

VIDEOTRON LTD.
INVOICING POLICY
FOR CITIES / MUNICIPALITIES
FOR
REDEVELOPMENT PROJECTS
EFFECTIVE
JANUARY 1, 2022

TABLE OF CONTENTS

1. SUBJECT	3
2. GENERAL.....	3
3. PROCEDURE	3
4. ANALYSIS OF REQUESTS.....	3
5. REQUEST FOR PROJECTS OVER \$100,000	3
6. REQUEST FOR MAJOR PROJECTS (\$500,000+)	4
7. PROJECTS WITH AN AGREEMENT.....	4
8. FEES AND REAL COSTS.....	5
9. PROJECT CANCELLATION.....	5
10. PAYMENT OF INVOICES	5
11. FEES AND REAL COSTS.....	6
12. COLLECTION METHOD	7
13. REQUEST FOR CONSENT	8

1. SUBJECT

- 1.1. The purpose of this policy is to establish the invoicing rules for redevelopment requests during the normal course of operations that must be carried out by Videotron Ltd. or a designated agent unless specifically agreed between Videotron and a city/municipality (the “City”).

2. GENERAL

- 2.1. Any request to Videotron to install, maintain, renovate, replace, move, construct, and/or modify a facility shall be subject to the conditions set out below and the fees set out in Appendix 1 attached hereto.

3. PROCEDURE

- 3.1. Requests should be sent by email to ing_ream.mtl@videotron.com, with the exception of municipalities to the east of the Capitale-Nationale and Chaudière-Appalaches administrative regions where the gateway remains ingenierie_de_quebec@videotron.com.

The applicant must use the CERIU form (attached) and must include the following information:

- 3.1.1. A complete description of the work to be performed, including the required method – that is, overhead or underground – and any other special requirements.
- 3.1.2. Work outlines and/or plans, photos, etc.
- 3.1.3. The desired work schedule.
- 3.1.4. Any other special notes, including emergency work. In such case, the emergency charges mentioned in Appendix 1 will apply.

4. ANALYSIS OF REQUESTS

- 4.1. A work request accompanied by all documents listed in Section 3 will be examined by Videotron to determine the costs and establish a preliminary estimate, which will be subject to the price schedule set out in Appendix 1.
- 4.2. Videotron will process the request within fifteen (15) working days.
- 4.3. If the work request or the accompanying documents are incomplete, inaccurate, unclear or non-compliant, Videotron will notify the applicant in writing. The applicant will have to correct the request.
- 4.4. Consideration of the first application will be suspended until new documents are received. On receipt of the new documents, except in the case of minor changes, a new analysis will be carried out and the review fees set out in Appendix 1 will be charged for this request to be analyzed again.
- 4.5. In the event that the request has to be carried out in less than the 15 days normally required, the request must specify the required completion time. In such a case, additional charges for the “emergency” issue will apply, as set out in Appendix 1.

5. REQUEST FOR PROJECTS OVER \$100,000

- 5.1. When a request is made for a project that costs more than \$100,000 and where

INVOICING POLICY

Videotron has received the information/documents referred to in Section 3 above, a rough estimate will be submitted to the applicant for written approval, with a note stating that the final invoice will be for the real cost.

- 5.2. The estimate will state the amounts the applicant will have to disburse based on the following phases:
 - 5.2.1. Phase 1 (Completion of Engineering) = Interim invoice submitted, to be paid within 30 days of receipt
 - 5.2.2. Phase 2 (Completion of Work) = Final invoice submitted, to be paid within 30 days of receipt
- 5.3. In the event of a cost overrun during the performance of the project, the applicant will be promptly notified in writing.
- 5.4. The applicant will be required to sign the cost overrun notice again in order for the project to continue. In the event of a refusal to proceed, the applicant will be responsible for any costs incurred in connection with the project.
- 5.5. In the event of a refusal, Videotron's work will be stopped, and the collection procedure set out in Appendix 2 will apply.

6. REQUEST FOR MAJOR PROJECTS (\$500,000+)

- 6.1. When a request is submitted for a project that costs more than \$500,000 and where Videotron has received the information/documents referred to in Section 3 above, a rough estimate will be submitted to the applicant for written approval, with a note stating that the final invoice will be for the real cost.
- 6.2. The estimate will state the amounts the applicant will have to disburse based on the following phases:
 - 6.2.1. Phase 1 (Completion of Engineering) = Interim invoice for engineering costs submitted, to be paid within 30 days of receipt¹
 - 6.2.2. Phase 2 (Completion of Work) = Final invoice submitted, to be paid within 30 days of receipt
- 6.3. Once Videotron receives the applicant's written approval of the total costs, the complete analysis will begin in order to proceed with the work based on the agreed timetable.
- 6.4. In the event of a cost overrun during project performance, the applicant will be promptly notified in writing and an amended estimate will be submitted.
- 6.5. The applicant will be required to sign the cost overrun notice again in order for the project to continue. In the event of a refusal to proceed, the applicant will be responsible for any costs incurred in connection with the project.
- 6.6. In the event of a refusal to pay, Videotron's work will be stopped, and the collection procedure set out in Appendix 2 will apply.

