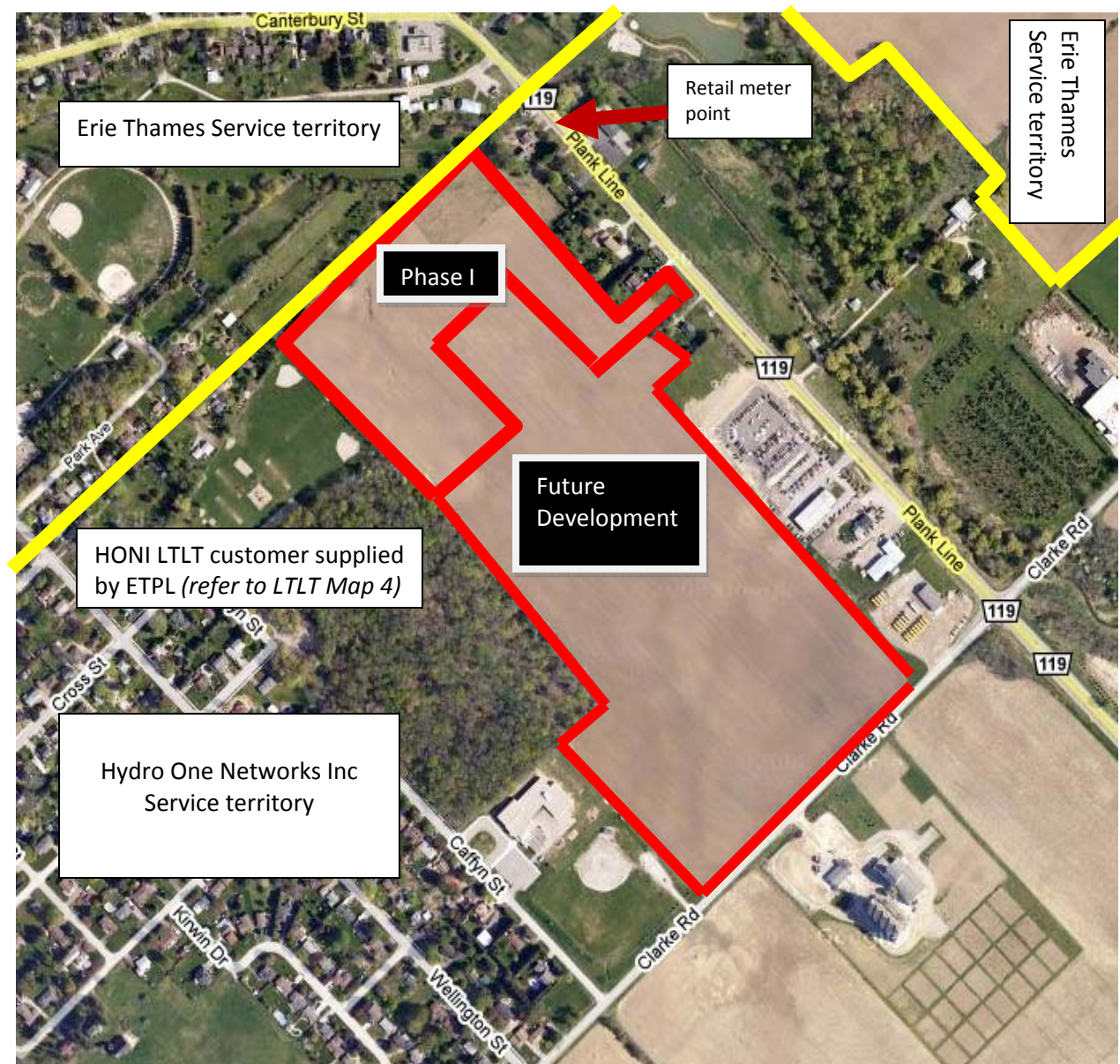
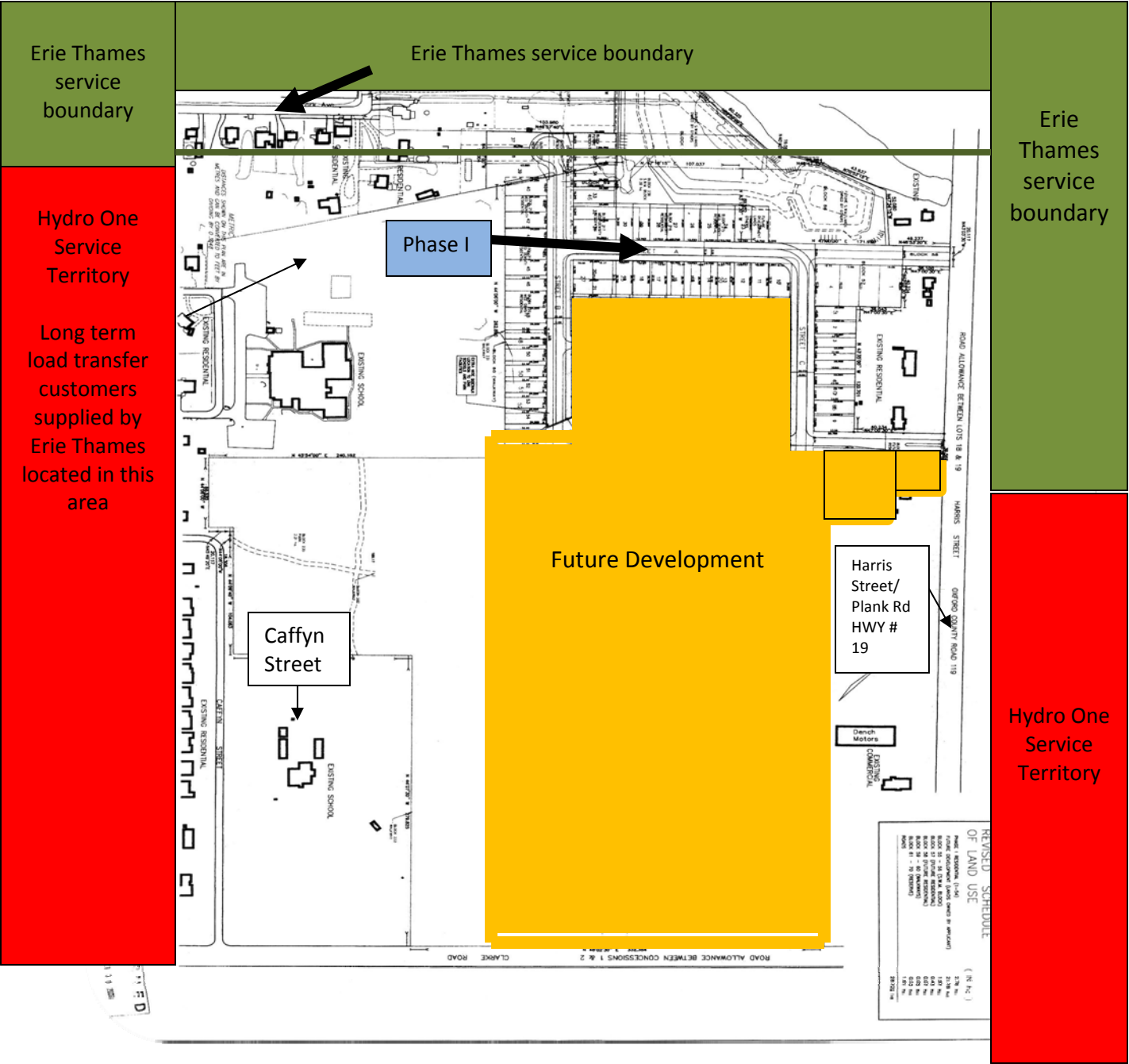


Town of Ingersoll
Map 1



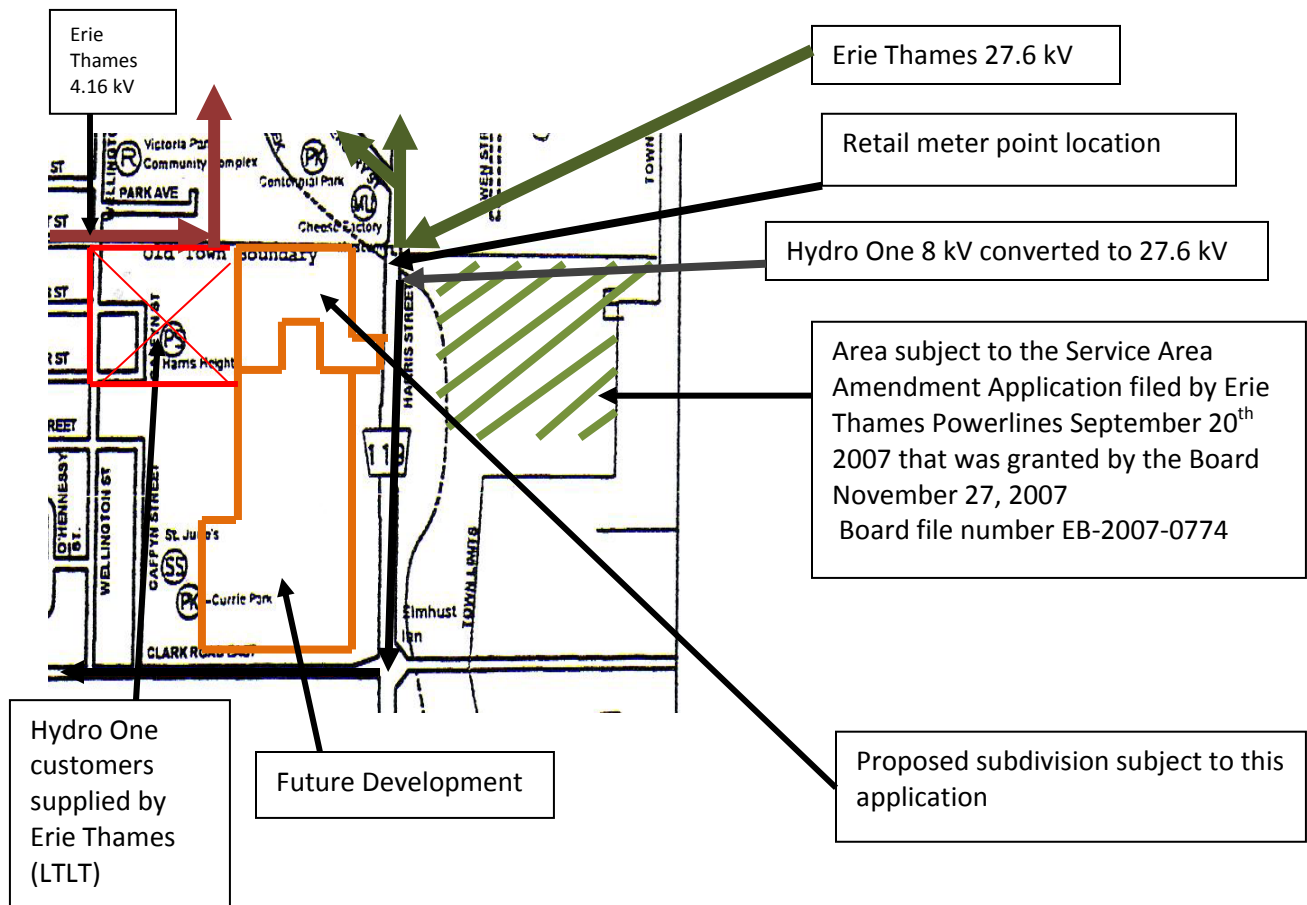
Surrounding Area
(Erie Thames service boundaries highlighted in yellow)

Map 2



Sifton Properties Limited
Draft Plan of Subdivision
Phase I

Map 2A



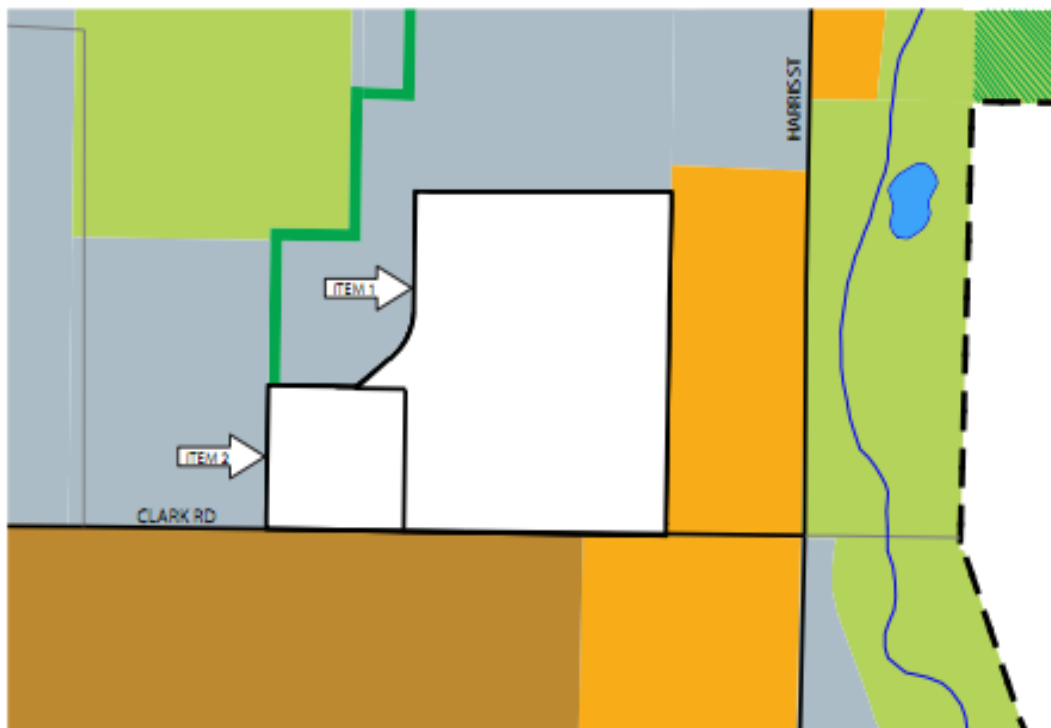
**Erie Thames Distribution Lines in the Area
Retail Point of Supply Location
Hydro One Long Term Load Transfers**

Map 2B

**COUNTY OF OXFORD
OFFICIAL PLAN
SCHEDULE "I-1"
TOWN OF INGERSOLL
LAND USE PLAN**



Meters
0 100 200



• AREA OF THIS AMENDMENT



- ITEM 1 - CHANGE FROM RESIDENTIAL TO SERVICE COMMERCIAL
- ITEM 2 - CHANGE FROM OPEN SPACE TO SERVICE COMMERCIAL

**LAND USE PLAN
LEGEND**

	RESIDENTIAL
	SERVICE COMMERCIAL
	OPEN SPACE
	ENVIRONMENTAL PROTECTION
	INDUSTRIAL
	SPECIAL POLICY AREA See Section 9.2.4.4.1



**Geographical and geophysical features surrounding the subject property
(Harris Street turns into Plank Rd at Erie Thames Boundary)**

