Verify revision is current prior to use.

ENMAX Telecom Program

Standard Owner	Title	Date Approved
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0	January 19, 2023	Released for Telecom Choice Agreement Negotiations
1	April 14, 2023	Reformatted, addition of Document purpose (see 1.0), and First Right of Refusal process (see 6.1)

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1.0 ENMAX TELECOM PROGRAM PROCESS DOCUMENT PURPOSE

This document is intended as a supplemental process document to the Telecom Licensing Agreement and demonstrates how Approved Third Parties, EPC and the pre-qualified vendors will work to prepare EPC Infrastructure to accommodate Telecom Facilities.

This document, or process, will be reviewed by Approved Third parties, the pre-qualified vendors, and EPC on, at minimum, a yearly basis to ensure that the program is delivering the results expected; including increased flexibility and competitive pricing.

2.0 ENMAX TELECOM PROGRAM

The ENMAX Telecom Program (the "**Program**") is to be used when an Approved Third Party wants to utilize ENMAX Infrastructure for Telecom Facilities. ENMAX has pre-qualified Contractors that can deliver the Program in working with Approved Third Parties to prepare EPC Infrastructure to accommodate Telecom Facilities. ENMAX will maintain a list of the pre-qualified Contractors as well as a list of Approved Third Parties who can utilize the Program.

To initiate the Program, an Approved Third Party will submit an Attachment and Installation Request to one or more of the pre-qualified Contractors. Upon receipt of an Attachment and Installation Request, the pre-qualified Contractor(s) will review the Approved Third Party design (with input from ENMAX) and provide a preliminary cost estimate to the Approved Third Party in relation to the work required to prepare the ENMAX Infrastructure to accommodate the proposed Telecom Facilities (which includes the installation of Telecom Facilities in Network and High-Density Conduit). Upon receipt of the preliminary cost estimate, the Approved Third Party will choose a pre-qualified Contractor to execute the work (the "**Contractor**") under the Program (the "**Project**").

In delivering the Program, the Contractor will perform the review, design, and construction in relation to Overhead Pole Line Analysis ("**PLA**"), Network and High-Density Conduit Works (i.e., cable routing and installation), and Power Supply scopes of work. The Contractor will provide Preliminary and Final Estimates directly to the Approved Third Party, as well as invoice the Approved Third Party for all work completed (inclusive of all ENMAX costs in relation to an Attachment and Installation Request). ENMAX will maintain the care and control of ENMAX infrastructure in the form of but not limited to, Engineering Review, Issuing of Permits, Construction Review, QA/QC Review, Inspection, Hot Work, work within the Limits of Approach, and Energization.

ENMAX Telecom Program will encompass the following three scopes of work as summarized here for conceptual purposes:

- **Overhead Pole Line Analysis ("PLA" or "Attachment Requests")** – In order for an Approved Third Party to over-lash on existing messenger, install new laterals, install new Small Cell Devices, modify, or install new Telecom Facilities on ENMAX overhead poles, a PLA will be required to be completed by a pre-qualified Contractor and submitted to ENMAX. The PLA will be inclusive of but not limited to pole inspections, LiDAR survey, and PLS-CADD modeling to produce ENMAX (Power Make Ready) and Approved Third Party (Telecom Make Ready) scopes of work. The PLA scope of work will also be inclusive of power supply design for any attachments that require servicing.
- **Network and High-Density Conduit Works ("Installation Requests") –** For an Approved Third Party to install, modify, or salvage Telecom Facilities within the ENMAX Network and High-Density duct banks systems, a pre-qualified Contractor will be required to execute such activities which may include but not be limited to proof & rope, routing design, cable pulling, and construction activities based on the subject design or request.
- **Power Supply –** Requests for Approved Third Parties to obtain power to Telecom Facilities separate from ENMAX Infrastructure (i.e., power pedestals, cell towers, macro sites, etc.) will require engineering and construction by a pre-qualified Contractor (excluding hot work and Limits of Approach). This scope of work will closely follow the already established Developer's Choice process.

3.0 ENMAX TELECOM PROGRAM OUTLINE

A general outline of Project delivery and execution the ENMAX Telecom Program is as follows:

(1) Project Initiation:
- (i) Attachment and Installation Request
- (ii) Approved Third Party Relocation and Removal Requests
- (iii) Review and Preliminary Estimate
- (iv) Contractor Selection and Project Initiation

(2) Design:
- (i) Issued for Review Package
- (ii) Final Estimate
- (iii) Issued for Construction Package

(3) Construction:
- (i) Construction Preparation
- (ii) Construction
- (iii) Quality Control and Assurance
- (iv) As-builts
- (v) Inspection of ENMAX Infrastructure
- (vi) Issuing of PLA Permit (PLA only)
- (vii) Inspection of Telecom Facilities (PLA Requests Only)
- (viii) Energization

(4) Closeout:
- (i) Record Drawings
- (ii) ENMAX invoicing to Contractor's
- (iii) Construction Completion Certificate
- (iv) Investment (if applicable)

(5) Safety:
- (i) Prime Contractor
- (ii) Working on or around electrical equipment
- (iii) Approved Third Party access to existing Telecom Facilities

(6) Responsibility Matrix:
- (i) Overall
- (ii) Pole
- (iii) Conduit
- (iv) Power Supply

(7) Distribution Design: Non-Technical (Developers Choice) guidelines applicable to ENMAX Telecom Program

(8) Conduit and Pole Costs

(9) Wireless Devices:
- (i) Approved Equipment
- (ii) Request for Approval

As well as information related to:

(10) Prequalified Contractors

(11) Pole Costs

(12) Standards, and

(13) Definitions

See ENMAX Telecom Program process map in Contractor Access Portal for a detailed schematic of the program

4.0 PROJECT INITIATION

4.1 Attachment and Installation Request

The Approved Third Party will submit an Attachment and Installation Request that contains a proposed layout, design, and cable information for proposed attachments and/or cable installation to pre-qualified Contractor(s) for a Preliminary Estimate. If Power Supply is required for a new attachment request (i.e., small cells), the Approved Third Party is to include the loading requirements in their request. Power Supply only scope is included under the ENMAX Telecom Program; therefore, Approved Third Parties will also submit these requests (i.e., cell towers, standalone pedestals, and macro sites) via an Attachment and Installation Request.

