

**CORPORATION OF THE TOWNSHIP OF PRINCE
BY-LAW NO. 2016- 27**


Being a by-law to authorize the Mayor and CAO/Clerk-Treasurer to enter into an agreement with the Public Utilities Commission (PUC) for the replacement of existing streetlights with LED streetlights within the municipality.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:


1. THAT the Mayor and CAO/Clerk-Treasurer are hereby authorized to execute and affix the Corporate Seal to an Agreement between the PUC, which Agreement is attached hereto as Schedule "A".
2. Schedule "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 12th day of July, 2016.



Mayor, Ken Lamming



Clerk, Peggy Greco



July 11, 2016

14. Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the parties hereto and their successors and assigns.

15. Severability

If any covenant, obligation or provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining provisions or the application of each provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable.

16. Notices

- (a) Any notice, or other communication required or permitted to be given hereunder by either party to this Agreement shall be in writing and shall be delivered in person, transmitted by fax or sent by registered mail, addressed as follows:
- (i) if to Prince Township:

Prince Township Municipal Office
3042 Second Line West, Prince Township, ON P6A6K4
Telephone: (705) 779-2992 Fax: (705) 779-2725
Attention: Peggy Greco
 - (ii) if to PUC Services:

PUC Services Inc.
P.O. Box 9000, 500 Second Line E, Sault Ste. Marie, ON P6A 6P2
Telephone: (705) 541-2379
Attention: Darren Seabrook
- (b) If delivered in person or transmitted by fax, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day).
- (c) If mailed, any such notice or other communication shall be deemed to have been given and received on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days afterwards a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by fax as provided in this Section 16.
- (d) A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.

Schedules:

Schedule A – Business Case & Unit Prices

Schedule B – Warranty



July 11, 2016

Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that, in any way, either arise from or are connected with the operation of this Agreement, including specifically, without limiting the generality of the foregoing, all claims relating to inadequate roadway lighting.

7. Insurance

PUC Services will arrange to have Prince Township added as a named insured on Alltrade's insurance for the duration of the Project. A copy of the insurance will be provided to Prince Township prior to replacement of lights.

8. Project Costs

Project Costs, estimated to be \$150,000.00 and shown in business case in Schedule A, shall consist of the following:

- All items installed to accommodate LED street light upgrade based on unit prices identified in Schedule A. Estimate includes order of magnitude quantities. Final quantities will be known at completion of project;
- Percentage of adaptive control system based on quantity of lights in system;
- Percentage of RFP development, award and contract execution based on quantity of lights in system;
- Percentage of contract administration inclusive of project management based on quantity of lights in system;
- IESO incentive credits (Approx. \$15,000) have not been deducted from initial capital cost. Incentive will be received directly by Prince Township after Project has been completed.

9. Invoicing by PUC Services

PUC Services will provide an itemized invoice for the Project Costs to Prince Township not later than 120 days after the completion of the Project.

10. Payment to PUC Services

Prince Township shall pay PUC Service for the Project Costs within 30 days of the date of an invoice.

11. Deposits

Prior to commencement of the Project, Prince Township shall pay to PUC Services a deposit equal to 75% of the estimated Project Costs in the amount of \$112,500.00.

12. Entire Agreement

This Agreement constitutes the entire agreement between Prince Township and PUC Services with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between Prince Township and PUC Services with respect thereto.

13. Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the parties hereto. All amendments shall be attached to this Agreement as a Schedule. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.



July 11, 2016

1. PUC Services Role and Responsibility

PUC Services shall manage the Project and administer the Contract on behalf of Prince Township including the following services:

- Quality control audit,
- Quantity control audit and invoice reviews,
- General contract administration and closeout, and
- Transfer warranty of material and labour to Prince Township for work completed within Prince Township
- Assist Prince Township in submitting IESO SaveOnEnergy incentive. Incentive will be applied for in Prince Township name and received directly by Prince Township;

2. Prince Township Role and Responsibility

Prince Township shall be responsible for payment in accordance to section 8 herein to PUC Services for the performance of its obligations under this Agreement, in accordance with the terms and conditions included herein.