Map 3

Existing Long Term Load Transfers

Hydro One customers supplied by Erie Thames

Park Ave.:
2 residential customers

Holcroft St.:
12 residential customers

Thames St.:
1 residential Customer

Cross St.:
5 residential customers

Caffyn St.:
1 - 3 phase customer



Existing Long Term Load Transfer Arrangements
HONI Customers supplied by ETPL

Map 4

INGERSOLL



143 BELL ST, INGERSOLL
ONTARIO, N5C 2N9
Ph: (519) 485-1820
Fx: (519) 485-5838
www.erie-thamespowerlines.com

ERIE THAMES POWERLINES

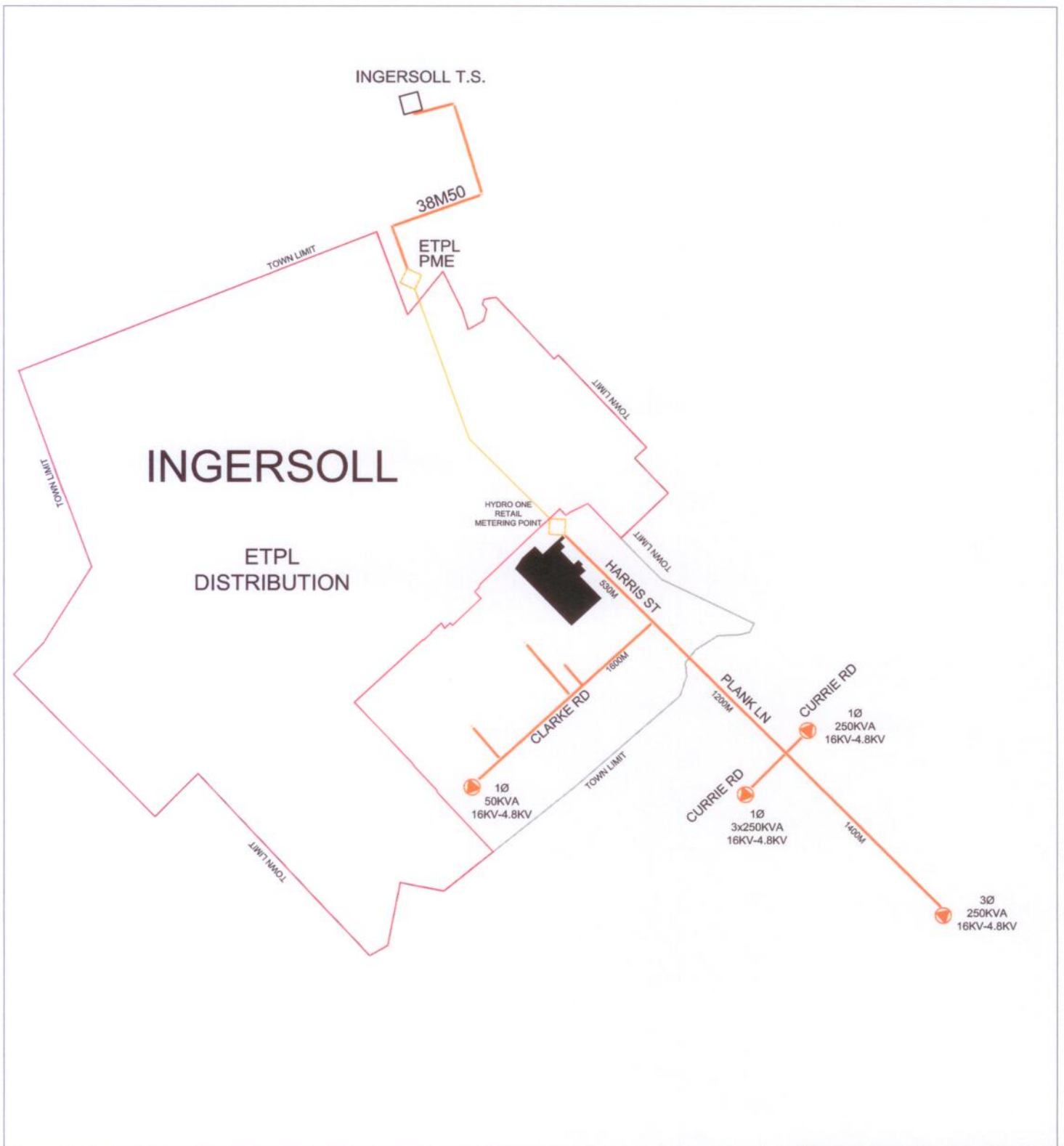
ETPL
BOUNDARY -----

ETPL 27.6KV-38M50 -----

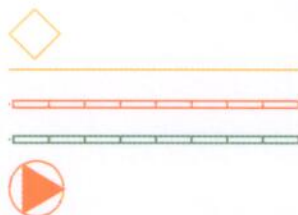
ETPL 27.6KV-38M49 -----

CITY INGERSOLL		
DESCRIPTION CIRCUIT DIAGRAM 27.6KV DISTRIBUTION SYSTEM		
DRAWING NO. 9171-DEB-SERVICE AREA AMENDMENT-R00.DWG		
DATE MAR 7/11	DRAWN BY MG	CHECKED BY
SCALE NTS	PAGE PAGE 8	
REVISION 00	REV DESCRIPTION FOR DESIGN	

REV. 0



PRIMARY METERING EQUIPMENT
 ETPL 27.6KV PRIMARY
 HYDRO ONE 27.6KV PRIMARY
 HYDRO ONE 8.32KV PRIMARY
 STEP DOWN TRANSFORMER



			143 BELL ST, INGERSOLL ONTARIO, N5C 2N9 Ph: (519) 485-1820 Fax: (519) 485-9838 www.erie-thamespowerlines.com		
CITY			INGERSOLL		
DESCRIPTION			CIRCUIT DIAGRAM		
DRAWING NO.			38M50 27.6KV CIRCUIT - 8.32KV CIRCUIT		
DATE			MAR 3/10		
SCALE			NTS		
REVISION			00		
DRAWN BY			MG		
CHECKED BY					
PAGE			PAGE 5		
REV DESCRIPTION			FOR DESIGN		

REV. 8

INGERSOLL T.S.

38M50

ETPL
PME

TOWN LIMIT

INGERSOLL

ETPL
DISTRIBUTION

TOWN LIMIT

POINT OF CONNECTION

TOWN LIMIT

HARRIS ST

HARRIS VIEW DEVELOPMENT

TOWN LIMIT

TOWN LIMIT

ERIE THAMES POWERLINES

ETPL
BOUNDARY

ETPL 27.6KV

ETPL 4.16KV



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Fx: (519) 485-5838
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CITY

INGERSOLL

DESCRIPTION

27.6KV DELIVERY AND POINT OF CONNECTION

DRAWING NO.

9171-DEB-SERVICE AREA AMENDMENT-R00.DWG

DATE
MAR 7/11

DRAWN BY
MG

CHECKED BY

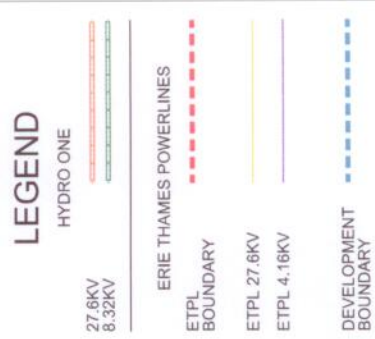
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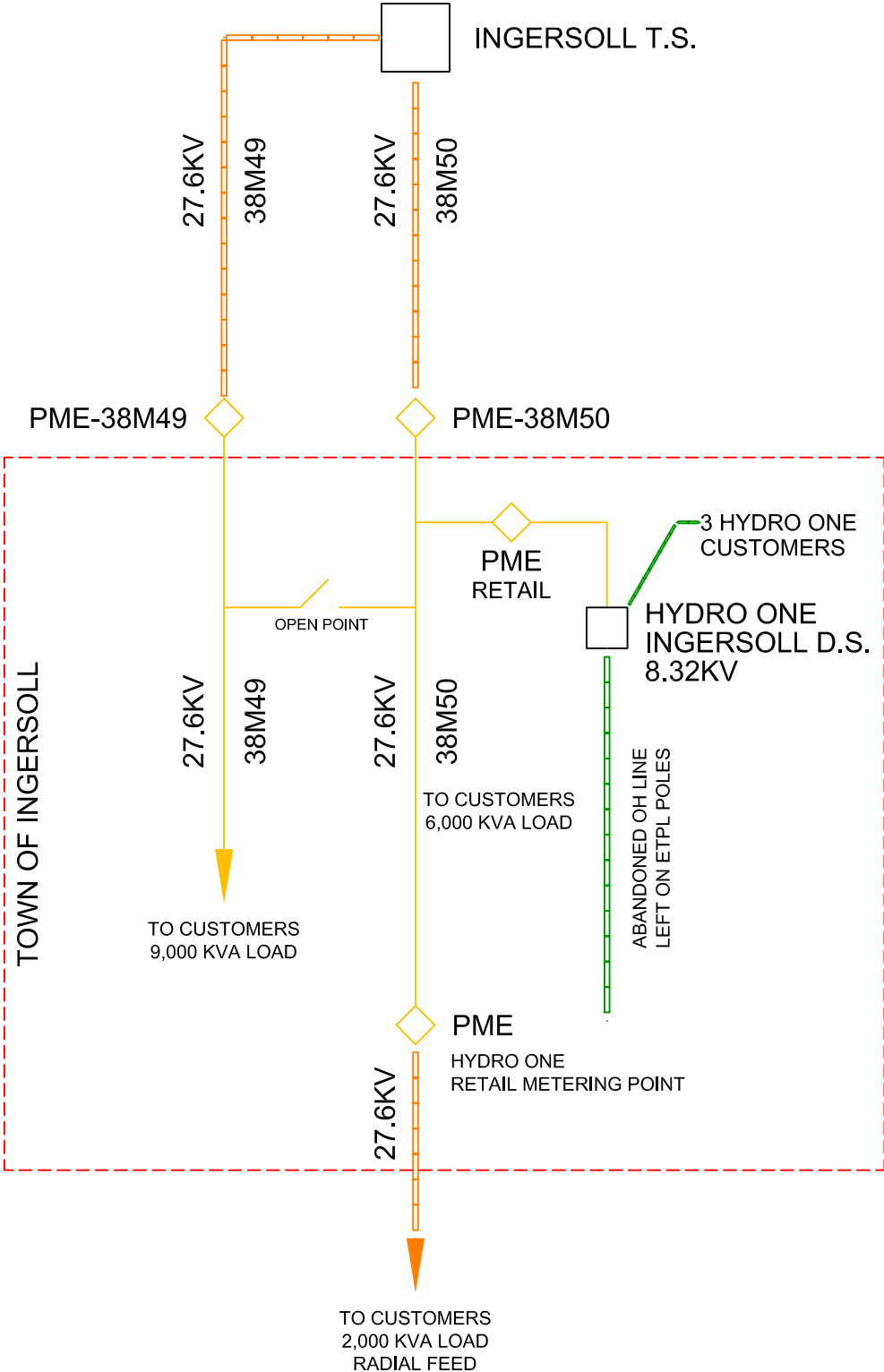
REVISION
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REV DESCRIPTION
FOR DESIGN

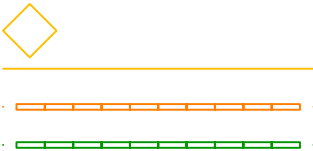
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EXISTING CIRCUIT



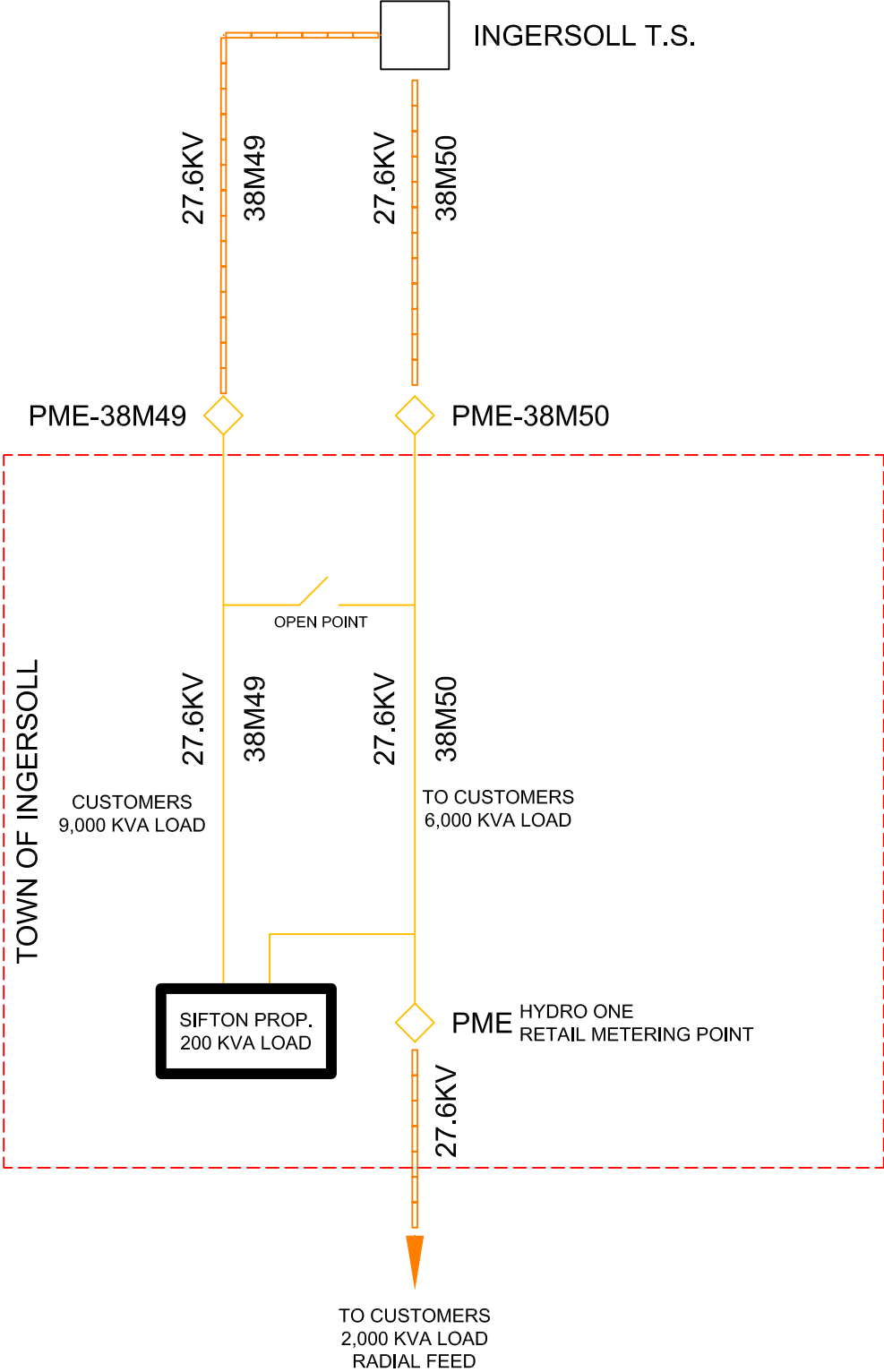
PRIMARY METERING EQUIPMENT
ETPL 27.6KV PRIMARY
HYDRO ONE 27.6KV PRIMARY
HYDRO ONE 8.32KV PRIMARY



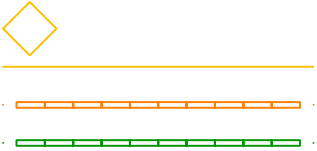
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Fx: (519) 485-5838
www.erieathamespowerlines.com

CITY			INGERSOLL		
DESCRIPTION			BLOCK DIAGRAM 38M50 27.6KV CIRCUIT - 8.32KV CIRCUIT		
DRAWING NO.			9171-DEB-SERVICE AREA AMENDMENT-R00.DWG		
DATE	MAR 3/10	DRAWN BY	MG	CHECKED BY	
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REVISION	00	REV DESCRIPTION	FOR DESIGN		

