



[Insert date]

[full name of municipality]
[full address of municipality]

Attn: •

Re: Supply of Non-Standard Lighting for the [full name of municipality]

This letter sets forth the entire agreement between [full name of municipality] (the “**Municipality**”) and FortisAlberta Inc. (“**FortisAlberta**”) (together, the “**Parties**”), regarding the Municipality’s request to FortisAlberta for non-standard lighting (“**Non-Standard Lighting**”) other than the standard lighting currently supplied by FortisAlberta (“**Standard Lighting**”). In consideration of the premises, mutual covenants, agreements and warranties hereinafter set forth, the Parties agree as follows.

Supply, Installation, Billing and Ownership

The Municipality agrees to order, supply, warehouse and maintain initial and ongoing inventory, including replacements, for any of the Non-Standard Lighting fixtures and equipment, which could include the following:

1. Lamps
2. Ballast
3. Poles
4. Bases
5. Davits
6. Fixture Heads
7. Photocells
8. Or any other material as identified as Non-Standard Lighting by FortisAlberta

FortisAlberta shall not be responsible for any costs associated with such Non-Standard Lighting (including, without limitation, relating to the purchase, installation and replacement of Non-Standard Lighting units and parts used in the ongoing operations and maintenance of such units) that exceed the standard costs typically incurred by FortisAlberta if Standard Lighting had otherwise been installed. After the purchase of the initial Non-Standard Lighting and spares, any further spares and subsequent orders will be based on current FortisAlberta inventory prices for Standard Lighting. As such, the Municipality will be responsible to pay the incremental difference between the Non-Standard Lighting and the Standard Lighting. It is agreed by the Parties that once each Non-Standard Lighting unit is purchased and installed by FortisAlberta, FortisAlberta becomes the owner of all right, legal title, interest and estate in the Non-Standard Lighting unit (which rights shall vest as of the date of installation, free and clear of all liens, security interests, charges, encumbrances, equities and other adverse claims. Notwithstanding any agreement between the Parties to the contrary, no penalty or cost shall be assessable as against FortisAlberta when

FortisAlberta is unable to perform work within a required time period if such delay is due to a lack of inventory on the part of the Municipality.

Billing

Within the first fifteen business days of any month during the term of this Letter Agreement, the Municipality shall provide an invoice to FortisAlberta regarding all transactions in the previous month relating to all Non-Standard Lighting units installed or replaced by FortisAlberta and all components used in the repair of any Non-Standard Lighting units during the previous month.

Standards

The Municipality understands that any purchase by FortisAlberta of the Non-Standard Lighting is conditional on the Municipality, prior to such purchase, providing sufficient documentation to FortisAlberta, and FortisAlberta's Maintenance Planning Department being satisfied, in its sole discretion, that (i) the Non-Standard Lighting meets all applicable design and construction standards, and (ii) the exterior coating can be maintained using FortisAlberta's standard methods. Any additional costs for specialized materials and coatings will be at the Municipality's expense.

Representations and Warranties

The Municipality represents and warrants it is an organization duly incorporated, organized and subsisting under the laws of the Province of Alberta and has good and sufficient power, authority and right to enter into and deliver this Letter Agreement and to complete the transactions contemplated herein, and has the unencumbered authority to sell the Non-Standard Lighting to FortisAlberta. To the best of the Municipality's knowledge, neither the entering into nor the delivery of this Letter Agreement nor the completion of the transactions contemplated hereby by the Municipality will result in the violation of any agreement or other instrument or any applicable laws to which the Municipality is a party, by which the Municipality is bound, or to which the Municipality is subject.

The Municipality also represents and warrants that there are no actions, suits, proceedings or investigations pending, or, to the best of the knowledge of the Municipality, threatened, against the Municipality in respect of the Non-Standard Lighting before any court or government agency, nor is there any reasonable basis therefor or threat thereof. Further, there are no actions, suits or proceedings initiated by the Municipality in respect of the Non-Standard Lighting or that the Municipality intends to initiate in respect of the Non-Standard Lighting. The Municipality is not subject to any order, writ, injunction or decree in respect of or relating to the Non-Standard Lighting.