Please see EPC Joint Use Pole Application Requirements & EPC Joint Use Network and High-Density Cable Installation Requirements for more information on required Approved Third Party information for PLA and Installation Requests.

Please see section 2.1.2.2.1 in the Distribution Design: Non-Technical (Developers Choice) document for required Approved Third Party information for projects that contain Power Supply.

4.2 Approved Third Party Relocation and Removal Requests

ENMAX will issue a "Notice of Relocation" (as defined in the agreement allowing an Approved Third Party to participate in this Program) directly to the Approved Third Party for the removal of existing Telecom Facilities on or in ENMAX Infrastructure where removal (and subsequent relocation) is required. The Approved Third Party will then submit an Attachment and Installation Request to the pre-qualified Contractor(s) of their choosing and follow the steps as described in this Program.

4.3 Preliminary Estimate

The pre-qualified Contractor(s) will perform a review of the information provided by the Approved Third Party to assess the constructability of adding Telecom Facilities to ENMAX Infrastructure. If required, the pre-qualified Contractor(s) will perform a site inspection to verify existing utility and third-party infrastructure related to the request and gather relevant information about the surrounding area in order to estimate the cost and schedule, as well as any associated work, including all ENMAX costs (Engineering Review, land, inspection, etc.).

Included in the Preliminary Estimate by the Contractor to the Approved Third Party:

(1) Summary of Work to be completed by the Contractor (and ENMAX)
(2) Preliminary Budgetary Estimate
    (i) Proof and Rope Activities (Installation requests only)
    (ii) PLA Permitting Activities (PLA requests only)
    (iii) Anticipated preliminary Make Ready Work Cost (If required)
    (iv) Issued for Review Package creation

(v) ENMAX costs (Engineering & Construction Review, Inspection, etc.)

(3) List of Special Considerations, including but not limited to:

(i) Third party impacts

(ii) Cost impacts

(iii) Schedule impacts

(iv) Enhanced Poles (if present)

(v) other

Power Supply Only Projects (i.e., project has no PLA or Installation Request requirements) do not require a Preliminary Estimate. However, the Power Supply project will still require an IFR Package. Please see the Distribution Design: Non-Technical (Developer's Choice) guidelines for more information regarding Power Supply Only projects.

4.4 Contractor Selection and Project Initiation

Upon receipt by the Approved Third Party of the Preliminary Estimate(s) from the pre-qualified Contractor(s) the Approved Third Party will need to evaluate said Preliminary Estimate(s) and choose a pre-qualified Contractor to become the Contractor (by signing their estimate) who will undertake the project. After receiving a Preliminary Estimate signed by an Approved Third Party, the Contractor will submit a completed Attachment and Installation Request ENMAX at GetConnected@enmax.com for the creation of a Project.

5.0 DESIGN

5.1 Issued for Review Package and Submission

Upon ENMAX's creation of a Project, the Contractor will perform the required activities outlined in Preliminary Estimate, including related activities required for the Project to complete a IFR Package (i.e., PLA Permit Package or Cable Route Design) in accordance with the applicable Standards specified but not limited to Section 15. The Contractor will submit the IFR Package to the assigned ENMAX PE/PM & JUTApplications@enmax.com for Engineering review and approval or return to Contractor to address matters as identified in the IFR Package prior to approval.

The Contractor is to refer to the EPC Joint Use Pole Attachment Application Requirements, the EPC Joint Use Network and High-density Cable Installation Requirements, Distribution Design: Non-Technical (Developers Choice) and all applicable forms & specifications for IFR package requirements. Please see Section 10 of the Distribution Design: Non-Technical (Developer's Choice) guidelines that are applicable to the ENMAX Telecom Program.

Upon ENMAX's review and approval of IFR Package, ENMAX will supply the Contractor with an updated ENMAX cost estimate for the project. The Contractor will create a final estimate, inclusive of ENMAX's costs, which will be submitted to the Approved Third Party.

5.2 Final Estimate

The Final Estimate should include a clear indication of all costs related to the Project including but not limited to any required ENMAX Power Make Ready scope (the work required on or the replacement of ENMAX Infrastructure, ENMAX costs, Cable pulling, modifications, etc.) and which will be provided to the Approved Third Party for review and approval before the applicable scope commences as outlined. The Contractor is solely liable to the Approved Third Party in relation to the Final Estimate and the execution of all related work.

The Contractor will identify (and provide costs, if required) for any work related to the following items as part of the Final Estimate:

(1) All permits, agreements, and approvals necessary for project execution
(2) Potential landowner issues (Any use of or potential infringement on private property will be brought to the attention of the Approved Third Party to allow for review of alternate options.)
(3) List of stakeholders that require coordination
(4) Any other issues that may potentially affect the project schedule
(5) Traffic controls requirements
(6) Detailed Design
    (i) ENMAX Power Make Ready Work
    (ii) Installation and conduit services work
    (iii) Power Supply work
(7) Final Estimate for Engineering and Construction (including ENMAX Costs)
(8) Schedule for completion of major activities of the Make Ready Work

(9) List of Special Considerations
- (i) Cost Impacts
- (ii) Schedule Impacts

For PLA projects with no Power Make Ready or construction scope for ENMAX or the Contractor, the Final Estimate may be inclusive of costs to complete the PLA Permit only.

5.3 Issued for Construction Package (IFC)

After receipt of the Approved Third Party's written approval of the Final Estimate, The Contractor will notify the ENMAX PE/PM & JUTApplications@enmax.com that the Final Estimate has been approved by the Approved Third Party. The Contractor will then finalize all detailed designs required to complete the scope outlined in the estimate. This includes all design activities in the approved IFR package required to issue an Issued for Construction package ("IFC Package"). As well, the Contractor will obtain and include in the IFC Package all applicable permits, licenses, and authorizations required to complete the full scope of work.

The Contractor will submit the IFC Package to the ENMAX PE/PM & JUTApplications@enmax.com for review and approval. Upon internal approval by ENMAX Engineering, the IFC Package will be sent to ENMAX Inspections and Field Execution Planning groups for further review and approvals.