FUTURE CIRCUIT



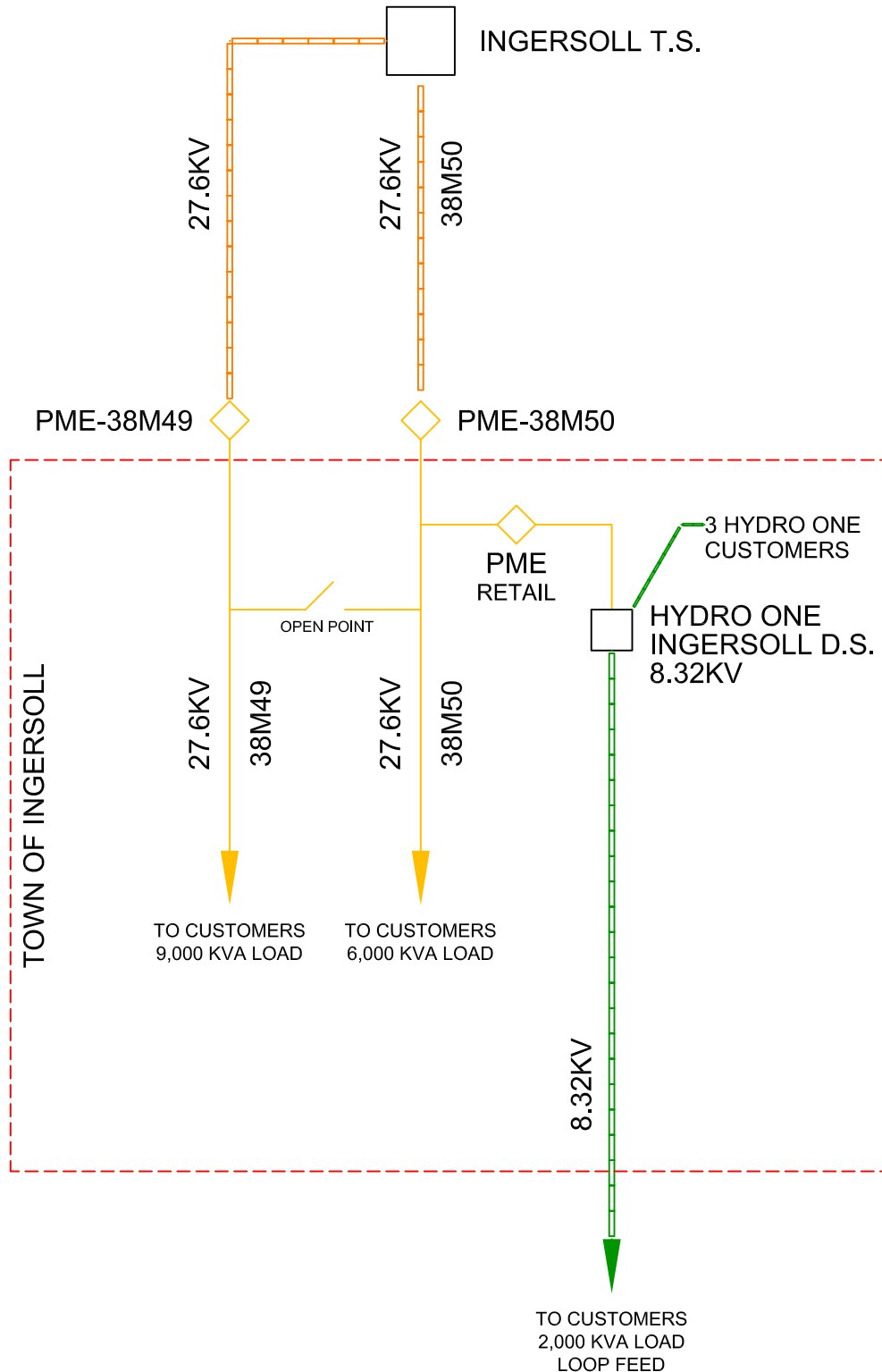
PRIMARY METERING EQUIPMENT
ETPL 27.6KV PRIMARY
HYDRO ONE 27.6KV PRIMARY
HYDRO ONE 8.32KV PRIMARY



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CITY			INGERSOLL		
DESCRIPTION			BLOCK DIAGRAM 38M50 27.6KV CIRCUIT - 8.32KV CIRCUIT		
DRAWING NO.			9171-DEB-SERVICE AREA AMENDMENT-R00.DWG		
DATE	MAR 3/10	DRAWN BY	MG	CHECKED BY	
SCALE	NTS	PAGE	PAGE 4		
REVISION	00	REV DESCRIPTION	FOR DESIGN		

PRIOR TO 2008



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Fx: (519) 485-5838
www.erie-thamespowerlines.com

CITY			INGERSOLL		
DESCRIPTION			BLOCK DIAGRAM		
38M50 27.6KV CIRCUIT - 8.32KV CIRCUIT					
DRAWING NO.			9171-DEB-SERVICE AREA AMENDMENT-R00.DWG		
DATE	MAR 3/10	DRAWN BY	MG	CHECKED BY	
SCALE	NTS	PAGE	PAGE 2		
REVISION	00	REV DESCRIPTION	FOR DESIGN		

Ingersoll TS 38M50 Feeder Performance 2008 to March 1, 2011

Incident	Delivery Point	Equip	Delivery Point Interruption	Date Time Out	Date Time In	Est. Load Loss (MW)	Outage Duration
AUTO/RECLOSE/AUTO	NAW38Z	38M50	N	11/01/2011 10:03	11/01/2011 10:37	3.99	Outage due to an MVA
AUTO/RECLOSE/AUTO	NAW38Z	38M50	N	11/01/2011 10:01	11/01/2011 10:37	3.99	Outage due to an MVA
AUTO RECLOSURE	NAW38Z	38M50	N	30/10/2010 15:12	30/10/2010 15:12	2.39	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	29/10/2010 6:57	29/10/2010 6:57	3.57	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	17/09/2010 23:08	17/09/2010 23:08	2.2	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	28/07/2010 15:37	28/07/2010 15:37	4.27	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	11/07/2010 12:03	11/07/2010 12:03	3.2	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	22/06/2010 0:34	22/06/2010 0:34	2.48	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	19/06/2010 16:27	19/06/2010 16:27	3.55	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	04/06/2010 21:10	04/06/2010 21:10	2.52	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	04/06/2010 21:00	04/06/2010 21:00	3.02	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	23/02/2010 1:57	23/02/2010 1:57	2.45	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	11/08/2009 6:45	11/08/2009 6:45	3.24	No additional information available
AUTO/RECLOSE/AUTO	NAW38Z	38M50	N	10/08/2009 2:04	10/08/2009 2:26	2.84	Storm related
AUTO/RECLOSE/AUTO	NAW38Z	38M50	N	09/08/2009 20:33	10/08/2009 2:26	3.55	Storm related
AUTO RECLOSURE	NAW38Z	38M50	N	06/07/2009 6:36	06/07/2009 6:36	2.58	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	15/06/2009 9:14	15/06/2009 9:14	3.43	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	14/05/2009 4:12	14/05/2009 4:12	1.76	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	09/08/2008 16:00	09/08/2008 16:00	2.14	No additional information available
AUTO RECLOSURE	NAW38Z	38M50	N	05/08/2008 18:24	05/08/2008 18:24	3.8	No additional information available
AUTOMATIC OUTAGE	NAW38Z	38M50	Y	20/04/2008 0:07	20/04/2008 0:12	1.95	No additional information available
AUTOMATIC OUTAGE	NAW38Z	38M50	Y	08/02/2008 19:00	08/02/2008 21:05	5	Storm related

CONNECTION AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 2011

BETWEEN:

ERIE THAMES POWERLINES CORPORATION

(the “Distributor”)

OF THE FIRST PART

-and-

SIFTON PROPERTIES LIMITED

(the “Developer”)

OF THE SECOND PART

WHEREAS the Distributor is licensed by the Ontario Energy Board to own and operate a Distribution System situated in the Territory, as hereinafter defined;

AND WHEREAS the Developer is the registered owner of the Lands, as hereinafter defined, and intends to develop the Lands in accordance with the **Town of Ingersoll, County of Oxford, All of Lot 10, Block 69 & part of Lots 6, 7, 8 & 9, Block 69, and part of Lots 11 & 12, Block 68 and part of Robert St., Registered Plan 279 & part of Lots 6,7, & 8, Registered Plan 173 & part of Lots 19, Concession 1 (West Oxford), - residential Phase I.**

AND WHEREAS the development of the Lands necessitates the construction of new electricity distribution facilities and the connection of such facilities to the existing Distribution System;

AND WHEREAS the Distributor and the Developer acknowledge that the financial requirements set forth in this Agreement are governed by and subject to the Distribution System Code issued by the Ontario Energy Board, including without limitation, the Methodology and Assumptions for an Economic Evaluation (“Economic Evaluation”) set forth in Appendix B of the Distribution System Code. The provisions of the Code and the Economic Evaluation are collectively hereinafter referred to as the “OEB Financing Requirements”.

AND WHEREAS the Developer has agreed with the Distributor to design, construct and install certain electricity distribution assets referred to as the “Electrical Plant” and the Distributor has agreed to make financial and other arrangements with the Developer with respect to the reimbursement for the required electricity distribution assets as hereinafter provided;

AND WHEREAS the parties further agree to use their best efforts to resolve any and all issues related to the application of the OEB Financing Requirements in respect of this Agreement. The Developer further agrees to indemnify the Distributor against any claims made against the Distributor which are related to or based on the application of the OEB Financing Requirements to the Lands and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to the other, (the sufficiency and receipt of which is hereby acknowledged), the parties hereto covenant, promise and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Agreement, defined terms used herein shall have the meanings given hereunder:

- (a) “Agreement” means this agreement as it may be amended, supplemented or restated from time to time and includes any Schedule or Exhibit hereto.
- (b) “Code” means the Distribution System Code approved and published by the Ontario Energy Board, as amended and restated from time to time.
- (c) “Connection” means the process of installing and activating Connection Assets in order to distribute electricity to a Customer; and “Connect” and “Connecting” shall have a corresponding meaning.
- (d) “Connection Assets” means that portion of the Distribution System used to connect a Customer to the existing main Distribution System, and consists of the assets between the point of connection on a Distributor’s main Distribution System and the ownership demarcation point with that Customer;
- (e) “Consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate.
- (f) “Customer” means a person that has contracted for or intends to contract for Connection of a building; and Customer includes without limitation, developers of residential or commercial subdivisions.
- (g) “Distribute” means to convey electricity at voltages of 50 kilovolts or less, and “Distributing” shall have a corresponding meaning.
- (h) “Distribution System” means the Distributor’s system for Distributing electricity, and includes any structures, equipment or other things used for that purpose. The Distribution System is comprised of the main system capable of Distributing electricity to many customers and the Connection Assets used to connect a Customer, including the Developer, to the main distribution system.
- (i) “Expansion” means an addition to the Distribution System in response to the Developer’s request for additional Customer Connections that otherwise could not be made; for example, by increasing the length of the Distribution System.
- (j) “Electrical Plant” means installation of hydro-electric services including overhead or underground distribution, cables, transformers, and street lighting for the development.
- (k) “Force Majeure Event” shall have the meaning ascribed to it in Section 15.
- (l) “Lands” means the lands described in Schedule 1.
- (m) “Maintenance Period” means a minimum of one year time period beginning and ending with written notification by the Distributor, during which the Developer is responsible to guarantee the electrical installation under an alternative bid.
- (n) “Person” includes any individual, Distributor, body corporate, partnership, firm, joint venture, syndicate, association, trust, trustee, government, governmental agency or board or commission or authority or other form of entity or organization.

- (o) “Qualified Contractor” means a contractor that has been pre-qualified by the Distributor to perform construction work, eligible for an alternative bid, on electricity distribution projects.
 - (p) “Territory” means the geographic area where the Distribution System is to be built.
- 1.2 Any reference to a particular “Article”, “section”, “paragraph” or “other subdivision” is a reference to the specified Article, section, paragraph or other subdivision of this Agreement unless otherwise expressly stated.
- 1.3 The words “herein”, “hereof”, “hereto” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, section, paragraph or other subdivision of this Agreement.
- 1.4 Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.
- 1.5 The headings appearing in this Agreement are inserted for convenience or reference only and shall not affect the construction or interpretation thereof.
- 1.6 Any reference in this Agreement to a statute or a provision thereof shall be construed as a reference to that statute or provision as amended, assigned or re-enacted from time to time and shall include regulations and other subordinate legislation, as amended, assigned or re-enacted from time to time, made under that statute or provision thereof.

2. DISTRIBUTION SYSTEM CODE REQUIREMENTS

2.1 Economic Valuation and Offer

- 2.1.1 The parties acknowledge that the Distributor has, in accordance with the Code, performed an economic evaluation of the Expansion and Electrical Plant to determine if the future revenue from the Customers will pay for the capital cost and on-going maintenance costs of the Expansion.
- 2.1.2 The parties acknowledge that the Distributor has included in this Agreement, in accordance with S.3.2 of the Code, a firm offer to the Developer, to connect the Non Contestable portion of the Electric Plant, as described in Schedule 3, and that the Developers signature implies acceptance of the Distributors offer.
- 2.1.3 The parties acknowledge that the Distributor has included in this Agreement, a firm offer to the Developer to connect the Contestable portion of the Electric Plant, described in Schedule 4, and that the Developers signature implies acceptance of such offer. Alternate bid offers will form part of the economic evaluation, and proof of payment must be provided to the Distributor.
- 2.1.4 The Distributor has, in accordance with S.3.2 of the Code, informed the Developer, hereunder, of the Developers choice to obtain alternative bids for the Contestable portion of the Electrical Plant, from a Qualified Contractor.

2.2 Preliminary Planning and Design

The Distributor shall provide the Developer with the preliminary planning, design and engineering specifications of the work required for the Distribution System expansion and Connection. Specifications shall be made in accordance with the Distributor’s standards for design, material and construction.

2.3 **Cap on Costs**

The methodology and inputs that the Distributor shall use to calculate the amount to be paid to the Developer for the Distribution System expansion and connection shall be in accordance with Appendix “B” to the Code.

2.4 **Capital Contributions from Developer**

If a shortfall between the present value of the projected costs and revenues is calculated, the Distributor may collect all or a portion of that amount from the Developer.

2.5 **Payment for Connection by Customers**

Where customers connect to the Distribution System during the customer connection horizon (defined as a maximum of five (5) years, calculated from the energization date of the facilities), the Developer shall be entitled to a payment from the Distributor upon connection and occupancy for each of the customers connected, as described in Schedule 3.

2.6 **Alternative Bids**

- 2.6.1 In accordance with S3.2 of the code the Distributor shall inform the Developer that as the Expansion and Electrical Plant requires a capital contribution from the Developer, and construction work would not involve work with existing circuits, the Developer hereby is granted a right to obtain an alternative bid for the connection and expansion facilities, as described in Schedule 4, from Qualified Contractors.
- 2.6.2 Accordingly, if the Developer is interested in obtaining an alternative bid, the Distributor shall, in a non-discriminatory and fair and reasonable manner:
 - (a) Inform the Developer of the work that the Developer may obtain through an alternative bid.
 - (b) Inform the Developer of contractors that have been pre-qualified by the Distributor, among which the Developer may choose any one to perform the work eligible for an alternative bid.
- 2.6.3 Accordingly, in the event the Developer signifies to the Distributor that it intends to exercise its right to obtain an alternative bid, the Distributor shall:
 - (a) Require the Developer to select, hire, and pay the contractor’s costs for the work eligible for the alternative bid and to assume full responsibility for the construction of that aspect of the expansion project. Proof of payment by the Developer to the contractor shall be provided to the Distributor.
 - (b) Require the Developer to be responsible for administering the contract or to pay the distributor to do this activity on a fee for service basis. Administering the contract includes acquisition of all required permissions, permits, and easements.
 - (c) Require the Developer to be responsible for warrantee coverage of all contestable work performed by the contractor is consistent with the maintenance period described within the agreement, or pay the distributor to make necessary repairs.
 - (d) Reserve the right to inspect and approve all aspects of the constructed facilities as part of a system commissioning activity, prior to connecting

the constructed facilities to the existing distribution system, and be reimbursed on a fee for service basis.

2.6.4 Where the Developer chooses to pursue an alternative bid, the Distributor may charge such Developer for any costs incurred by the Distributor associated with the Expansion and/or the Electrical Plant, including but not limited to the following:

- (a) Costs for additional design, engineering, or installation of facilities required to complete the project that was made in addition to the original offer to connect.
- (b) Costs for inspection or approval of the work performed by the contractor hired by the Developer.

3. REPRESENTATIONS AND WARRANTIES

3.1 The Developer represents and warrants as follows:

- (a) The Developer owns all right, title and interest in and to the Lands.
- (b) The Developer has the power to enter into and to exercise its rights and perform its obligations under this Agreement.
- (c) The Developer has taken all necessary action to authorize the execution of and the performance of its obligations under this Agreement.
- (d) Except as otherwise expressly identified herein, no approvals from the Developer or any third parties are required to give effect to this Agreement.
- (e) The obligations expressed to be assumed by the Developer hereunder are legal, valid, binding and enforceable.
- (f) The execution, delivery and performance by the Developer of this Agreement does not contravene any provision of:
 - (i) any existing legislation binding on the Developer;
 - (ii) any order or decree of any court or arbitrator binding on the Developer; or
 - (iii) any obligation which is binding upon the Developer or upon any of its assets or revenues.
- (g) To the best of the Developer's information, knowledge and belief, all information, representations and other matters of fact committed in writing to the Distributor by the Developer in connection with or arising out of its request for proposal are true and complete in all material respects in the context of the Expansion and the Electrical Plant.
- (h) No claim is presently being assessed and no litigation, arbitration or other proceedings are presently in progress or, to the best of the knowledge of the Developer, pending or threatened against it or any of its assets or employees in connection with the Expansion or the Electrical Plant.
- (i) The Developer is not subject to any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Developer to perform its obligations under this Agreement.