FortisAlberta represents and warrants that it is a corporation duly incorporated, organized and subsisting under the laws of the Province of Alberta, and has good and sufficient power, authority and right to enter into and deliver this Letter Agreement and to complete the transactions contemplated herein. To the best of FortisAlberta's knowledge, neither the entering into nor the delivery of this Letter Agreement nor the completion of the transactions contemplated hereby by FortisAlberta will result in the violation of any of the provisions of the constating documents or by-laws of FortisAlberta, any agreement or other instrument or any applicable laws to which FortisAlberta is a party, by which FortisAlberta is bound or to which FortisAlberta is subject.

The representations and warranties made by both Parties herein shall survive the execution of this Letter Agreement.

Liability

FortisAlberta will indemnify and hold harmless the Municipality and its employees, agents or assigns from and against any loss, cost, expense, injury, death or damage to the Municipality and also from all actions, causes of action, suits, claims and demands by any other third party against Municipality in respect of loss, cost, expense, injury, death or damage, and all cost and expense relating thereto (including reasonable legal fees and disbursements on a solicitor and own client basis) which results from or arises out of FortisAlberta's intentional breach of its obligations under this Agreement (including any job or work orders completed pursuant to this Agreement) or the negligence or willful misconduct of the FortisAlberta in completing any jobs or work orders.

The Municipality will indemnify and hold harmless FortisAlberta and its employees, agents or assigns from and against any loss, cost, expense, injury, death or damage to FortisAlberta and also from all actions, causes of action, suits, claims and demands by any other third party against FortisAlberta in respect of loss, cost, expense, injury, death or damage, and all cost and expense relating thereto (including reasonable legal fees and disbursements on a solicitor and own client basis) which results from or arises out of the Municipality's intentional breach of its obligations under this Letter Agreement or any negligence or willful misconduct on the part of the Municipality in connection with this Letter Agreement.

Nothing in this Agreement is intended to abrogate, alter or diminish the statutory liability protection granted to FortisAlberta under the *Electric Utilities Act* (Alberta) and the *Liability Protection Regulations* (Alberta).

Termination

This Letter Agreement shall terminate on the date that is the earlier of (i) the date on which Non-Standard Lighting becomes FortisAlberta's Standard Lighting, or (ii) the date on which no Non-Standard Lighting remains in service. In addition, this Letter Agreement may be terminated upon (i) the written mutual agreement of both Parties, or (ii) ninety (90) days' prior written notice being provided by one of the Parties to the other Party.

General

This Letter Agreement will ensure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. This Letter Agreement may not be assigned by the Municipality without the prior written consent of FortisAlberta, such consent not to be unreasonably withheld.

No amendments or waivers of any provision of this Letter Agreement will be valid or binding unless set forth in writing and duly executed by both of the Parties hereto. As well, any demand, notice or other communication to be given in connection with this Letter Agreement shall be given in accordance with the notice provision under the Municipal Franchise Agreement between the Parties.

Each Party shall execute and deliver all such documents and instruments and do all acts and things as the other party reasonably requires effectively carrying out or better evidencing or perfecting the full intent and meaning of this Letter Agreement. This Letter Agreement is governed by and will be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

Location & Fixture Specifications

The Municipality to provide FortisAlberta with the following information.

Location: _____ (Address, Drawing to be enclosed)

Fixture Manufacturer: _____

Fixture Model: _____

Distributor Purchased From: _____

Fixture Quantity Installed: _____ Lamp Type Installed: _____ (Wattage and Type)

Fixture Colour : _____ (Standard or Non-Standard)

Fixture Base: _____ (Standard or Non-Standard)

Fixture Specification Sheet to be included with signed agreement.

Kindly confirm your agreement to the foregoing by signing and returning the enclosed copy of this letter.

Thank you.

Yours truly,

FortisAlberta Inc.

Per: _____

Stakeholder Relations Manager

The above Letter Agreement accepted and agreed to this ____ day of _____, 20__.

[full name of municipality]

Per: _____

[full name of authorized signatory]

[full position/title of authorized signatory]