the negligence or willful misconduct of Halton Hills. SWE shall manage, defend and bear the cost of all claims, actions, lawsuits or other proceedings made against it and Halton Hills resulting from its obligation to provide any Services pursuant to this Agreement. SWE further agrees that the indemnity contained in section 3.6.1 herein, survives the term of this Agreement, provided that any claims, demands, losses, costs, damages, actions, lawsuits or other proceedings result from an incident occurring within the term of this Agreement.

3.6.2 Obligation of Halton Hills

Halton Hills acknowledges that SWE shall not have any obligation whatsoever to manage, defend or bear the cost of claims, actions, lawsuits or other proceedings made against it or Halton Hills which pertain to obligations of Halton Hills pursuant to this Agreement or otherwise, exclusive of SWE's obligations to provide Services under this Agreement.

3.7 Insurance

3.7.1 Insurance Requirements of Halton Hills

During the Term of this Agreement, Halton Hills shall, at its expense, obtain and maintain in full force and effect the following insurance policies:

- (a) General liability insurance including bodily injury and property damage, personal and advertising liability, contractor's protective and contractual liability covering all obligations and services performed by Halton Hills and by those for whom the Town is responsible in law. The policy will be written on an occurrence basis with coverage for any one occurrence of not less than ten million dollars (\$10,000,000.00), name SWE as an additional insured, and contain a severability and cross liability clause;
- (b) Non-owned automobile insurance to a limit of not less than five million dollars (\$5,000,000.00); and
- (c) Automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than ten million dollars (\$10,000,000.00).

The policies of insurance will: (a) be written with an insurer licensed to do business in Ontario; and (b) contain an undertaking by the insurers to notify SWE in writing not less than thirty (30) days before any termination or cancellation of coverage. Any deductible amounts will be borne by Halton Hills.

Upon the execution of this Agreement, Halton Hills shall provide proof of insurance in the form of a Certificate of Insurance which has been signed by an authorized representative of the insurer. Upon the request of SWE, Halton Hills shall make available to SWE complete certified copies of all applicable insurance policies.

Halton Hills shall deliver to SWE Certificates of Insurance evidencing renewal or replacement of policies fifteen (15) days prior to the expiration or replacement of the current policy, without demand by SWE.

The above insurance requirements will not be read to limit the liability of Halton Hills and will not be deemed a waiver by SWE of its right to damages and indemnity from Halton Hills under this Agreement.

3.7.2 Insurance Requirements of SWE

During the Term of this Agreement, SWE shall, at its expense, obtain and maintain in full force and effect the following insurance policies:

- (a) General liability insurance including bodily injury and property damage, personal and advertising liability, contractor's protective and contractual liability covering all obligations and services performed by SWE and by those for whom SWE is responsible in law. The policy will be written on an occurrence basis with coverage for any one occurrence of not less than ten

million dollars (\$10,000,000.00), name Halton Hills as an additional insured, and contain a severability and cross liability clause;

(b) Non-owned automobile insurance to a limit of not less than five million dollars (\$5,000,000.00): and

(c) Automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than ten million dollars (\$10,000,000.00).

The policies of insurance will: (a) be written with an insurer licensed to do business in Ontario; and (b) contain an undertaking by the insurers to notify Halton Hills in writing not less than thirty (30) days before any termination or cancellation of coverage. Any deductible amounts will be borne by SWE.

Upon the execution of this Agreement, SWE shall provide proof of insurance in the form of a Certificate of Insurance which has been signed by an authorized representative of the insurer. Upon the request of Halton Hills, SWE shall make available to Halton Hills complete certified copies of all applicable insurance policies.

SWE shall deliver to Halton Hills Certificates of Insurance evidencing renewal or replacement of policies fifteen (15) days prior to the expiration or replacement of the current policy, without demand by Halton Hills.

If SWE retains the services of a sub-contractor to fulfill its obligations under this Agreement, then SWE shall endeavour to have its sub-contractors obtain and maintain commercial general liability insurance insuring the sub-contractors' operations to a limit of not less than five million dollars (\$5,000,000.00) per occurrence and name Halton Hills as an additional insured. SWE shall also endeavour to have its sub-contractors provide proof of such insurance upon the request of Halton Hills.