3. Project Scope of Work

The scope of work for the Project includes:

- Replacement of existing roadway lights within Prince Township with LED luminaires.
- Engineering of lighting levels to be completed. Lighting levels to endeavor to comply with industry standards, but be no worse than existing lighting levels. Quantity of lights will not be altered.;
- Replacement of streetlight brackets that are deteriorated to a point of potentially causing a safety hazard;
- Installation/replacement of cabling and fusing in order to be compliant with all Ontario Electrical Safety Code requirements;
- Installation of photoeye controllers as part of a wireless adaptive control system;
- Installation of wireless communication system inclusive of all devices required;
- Operation, maintenance, construction and all additional daily activity of the Streetlights, inclusive of managing the adaptive control system have been excluded from this Agreement.

4. Warranty

The Contract includes warranties on material and labour. Warranty has been described in Schedule B. Warranty will be transferred to Prince Township and documentation provided upon project completion. Prince Township will be responsible for all aspect of administering warranty post Project completion.

5. Authorized Representatives

Each of PUC Services and Prince Township shall be entitled to designate in writing to the other one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representatives"). Each of the parties shall be entitled to rely on the acts and approvals given by the other party's Authorized Representative until such time as it receives a written notification of change in the other party's Authorized Representative

6. Exoneration and Indemnification of PUC Services

Prince Township shall exonerate, indemnify and hold harmless PUC Services, its directors, officers, employees and agents (collectively referred to as the "Indemnified Parties") from and against any and all



July 11, 2016

LED STREETLIGHT CONVERSION AGREEMENT

THIS AGREEMENT made effective the twelfth day of July, 2016

BETWEEN:

CORPORATION OF THE TOWNSHIP OF PRINCE

hereinafter called "Prince Township"

OF THE FIRST PART

AND

PUC SERVICES INC.

hereinafter called "PUC Services"

OF THE SECOND PART

CONCERNING:

**REPLACEMENT OF EXISTING STREETLIGHTS
WITH LED STREETLIGHTS**

RECITALS

- (a) Prince Township owns the streetlights and associated infrastructure (the Streetlights) within the boundaries of Prince Township;
- (b) PUC Services has entered into an agreement dated August 14, 2015 (the "Contract") with Alltrade Industrial Contractors Inc. ("Alltrade") for the replacement of existing street lights with LED street lights within the City of Sault Ste. Marie;

At the request of Prince Township, and in accordance with the terms of the Contract, PUC Services will exercise the option to extend the scope of work in the Contract to include replacement of the existing street lights in Prince Township with LED luminaires (the "Project") on the terms and subject to the provisions of this Agreement.

NOW THEREFORE Prince Township and PUC Services agree as follows:



July 11, 2016

IN WITNESS WHEREOF the parties have duly executed this Agreement on the date first above written.

PUC SERVICES INC.

Date of Signing

By: _____
Dominic Parrella, President & CEO

Date of Signing

By: _____
Terry Greco, Treasurer

**CORPORATION OF THE
TOWNSHIP OF PRINCE**

7/12/16 (July)

Date of Signing

By: _____
Ken Lamming, Mayor

7/12/16 (July)

Date of Signing

By: _____
Peggy Greco, Chief Administrative
Officer / Clerk-Treasurer



July 11, 2016

SCHEDULE A – Business Case and Unit Prices

Prince Township Capital Costs		
Item	Cost	Note
Fixture Count	110	
Fixture Supply & Install	\$ 75,848.01	From Unit Prices, see attached
Fusing	\$ 6,877.32	From Unit Prices, see attached
Linemen Costs	\$ 1,000.00	PUC assumed to be required for 5% of fixture locations. Assume 2 Lineman for 1 hour.
Brackets	\$ 3,589.48	From Unit Prices, see attached
Bonding	\$ 3,427.96	From Unit Prices, see attached
Misc. Costs (handholes, etc.)	\$ 794.44	From Unit Prices, see attached
Wireless Module	\$ 36,008.61	From Unit Prices, see attached
Consultants	\$ 2,664.46	Allowance for RFP preparation and support during construction (shop drawings, inspections etc.)
SSMIC	\$ 1,110.19	Costs to build application, support application and transfer information to asset management system at completion of project. Scaled from SSM business case
Project Management	\$ 4,440.77	Allowance including external PM and PUC costs. Scaled from SSM business case
PUC Contractor Monitoring	\$ 1,480.26	PUC is required to monitor Contractors as per PUC Contractor Policy. Scaled from SSM business case
Contingency (10%)	\$ 13,724.15	Assumed 10% contingency
Sub Total:	\$ 150,965.65	
Tax	Excluded	
Total Investment (2015)	\$ 151,000.00	Rounded up to nearest \$1000
Other Costs		
Fixture Cleaning (2015)	\$5,500	PUC assumes \$50 per fixture. To occur every 5 years.
Savings		
Annual Maintenance Savings (2015)	\$910	Scaled according to SSM savings
Annual Energy Savings (2015)	\$9,784	Average annual energy savings over 20 years (NPV)
Total Annual Savings (2015)	\$10,694	
Incentive Received at end of 2016	\$13,081	
Total Annual Savings per Fixture	\$97	
Project Parameters		
Positive Net Present Value (years)	12	
Simple Payback	12 years	