7. PROJECTS WITH AN AGREEMENT

¹ In the event that payment is not received by this payment deadline, the work may be stopped until the payment is made.

- 7.1. Invoicing will apply in accordance with the agreement in effect, if any. The fees set out in Appendix 1 will apply unless otherwise specified in the agreement.
- 7.2. The applicant will, however, be required to pay the costs as the work progresses, in accordance with the phases agreed on by the parties.

8. FEES AND REAL COSTS

- 8.1. All requests are subject to the fees set out in Appendix 1.

9. PROJECT CANCELLATION

- 9.1. If the applicant cancels the project during the design phase, the applicant will be required to pay the costs invoiced for the design work completed at the time of cancellation. In such a case, analysis fees will apply.
- 9.2. If the applicant cancels the project while it is being carried out, costs will be invoiced based on the costs incurred at the time of cancellation. In such a case, analysis fees will apply.
- 9.3. In the event that the project must nevertheless be completed as a security measure, all costs shall be borne by the applicant and analysis fees will apply.

10. PAYMENT OF INVOICES

- 10.1. The applicant undertakes to pay Videotron's invoice within 30 days of receipt. Otherwise, interest charges will apply at the rate of 1.5%.

APPENDIX 1 PRICE GRID	
Subject:	Cost
Analysis fees ²	\$450
Fee for second analysis request for the same location	\$450
Request for minor review	\$150
Emergency handling	\$250

11. FEES AND REAL COSTS

- 11.1. All requests are subject to the fees set out in Appendix 1 as follows:
- 11.1.1. If the project is completed, these fees are subtracted from the final invoice.
 - 11.1.2. If the project is cancelled, the analysis fee will remain on the final invoice and will not be refundable.
- 11.2. Repeated requests for the same location:
- 11.2.1. The fees charged will be payable prior to the start of the analysis.
 - 11.2.2. If the project is completed, the cost of this new analysis will be subtracted from the final invoice.³ However, if the project is cancelled again, the analysis fees at the time of cancellation will apply again and not be non-refundable.
- 11.3. All emergency work that must be completed in less than the time specified in Section 4.2 is subject to an additional cost.
- 11.4. The applicant must pay the real cost incurred by Videotron for the work performed unless a framework agreement stipulates otherwise.

² These fees are subtracted from the final invoice if the project is completed but are not refundable if the project is cancelled.

³ Note that the analysis fees for the first request for the same location will not be refunded.

APPENDIX 2**12. COLLECTION METHOD**

12.1. The invoice is sent to the City by mail, on the following terms:

12.1.1. A follow-up email will be sent sixty (60) days after the due date.

12.1.2. After this time, the collection process begins, and a telephone call will be made.

12.1.3. If the invoice remains unpaid and/or Videotron does not receive a response, a final notice will be sent.

12.1.4. If no response is received within six (6) months, the file is transferred to a collection agency.

12.1.5. The file will then be transferred to the legal department within three (3) to six (6) months of the final notice.

Please note that after the first sixty (60) days, if the invoice remains unpaid, interest will be charged for every additional 30 days.

APPROVED
December 2, 2021
In terms of validity and form
RJ
SERVICE JURIDIQUE QMI

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APPENDIX 3



APPLICANT

Emergency

REQUEST FOR MUNICIPAL/MTQ CONSENT

PUBLIC RIGHT-OF-WAY MANAGER

Representative's contact information (or attach business card)

Representative's contact information (or attach business card)

IDENTIFICATION OF WORK

<i>Project Title and Number</i>	
<i>Location of work</i>	
<i>Description of work</i>	
<i>Excavation</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Number of attached sketch/plan</i>	
<i>Specific requests</i>	
<i>Other documents appended</i> Yes <input type="checkbox"/> No <input type="checkbox"/>	

APPROVAL

<i>Work approved</i> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<i>Traffic maintenance plan to be provided prior to commencement of work</i> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<i>Reference number</i>	
(To be used in any communication related to this project)	
<i>Approval of the work described herein, valid for a period of six months, until</i> dd/mm/yy <i>and renewable on request.</i>	
<i>Specific requirements</i>	
<i>Document appended</i> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<i>Signature</i>	<i>Date</i> dd/mm/yy

TIMELINE AND OBSTRUCTIONS

<i>Planned start date</i>	dd/mm/yy
<i>Planned completion date</i>	dd/mm/yy
<i>Contractor</i>	.....
<i>Address</i>	.....
<i>Phone</i>	.....
<i>Email</i>	.....
<i>Traffic obstruction</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>If yes, description</i>	.....
<i>Size of work area:</i>	
<i>Paving</i>	.....
<i>Sidewalk</i>	.....
<i>Other</i>	.....

MONITORING AND CONTROL BY RIGHT-OF-WAY MANAGER

<i>Obstruction permit number</i>	.....
<i>Notice of commencement of work received on</i>	dd/mm/yy
<i>Site manager</i>	.....
<i>24/7 phone number</i>	.....
<i>Work start date</i>	dd/mm/yy
<i>Work completion date</i>	dd/mm/yy
<i>Compliance deviations</i>	.....
<i>Invoicing</i>	.....

Signature

Date dd/mm/yy

Signature

Date dd/mm/yy