The above insurance requirements will not be read to limit the liability of SWE and will not be deemed a waiver by Halton Hills of its right to damages and indemnity from SWE under this Agreement.

3.8 Alternative Dispute Resolution

3.8.1 Negotiation

If any difference of opinion or dispute shall arise between the parties hereto in the interpretation, or carrying out, of this Agreement, or any of its provisions, the Parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

Such negotiations shall occur within ten (10) Business Days of the day on which the difference of opinion or dispute arose and shall conclude within twenty (20) Business

Days of the day on which the difference of opinion or dispute arose, at which point the Parties may proceed to resolve the difference of opinion or dispute in accordance with section 3.8.2 Mediation, or section 3.8.3 Arbitration.

3.8.2 Mediation

If the difference of opinion or dispute is not satisfactorily resolved though the negotiation stage noted in section 3.8.1, the Parties may upon mutual agreement, utilize the services of an independent third party mediator.

The mediator shall be mutually agreed upon by the Parties. Should the Parties not be able to agree on a mediator, the Parties may proceed to section 3.8.3 - Arbitration. The cost of the third party mediator shall be shared equally between Halton Hills and SWE.

The mediation of any difference of opinion or dispute shall commence as soon as practicable following the failed negotiation or the expiry of the twenty (20) day period described in section 3.8.1 above. The mediation shall conclude within forty (40) Business Days of its commencement and, should the difference of opinion or dispute remain unresolved, the Parties may proceed to section 3.8.3 - Arbitration.

3.8.3 Arbitration

If any difference of opinion or dispute is not resolved to the satisfaction of both Parties through negotiation under section 3.8.1, or through mediation under section 3.8.2, or should either party wish to forego negotiation or mediation, either Party may invoke the provisions of section 3.8.3 - Arbitration, by giving notice to the other Party.

The arbitrator shall be mutually agreed upon by the Parties and shall have significant experience in lighting system maintenance and municipal matters. Failing agreement, the Parties will proceed to have an arbitrator appointed by the Court.

The parties shall equally share the cost of the arbitrator.

The arbitrator may, in his or her decision, award reasonable costs related to the arbitration. The arbitrator's decision and award shall be binding and conclusive upon Halton Hills and SWE.

The rules and procedures of the Arbitration Act, 1991, S.O. 1991, c. 17, as amended, shall apply. The decision of the arbitrator shall be final and binding.

3.9 Notice

Any notice required to be given under this Agreement may be given personally or by prepaid registered mail or email sent to the following addresses, and in the event of service by registered mail, service shall be deemed to have been made on the third day after the said mailing. Service by personal delivery shall be effective upon the date of

delivery; service by email shall be effective upon the date of successful transmission, as evidenced by a transmission record.

For Halton Hills: The Corporation of the Town of Halton Hills
1 Halton Hills Drive
Halton Hills (Georgetown) ON L7G 5G2

Attention: Commissioner of Transportation and Public Works

Email: info@haltonhills.ca

For SWE: The SouthWestern Energy Inc.
43 Alice St,
Acton L7J 2A9

Attention: President and CEO

Email: info@swe.ca

4.0 Force Majeure

Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of *force majeure*.

Where there is an event of *force majeure*, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of *force majeure* and the reasons for the event of *force majeure* preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of *force majeure* upon its or their performance of the contract and to fulfil its or their obligations under the contract.

Upon completion of the event of *force majeure* the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of *force majeure*.

An event of *force majeure* does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

(signing page follows)

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed by their respective duly authorized officers, as of the date first above written.

THE CORPORATION OF THE TOWN OF HALTON HILLS

Per: _____
Name: Rick Bonnette
Title: Mayor

Per: _____
Name: Suzanne Jones
Title: Town Clerk, Halton Hills

We have authority to bind the Corporation

SOUTHWESTERN ENERGY INC.

Per: _____
Name: Art Skidmore
Title: President & Chief Executive Officer

Per: _____
Name: David Smelsky
Title: Chief Financial Officer

We have authority to bind the Corporation