Please see EPC Joint Use Network and High-Density Cable Installation Requirements for more information on IFC Package requirements for Installation Requests.

Please see section Distribution Design: Non-Technical (Developers Choice) document for more information on IFC Package requirement for PLA projects with Power Make Ready scope, as well as Power Supply projects.

6.0 CONSTRUCTION

6.1 Construction Preparation

The Contractor will coordinate with all stakeholders in the execution of the work. Such stakeholders may include, but are not limited to, ENMAX, other Approved Third Parties with attachments or cable installations, contractors of Approved Third Parties, The City of Calgary, and railway companies to name a few.

The Contractor will work with ENMAX to provide notifications, as required, including all homeowner notifications for private property access. The Contractor will coordinate all permitting and execute all traffic accommodation requirements to complete that the Contractor will be undertaking.

Wherever possible, the Approved Third Party, the Contractor, ENMAX, and all other users of a Pole or Conduit (including any other applicable Approved Third Parties) shall cooperate in the scheduling of work, where ENMAX may schedule the work in its sole discretion which shall bind all affected parties of the subject work.

Where ENMAX has First Right of Refusal, all efforts will be made to support project schedules. Field Services will review quarterly all forecasts and project designs to determine capacity to complete the work. Following the quarterly review Field Services, to avoid delays to construction, will notify the applicable DBC if EPC is unable to complete the work. If so, then the DBC is then responsible for completing the work, materials will still be supplied by ENMAX for that project.

Where simultaneous work on a Pole and Conduit is not possible, work will be prioritized in the following order:

(1) Utility emergency and restoration work;
(2) or as otherwise dictated by ENMAX;
(3) Approved Third Party emergency and restoration work;
(4) Utility normal planned construction and maintenance work; and
(5) Approved Third Party normal planned construction and maintenance work.

Please see section Distribution Design: Non-Technical (Developers Choice) Section 2.1.2.4. Construction for more information on requirements for construction requirements and procedures. All sub-sections of 2.1.2.4. will be applicable to Power Supply and PLA Projects with Power Make Ready scope, not all sub-sections will be applicable to Installation Requests within the Network and High-Density duct bank systems.

6.2 Construction

The Contractor will supply all services, labor, vehicles, machinery, equipment, materials, tools, security, and supervision required to safely complete all construction activities identified in the Design which may include but not be limited to:

(1) Pole replacements and all associated Pole Costs*
(2) All modification or addition to utility-owned attachments
(3) Adjustment of any attachments/Attachments of any party, including re- tensioning
(4) Removal and salvage of equipment, as required
(5) Site remediation in accordance with the Standards and Applicable Law
(6) All work within the Limits of Approach*
(7) All work within the utility infrastructure including but not limited to manholes and transformer vaults
(8) Replacement of small conductor
(9) Coordination with third parties, ENMAX, or any other party named herein

*****ENMAX shall have a First Right of Refusal for pole replacement work, pole works, Hot Work, and all work done within the Limits of Approach.

6.3 Quality Control and Assurance

The Contractor shall develop and submit the Inspection and Test Plan ("ITP") to ENMAX for approval prior to construction for each project. ENMAX, in its sole discretion, may provide the ITP and inspection & forms templates to be used on the project.

6.4 As-built Drawings

The Contractor will sign off on the ENMAX Construction As-built Sign-off Sheet upon construction completion, indicating:

(1) The construction meets all Standards
(2) Any deficiencies have been identified and completed to the satisfaction of ENMAX or may be permitted to remain, post-energization, with prior written approval by ENMAX
(3) There is no personal or equipment safety or operation issue with energization of the Attachments
(4) The amount of Approved Third Party new cable installed and/or remove in conduit (per meter)
(5) The amount of Approved Third Party attachments added and/or removed from poles (per attachment)

The Contractor will submit a signed off as-built drawing to ENMAX within 5 business days of construction completion that has been date stamped with the date of completion.

The Contractor will send all relevant as-built information to the Approved Third Party in accordance with its requirements for updating its asset information systems.

Please see section Distribution Design: Non-Technical (Developers Choice) section 2.1.2.7.2 Final Inspection and Energization for more information on ENMAX as-built package requirements and procedures.

6.5 Inspection of ENMAX Infrastructure

On completion of Work, ENMAX will conduct a post-construction inspection of the work to ensure it was completed in accordance with the authenticated drawings, all requirements laid out in the IFC Package, and meets all Standards. Once inspection is complete and passed, the Contractor is to submit a Substantial Completion Certificate to ENMAX.

For Network & High-Density Conduit Projects, an inspection will take place during construction activities and/or by inspection of QA/QX & as-built data. Onsite inspections during construction activities for Network & High-Density Conduit Projects will be at the sole discretion of ENMAX.

Please see section Distribution Design: Non-Technical (Developers Choice) section 2.1.2.6. Inspection for more information on ENMAX Inspection requirements and procedures.

6.6 Issuing of PLA Permit (PLA Requests Only)

Upon receipt of as-built drawings and completion of inspection in relation to the EPC Infrastructure for overhead Attachments, ENMAX will issue a PLA Permit to the Approved Third Party to allow the Approved Third Party to complete the Telecom Make Ready scope outlined in the permit, as well as their scope of work submitted at project initiation.

The PLA Permit will have an expiry date of 6 months from the date issued. If the Approved Third Party requires additional time, the Approved Third Party may request a permit extension of 3 months. All permit extension requests will be subject to ENMAX approval and must be submitted to ENMAX within the original 6 month expiration date. If the PLA Permit expires, the Project will be closed out and the Contractor will have to initiate a new project under the Program.

The Approved Third Party is to notify ENMAX within 5 calendar days once the approved Telecom Make Ready scope and installation of Telecom Facilities has been completed. ENMAX will log and record that construction outlined in the PLA Permit has been completed.

The Approved Third Party must submit as-builts to ENMAX for the Telecom Make Ready scope completed and Telecom Facilities attached to the ENMAX Infrastructure within 20 days of work completed. After the as-built is submitted, ENMAX will perform an inspection of the Telecom Facilities attached, installed, or over-lashed, and the Telecom Make Ready scope.