3.2 The Distributor represents and warrants as follows:

- (a) The Distributor has the power to enter into and to exercise its rights and perform its obligations under this Agreement.

- (b) The Distributor has taken all necessary action to authorize the execution of and the performance of its obligations under this Agreement.
- (c) The obligations expressed to be assumed by the Distributor hereunder are legal, valid, binding and enforceable to the extent permitted by law.
- (d) The execution, delivery and performance by the Distributor of this Agreement does not contravene any provision of:
 - (i) any order or decree of any court or arbitrator binding on the Distributor; or
 - (ii) any obligation which is binding upon the Distributor or upon any of its assets or revenues.
- (e) No claim is presently being assessed and no litigation, arbitration or other proceedings are presently in progress or, to the best of the knowledge of the Distributor, pending or threatened against it or any of its assets or employees in connection with construction, maintenance or operation of the expansion of the Electrical Plant.
- (f) The Distributor is not subject to any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Distributor to perform its obligations under this Agreement.

4. TRANSFER OF ELECTRICAL PLANT

- 4.1 The Distributor shall acquire from the Developer the complete Electrical Plant in accordance with the offer described in Paragraph 2.5 which includes the Developer's obligation to:
- (a) accommodate Distributor substations as necessary;
 - (b) provide for temporary electrical supply to consumers as required, prior to the availability of initial or back up electrical supply;
 - (c) provide circuits necessary to operate streetlights, signal systems, lighted traffic markers and similar plant, as required;
 - (d) for residential and row type developments to provide services up to and including connections to the delivery point, which means the point in its wires at which the Distributor delivers power to the wires of the Consumer.

5. APPROVALS

- 5.1 The Developer shall approve the design, plans and material specifications submitted by the Distributor within a time period as scheduled by the Distributor, based on the available Distributor resources. When any component included in the approved design is not available, the Developer may allow use of alternative equipment, as proposed in writing by the Distributor.

6. DEVELOPMENT COMMITTEE

- 6.1 The Developer shall present plans to the Distributor showing the proposed locations of all underground Electrical Plant and shall submit such information to the Development Committee of the Town of Ingersoll, and the County of Oxford for approval.

7. EASEMENTS

- 7.1 The Developer shall grant, at its expense, easements and/or shall enter into a license agreement free of encumbrances, as may be required, and shall prepare all necessary documents and survey plans for registration. The Distributor may require that grants of easement include Bell Canada and any C.A.T.V. operator whose cables are involved in any part of the installation.

8. FINANCIAL RESPONSIBILITY

- 8.1 If the Developer chooses to pursue an alternative bid and elects to obtain the services of an alternative Qualified Contractor for an aspect of the expansion project, the Developer is responsible to pay the contractor's costs for the work eligible for the alternative bid, and the Distributor may charge the Developer any costs incurred by the Distributor associated with the expansion project, including but not limited to, the costs for additional design, engineering or installation of facilities required to complete the project that were made in addition to the original offer to connect, and costs for inspection or approval of the work performed by the contractor hired by the customer.

9. INSURANCE

- 9.1 If the Developer chooses an alternative bid and elects to obtain the services of an alternative Qualified Contractor, the Developer shall insure against all damages or claims for damage, with a policy from an insurance company satisfactory to the Distributor. Such policy shall include the Distributor as named insured, and shall remain in place until all the Developer's obligations are fulfilled. The insurance coverage amount shall be a minimum of Two Million Dollars (\$2,000,000) with no exclusion for blasting. The provision of such insurance coverage shall not be construed as relieving the Developer from responsibility for other and larger claims for which it may be held accountable.

10. INDEMNIFICATION

- 10.1 If the Developer obtains an alternative Qualified Contractor, until assumption of the Electrical Plant as set out in Section 18 hereof, the Developer shall indemnify the Distributor against all actions, causes of action, suits, claims, demands, and costs whatsoever arising by reason of the Developer, its agent or employees doing, failing to do, or doing incorrectly or negligently, anything it is required to do by the terms of this Agreement.
- 10.2 If the Developer obtains an alternative Qualified Contractor, the Developer shall take all precautions necessary to protect the public against injury on any lands set out in the plan, and when necessary deploy **"Danger"** signals at night and **"Keep out"** signs and at such other times and places as public safety may require.
- 10.3 The said indemnity shall apply to all lands set out in the plan, including lands which have been designated as parklands and deeded to the Municipality.

11. MATERIAL APPROVALS

- 11.1 If the Developer obtains an alternative Qualified Contractor, the Developer shall provide the Distributor with copies of all test reports on materials together with written confirmation that, in the opinion of the Developer, the materials meet the Distributor's requirements.

- 11.2 If the Developer obtains an alternative Qualified Contractor, the Developer shall obtain from the suppliers all warranties and guarantees on purchased materials.

12. COMMENCEMENT OF CONSTRUCTION

- 12.1 The Developer shall not commence construction of the Electrical Plant until:
- (a) approval is obtained from the Distributor for all design plans and specifications
 - (b) approval is received for underground Electrical Plant locations by the Development Committee;
 - (c) installation of sewer and water facilities, including lateral connections, and gravel road bases;
 - (d) all portions of Lands involved with the Electrical Plant are graded to within plus or minus fifteen centimeters of the final grade. It is the responsibility of the developer to verify grading for the installation of the Electrical Plant
- 12.2 If the Developer chooses an alternative Qualified Contractor, the Developer shall maintain records at all times during construction of the Electrical Plant. "**As Constructed**" sets of drawings showing final adjustments thereon shall be supplied to the Distributor.

13. INSPECTION AND ENERGIZATION

- 13.1 If the Developer chooses an alternative Qualified Contractor, the Developer shall give advance notice, whenever its contractors initially commence work involving the Electrical Plant, for the purpose of allowing examination by the Distributor of the Construction methods being employed.
- 13.2 The Distributor shall inspect the electrical Plant following notice from the Developer's Professional Engineer that the electrical Plant is completed in a good and workmanlike manner in accordance with the designs, plans and specifications approved by the Distributor.
- 13.3 If the Developer chooses an alternative Qualified Contractor, the Developer shall coordinate with the Distributor, at its discretion, to progressively energize portions of the Electrical Plant following successful inspection. The Developer will be responsible for any incremental costs occurred by the Distributor to progressively energize.
- 13.4 The Developer will be responsible for the secondary service trenching and installation from the property line to the meter base as per Erie Thames specifications. All secondary service trenching shall be at 90 degrees to the main hydro trench.

14. MAINTENANCE PERIOD

- 14.1 If the Developer chooses an alternative Qualified Contractor, following the installation and successful inspection of the sufficient Electrical Plant and the receipt of approved "**As Constructed**" drawings, the Distributor shall give the Developer written notice of the commencement of the maintenance period.
- 14.2 If the Developer chooses an alternative Qualified Contractor, the Developer shall, during the maintenance period, make all reasonable attempts to guarantee the continuous supply of electrical power to each Consumer in the development. During this period the Developer shall proceed to finalize the installation should any electrical works remain outstanding.

- 14.3 Completion of the maintenance period requires that:
- (a) The Electrical Plant has been fully installed as per approved design; and
 - (b) All drawings and material reports have been approved; and
 - (c) All required easements and/or license agreements have been registered; and
 - (d) There being no outstanding lien claims or existing liens in respect of any of the services or materials supplied in the construction or repair of the Electrical Plant.
- 14.4 In the event that the Electrical Plant, within the maintenance period, fails in any respect, as it relates to improper installation by the Developers alternative Qualified Contractor, the Distributor may enter upon the Lands to affect any necessary work at the Developer's expense. The Distributor, at its sole discretion, may allow the Developer to make the repairs.

15. FORCE MAJEURE

- 15.1 For the purposes of this section, "Force Majeure" or "an event or circumstance of Force Majeure" means any act of God, labour disturbance, act of public enemy, war, insurrection, riot, fire, storm or flood, earthquake, or explosion; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities; or any other cause beyond a party's reasonable control.
- 15.2 If a force majeure event prevents a Party from performing any of its obligations under the Code and this Agreement, that Party shall:
- (a) promptly notify the other Party of the force majeure event and its assessment in good faith of the effect that the event will have on its ability to perform any of its obligation. If the immediate notice is not in writing, it shall be confirmed in writing as soon as reasonably practicable;
 - (b) not be entitled to suspend performance of any of its obligations under this Agreement to any greater extent or for any longer time than the force majeure event requires it to do;
 - (c) use its best efforts to mitigate the effects of the force majeure event, remedy its ability to perform, and resume full performance of its obligations;
 - (d) keep the other Party continually informed of its efforts; and
 - (e) provide written notice to the other Party when it resumes performance of any obligations affected by the force majeure event.
- 15.3 Notwithstanding any of the foregoing, settlement of any strike, lockout, or labour dispute constituting a force majeure event shall be within the sole discretion of the Party to the Agreement involved in the strike, lockout, or labour dispute. The requirement that a Party must use its best efforts to remedy the cause of the force majeure event, mitigate its efforts, and resume full performance under this Agreement and the Code shall not apply to strikes, lockouts, or labour disputes.

16. SCHEDULES

- 16.1 The attached Schedules form part of this Agreement and any non-compliance with any of the specifications or any of the Schedules shall be considered a breach of this Agreement.

17. REGISTRABLE FORM OF DOCUMENTS

- 17.1 The parties hereto shall each execute and deliver all conveyances and deliver all conveyances and deeds in registrable form, and documents of any kind whatsoever, so that the full intent of this Agreement may be registered against the Lands, and that the Distributor will provide a release upon fulfillment of the Developer's covenants.

18. ASSUMPTIONS OF DEVELOPER'S OBLIGATIONS

- 18.1 The covenants, agreements, stipulations, declarations and provisions contained herein on the part of the Developer shall run with the Lands and shall be binding upon the Developer, the Developer's successors and assigns and the benefit thereof shall enure to the Distributor.

19. DISTRIBUTOR'S DECISION BINDING

- 19.1 Should there be any dispute between the parties to this Agreement as to the meaning of any specifications or design, or as to the quality or performance of the work, then the Distributor's decision shall be final and binding upon all parties.

20. NOTICE

- 20.1 Any notice, request, demand, consent or other communication provided or permitted by this Agreement (in each case, "Communication") shall, unless otherwise provided herein, be in writing and given by personal delivery, by courier, sent by registered mail (postage prepaid) or transmitted by facsimile, addressed to the party for which it is intended at recipient's address set forth in Schedule "2"; provided that either party may, from time to time, change its contact information contained in Schedule "2" for purposes of receipt of any such Communication by giving ten (10) calendar days prior written notice of such change to the other party in the manner prescribed above in this Section.
- 20.2 Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof, provided that if delivery is made after 5:00 p.m. or on a day that is not a Business Day, the Communication shall be deemed to have been given and received on the next Business Day. Any Communication made or given by facsimile shall be conclusively deemed to have been given and received on the first Business Day following the transmittal thereof. Any Communication that is sent by registered mail shall be conclusively deemed to have been given and received on the third Business Day following the date of mailing but if, at the time of mailing or within three Business Days thereafter, there is or occurs a labour dispute affecting postal workers that might reasonably be expected to disrupt delivery of documents by mail, the Communication in question shall be given by personal delivery, by courier or transmitted by facsimile. If the day of receipt is not a Business Day or if the notice is received by the recipient after 5:00 p.m. local time, the notice shall be deemed to have been received by the recipient on the next Business Day.

21. GENERAL

- 21.1 *Amendments.* This Agreement may be amended only by written agreement signed by all the Parties.
- 21.2 *Entire Agreement.* This Agreement, including the Schedules hereto, constitutes the entire agreement of the parties and supersedes and replaces all previous and contemporaneous communications, representations, understandings and agreements, both written and oral, express and implied, related to the subject matter hereof.

- 21.3 *Waiver.* No failure or delay on the part of a party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by a party hereto of a default hereunder shall operate against such party as a waiver of such default unless made in writing and signed by the authorized representative of such party.
- 21.4 *Severability.* Should any provision of this Agreement be found to be illegal, invalid or unenforceable, that provision shall be considered separate and severable from the remaining provisions of this Agreement, and the remaining provisions of this Agreement shall remain in force and be binding upon the parties.
- 21.5 *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
- 21.6 *Further Assurances.* Each of the parties agrees from time to time hereafter and upon any reasonable request of any other party, to make or cause to be made all such further acts, deeds, assurances and things as may be required to more effectually implement the true intent of this Agreement.
- 21.7 *Time.* Time shall be of the essence in this Agreement and no extension of time or amendment of this Agreement shall operate as a waiver of this provision.
- 21.8 *Survival.* Except where terminated expressly or by implication, the rights, obligations and remedies of the Parties contained herein shall survive the expiration or termination of this Agreement for any reason.
- 21.9 *Enurement.* This Agreement shall enure to the benefit of and be binding upon the parties and their personal representatives, successors and permitted assigns.
- 21.10 *Assignment.* Except as otherwise provided for herein, no party may assign this Agreement without the prior written consent of all other parties, such consent not to be unreasonably withheld or delayed. Erie Thames Powerlines Corporation may, upon written notice to the other party, but without its consent, assign this Agreement to an Affiliate of Erie Thames Powerlines Corporation.
- 21.11 *Currency.* All dollars expressed herein shall be payable in Canadian currency.
- 21.12 *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement.

IN WITNESS WHEREOF the said parties hereto have caused this Agreement to be executed, as of the date first written above, by their respective representatives duly authorized in that behalf.

ERIE THAMES POWERLINES CORPORATION

“Distributor”

Name: Chris White

Title: President

I have the authority to bind the corporation.

SIFTON PROPERTIES LIMITED

“Developer”

Name:

Title:

I have the authority to bind the corporation.

SCHEDULE 1

Legal Description of Lands

Draft Plan of Subdivision

All of Lot 10, Block 69
&
part of Lots 6, 7, 8 & 9, Block 69, part of Lots 11 & 12, Block 68
&
part of Robert St., Registered Plan 279
&
part of Lots 6, 7 & 8, Registered Plan 173
&
Part Lot 19, Concession 1 (West Oxford)
in the
Town of Ingersoll
in the
County of Oxford

Phase I (residential)

SCHEDULE 2

NOTICES

Any notices or other communication to a party under this Agreement shall be given or served by hand, by registered mail, postage prepaid, by same day or overnight courier, electronic address (email), or by facsimile transmission (fax) addressed as follows:

(A) To the Distributor:

Chris White

President

Erie Thames Powerlines Corporation

PO Box 157

143 Bell Street

Ingersoll, ON

N5C 3K5

Telephone No. 519.485.1820 ext 235

Fax No. 519.485.4703

Email address: chrisw@erie-thamespower.com

(B) To the Developer:

Phillip R. Masschelein

Vice President

Sifton Properties Limited

195 Dufferin Avenue

London, Ontario

N6A 1K7

Telephone No.: 519.434.3622 ext 210

Fax No.: 519.434.7693

Email address: Phil.Masschelein@Sifton.com

SCHEDULE 3
OFFER TO CONNECT
NON CONTESTABLE ELECTRICAL PLANT INSTALLATION

February 7, 2011

Sifton Properties Limited
195 Dufferin Street
London, Ontario
N6A 1K7

Attention: Craig Linton

**RE: HARRIS VIEW DEVELOPMENT - SIFTON PROPERTIES 54 LOT SUBDIVISION
INGERSOLL**

The estimate below consists of the following:

- a) Engineering and Design.
- b) Supply and install 5 - 50kva, 16kv-120/240v, padmount transformers.
- c) Supply and install 1 - primary three phase junction.
- d) Supply and install 1 - primary pulling vault.
- e) Supply and install 1 - Span OH line.for expansion.
- f) Supply and install primary and secondary terminations.

<u>Material</u>	\$45,659.08
H.S.T	<u>\$5,935.68</u>
Total	\$51,594.76

<u>Labour & Trucks</u>	\$27,416.25
H.S.T	<u>\$3,564.11</u>
Total	\$30,980.36

Sub Total	\$73,075.33
H.S.T.	<u>\$9,499.79</u>
Total	\$82,575.12

Payment to Erie Thames Powerlines, in the amount of **\$51,594.76 (Fifty One Thousand Five Hundred Ninety Four Dollars and Seventy Six Cents)** is required upon execution of the connection agreement. The balance will be invoiced upon completion of the project.

Your signature implies acceptance of the above mentioned offer.