July 11, 2016

SCHEDULE A – Business Case and Unit Prices

Unit Prices and Quantities for LED Replacement in Prince Township				
Prince Township Estimated Costs				
Item	Description	Unit Price	Quantity	Total
1.1.0	Install: Equivalent 100W HPS Cobra Head Luminaire	\$224.36	70	\$ 15,705.06
1.1.0S	Supply: Equiv. 100W HPS Cobra Head Luminaire	\$408.93	70	\$ 28,625.23
1.1.1	Install: Equiv. 150W HPS Cobra Head Luminaire	\$224.36	7	\$ 1,570.51
1.1.1S	Supply: Equiv. 150W HPS Cobra Head Luminaire	\$450.92	7	\$ 3,156.47
1.1.2	Install: Equiv. 250W HPS Cobra Head Luminaire	\$224.36	33	\$ 7,403.81
1.1.2S	Supply: Equiv. 250W HPS Cobra Head Luminaire	\$450.92	33	\$ 14,880.50
1.1.9	Install: 20 Year, 3-Pin NEMA Photocell Controller	\$2.26	110	\$ 248.27
1.1.9S	Supply: 20 Year, 3-Pin NEMA Photocell Controller	\$38.71	110	\$ 4,258.17
1.2.2	Install: Support Spun Aluminum Bracket	\$68.89	10	\$ 688.93
1.2.2S	Supply: Support Spun Aluminum Bracket	\$290.06	10	\$ 2,900.55
2.3.0	Install: Single 15A Inline Fuse (120V Only) – OH	\$13.35	15	\$ 200.20
2.3.0S	Supply: Single 15A Inline Fuse (120V Only) – OH	\$53.38	15	\$ 800.63
2.3.1	Install: Dual 15A Inline Fuse – OH	\$14.69	80	\$ 1,175.10
2.3.1S	Supply: Dual 15A Inline Fuse – OH	\$58.77	80	\$ 4,701.39
2.3.2	Install: 2-1/C #12 MNWU with 1/C #14 Bare Bond Wire	\$24.49	28	\$ 685.59
2.3.2S	Supply: 2-1/C #12 MNWU with 1/C #14 Bare Bond Wire	\$97.94	28	\$ 2,742.36
2.5.1	Conversion of Group Control of all other lights	\$177.53	1	\$ 177.53
3.1	Install: "Dimmable" 5-Pin NEMA Adaptive Controller (Premium)	\$4.56	110	\$ 501.91
3.1S	Supply: "Dimmable" 5-Pin NEMA Adaptive Controller	\$147.10	110	\$ 16,180.49
3.2	Install: Adaptive Control System	\$492,685.01	1.20%	\$ 5,906.21
3.3	Fixture Disposal/Recycling	\$616.91	1	\$ 616.91
NA	Supply Adaptive Control Gateway	\$3,660.00	2	\$ 7,320.00
NA	Install Adaptive Control Gateway	\$3,050.00	2	\$ 6,100.00
			Totals	\$ 126,545.82

Note: Only relevant unit prices are shown above. Additional items have been captured within Contract, but should not apply within Prince Township.



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SCHEDULE B – Warranty

- Warranty letters: Unless stated otherwise, the Proponent will provide a minimum 10 year warranty on all luminaire and photocell controllers, and a minimum 5 year warranty on all other materials, equipment and labour.
- Labour for warranty items will be provided by PUC and charged to the proponent at a cost of:
 - Luminaire Replacement: \$200 per luminaire plus 3% annual escalation.
 - Other: \$200 per hour of labour (minimum one hour charge), plus the cost of the component, plus a 3% annual escalation.

The warranty period will commence upon final completion of the project. The Contractor shall provide invoicing details to PUC.