6.7 Inspection of Telecom Facilities (PLA Requests Only)

Once the as-builts have been received by ENMAX for the installation of Telecom Facilities on ENMAX Infrastructure, ENMAX will complete an inspection of the work completed by the Approved Third Party to ensure it was completed in accordance with all requirements laid out in the PLA permit and meets all Standards. If ENMAX deems the subject work does not meet the requirements in the PLA Permit, the Standards or is otherwise non-conforming, the Approved Third Party shall correct the work identified by ENMAX as non-complainant.

ENMAX will not energize any Telecom Facilities until an inspection has been completed by ENMAX and the work has been approved or otherwise deemed compliant.

6.8 Energization

Upon inspection and approval of the completed work (Contractor and Approved Third Party), the Contractor or Approved Third Party coordinate the energization of the service with ENMAX, on behalf of the Approved Third Party.

For an unmetered service, in addition to the steps listed on ENMAX's website, the Contractor is to fill out and submit a Non-Metered Request to wsunmetered@enmax.com.

Please see section Distribution Design: Non-Technical (Developers Choice) section 2.1.2.7.2 Final Inspection and Energization for more information on energization requirements and procedures.

7.0 CLOSEOUT

7.1 Record Drawings

The Contractor will create and authenticate Record Drawings based off the signed off as-builts and in accordance with ENMAX standards and guidelines. Authenticated record drawings are to be submitted to ENMAX within 30 days of construction complete. Record drawings are not required for Network & High-Density Conduit Projects.

7.2 ENMAX Invoicing to Contractor

ENMAX shall invoice the Contractor for ENMAX's actual costs incurred arising from or related to a Project (including the subject Attachment or Installation Request) after the Record Drawing submission. ENMAX costs are to be included in the Preliminary and Final Estimates.

If a project is cancelled prior to completion, ENMAX to invoice the Contractor for all costs to date.

7.3 Construction Completion Certificate

Upon satisfactory completion of construction and installation of the infrastructure, and the final inspection by ENMAX, the Contractor must submit to ENMAX an original DC-0024 Construction Completion Certificate ("CCC") authenticated and stamped by the Contractors Engineer with the as-built package. If the project requires energization, the site primary infrastructure energization date will be used to represent the date of the CCC. If the project does not require energization, the date of final inspection by ENMAX will be used to represent the date of the CCC. ENMAX will provide the acceptance or rejection of the construction completion during the review of the as-built package.

Please see section Distribution Design: Non-Technical (Developers Choice) section 2.1.2.8.1 Construction Completion Certificate for more information on CCC requirements and procedures.

7.4 Investment (Power Supply)

Investments, if any, will be determined as per the Distribution Tariff. ENMAX will send an Investment Level Letter to the pre-qualified Contractor. The Investment will be paid by ENMAX to the Approved Third Party upon completion (when As-built Package approved by ENMAX). Any changes to the scope of the project during design and construction may affect the level of ENMAX's investment.

7.5 Final Acceptance Certificate

Sixty (60) days prior to the expiry of the two (2) year warranty period for the work completed by the Contractor, the Contractor shall request to ENMAX inspections a final inspection. Upon the correction of any outstanding damage, defects, deficiencies, or any other non-conformance, the Contractor shall submit to ENMAX a Final Acceptance Certificate (FAC) duly signed and sealed by the Contractor. Failure to complete the final inspection and sign-off of the FAC may at

ENMAX's sole discretion extend the warranty period.

Please see section Distribution Design: Non-Technical (Developers Choice) section 2.1.2.8.4 Final Acceptance Certificate (FAC) for more information on FAC requirements and procedures.

8.0 SAFETY

8.1 Prime Contractor (Pre-Approved Contractor Scope of Work)

The Contractor is the Prime Contractor for the ENMAX scope of work set out within this Program. For each Project and prior to performing any work, the Contractor shall identify to ENMAX in writing if they are delegating the Prime Contractor responsibilities (as defined in *Occupational Health and Safety Act* (Alberta)). In the event the Contractor is not the Prime Contractor, it shall adhere to all directions lawfully given by the Prime Contractor in discharging its Prime Contractor obligations. In the event the Contractor is the Prime Contractor, it shall discharge all Prime Contractor obligations in a diligent and prudent manner and in accordance with Applicable Laws.

8.2 Working on or around ENMAX Infrastructure

All parties must comply with ENMAX's Ground Disturbance Guidelines and safe Limits of Approach set out by the AEUC when working on or around ENMAX Infrastructure.

8.3 Approved Third Party Access to Existing Telecom Facilities and installation of new Telecom Facilities

8.3.1 Approved Third Party as Prime Contractor

Whenever the Approved Third Party is executing work on ENMAX Infrastructure that falls outside of the Power Make Ready scope, such as Telecom Make Ready scope and the installation of Telecom Facilities, the Approved Third Party or its designate will be the Prime Contractor and carry out the obligations of the *Occupational Health and Safety Act* and Applicable Laws.

8.3.2 Overhead Facilities

To determine if the Telecom Facilities or working on the Telecom Facilities will place an Approved Third Party or their designate within the Limits of Approach, the Approved Third Party or its designate must first confirm the voltage of the power line.

If the Approved Third Party or its designate determines that the existing Telecom Facilities and working on the existing Telecom facilities will be outside of the Limits of Approach, as set out by the AEUC, the Approved Third Party or its designate may access the existing Telecom Facilities as they see fit for installation, maintenance, and emergency purposes.

If the Approved Third Party or its designate determine that Telecom Facilities are within the safe Limits of Approach, or the work required will put an Approved Third Party or its designate within the Limits of Approach, Approved Third Parties or its designate must comply with the following requirements, including but not limited to:

(1) Requirements set out by the AEUC;
(2) Comply with safe Limits of Approach set out by the AEUC for the corresponding

voltage of the pole line(s) determined in (A) above; and

(3) Contact ENMAX at 403-514-6100 to have a Qualified Utility Employee on site to provide standby or hold off procedures.