Signature

Print Name

Title

Date

Where customers connect to the Distribution System during the customer connection horizon (defined as a maximum of five (5) years calculated from the energization date of the facilities). **Customer** shall invoice Erie Thames Powerlines Corporation for their entitled payments upon connection and occupancy for each of the 54 Units, in the following amounts:

- **\$1,762.27 (Year 1),**
- **\$1,613.18 (Year 2),**
- **\$1,498.00 (Year 3),**
- **\$1,385.36 (Year 4),**
- **\$1,278.88 (Year 5)**
- **plus H.S.T.**

If you have any questions or concerns regarding the non contestable hydro installation, please do not hesitate to contact our office.

Yours truly,



Chris White
Vice President & General Manager
Erie Thames Powerlines Corporation

Please note said estimate is valid for 30 (thirty) days from the above mentioned date.

SCHEDULE 4

OFFER TO CONNECT CONTESTABLE ELECTRICAL PLANT INSTALLATION

February 7, 2011

Sifton Properties Limited
195 Dufferin Street
London, Ontario
N6A 1K7

Attention: Craig Linton

**RE: HARRIS VIEW DEVELOPMENT - SIFTON PROPERTIES 54 LOT SUBDIVISION
INGERSOLL**

The estimate below consists of the following:

Civil Work

- a) Supply and install 5 concrete transformer bases c/w grounding.
- b) Supply and install 1 sectionalizer base c/w grounding.
- c) Supply and install 1 UG pulling vault.
- d) Supply and install joint use trench.
- e) Supply and install 5 DBII road crossings.

Primary and Secondary Distribution

- f) Supply and install 3/0 aluminium secondary c/w marking tape and sand cover.
- g) Supply and install 2/0 aluminium primary cable in duct c/w marking tape and sand cover.

<u>Material</u>	\$44,859.57
H.S.T	<u>\$5,831.74</u>
Total	\$50,691.31

<u>Labour & Trucks</u>	\$104,881.53
H.S.T	<u>\$13,634.60</u>
Total	\$118,516.13

Sub Total	\$149,741.10
H.S.T.	<u>\$19,466.34</u>
Total	\$169,207.44

Payment to Erie Thames Powerlines, in the amount of **\$50,691.31 (Fifty One Thousand Six Hundred Ninety One Dollars and Thirty One Cents)** is required upon execution of the connection agreement. The balance will be invoiced upon completion of the project

Your signature implies acceptance to the above mentioned offer.

Signature

Print Name

Title

Date

Please note:

- The developer is responsible for all necessary layout, grades and property bars and any exclusive trench for Rogers Cable, Union Gas or Bell Canada.
- If Erie Thames Powerlines Corporation is chosen to complete the contestable portion of the installation, there will be no inspection charges. However if another contractor is chosen to complete the installation, inspection charges of \$87.64 per hour plus H.S.T. will be applied.
- In the event of frost conditions, a fifteen percent (15%) frost premium on the labour portion will be applied if over six inches (6") of frost is encountered during the installation. This item would be discussed between the parties before being arbitrarily charged.
- Additional charges of \$360.00 + tax (2010 price) per service installation will be applied as per Erie Thames Powerlines Typical Residential Service Entrance specification.



Sifton Properties Ltd Harris View Phase 1

Uncontestable Work		
1.0 Engineering and Design		Competitor
Engineering, Design, Estimating		
Labour	\$5,228.73	\$4,188.75
Equipment	\$347.53	
Subtotal	\$5,576.26	\$4,188.75
2.0 Primary and Secondary Distribution		
Transformers, Junctions, Primary and Secondary Terminations, Primary DIP		
Labour	\$8,349.28	\$28,927.92
Equipment	\$2,834.76	\$16,374.30
Materials	\$40,272.19	\$25,104.99
Other	\$634.28	\$9,278.77
Subtotal	\$52,090.51	\$79,685.98
3.0 Expansion		
Pole, Framing, OH Lines		
Labour	\$7,456.64	
Equipment	\$2,565.03	
Materials	\$5,386.89	
Subtotal	\$15,408.56	\$0.00
Uncontestable Work Subtotal	\$73,075.33	\$83,874.73
H.S.T.	\$9,499.79	\$10,903.71
Total	\$82,575.12	\$94,778.44

Contestable Work		
4.0 Primary and Secondary Distribution		Competitor
Primary and Secondary Cable		
Labour	\$6,348.90	\$25,535.29
Equipment	\$5,946.54	\$14,453.94
Materials	\$34,025.01	\$61,528.22
Others	\$0.00	\$8,190.57
Subtotal	\$46,320.45	\$109,708.02
5.0 Expansion		
Labour/Equipment/Inventory	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00
Contestable Work Subtotal	\$46,320.45	\$109,708.02
H.S.T.	\$6,021.66	\$14,262.04
Total	\$52,342.11	\$123,970.06

Noncontestable and Contestable Work Above Standard Connection		
6.0 Items Excluded from Receiving Support		Competitor
Incremental Cost		\$8,020.00

Summary		Competitor
Uncontestable Work	\$73,075.33	\$91,894.73
Contestable Work	\$46,320.45	\$109,708.02
Connection Rebates	(\$95,162.58)	(\$97,301.00)
Subtotal	\$24,233.20	\$104,301.75
H.S.T.	\$3,150.32	\$13,559.23
Total	\$27,383.52	\$117,860.98

Civil Work		
Civil Provided by Developer		
Excavation of trenches with sand bedding, ducts with caps and pull ropes, road crossings, transformer and junction bases with grounding		Competitor does not perform civil work
Labour	\$65,038.12	na
Equipment	\$27,547.97	na
Materials	\$10,834.56	na
Subtotal	\$103,420.65	na
H.S.T.	\$13,444.68	na
Total	\$116,865.33	na

Erie Thames Economic Evaluation Model

Summary of Results For Sifton Subdivision

Capital Costs	Total Expansion Cost	%	LDC Investment
Cost of Electrical Installation	\$222,816.43	100%	\$81,636
Total	\$222,816.43	100%	\$81,636
LDC Capital Investment			\$81,636

LDC Record of Investments

	New Connections	Annual Investment	Accumulated Investment		Price Per Lot Paid by Powerlines
2010	11	\$19,385	\$19,385.00	2010	\$1,762.27
2011	11	\$17,745	\$17,745.00	2011	\$1,613.18
2012	11	\$16,478	\$16,478.00	2012	\$1,498.00
2013	11	\$15,239	\$15,239.00	2013	\$1,385.36
2014	10	\$12,789	\$12,788.79	2014	\$1,278.88
Total	54	\$81,636			

Customer Capital Contribution \$141,181

Adjustment For Capacity Enhancements (Upstream) Costs

	Annual Investment	Upstream Costs	Due to Customer
2010	\$19,385	\$0	\$19,385
2011	\$17,745	\$0	\$17,745
2012	\$16,478	\$0	\$16,478
2013	\$15,239	\$0	\$15,239
2014	\$12,789	\$0	\$12,789

Hydro One Networks Inc.
420 Welham Road
Barrie ON L4N 8Z2
www.HydroOne.com

Tel: 866 272 3330
Fax: 705 719 0716
subdivision@HydroOne.com



Date , 2009

Sifton Properties Limited
T.519.434.3622 x237

Attention: Craig Linton

Re: Proposed Development

Thank you for notifying us of your proposed development. As your development is within Hydro One's service territory, Hydro One reserves the right to complete the planning and design of the electrical distribution system. The cost of the design of the electrical distribution system will be borne by the developer.

In order to expedite the commencement of the design, design fees of \$50.00 per lot **plus G.S.T.** should be submitted with the completed data form (attached). You will be billed on actual design fees calculated at the rate approved by the OEB (*\$ 3.10 per meter of trench and overhead expansion.*) The design fees will be collected only for the portion being developed at this time.

To ensure adequate electrical supply, we would like to see your plan and profile "civil engineering" plans for the phases being developed at this time and a "plan" drawing of any subsequent phases of the overall development. Hydro One expectation is that your site plan and lot configuration has been approved by the Municipality. **Additional design fees will be applied to any request to update the design onto a revised site plan.** Hydro One initiates separate construction packages for each phase of the development. Installation of each stage must be completed before Hydro One will energize. Composite plans for preliminary purposes can be completed upon request to fulfill municipal requirements.

Hydro One reserves the right to either fully service or to provide provision to service lots at a later date. For lots left with provisions to service, additional costs will be applicable. The Developer is responsible for any design changes and costs associated with incorrect information provided. (i.e. driveway location, building location/set back, and service size.)

Attached please find:

1. Checklist of our requirements to initiate the electrical design
2. Hydro One Subdivision Data Form
3. Hydro One Subdivision Process sheet

Design of the electrical system required to service your development will be based on the engineering information supplied by you or your delegate through the data form and drawings. A

construction package will only be issued at the time all agreements and approvals have been obtained.

Co-ordination of the installation with other utilities (Telephone, CATV, Gas, Street lighting) is the sole responsibility of the Developer. A joint utility trench, agreeable to all parties, may be an option for consideration

Hydro One's policy is to install the electrical meter on the driveway side of the house. The meter base shall be a "Jumbo" or "Oversized" style, with a centre mount hole for the meter. This requirement is to provide a clear and safe access to the meter. As a result of this requirement, it is imperative that driveway locations be indicated on the "civil engineering" drawings in order to complete the electrical design.

For residential, multi-unit and townhouse dwellings; three types of meter installations are approved. They are as follows:

- A meter base installed on each individual unit. Hydro One will approve the meter base location.
- A gang meter base installed on the end of one of the units in the townhouse block. A secondary service cable sized by Hydro One will be installed from the transformer to the main bus of the gang-metering unit. The gang metering unit must be lockable, weatherproof and vandal proof. Hydro One will approve the gang-meter base location.
- A stacked meter center utilized to service multi-family residential units. A secondary service cable sized by Hydro One, will be installed from the transformer to the main disconnect of the stacked meter center. Maximum number of services permitted from the main disconnect is subject to the Electrical Safety Authority Inspection and approval. The complete installation (main disconnect and meter center) must be installed in a lockable, weatherproof and vandal proof enclosure. If this method is chosen, Hydro One must be informed at the time of the submission of the data form, along with information on the size of the main disconnect and a copy of the number of services permitted from the main disconnect from the Electrical Safety Authority. Developer will own and maintain secondary cable if meter center is with the building.

Hydro One will do an economic evaluation to calculate both the Developer's and Hydro One's share of the underground electrical distribution system costs. This evaluation will conform to the requirements of the Ontario Energy Board's Distribution System Code. The economic evaluation will also include but not be limited to the internal electrical servicing costs for the subdivision lots, "upstream" costs (substation and feeder costs), the electrical design, planning and field administration costs. Hydro One will rebate the Developer the apportioned share for the residential units as calculated in the economic evaluation as part of the Subdivision Agreement and /or once the subdivision is energized.

Hydro One Networks Inc.

420 Welham Road
Barrie ON L4N 8Z2
www.HydroOne.com

Tel: 866 272 3330
Fax: 705 719 0716
subdivision@HydroOne.com



In order to perform a fair and equitable economic evaluation, it is imperative that the proposed building envelopes are shown on the “civil engineering” drawings and all of the required information indicated on the Data Form is completed as accurately as possible.

Please note that subdivision design is prioritized on a first come basis and designs will not be started until all data and fees are received. To avoid delays, please ensure all data is returned as requested. This information is inclusive but not limited to the completion of the attached data form, AutoCAD files with the land base properly geo-referenced to UTM co-ordinates, provision of driveway locations; provision of the building envelopes/set backs.

In addition, please ensure the main road into the subdivision has been staked, so that accurate entrance information may be obtained by our field staff.

This office is only responsible for the design and estimate of the electrical supply within the subdivision and if required, line expansion. Should you have any questions regarding this request, please contact this office.

Sincerely,

C. Simpson
Engineering Support Assistant
Barrie

Encl.

Check List of Information to be Returned and Developer "Need-to-Know" Information

Please return the following data to the above noted address:

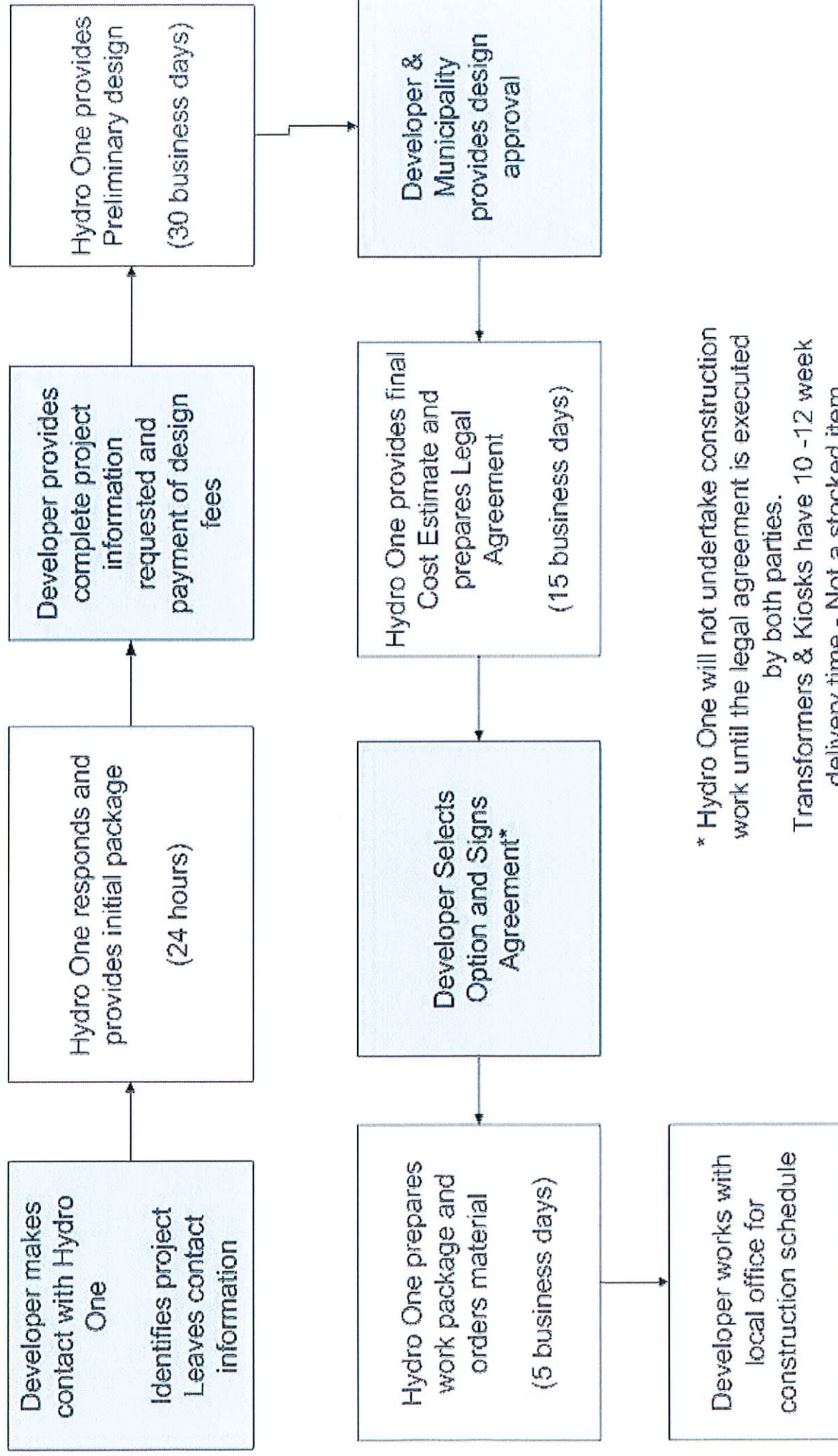
- ☐ Hydro One U/G Subdivision Data Form completed in full.
 - ☐ An AutoCAD drawing (digital) of the above (release 2004) with NO "X" References. The AutoCAD file is to be geo-referenced including proper rotation to Universal Transverse Mercator Projection (UTMP) NAD83 co-ordinates with +/-1 metre tolerance. This information can be provided by your Ontario Land Surveyor and will be required before a Design can be completed.
- Also to be included:
- ☐ Municipal Road Cross Sections showing Utility Corridors.
 - ☐ Subdivision survey plan indicating the property to be developed, complete with lot layouts.
 - ☐ Proposed building envelopes and septic beds if applicable.
 - ☐ Driveway locations.
 - ☐ Curbs, sidewalks, deep services (existing and proposed).
 - ☐ Existing Hydro Plant.
 - ☐ Key Plan.
- ☐ Geographic location including Lot, Concession, Township, County/Region
 - ☐ Distance from each entrance to nearest road intersection. Please ensure the proposed entrance is clearly marked in the field to facilitate a preliminary field visit by a Hydro One field representative.
 - ☐ Preliminary Design Fees should be submitted at this time, calculated at **\$50.00 + G.S.T. per lot** to be developed in this phase.
-

Street Lighting is ultimately owned by the road authority who become responsible for the maintenance of it. It is separated from Hydro One's distribution system by one or more **secondary disconnect pedestals**. This is essentially a breaker in a box, similar to a Bell or CATV pedestal, and usually located near a transformer. A consulting Engineer, on behalf of the Developer, can create a street lighting design in the form of an individual construction drawing prepared to municipal specifications. We will require the location of the street lighting disconnects as soon as possible, plus a copy of the final street lighting design prior to construction.

Connections for customers or lighting may be requested through our Customer Communications Centre at 888-664-9376. An inspection permit will be required. For street lighting, the consultant **must advise the road authority** that a letter must be sent to Hydro One Networks accepting energy costs and confirming the quantity, type and size of lights being connected. The connection process will be initiated internally, but lights will not be energized until the installation passes ESA Inspection, and Hydro One Networks receives the letter of acceptance from the road authority.

Contact information can be obtained on the Web at <http://customer.hydroonenetworks.com/> and following the "Contact Us" link

Hydro One Subdivision Process



* Hydro One will not undertake construction work until the legal agreement is executed by both parties.
Transformers & Kiosks have 10 -12 week delivery time - Not a stocked item

HYDRO ONE SUBDIVISION DATA FORM

MUST be Completed Prior to Commencement of Design

Rev Feb 10, 2009

Subdivision Name:				Internal Subdivision Hydro Lines to be: <input type="checkbox"/> Underground <input type="checkbox"/> Overhead			
Name of Developer:							
Name Of Contact Person:							
Mailing Address of Developer:							
Business Phone Number:				Business Fax Number:			
Email Address:							
Civil Consultants Name				Electrical Consultants Name			
Name of Contact Person:				Name of Contact Person:			
Civil Consultants Address:				Electrical Consultants Address:			
Business Phone Number:				Business Phone Number:			
Business Fax Number:				Business Fax Number:			
Email Address:				Email Address:			
For the Complete Development		Number of Phases		Number of Lots			
Number of Lots/Phases - This Request		Phase No.		Lots			
Location: Lot		Concession		Twp. (Include Pre-Amalgamation)		County	
Type Of Lots and Quantity	Single Family	Semi	Quad	Townhouse (Condominium)	Townhouse (Freehold)	Industrial/ Commercial	
House Size (Square Feet)		Service Size Standard 200A or		Townhouse Metering <input type="checkbox"/> Individual <input type="checkbox"/> Gang <input type="checkbox"/> Stacked Meter Centre			
Building Setbacks	Gas Heat	Electric Heat	A/C	Electric Water Heater		Other	
Additional Service Requirements i.e. Schools; Commercial; Sewage or Water Pumps Identify Lot Numbers			Service Size		Pump HP		
The Latitude/Longitude and or UTM co-ordinates of Centre Line at the Entrance to Subdivision							
Latitude (i.e. DD MM SS - 44 25 73)				UTM (i.e. 1337806,12009952)			
Longitude (i.e. DD MM SS- 76 21 28)							
Joint Use	<input type="checkbox"/> Telephone, CATV			<input type="checkbox"/> Joint Use (Telephone, CATV,GAS)			
Street lighting for Overhead Subdivisions ONLY				Span Restriction		Attachment Height	
Developers Projected In-Service Date (dd/mm/yr):							

I certify that the information provided above is accurate. It is understood that Hydro One Network Inc. will design the electrical distribution system from this information. Changes to the above information or engineering plans, necessitating revisions to the design, will be chargeable to the developer/consultant.

Signature: _____ Date: _____

Customer Payment Option Form



Hydro One Networks Inc.

Section I: Customer

Date: _____
Customer Name (please print): _____
Current Address: _____
City: _____
Postal Code: _____
Home Telephone #: _____
Business Telephone #: _____
email @ address: _____

New Address: _____
City: _____
Postal Code: _____
New Telephone: _____

Payment Option

please check one Cheque ☐ Visa ☐ Mastercard ☐

Trip Charge - applied when additional trips required due to customer defect/missed obligation ☐

Amount _____
Credit Card #
Expiry Date: (mm yy)
Cardholder Name: _____
(please print)

I hereby authorize Hydro One Networks Inc. to charge my VISA or Mastercard with the above stated amount as per the Customer Service Contract New Connections and Service Upgrades.

Signature: _____

Section II:

Field Office Use Only

Payment Received:

Client ID	Cost Centre	Project ID	Work Order No.	Task	Amount	Total

Field Business Centre Phone #

Prepared by: _____

This Residential Subdivision Agreement (Rev. 05312004rev)1 made this 17 day of January, 2010 between:

HYDRO ONE NETWORKS INC., a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as "Hydro One Networks")

OF THE FIRST PART,

- and -

Sifton Properties Ltd., a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as the "Developer")

OF THE SECOND PART.

WHEREAS the Developer is planning to expand or develop a Subdivision;

AND WHEREAS Hydro One Networks will perform the Hydro One Connection Work, including, but not limited to designing the Electrical Distribution System to be supplied and constructed by the Developer or Hydro One Networks as more particularly described herein, for purposes of providing electrical power to the Subdivision;

AND WHEREAS Hydro One Networks has agreed to design same in accordance with the terms and conditions herein;

AND WHEREAS the Developer has agreed to pay the Hydro One Networks' costs under this Agreement associated with the Hydro One Connection Work in accordance with the terms and conditions herein; and

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions

1.1 For the purposes of this Agreement, the following definitions shall apply:

"Actual Cost" means Hydro One Networks' charge for equipment, labour and materials at Hydro One Networks' standard rates plus Hydro One Networks' standard overheads and interest thereon.

"Agreement" means this Residential Subdivision Agreement, Schedules "A", "B", "C", "D" and "F" attached thereto.

"Contractor" means the firm of contractors, the company or the individual acting as contractor and commissioned by the Developer to install the Primary and Secondary Distribution Systems.

"Civil Works" means the excavation of trenches, sand padding with masonry sand and backfill, the concrete vaults, grounding & crushed stone base for transformers and kiosks, and road crossing ducts complete with pull rope and caps for spares as outlined in Section 5.0..

"Customer Connection" means a standard connection service that is connected and authorized for billing.

"Economic Evaluation" or "Discounted Cash Flow Model" means the analytical tool designed to determine the Developer's capital contribution based on fixed costs and estimated revenue.

"Electrical Distribution System" means the Primary Distribution System, Secondary Distribution System and Residential Services located within the subdivision but does not include any Line Expansion.

"Force Majeure Event" shall be deemed to be a cause reasonably beyond the control of the party whose inability as aforesaid is involved such as, but without limitation to, strike of that party's employees, damage or destruction by the elements, accident to the works of that party, fire explosion, war the Queen's enemies, legal act of the public authorities, insurrection, act of God or inability to obtain essential services or to transport materials, products or equipment because of the effect of similar causes on that party's suppliers or carriers.

"Hydro One Networks' Distribution System" means Hydro One Networks' system for distributing electricity, and includes any structures, equipment or other things used for that purpose.

"Hydro One Networks Connection Work" means the work described in Schedule "A" attached hereto.

"Inspector" means an employee of Hydro One Networks who has been assigned to inspect the Contractor's work and method of installation in accordance with the Specifications.

"Line Expansion" means the distribution line required to supply the development with energy from the development connection point to Hydro One Networks' nearest practical point of connection.

"Ontario Energy Board Act" means the Ontario Energy Board Act, 1998, S.O. 1998, C.15, Schedule B.

"Primary Distribution System" means the distribution lines, underground cables and all associated equipment located up to and including the transformers.

"Residential Service(s)" means the overhead or underground electrical system located from the lot line to the dwelling.

"Secondary Distribution System" means the overhead or underground cables and all associated equipment located from the transformer to the lot line of each serviced lot.

"Specifications" means the specifications and drawings attached hereto as Schedule "B".

"Subdivision" means a residential subdivision known as **Harris View Phase 1** at the property located at Lot _ Concession _, Township of South West Oxford, Ingersoll boundary, as shown on as shown on the plan registered as Plan ____M____ at __:__ a.m./p.m. on the ____ day of _____, ____.

2.0 Approvals

- 2.1 The Developer shall obtain all necessary approvals, required by law or otherwise for the plan of Subdivision and shall register the plan in the Land Registry/Land Titles Office. The Developer shall provide evidence of compliance with this clause to Hydro One Networks upon request.
- 2.2 The Developer is responsible for obtaining all necessary approvals, required by law or otherwise, for the construction of the Electrical Distribution System, including but not limited to, the approval of the Ontario Energy Board pursuant to Section 92 of the *Ontario Energy Board Act* and the approval of the Electrical Safety Authority.

3.0 Financial Obligations

Choose either

Option A = Hydro One Networks supplies and installs a complete Electrical Distribution System

or

Option B = The Developer supplies and installs a complete Electrical Distribution System

and confirm your selection by checking off the appropriate box, along with your signature and method of payment for the total costing of that option.

3.2 The Developer hereby elects Option A by checking the box below and agrees and accepts all the figures contained in the Option A chart below:

Option A – Hydro One Networks Performs Non-Contestable Work and Contestable Work				
Part 1 Non-Contestable Work Firm Offer		TOTAL	PAID	DUE
1.0 Engineering & Design				
1.1	Design Costs (subject to GST)	\$ -	\$ -	\$ -
	Design Costs (subject to HST)	\$ 4,188.75	\$ -	\$ 4,188.75
	Total Cost Section 1.1	\$ 4,188.75	\$ -	\$ 4,188.75
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ -	\$ -	\$ -
	Remaining Balance Section 1.1	\$ 4,188.75	\$ -	\$ 4,188.75
2.0 Cost of Non-Contestable Work Other Than Line Expansion				
		TOTAL	PAID	DUE
Non-Contestable Subdivision Secondary Costs				
	Material	\$ 15,381.14	\$ -	\$ 15,381.14
	Labour	\$ 22,198.41	\$ -	\$ 22,198.41
	Equipment	\$ 12,565.14	\$ -	\$ 12,565.14
	Other Miscellaneous	\$ 2,931.87	\$ -	\$ 2,931.87
	Administration & Overheads	\$ 4,188.38	\$ -	\$ 4,188.38
	400A Meterbase Credit	\$ -	\$ -	\$ -
	Total Cost Section 2.1	\$ 57,264.94	\$ -	\$ 57,264.94
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ 57,264.94	\$ -	\$ 57,264.94
	Remaining Balance Section 2.1	\$ -	\$ -	\$ -
2.2 Non-Contestable Subdivision Primary Costs				
	Material	\$ 9,723.85	\$ -	\$ 9,723.85
	Labour	\$ 6,729.51	\$ -	\$ 6,729.51
	Equipment	\$ 3,809.16	\$ -	\$ 3,809.16
	Other Miscellaneous	\$ 888.80	\$ -	\$ 888.80
	Administration & Overheads	\$ 1,269.72	\$ -	\$ 1,269.72
	Cost To Connect To An Existing Powerline	\$ -	\$ -	\$ -
	Forestry Cost (If Applicable)	\$ -	\$ -	\$ -
	Total Cost Section 2.2	\$ 22,421.04	\$ -	\$ 22,421.04
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ -	\$ -	\$ -
	Remaining Balance Section 2.2	\$ 22,421.04	\$ -	\$ 22,421.04
Continued				

3.2 Continued

The Developer hereby elects Option A by checking the box below and agrees and accepts all the figures contained in the Option A chart below:

Option A – Hydro One Networks Performs Non-Contestable Work and Contestable Work				
3.0 Cost Of Non-Contestable Line Expansion (If Applicable)				
		TOTAL	PAID	DUE
3.1	Non-Contestable Line Expansion Costs			
	Material	\$ -	\$ -	\$ -
	Labour	\$ -	\$ -	\$ -
	Equipment	\$ -	\$ -	\$ -
	Other Miscellaneous	\$ -	\$ -	\$ -
	Administration & Overheads	\$ -	\$ -	\$ -
3.2	Cost To Connect To An Existing Powerline	\$ -	\$ -	\$ -
3.3	Forestry Cost (If Applicable)	\$ -	\$ -	\$ -
3.4	Miscellaneous Approvals Such As Water Crossing, Railway Crossing, Pipeline Crossing, etc.	\$ -	\$ -	\$ -
3.5	Easements, Permits and Approvals	\$ -	\$ -	\$ -
	Total Cost Section 3.1 to 3.5	\$ -	\$ -	\$ -
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ -	\$ -	\$ -
	Remaining Balance Section 3.1 to 3.5	\$ -	\$ -	\$ -
4.0 Cost of Contestable Work Other Than Line Expansion				
		TOTAL	PAID	DUE
4.2	Contestable Subdivision Secondary Costs			
	Material	\$ 26,787.91	\$ -	\$ 26,787.91
	Labour	\$ 14,288.33	\$ -	\$ 14,288.33
	Equipment	\$ 8,087.74	\$ -	\$ 8,087.74
	Other Miscellaneous	\$ 1,887.14	\$ -	\$ 1,887.14
	Administration & Overheads	\$ 2,695.91	\$ -	\$ 2,695.91
	Total Cost Section 4.1	\$ 53,747.03	\$ -	\$ 53,747.03
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ 40,036.06	\$ -	\$ 40,036.06
	Remaining Balance Section 4.1	\$ 13,710.97	\$ -	\$ 13,710.97
4.2	Contestable Subdivision Primary Costs			
	Material	\$ 34,740.31	\$ -	\$ 34,740.31
	Labour	\$ 11,246.96	\$ -	\$ 11,246.96
	Equipment	\$ 6,366.20	\$ -	\$ 6,366.20
	Other Miscellaneous	\$ 1,485.45	\$ -	\$ 1,485.45
	Administration & Overheads	\$ 2,122.07	\$ -	\$ 2,122.07
	Total Cost Section 4.2	\$ 55,960.99	\$ -	\$ 55,960.99
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ -	\$ -	\$ -
	Remaining Balance Section 4.2	\$ 55,960.99	\$ -	\$ 55,960.99
Continued				

3.2 Continued

The Developer hereby elects Option A by checking the box below and agrees and accepts all the figures contained in the Option A chart below:

Option A – Hydro One Networks Performs Non-Contestable Work and Contestable Work				
5.0 Contestable Cost Of Line Expansion (If Applicable)				
5.1	Contestable Cost of Line Expansion	TOTAL	PAID	DUE
	Material	\$ -	\$ -	\$ -
	Labour	\$ -	\$ -	\$ -
	Equipment	\$ -	\$ -	\$ -
	Other Miscellaneous	\$ -	\$ -	\$ -
	Administration & Overheads	\$ -	\$ -	\$ -
	Total Cost Section 5.1	\$ -	\$ -	\$ -
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ -	\$ -	\$ -
	Remaining Balance Section 5.1	\$ -	\$ -	\$ -
Remaining balance on Non-Contestable and Contestable Work (Sections 1.0 through 5.0)		\$ 96,281.75	\$ -	\$ 96,281.75
Part 3 Non-Contestable and Contestable Work Above Standard Connection				
		TOTAL	PAID	DUE
6.0	Items Excluded From Receiving Support			
6.1	Pad-mount Transformer Incremental Cost (NonCont.)	\$ 8,020.00	\$ -	\$ 8,020.00
6.2	Pad-mount Transformer Incremental Cost (Contestable)	\$ -	\$ -	\$ -
	Total Cost Section 6.1 to 6.2	\$ 8,020.00	\$ -	\$ 8,020.00
Part 4 Totals				
	Revenue Shortfall (if applicable)	\$ -		\$ -
	Sub-Total (without Tax) for Option A	\$ 104,301.75	\$ -	\$ 104,301.75
	GST on Engineering and Design for Option A	\$ -	\$ -	\$ -
	HST on Engineering and Design for Option A	\$ 544.54	\$ -	\$ 544.54
	HST on Remaining Items for Option A	\$ 13,014.69	\$ -	\$ 13,014.69
	Grand Total (with GST & HST) for Option A	\$ 117,860.98	\$ -	\$ 117,860.98
GST/HST# 870865821RT0001				
A-1	The Developer has paid the cost of Design and Staking, incurred by Hydro One Networks in the amount of =		\$ -	
A-2	The Developer shall pay 100% of the Remaining Cost to be incurred by Hydro One Networks at the time of signing of this Agreement, in the amount of =			\$ 117,860.98
A-3	Refund After Hydro One Networks Support Applied			\$ -
<p>I Elect To Choose Option A <input type="checkbox"/> _____ Signature</p>				