8.3.3 Network and High-Density Facilities

To access existing Telecom Facilities within ENMAX Network and High-Density duct bank systems, Approved Third Parties and/or their designate are to work directly with ENMAX's approved vendors for QUE Safety Watch services for access to confined spaces and FOSC retrievals for fibre splicing and maintenance. The following process is to be followed to access the existing Telecom Facilities:

(1) Approved Third Party must request safety watch services from approved ENMAX safety watch vendors, providing time, date, location, and duration
(2) Approved ENMAX safety watch vendor provides Telecom with cost estimate, if requested
(3) Once scheduled, the vender will notify ENMAX of the time, date, and location which will be shared with ENMAX Field Services
(4) During the Safety Watch the approved ENMAX safety watch vendor completes a site audit and required QC document
(5) Approved ENMAX safety watch vendor submits QC documents to ENMAX
(6) Approved ENMAX safety watch vendor issues invoice to Approved Third Party or their subcontractor

Approved ENMAX safety watch vendor list and contact information:

ENMAX Approved Safety Watch Vendors	Contact Name	Phone	Email
Iconic Power Systems	Jacques Breytenbach	403-333-1198	safetywatch@iconicpowersystems.com
Jesco Electric Contractors Ltd.	Rick Guest	403-934-7601	rguest@jescoelectrical.ca

9.0 RESPONSIBILITY MATRIX

The chart below provides a high-level overview of the Responsibility Matrix for the Telecom Model scopes of work.

Scope of Work	Approved 3rd Party	Contractor	ENMAX
ENMAX Network and Distribution Conduit Work			
Telecom Cable Design, ISP Design, Last Mike Placement	X		
Preliminary Cable Routing Design		X	
Proof and Rope, Cable Placement		X	
QUE Standby for Telco Access with ENMAX Vendors			X
Design Review, Inspections, QA/QC, Commissioning			X
New Civil for ENMAX owned conduit		X	
Material Procurement		X	
Overhead PLA and Pole Replacements			
Telecom Cable Design			
Aerial Permit Application Submission		X	
Pole Inspections		X	
Aerial Permit Approval			X
Design Review, Inspections, QA/QC, Commissioning			X
Material Procurement			X
Power Make Ready Design		X	
Power Make Ready Construction *ENMAX first right of refusal		X	X
Telecom Make Ready	X		
Fibre Lashing and Last Mile Scope	X		
Power Supplies (including COC Street Light Attached small cells)			
Service Requirements, location, etc.	X		
Design Review, Inspections, QA/QC, Commissioning			X
Material Procurement		X	
Single and Three-Phase power supply design		X	
Single and Three-Phase power supply construction		X	
Secondary Cable and Duct Installation	X		
Energization Request	X	X	
Work Within Limits of Approach			X
Hold Offs and Energization			X

10.0 DISTRIBUTION DESIGN: NON-TECHNICAL (DEVELOPERS CHOICE) GUIDELINES APPLICABLE TO ENMAX TELECOM PROGRAM

The following chart shows which sections of the Non-Technical (Developers Choice) guidelines are applicable to individual scopes of work within the ENMAX Telecom Program.

The Contractor is to refer to the sections listed below as per their project scope. However, the requirements listed in Non-Technical (Developers Choice) guidelines sections may differ or may not be applicable based on the project scope being completed within the ENMAX Telecom Program (i.e., Installation and PLA projects) as most projects are located on road allowance. The Contractor is to work with the assigned ENMAX Project Engineer for any clarification on project requirements listed in the Non-Technical (Developers Choice) guidelines to determine if they are applicable to the ENMAX Telecom Program project.

Distribution Design: Non-Technical Guideline Applicable Sections to ENMAX Telecom Program Table				
Distribution Design: Non-Technical (Developers Choice) Section	ENMAX Telecom Program Project Scopes			
	PLA, Permit only no Power Make Ready or Power Supply	PLA with Power Make Ready and/or Power Supply Scope	Network & High-Density Cable Installation	Power Supply
2.1.2.1.3. Documentation, Drawing, Records	X	X	X	X
2.1.2.1.4. Technical Design Guidelines	X	X	X	X
2.1.2.1.5. Construction and Material Standards		X	X	X
2.1.2.1.11. Construction Prior to Final Design Acceptance	X	X	X	X
2.1.2.2.2 Interconnection Point		X		X
2.1.2.3.2 Design Guidelines	X	X	X	X
2.1.2.3.4 Drafting Guidelines		X		X
2.1.2.3.5 Survey and Land Guidelines		X	X	X
2.1.2.3.6 Internal Access to Equipment		X	X	X
2.1.2.3.7 Access to Manholes		X	X	X
2.1.2.3.8. Project Planning Meeting		X	X	X
2.1.2.3.10 Investment		X		X
2.1.2.3.11 Design Package		X		X
2.1.2.3.12. Design Revisions After EPC Acceptance	X	X	X	X
2.1.2.4. Construction		X	X	X
2.1.2.5. Materials		X		X
2.1.2.6. Inspections		X	X	X
2.1.2.7. Acceptance of Work and Energization		X	X	X
2.1.2.8. Project Close-Out		X	X	X

11.0 CONDUIT AND POLE COSTS

The Approved Third-Party will be liable for all Pole Costs and Conduit Costs to accommodate new attachments or installations requested in the Attachment and Installation requests.

Conduit costs are inclusive, but not limited to, of all breakouts, stubs, modifications, and conduit that is required to be installed to accommodate the Attachment and Installation request submitted from the Approved Third-Party to the pre-approved Contractor.

Pole costs are set out in Section 14 of this document.

12.0 WIRELESS DEVICES

12.1 Approved Equipment

ENMAX will own and maintain a list of approved Wireless Devices that have been submitted to ENMAX by Approved Third Parties. Approved Third Parties may only send Attachment and Installation Request to pre-qualified Contractors for Wireless Devices that have been submitted to and approved by ENMAX.

Any modifications to previously approved Wireless Devices will require additional approval from ENMAX, as set out below in Request for Approval.

12.2 Request for Approval

Approved Third Parties shall issue a written request to ENMAX detailing the specifications of the units and/or modifications as applicable, along with any supporting documentation and other information as requested by ENMAX.