- 3.3 The Developer hereby elects Option B by checking the box below and agrees and accepts all the figures contained in the Option B chart below:

Option B – Hydro One Networks Performs Non-Contestable Work Only				
Part 1 Non-Contestable Work Firm Offer		TOTAL	PAID	DUE
1.0 Engineering & Design				
1.1	Design Costs (subject to GST)	\$ -	\$ -	\$ -
	Design Costs (subject to HST)	\$ 4,188.75	\$ -	\$ 4,188.75
	Total Cost Section 1.1	\$ 4,188.75	\$ -	\$ 4,188.75
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ -	\$ -	\$ -
	Remaining Balance Section 1.1	\$ 4,188.75	\$ -	\$ 4,188.75
2.0 Cost of Non-Contestable Work Other Than Line Expansion				
		TOTAL	PAID	DUE
2.1	Non-Contestable Subdivision Secondary Costs			
	Material	\$ 15,381.14	\$ -	\$ 15,381.14
	Labour	\$ 22,198.41	\$ -	\$ 22,198.41
	Equipment	\$ 12,565.14	\$ -	\$ 12,565.14
	Other Miscellaneous	\$ 2,931.87	\$ -	\$ 2,931.87
	Administration & Overheads	\$ 4,188.38	\$ -	\$ 4,188.38
	400A Meterbase Credit	\$ -	\$ -	\$ -
	Total Cost Section 2.1	\$ 57,264.94	\$ -	\$ 57,264.94
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ 57,264.94	\$ -	\$ 57,264.94
	Remaining Balance Section 2.1	\$ -	\$ -	\$ -
2.2	Non-Contestable Subdivision Primary Costs			
	Material	\$ 9,723.85	\$ -	\$ 9,723.85
	Labour	\$ 6,729.51	\$ -	\$ 6,729.51
	Equipment	\$ 3,809.16	\$ -	\$ 3,809.16
	Other Miscellaneous	\$ 888.80	\$ -	\$ 888.80
	Administration & Overheads	\$ 1,269.72	\$ -	\$ 1,269.72
	Cost To Connect To An Existing Powerline	\$ -	\$ -	\$ -
	Forestry Cost (If Applicable)	\$ -	\$ -	\$ -
	Total Cost Section 2.2	\$ 22,421.04	\$ -	\$ 22,421.04
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ -	\$ -	\$ -
	Remaining Balance Section 2.2	\$ 22,421.04	\$ -	\$ 22,421.04
Continued				

3.3 Continued

The Developer hereby elects Option B by checking the box below and agrees and accepts all the figures contained in the Option B chart below:

Option B – Hydro One Networks Performs Non-Contestable Work Only				
3.0	Non-Contestable Cost Of Line Expansion (If Applicable)	TOTAL	PAID	DUE
3.1	Non-Contestable Line Expansion Costs			
	Material	\$ -	\$ -	\$ -
	Labour	\$ -	\$ -	\$ -
	Equipment	\$ -	\$ -	\$ -
	Other Miscellaneous	\$ -	\$ -	\$ -
	Administration & Overheads	\$ -	\$ -	\$ -
3.2	Cost To Connect To An Existing Powerline	\$ -	\$ -	\$ -
3.3	Forestry Cost (If Applicable)	\$ -	\$ -	\$ -
	Miscellaneous Approvals Such As Water Crossing, Railway Crossing, Pipeline Crossing, etc.			
3.4		\$ -	\$ -	\$ -
3.5	Easements, Permits and Approvals	\$ -	\$ -	\$ -
	Total Cost Section 3.1 to 3.5	\$ -	\$ -	\$ -
	Less: Revenue Support Applied To This Section (to a maximum of the cost above)	\$ -	\$ -	\$ -
	Remaining Balance Section 3.1 to 3.5	\$ -	\$ -	\$ -
	Remaining balance on Non-Contestable and Contestable Work (Sections 1.0 through 3.0)	\$ 26,609.79	\$ -	\$ 26,609.79
	Total Unused Support Available For Contestable Work	\$ 40,036.06	\$ -	\$ 40,036.06
	Total Remaining Balance	\$ (13,426.27)	\$ -	\$ (13,426.27)
Part 2 Non-Contestable Work Above Standard Connection				
4.0	Items Excluded From Receiving Support			
4.1	Pad-mount Transformer Incremental Cost	\$ 8,020.00	\$ -	\$ 8,020.00
4.2	Work Site Inspection (If Applicable)	\$ 10,789.24	\$ -	\$ 10,789.24
	Total Cost Section 4.1 to 4.2	\$ 18,809.24	\$ -	\$ 18,809.24
Part 3 Totals				
	Revenue Shortfall (if applicable)	\$ -	\$ -	\$ -
	Sub-Total (without Tax) for Option B	\$ 5,382.97	\$ -	\$ 5,382.97
	GST on Engineering and Design for Option B	\$ -	\$ -	\$ -
	HST on Engineering and Design for Option B	\$ 544.54	\$ -	\$ 544.54
	HST on Remaining Items for Option B	\$ 155.25	\$ -	\$ 155.25
	Grand Total (with GST & HST) for Option B	\$ 6,082.76	\$ -	\$ 6,082.76
GST/HST# 870865821RT0001				
Continued				

3.3 Continued

The Developer hereby elects Option B by checking the box below and agrees and accepts all the figures contained in the Option B chart below:

Option B – Hydro One Networks Performs Non-Contestable Work Only				
Part 3 Totals Unused Support Available For Contestable work				
		TOTAL	PAID	DUE
B-1	The Developer has paid the cost of Design and Staking, incurred by Hydro One Networks in the amount of =		\$ -	
B-2	The Developer shall pay 100% of the Remaining Cost to be incurred by Hydro One Networks at the time of signing of this Agreement, in the amount of =			\$ 6,082.76
B-3	Refund After Hydro One Networks Support Applied			\$ -

I Elect To Choose Option B ☐ _____

← Signature

- (a) Interest shall be payable at the rate of 18 per cent per year on all overdue payments.
- (b) Hydro One Networks will not order any material required specifically for this project if the estimated amounts of either A-1 and A-2 or B-1 and B-2 above have not been paid. Hydro One Networks will not be liable to the Developer for any delay in the delivery of such components. The amounts quoted above for each of the two Options will only remain in effect for a period of 6 months from the date of this Agreement. If the Developer has not paid the estimated amount of either A-2 or B-2 within six months from the date of this Agreement, the agreement package will be reviewed and reissued at the expense of the Developer.
- (c) Where the Developer makes a capital contribution towards a Line Expansion or Electrical Distribution System, if, within the next 5 years an unforecasted customer is connected to the Line Expansion or Electrical Distribution System, Hydro One Networks will collect a capital contribution (calculated using the economic evaluation) from the new customer and this amount will be rebated to the Developer, as described in the Distribution System Code.

4.0 Hydro One Networks Covenants

4.1 Hydro One Networks covenants that it will:

- (a) design the Electrical Distribution System for up to a 200-ampere service load for each lot within the Subdivision or a 400 ampere service load if required and specified at time of design;
- (b) provide temporary construction services to the Developer subject to the execution of a separate agreement concerning the Actual Cost thereof;
- (c) provide, at the Developer's expense, the design for the Electrical Distribution System and will show the location of primary cables, secondary cables, service cables, transformers, switch-gear, load break junctions, vaults, road crossings and connection points with Hydro One Networks' Distribution System;
- (d) upon the Developer's notification, provide an Inspector during work on the site as per Schedule "B";
- (e) advise the Developer of service locations upon request;
- (f) ensure all plant provided by the Developer shall be of sufficient size, as determined by Hydro One Networks, to service the Subdivision as well as the adjacent lands which in the opinion of Hydro One Networks, Hydro One Networks may require the use of the Electrical Distribution System, in part or in whole, as feeders;
- (g) provide service connections promptly upon the receipt of notice that the dwellings within the Subdivision have passed inspection by the Electrical Safety Authority or within such time period as may be practicable; and
- (h) design any Line Expansion where Hydro One Networks indicates, in writing, that one is required.

4.2 Notwithstanding Section 4.1 above, Hydro One Networks will not:

- (a) perform construction after the ground freezes, unless requested to do so by the Developer. The Developer shall be responsible for all additional Actual Cost, as determined by Hydro One Networks that may be incurred during any such construction period;
- (b) provide three-phase secondary power under this Agreement; or
- (c) design or install street lights under this Agreement.

5.0 Developer Covenants

5.1 The Developer covenants that it will:

- (a) provide, prior to the design of the Electrical Distribution System, an engineering site plan in AutoCAD format referencing either :

Universal Transverse Mercator Projection (UTMP), NAD 83 co-ordinates

or

Local co-ordinates with control points using UTMP, NAD 83 co-ordinates,

and showing the location and specifications of:

- (i) water, sewers, hydrants and other facilities;
- (ii) driveways and side walks;
- (iii) street lighting;
- (iii) road profiles and cross sections; and
- (iv) ultimate landscape on public road allowance.

The Developer will notify Hydro One Networks, Bell Canada, any telecommunications company(ies), or any other interested third party of any revisions to the engineering site plan prior to commencing any construction;

- (b) prior to construction of the Electrical Distribution System, provide clearance and grading of the Electrical Distribution System routes to within 15 centimetres of final levels, and install curbs. If no curbs are to be installed, ditches and shoulders must be shaped. Final elevations of ditches must be communicated to Hydro One Networks at the design stage. Where the Electricity Distribution System is located on private property, a registered easement in accordance with Hydro One Networks requirements will be provided at the Developer's expense;
- (c) incorporate Hydro One Networks' design, as approved by the developer, into the engineering drawings for the Subdivision. Once the design has been returned to the Developer or its consultant, future changes in the layout will only be made at the expense of the Developer;
- (d) prior to commencement of work, submit proposed layout plans (either electronic or hard copy). The layout shall conform to local municipal requirements. Road profile/cross-sections drawings shall also be indicated. Depending on the format submitted the plans shall be of adequate scale to allow the design to be incorporated on to the plan;
- (e) provide location of, curb cuts and walkways, at least six (6) weeks in advance of installation of the Electrical Distribution System. Any relocation of such services after the six (6) week period may result in additional cost, which will be the sole responsibility of the Developer;
- (f) provide location stake out of any other service(s) that might conflict with all or a portion of the Electrical Distribution System;
- (g) identify lot lines and other reference points immediately prior to the starting of any or all of the Electrical Distribution System or a joint use trench;
- (h) provide survey plans and grants of easement satisfactory to Hydro One Networks, at no cost to Hydro One Networks;
- (i) provide unobstructed access to Hydro One Networks personnel to and along the Electrical Distribution System route;
- (j) provide civil work as defined in Section 1.1 and specified in the Residential Underground Subdivision specifications attached hereto as Schedule "B" that forms part of this Agreement; 4
- (k) defer sodding, final granular fill and paving until after the Electrical Distribution System has been installed; and
- (l) complete all applicable attached schedules and appendices.

5.2 Where the Developer has chosen Option B in Section 3.0, the Developer covenants that it will:

- (a) provide and install the Electrical Distribution System in accordance with Hydro One Networks' design and Specifications. Any exceptions to the use of specified materials must be reviewed and approved by Hydro One Networks. Any changes to the design of the Electrical Distribution System or the Line Expansion will be at the expense of the Developer;
- (b) provide civil work as defined in Section 1.1 and specified in the Residential Underground Subdivision specifications attached hereto as Schedule "B" that forms part of this Agreement
- (c) provide Hydro One Networks with "as-built" drawings upon completion and acceptance of the Electrical Distribution System prior to energization;
- (d) upon completion of the installation of the Electrical Distribution System, the Developer shall complete and provide Hydro One Networks with the form entitled "Installed Electrical Material" as per Schedule "B".
- (e) advise builder(s) of information provided to Hydro One Networks under Section 5.1 (e) above. Hydro One Networks will not be responsible for inadequate or inaccurate information so provided;
- (f) install and mark, as applicable, the Electrical Distribution System ducting at road crossings as specified by Hydro One Networks; and
- (g) provide a level area within a radius of three (3) metres of each pad-mounted transformer and each switching kiosk.

5.3 Where the Developer has chosen Option A in Section 3.0, the Developer covenants that it will:

- (a) co-ordinate the Civil Work with Hydro One Networks in regard to when the trenches will be opened and the conductors installed.
- (b) co-ordinate the installation of Bell Canada, cable TV or others who may be sharing the trench.

6.0 Representations and Warranties

6.1 The Developer represents and warrants that:

- (a) it is duly organised and existing in good standing under the laws of the Province of Ontario, Canada, and is duly qualified to do business in the said Province;
- (b) it possesses the requisite power and authority to enter into and perform this Residential Subdivision Agreement and to perform all of the obligations contemplated herein;
- (c) the execution, delivery and performance of this Agreement has been duly authorized by, or is in accordance with, its articles and by-laws and will not result in a breach or violation of, or constitute a default under, any agreement, lease, or instrument to which the Developer is a party, or by which it or its properties may be bound or affected; and
- (d) no suit, action, arbitration, or legal, administrative, or other proceedings are pending or have been threatened against the Developer that would affect the validity of this Agreement or the ability of the Developer to fulfil its obligations hereunder, or that could result in any material adverse change in the business or financial condition of the Developer.

6.2 The Developer shall warrant the Electrical Distribution System constructed and installed by the Developer to be free from defects, for a period of two (2) years from date of energization by Hydro One Networks. Any repairs or replacement of the Electrical Distribution System during the warranty period shall be at the expense of the Developer.

6.3 The Developer shall warrant the Line Expansion to be free from defects, for a period of two (2) years from date of energization by Hydro One Networks. Any repairs or replacement of the Line Expansion during the warranty period shall be at the expense of the Developer.

6.4 As security for the Developer's obligations under Section 6.2 and/or 6.3 above, the Developer shall provide Hydro One with an irrevocable letter of credit (LC) from a Schedule 1 Canadian bank with terms acceptable to Hydro One Networks in the amount of **\$27427.01**. This L/C to be returned with the signed agreement and must be kept in force until the warranty period has expired.

7.0 Contractor Approval and Prior to Commencement of Installation

- 7.1 Prior to entering into any contract with a Contractor for the installation of the Electrical Distribution System, in part or in whole, the Developer shall provide Hydro One Networks with evidence of the Contractor's previous experience and satisfactory performance of the Contractor and its workers in the area of expertise to be contracted by the Developer. Such experience and performance shall be to the satisfaction of Hydro One Networks before any work is commenced.
- 7.2 Hydro One Networks will not commence or continue the Hydro One Connection Work unless:
- (a) the Developer has made arrangements for Inspection as described in the Specifications;
 - (b) Contractor approval has been obtained in accordance with the provisions of Section 7.1 above;
 - (c) the design of the Plant has been completed by Hydro One Networks in accordance with Section 4.1 above; and
 - (d) the Developer has paid the amounts specified in Section 3.0 in accordance with this Agreement.

8.0 Liability and Indemnification

- 8.1 The Developer does hereby assume all risk of damage, loss or injury to persons or property howsoever caused, and does for itself and its successors and assigns hereby release and forever discharge Hydro One Networks, its successors and assigns, its employees, agents and representatives from all claims and demands with respect thereto except for any damages that arise directly out of the willful misconduct or negligence of Hydro One Networks. The Developer does hereby fully indemnify and save harmless Hydro One Networks, its successors and assigns, its employees, agents and representatives of, from and against all damage, loss or injury to persons or property which may be suffered or which may hereafter be sustained or incurred by reason of, or in any way relating to, arising from, or based upon the performance of or purported performance of or non-performance of the Developer of any of its obligations or covenants in this Agreement and all manner of actions, suits, causes of action, proceedings, charges, expenses, risks, liabilities, debts, obligations, duties, claims and demands in connection therewith, except where the foregoing is caused by Hydro One Networks' willful misconduct or negligence.
- 8.2 Neither Hydro One Networks nor the Developer shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.
- 8.3 Both parties acknowledge and agree that Sections 8.1 and 8.2 above shall survive the termination of this Agreement.