ENMAX will review the request and shall (in its sole discretion), no later than six (6) months' following receipt of the request, notify the Approved Third Party whether the request is approved (subject to certain conditions, if applicable) or not approved.

If approved, such wireless equipment (new and/or modified) shall be deemed fit for installation and will be added to the approved Wireless Devices list.

13.0 PRE-QUALIFIED CONTRACTORS

ENMAX Telecom Program engaged in a comprehensive RFPQ process to pre-qualify services providers who can operate as the Design-Build Companies for their program located in Appendix 1.

14.0 POLE COSTS

"**Pole Cost**" means the total cost of repairing, replacing, or otherwise enhancing a Pole so that it is capable of accommodating one or more proposed Attachment(s) in compliance with the Standards, Applicable Law, as per the ENMAX Telecom Program. For greater certainty, Pole Cost may include (but are not limited to) costs associated with or resulting from the following activities to the extent applicable:

a. mobilizing any resources, employees or subcontractors required in connection with the subject matter of this document;

b. removing any existing attachments/Attachments or other items placed, affixed or attached to a Pole;

c. performing any maintenance work or other Make Ready Work required to improve, ameliorate or remedy the condition of a Pole that is required to accommodate the Attachments;

d. procuring any materials or equipment to be placed, affixed or attached to a Pole to facilitate the placement of additional attachments/Attachments, and any Make Ready Work performed in connection therewith;

e. removing an existing Pole, including preparing the surrounding area for such removal;

f. disposing of an existing Pole in accordance with all applicable environmental and safety standards;

g. procuring a new Pole;

h. installing a new Pole;

i. placing, affixing or attaching any attachments/Attachments or other items previously placed, affixed or attached to a removed Pole on a new Pole;

j. placing, affixing or attaching the proposed Attachment to a Pole;

k. de-mobilizing any resources, employees or subcontractors required in connection with the subject matter of this Schedule; and/or

l. performing any Make Ready Work required in connection with the subject matter of this Schedule.

15.0 STANDARDS AND SPECIFICATIONS

Standards shall include all laws, regulations, standards, and codes applicable to the ENMAX Telecom Program, including but not limited to the following:

(a) The following guidelines and standards shall together constitute the ENMAX specifications as of the Effective Date for the ENMAX Telecom Program:

(iii) ENMAX Distribution Design Guidelines NON-TECHNICAL (refer to Developer Choice sections);
(iv) ENMAX Distribution Design Guidelines TECHNICAL;
(v) EPC Construction Standards;
(vi) EPC Material Standards;
(vii) ENMAX Ground Disturbance Guidelines;
(viii) Drafting Guidelines;
(ix) ENMAX OH Design Criteria;
(x) ENMAX Survey Requirements;
(xi) ENMAX Telecom Program;
(xii) EPC Joint Use Pole Application Requirements;
(xiii) EPC Joint Use Network and High-Density Cable Installation Requirements;
(xiv) ENMAX Project Environmental Screening Form; and
(xv) All other specifications, guidelines, and/or processes ENMAX provides the Contractor notice of.

(b) All Work performed must comply with all applicable City of Calgary specifications, which shall include but not be limited to the following:

(i) City of Calgary Road Construction Standard Specifications, latest edition
(ii) City of Calgary Sewer Construction Specifications, latest edition
(iii) City of Calgary Waterworks Construction Specifications, latest edition

(c) maintain the permits, authorizations, approvals, licenses, and like requirements designated in the Specifications. The Contractor shall promptly provide ENMAX with copies of all such documents, upon request.

(d) Standards shall also include but not be limited to the following, where applicable:

(i) Alberta Electrical Utility Code (AEUC),
(ii) CSA C22.3 No.1-15 Overhead Systems,
(iii) CSA C22.3 No.7-15 Underground Systems,
(iv) CSA 22.1-18 Canadian Electrical Code, and
(v) CS C22.2 No. 41-13 Grounding and Bonding Equipment.

16.0 DEFINITIONS

"Agreement" means:

(i) The Telecom Facilities Licence Agreement, including all schedules and amendments thereto; and

(ii) this ENMAX Telecom Program document, as amended by ENMAX from time to time, including any related scopes of work, and estimates issues thereunder;

"Applicable Law" means all applicable laws, including but not limited to statutes, bylaws, regulations, regulatory approvals, standards, guidelines, rules and codes, and all orders, directions and decisions of any court of competent jurisdiction, regulatory body, AUC, or other lawful authorities acting within their powers and having jurisdiction over the business of ENMAX and ENMAX's infrastructure and the lands thereon.

"Approved Third Parties" means any Person that is authorized by or through ENMAX to occupy or otherwise use ENMAX infrastructure.

"AUC" means the Alberta Utilities Commission, and any successor thereof.

"Attachment and Installation Request" means a request by an Approved Third Party for the installation or attachment of Telecom Facilities (and Power Supply) on or in ENMAX Infrastructure in accordance with the ENMAX Telecom Program, including Power Supply, excluding Service Droplines.

"Attachment(s)" means any material, apparatus, equipment, or facility owned by Approved Third Party and to be used solely for the purpose of providing Telecommunications Services, including, but without limiting the generality of the foregoing:

(i) Wireless Equipment;

(ii) all necessary peripheral equipment;

(iii) Cable and Strand, including but not limited to Cable not directly attached to a Pole but overlashed to a Cable or messenger owned by an Approved Third Party;

(iv) overlashing;

(v) In-Span equipment, including but not limited to Wireless Equipment, small cell, splice box, and figure-8 cable slack;

(vi) Cable Riser/Dips/Laterals;

(vii) on-Pole splices;

(viii) repeaters or other signal boosting equipment;

(ix) Service Droplines; and

(x) other equipment approved by ENMAX,

which are to be attached or already attached, as the case may be, to a Pole or on Strands affixed to such Pole, but excluding any and all Power Supply equipment in relation to the foregoing.

"Cable" means fibre optic, coaxial or any other cable owned by Telco or an Approved Third Party and used to provide Telecommunications Services.

"Conduit" means a Duct, alone or in combination, encased in concrete located underground within a right-of-way or Support Structure, constructed and designed primarily for the carrying and protection of electric cables and all associated manholes, vaults, tunnels and miscellaneous hardware, which is owned by either ENMAX, or in respect of which ENMAX has the authority to grant the rights described in the Agreement. For clarity, the definition of "Conduit" hereunder shall include Joint Use Conduits but shall exclude the following conduit (without the prior written consent of ENMAX):

(i) Transmission Ducts; and

(ii) any other conduit which ENMAX chooses in its sole discretion as being excluded from the Agreement.

"Construction Completion Certificate" means a certificate issued by the Contractor as described in Section 6.3.

"Contractor" means an entity pre-qualified by ENMAX that continues to be eligible to participate in the Program in ENMAX's sole discretion.

"Design" includes the design of ENMAX Infrastructure in relation to accommodating Telecom Facilities in accordance with the Attachment and Installation Request, as coordinated with and accepted by ENMAX for a particular Project.

"Duct" means a tubular passage within a Conduit which may be subdivided to create Sub-ducts used to carry and protect electric cables or Cables.

"Energization" means connection to a source of electrical energy or otherwise making the Telecom Facilities functional for their intended purpose.

"Enhanced Joint Use Pole" means a Pole in respect of which Telco or another Approved Third Party has paid the applicable Pole Cost to enable the placement of Attachments on such Pole

"ENMAX Costs" means all costs incurred by ENMAX that arise from or are related to an Attachment or Installation Request at ENMAX's sole discretion.

"ENMAX Infrastructure" means Poles, Conduit, and Power Supply or any other ENMAX owned infrastructure, whole or in part, (or infrastructure that ENMAX does not own but has the right use in the ENMAX Telecom Program) that has been authorized for Telecom Facilities by ENMAX, in its sole and unfettered discretion, for Telecom Facilities for the sole purpose of providing Telecommunications Services.

"ENMAX Power Make Ready" means any scope of work that requires modification or installation of ENMAX Infrastructure.

"ENMAX Telecom Program" means the program that ENMAX has put in place to allow Approved

Third Parties certain limited use and access rights to ENMAX Infrastructure for the sole purpose of providing Telecommunications Services, including but not limited to any estimates, scopes of work, and procedures set out therein or resulting therefrom, as such program is amended from time to time by ENMAX in its sole and unfettered discretion.

"Final Acceptance Certificate" means a certificate issued by the Contractor as described in Section 6.5.

"First Right of Refusal" means that ENMAX receives the first right to complete internally all pole works, pole replacements, Hot Work, and work within the Limits of Approach. ENMAX may refuse the work due to scheduling or any reason ENMAX sees fit and allow the work to go external to a pre-qualified Contractor.

"Hot Work" means construction activities on energized ENMAX Infrastructure where ENMAX is required to complete the Work.

"In-Span" means a position on Strand located between two Poles or adjacent to a pole.

"Inspection(s)" means inspections prescribed in the Specifications or specified at the construction planning meeting.

"Installation" means any material, apparatus, equipment or facility as owned by an Approved Third Party and to be used solely for the purpose of providing Telecommunications Services, including, but not limited to Cable, Fibre, Optic Splice Case (FOSC), or otherwise, to be installed or already installed, as the case may be, in Conduit.

"Joint Use" means:

(i) in respect of a Pole, the use of a Pole to support Attachments and, if applicable, attachments of other Approved Third Parties; and

(ii) in respect of Conduit, the use of a Conduit to support Installations and, if applicable, installations of other Approved Third Parties.

"Joint Use Conduit" means a Conduit that supports one or more Installations of Telco and, if applicable, installations of other Approved Third Parties.

"Joint Use Pole" means a Pole that supports one or more Attachments and, if applicable, attachments of other Approved Third Parties.

"Limits of Approach" means the minimum safe distance that must be maintained between personnel and equipment from energized electrical infrastructure or equipment, in order to work safely, in accordance with the Alberta Electrical Utility Code (AEUC), the Standards, and all other Applicable Laws.

"Network and High Density" means the zones within ENMAX's service territory in which ENMAX has installed underground facilities in concrete encased duct-bank and has available Conduit to rent.

"Overhead Pole Line Analysis (PLA)" means the procedure put in place for the purpose of executing Pole Work and giving approval to Approved Third Parties to install Telecom Facilities on Poles. Overhead

Pole Line Analysis can produce ENMAX Power Make Ready scope and Telecom Make Ready scope that is required to be completed prior to new Telecom Facilities being installed.

"Permitting Procedure" means that procedure put in place as between ENMAX and Contractor for the purpose of executing the Work in a safe and efficient manner as distinguished between Pole Work, Conduit Work, and Power Supply Work, where such procedure is further set out in The ENMAX Telecom Program.

means any utility pole owned by ENMAX or in respect of which ENMAX has the authority to grant the rights described in the Agreement. For clarity, the definition of "Pole" hereunder shall exclude the following without the prior written approval of ENMAX:

(i) poles associated with overhead feeder lines constructed through areas designed for underground residential distribution;

(ii) towers, poles or other structures used for transmission lines carrying 69,000 volts of electricity or greater;

(iii) poles located within the City of Calgary's Light Rail Transit rights of way; and

(iv) any other pole which ENMAX designates, in its sole and unfettered discretion, as being excluded.

"Pole Line Analysis (PLA) Permit" means the permit issued to the Approved Third Party to allow the Approved Third Party to install Telecom Facilities on ENMAX Infrastructure within the allowable timeline and approved scope highlighted in the Attachment and Installation Request.

"Pole Cost" has the meaning set out in Section 14.

"Pole Cost Contribution Fee" means an amount equal to:

(i) the Pole Cost in respect of an existing Enhanced Joint Use Pole; divided by

(ii) the Total Enhanced Pole Contributors in respect of such existing Enhanced Joint Use Pole; plus

(iii) a 5% administration charge,

(iii) calculated as of the date that Telco or the Approved Third Party, as applicable, submitted the Attachment and Installation Request in respect of such Enhanced Joint Use Pole(s).

"Pole Cost Reimbursement Amount" means an amount equal to:

(i) the Pole Cost Contribution Fee payable by an Approved Third Party in respect of an existing Enhanced Joint Use Pole; less

(ii) the 5% Pole Cost Contribution Fee administration charge; all divided by

(iii) the number of Enhanced Pole Contributors in respect of such existing Enhanced Joint Use Pole,

(iv) calculated as of the date that the Approved Third Party paid the applicable Pole Cost Contribution Fee. Pole Cost Reimbursements be available for 5 years plus one day from the date

the Enhanced Pole was installed.

"Pole Cost Reimbursement Expiry Date" means the date which is five (5) years plus one (1) day after the date of the pole install, which is the date signed off on the as-built print, and if not signed-off then the date the work first began on the subject pole.

"Power Supply" means electrical and civil ENMAX Infrastructure required to supply electricity to Telecom Facilities, as requested by Approved Third Parties.

"Preliminary Estimate" has the meaning as set out in Section 4.3 herein.

"Professional Engineer" means an engineer duly registered with the Association of Professional Engineers and Geoscientists of Alberta ("APEGA").

"Professional Approved Third Party" means an engineering technologist duly registered with APEGA.

"Project" means the Design, procurement of materials, and construction of or modification to ENMAX Infrastructure required to accommodate Telecom Facilities, in accordance with the ENMAX Telecom Program, and in the case of Installations, the installation of Telecom Facilities in Conduit but shall exclude Attachments and the attachment there of to Poles or otherwise.

"Record Drawings" means drawings prepared and certified by the Professional Engineer or Professional Approved Third Party (where permissible), where the authenticating engineer's authentication represents the approval of the authenticating engineer of the design illustrated on the Record Drawing produced from the as-built or redline drawing submitted by the construction crew. The authenticating engineer has not performed field inspection to verify that construction was done in accordance with the as-built or redline drawings.

"Scope of Work" means the procedures and requirements of the Contractor for the work and execution thereof that will be required for the Contractor to carry out its duties under the ENMAX Telecom Program and any as further set out in Schedule XYZ Telecom Scope of Work.

"Specifications" means Applicable Laws and all those specifications set out in the Scope of Work and any additional specifications provided in writing by ENMAX from time to time.

"Standards" means those Applicable Laws, and standards or either, including but not limited to those set out in the Program or the Agreement, as they may be amended by EPC from time to time.

"Substantially Construction Certificate" means the Contractor has sufficiently completed the Work and the Work is fit for its intended purpose.

"Support Structure" means pedestals, vaults, and other structures, used by ENMAX for the placement of a Conduit and either owned by ENMAX or for which ENMAX has a right to place Conduits.

"Telecom Facilities" means any and all Attachments or Installations, whole or in part, or any combination thereof, and in no way includes ENMAX Infrastructure, joint ENMAX anchors, third party property, or Temporary Attachments.

"Telecom Make Ready" means any work produced from the Overhead Pole Line Analysis that is in relation to Telecom Facilities as well as facilities not owned by ENMAX (i.e., City of Calgary streetlight infrastructure).

"Telecommunications Services" means as defined in the Telecommunications Act (Canada) as provided by Telco which is so licensed to provide the same.

"Temporary Attachments" means any wires or other attachment to a Pole which is intended to be temporary in nature to address an operational situation or Emergency and Hazardous Condition and shall include, but is not limited to, service coils.

"Temporary Installations" means any wires or other installations in a Conduit that are intended to be temporary in nature to address an operational situation or Emergency and Hazardous Condition and shall include, but is not limited to, service coils.

"Transmission Duct" means a Duct which carries and protects high-voltage transmission cables.

"Total Enhanced Pole Contributors" means the number of Enhanced Pole Contributors in respect of an Enhanced Joint Use Pole that has submitted an Attachment and Installation Request to have one or more Attachments placed, affixed, or attached to such Enhanced Joint Use Pole.

"Work" means any and all work and effort to be executed solely by Contractor, including but not limited to: survey, design, procurement of all materials (other than free issue materials or Approved Third Party Material), permitting, coordination with Approved Third Parties, and ENMAX (or any other party as required as part of or otherwise required to execute the Scope of Work and the ENMAX Telcom Program), construction, and any other incidental or ancillary functions, efforts or matters required to complete the ENMAX Infrastructure or modifications thereto, in accordance with the Agreement, the ENMAX Telecom Program and without limiting the foregoing, as more particularly set out in the Scope of Work.

"Wireless Equipment" means:

(i) any transmitting and/or receiving device, or group of devices (including but not limited to small cell antennas, antennas, transceivers, base stations, devices, or other similar equipment or apparatus) used to receive and/or transmit wireless signals for the purposes of communication or the transfer of data or intelligence; or

(ii) without limiting (i), any other telecommunications equipment and any other Telco Facilities, using electromagnetic waves or frequencies

APPENDIX 1

Telecom Choice Program: Approved Design-Build Companies Contact Information

Primary Engineering & Construction Corporation:

Key Contact:
Brendan Harris
Manager, Design-Build
403-616-9445
brendanharris@primaryeng.com

Escalation Contact:
Edward Lopez
Director, Engineering & Design-Build (Alberta South)
403-400-2582
elopez@primaryeng.com

General Inquiries: info@primaryeng.com

Iconic Power Systems:

Key Contact:
Jacques Breytenbach
Project Manager
403-333-1198
jbreytenbach@iconicpowersystems.com

Key Contact:
Steven Aitken
Manager, Project Management and Engineering
403-899-8318
saitken@iconicpowersystems.com

Escalation Contact
Will Myers
VP Project Management
403-510-7158
wmyers@iconicpowersystems.com

General Inquiries: Engineering@iconicpowersystems.com

Newhook Trenching Ltd.:

Key Contract:
Malcolm Graham,
General Manager,
403-369-8321,
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Escalation contact:
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Founder,
403-968-4209,
larry@newhooktrenching.net

Quotes/estimating - quotes@newhooktrenching.net Admin - office@newhooktrenching.net

EPC Telecom Program Contacts:

Key Contact:
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Program Lead, Telecom
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Escalation Contact:
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Manager, Joint Use and Telecom Services
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*As of February 8, 2023