9.0 Transfer

- 9.1 Prior to any Residential Service being connected and energized to the Hydro One Networks' Distribution System, the Developer shall transfer all ownership and interest in the Electrical Distribution System and any Line Expansion free and clear of all mortgages, liens, demands, charges, pledges, adverse claims, rights, title, retention agreements, security interests, or other encumbrances of any nature and kind whatsoever, to Hydro One Networks for the sum of one dollar in Canadian funds and to execute all necessary document and consents connected therewith.
- 9.2 The Developer hereby agrees and undertakes to grant to Hydro One Networks, a registered easement, as identified on the Hydro One Drawing 00341-10-101 **R01** in, on, over, along, under, across, through the Subdivision for the purposes of electricity distribution to the Subdivision, and to execute all necessary document and consents connected therewith on or before (Not Applicable).

10.0 Term

- 10.1 Unless otherwise terminated in accordance with this Agreement, this Agreement, when executed, shall remain in effect for a period of two (2) years from the date of this Agreement, or until such time as the responsibility for the distribution of power in the area where the Subdivision is located is transferred to an authority other than Hydro One Networks, whichever occurs first.

11.0 Termination

- 11.1 In the event of a breach of any provision of this Agreement, Hydro One Networks may take such action as may be appropriate to correct the breach and recover the cost thereof on demand.
- 11.2 In the event that construction has not commenced within six (6) months from the date of this Agreement, Hydro One Networks may, at its option, on one month's written notice to the Developer, terminate this Agreement.
- 11.3 Hydro One Networks shall be entitled, at its option, to terminate this Agreement forthwith, upon written notice to the Developer in the event that the Developer is adjudged bankrupt, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors.

12.0 Force Majeure

- 12.1 Other than for any amounts due and payable by the Developer to Hydro One Networks or by Hydro One Networks to the Developer, neither Hydro One Networks nor the Developer shall be held to have committed an event of default in respect of any obligation under the Conditions of Service if prevented from performing that obligation, in whole or in part, because of a Force Majeure Event.

If a Force Majeure Event prevents either party from performing any of its obligations under this Agreement, that party shall:

- (a) other than for Force Majeure Events related to acts of God, promptly notify the other party of the Force Majeure Event and its assessment in good faith of the effect that the event will have on its ability to perform any of its obligations. Other than for Force Majeure Events related to acts of God, if the immediate notice is not in writing, it shall be confirmed in writing as soon as reasonably practical;
- (b) not be entitled to suspend performance of any of its obligations under this Agreement to any greater extent or for any longer time than the Force Majeure Event requires it to do;
- (c) use its best efforts to mitigate the effects of the Force Majeure Event, remedy its inability to perform, and resume full performance of its obligations;
- (d) keep the other party continually informed of its efforts;
- (e) other than for Force Majeure Events related to acts of God, provide written notice to the other party when it resumes performance of any obligations affected by the Force Majeure Event; and
- (f) if the Force Majeure Event is a strike or a lock out of Hydro One Networks' employees, Hydro One Networks shall be entitled to discharge its obligation to notify the Developer in writing by means of placing an ad in a local newspaper.

13.0 Notices

- 13.1 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of it, to any party, shall be valid only if delivered in writing in accordance with this clause. Notices can be provided to **Sifton Properties Ltd., Matt Robertson, 195 Dufferin Avenue, London, ON., N6A1K7, Fax (519) 434-7693** in respect of the Developer and to **Hydro One Lines Engineering Services, 420 Welham Road, Barrie ON L4N 8Z2, Fax (705) 719-0716**, in respect of Hydro One Networks. The parties may change their respective addresses and addressees for delivery by delivering notices of such changes as provided herein. Notice sent accordingly shall be deemed to have been delivered and received:

- (a) if delivered by hand, upon receipt;
- (b) if delivered by fax, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays;
- (c) if delivered by overnight courier, four (4) days after the courioring thereof;
- (d) if delivered by registered mail, six (6) days after the mailing thereof, provided that if there is a postal strike such notice shall be delivered by hand, courier or fax.

14.0 Insurance

14.1 The Developer shall, during the term of this Agreement, maintain a policy or policies of insurance in which **Hydro One Networks is named as an additional insured** and which policy or policies shall contain a **cross-liability clause** in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** or as otherwise may be agreed in writing between the Developer and Hydro One Networks, against liability due to damage to the property of Hydro One Networks or any other person or persons including a third party, and against liability due to injury to or death of any person or persons including a third party in any one instance.

14.2 **Automobile Liability Insurance, covering all licensed motor vehicles owned, non-owned, hired, rented or leased and used in connection with the Developers work under this Agreement** covering Bodily Injury, including death, personal injury and Property Damage Liability to a combined inclusive minimum limit of **TWO MILLION DOLLARS (\$2,000,000.00)** and mandatory Accident Benefits.

14.3 a) **The Developer shall provide Hydro One Networks with a certificate of insurance** confirming that the minimum coverage required hereunder are in effect and that the coverages will not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance which restricts or reduces coverage, without thirty (30) days advance written notice by registered mail, or courier, receipt required, to:

Manager of Risk and Insurance,
C/O Hydro One Network Services Inc.
420 Welham Road,
Barrie, Ontario, L4N 8Z2

- Failure of Hydro One Networks to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Hydro One Networks to identify a deficiency from evidence provided will not be construed as a waiver of Developer's obligation to maintain such insurance.
 - The acceptance of delivery by Hydro One Networks Inc of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Hydro One Networks that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
 - If the Developer fails to maintain the insurance as set forth here, Hydro One Networks will have the right, but not the obligation, to purchase said insurance at the Developer's expense. Alternatively, the Developer's failure to maintain the required insurance may result in termination of this agreement at Hydro One Networks's option.
- b) All deductibles shall be to the account of Developer.
- c) With the exception of clause 14.2 (Automobile Liability), all insurance noted above shall specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by Hydro One Networks.
- d) Coverage provided for Hydro One Networks shall not be invalidated or vitiated by actions or inactions of others.

14.4 Upon request by Hydro One Networks, the Developer shall provide Hydro One Networks with evidence, satisfactory to Hydro One Networks, of the Developer's compliance and continued compliance with Section 14.1 in the form of a completed "Liability Insurance" form attached hereto as Schedule "C".

14.5 The Developer agrees that the insurance described in Section 14.1 does not in any way limit the Developer's liability pursuant to the indemnity provisions of this Agreement.

15.0 Non-Assignment by Developer

- 15.1 Neither this Agreement nor any rights, remedies, liabilities or obligations arising under it shall be assignable by the Developer without the prior written consent of Hydro One Networks, which shall not be unreasonably withheld. The Developer further covenants and agrees to cause the assignee to execute a novation agreement thereby agreeing to be bound by the terms and conditions of this Agreement. Subject to all of the foregoing, this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

16.0 Entire Agreement/Amendments

- 16.1 This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between Hydro One Networks and the Developer with respect to the matter herein and supersedes all prior oral or written representations and agreements.
- 16.2 It is recognized that from time to time during the currency of this Agreement the parties hereto may mutually, unless otherwise provided for in this Agreement, alter, amend, modify or vary the provisions of this Agreement or the Schedules or substitute entirely new Schedules therefor and such alteration, amendment, modification, variation or substitution shall be effected by an exchange of letters between Hydro One Networks and the Developer, which letters shall be attached hereto and shall be deemed to form part hereof and shall, from the date agreed upon in the said letters, alter, amend, modify, vary or substitute the said Schedules in the manner and to the extent set forth in the said letters. Subject to the foregoing, no amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties with the same degree of formality as the execution of this Agreement.

17.0 Severability:

- 17.1 If any provision of this Agreement is declared invalid or unenforceable by any competent authority such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.

18.0 Connection Agreements

- 18.1 The Developer shall enter into such Connection Agreements or such other agreements as may be required as a result of the legislative restructuring of the electricity market under the *Ontario Energy Board Act* or the *Electricity Act* with Hydro One Networks.

19.0 Other Information:

- 19.1 Each party shall at the other party's request and expense execute and do all such further acts and things as may be necessary to carry out the full intent and meaning of this Agreement and the transactions contemplated thereby.

20.0 COUNTERPARTS:

- 20.1 This Agreement may be executed in counterparts and the counterparts together shall constitute an original.

21.0 APPLICABLE LAW:

- 21.1 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein, and the courts of Ontario shall have exclusive jurisdiction to determine all disputes arising out of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the signatures of their proper officers duly authorized on that behalf.

Sifton Properties Ltd.

HYDRO ONE NETWORKS INC.

By: _____
Name:
Title:
I have the authority to bind the corporation

By: _____
Name: Gordon Messervey
Title: Supervising Planning & Design
I have the authority to bind the corporation

Schedule A
Description of Hydro One Connection Work

See attached Drawing 00341-10-101 R01

Description of Regulated (non-contestable) Work Hydro One MUST perform:

1. Run underground up dip pole and connect
2. Make ready work on existing Hydro One facilities (dip pole or existing transformer or kiosk)
3. Termination of all Primary and Secondary Cables within the Electrical Distribution System
4. Transformers including inserts, insulating caps, arrestors and feed through
5. Kiosks including insulating caps
6. Numbering, signs, locks and phase markings on transformers & kiosks
7. Connecting of grounds to transformers & kiosks
8. Switching/isolation of existing Hydro One facilities
9. On Site Inspection

Schedule "B"

Underground and Overhead Specifications

See attached Residential Underground Subdivision - Distribution - Network Management Transmission and Distribution Standard document DD-31-001 dated 2006.

Schedule "C"

Liability Insurance Information.
(to be completed by Developer)

Insurance Company

Policy Number

Expiry Date

Liability Insurance will cover the terms and time allowance of this Agreement

Signature _____ Position _____

Company _____

Date _____

Signature of the Developer/Authorized Representative of the Developer

Accepted by:

Signature _____ Position _____

Date _____

Schedule "D"

Transfer of Ownership of Electrical Distribution System within Subdivision
Residential / Commercial / Industrial Subdivision
(Hydro One Networks Inc. Constructed or Developer Constructed)

Hydro One Networks Inc. Expansion # 00341-10-101

Project Name Harris View Phase 1

Registered Plan ____ M ____

Lot Numbers _____

In accordance with the Agreement between the undersigned dated,

- 1) the Developer hereby conveys all rights, title and interest, free and clear of all present and future mortgages, liens, demands, charges, pledges, adverse claims, rights, title, retention agreements, security interests, or other encumbrances of any nature and kind whatsoever in the Electrical Distribution System referred to in the said Agreement to Hydro One Networks

Signed at _____ this _____ day of _____, 2010

For Developer
Place Corporate Seal Here

Title

Hydro One Networks Inc. hereby agrees to assume ownership and responsibility for operation and maintenance of the / Electrical Distribution System stated above.

For Hydro One Networks Inc.
I have the authority to bind the Corporation

Title

Schedule "F"

Subdivision Services Usage Data

Residential Services

Rate Class	#of Lots	Sq. Ftge	Load Type	Service Size (Amps)
RI	54	1500 Sq Feet	Base + AC	200 Amp

Commercial Services

Rate Class	#of Lots	Secondary Voltage	Service Size (Amps)	Usage
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Customer (Seal)

Date

Hydro One Networks Inc.
I have the authority to bind the Corporation

Date

TOWN OF INGERSOLL

130 Oxford Street,
Ingersoll, Ontario
N5C 2V5



Phone: (519) 485-0120
Fax: (519) 485-3543
www.ingersoll.ca

March 9, 2011

Erie Thames Powerlines Corporation
P.O. Box 157
143 Bell Street
Ingersoll, Ontario
N5C 3K5

Attention: Chris White, President

Dear Mr. White:

Re: Distribution Licence Amendment or Vacant Lands –
All of Lot 10, Block 69 & part of Lots 6, 7, 8 & 9, Block 69, Part of Lots 11 & 12, Block 68 & part of Robert St., Registered Plan 279 & parts of Lots 6, 7, & 8, Registered Plan 173 & part of Lot 19, Concession 1 (West Oxford)

The Corporation of the Town of Ingersoll is currently reviewing planning applications for the development of vacant lands owned by Sifton Development to accommodate Phase 1-55 single detached dwelling units and is cognizant that Erie Thames is completing as application for an amendment to your licence to include the development in your service territory.

Please be advised that the Corporation supports your application to the Ontario Energy Board to amend your licence and encourages approval of same.

Yours truly,

James Timlin
Chief Administrative Officer



COPY

March 14, 2011

Experience. The Difference.™

Erie Thames Power Lines Corporation
P.O. Box 157
143 Bell Street
Ingersoll, ON N5C 3K5

Attention: Chris White, President

Dear: Sir

Re: Harris View Subdivision, Ingersoll – Service Area Amendment Application

As per previous discussions with Pat Zimmer and Chuck DeJong of Erie Thames Power Lines Corporation, we would like to confirm our preference to have Erie Thames Power Lines Corporation supply the required hydro infrastructure for our residential development area. I have previously provided our location, draft plan, and detailed engineering drawings of our first phase this letter is in reference to.

We intend on servicing the first phase of development this spring (June 2011), which consists of 54 single homes, and one future multi-family residential block. We will require hydro servicing to our development by this date as previously agreed to. Future phases will include additional single family homes. We understand your preference is to not include our proposed commercial development north at Clark Rd in this service amendment.

This letter of intent is provided in order to satisfy the OEB filing requirement confirming that this is our "Customer Choice". We trust this letter clearly states our intentions, and are looking forward to working with you in order to provide the best possible utility servicing solutions for Sifton Properties, and all of the future residents of Ingersoll.

Yours truly,
SIFTON PROPERTIES LIMITED

Matthew Robertson
Land Technician
Neighbourhood Developments

MR:mg



Sifton Properties Limited • Seniors' Living • Residential Rentals • New Homes • Neighbourhood Developments • Commercial Leasing

195 Dufferin Ave., Suite 800
London, ON N6A 1K7

Tel. 519.434.1000
Fax. 519.434.1009

Sifton.com

Erie Thames Powerlines Corp.
TARIFF OF RATES AND CHARGES
Effective and Implementation Date July 1, 2010
except for the microFIT Generator Class effective date of September 21, 2009
Note – separate lines if different dates

**This schedule supersedes and replaces all previously
approved schedules of Rates, Charges and Loss Factors**

EB-2009-0222

RESIDENTIAL SERVICE CLASSIFICATION

This classification refers to the supply of electrical energy to customers residing in residential dwelling units. Further servicing details are available in the distributor's Conditions of Service.

APPLICATION

The application of these rates and charges shall be in accordance with the Licence of the Distributor and any Code or Order of the Board, and amendments thereto as approved by the Board, which may be applicable to the administration of this schedule.

No rates and charges for the distribution of electricity and charges to meet the costs of any work or service done or furnished for the purpose of the distribution of electricity shall be made except as permitted by this schedule, unless required by the Distributor's Licence or a Code or Order of the Board, and amendments thereto as approved by the Board, or as specified herein.

Unless specifically noted, this schedule does not contain any charges for the electricity commodity, be it under the Regulated Price Plan, a contract with a retailer or the wholesale market price, as applicable.

It should be noted that this schedule does not list any charges or assessments that are required by law to be charged by a distributor and that are not subject to Board approval, such as the Debt Retirement Charge, charges for Ministry of Energy and Infrastructure Conservation and Renewable Energy Program, the Provincial Benefit and any applicable taxes.

MONTHLY RATES AND CHARGES – Delivery Component

Service Charge	\$	14.19
Smart Meter Funding Adder	\$	1.00
Distribution Volumetric Rate	\$/kWh	0.0126
Low Voltage Service Rate	\$/kWh	0.0018
Rate Rider for Global Adjustment Sub-Account Disposition – effective until April 30, 2012		
Applicable only for Non-RPP Customers	\$/kWh	0.0008
Rate Rider for Deferral/Variance Account Disposition (2010) – effective until April 30, 2012	\$/kWh	0.0012
Rate Rider for Tax Change– effective until April 30, 2011	\$/kWh	(0.0001)
Retail Transmission Rate – Network Service Rate	\$/kWh	0.0049
Retail Transmission Rate – Line and Transformation Connection Service Rate	\$/kWh	0.0053

MONTHLY RATES AND CHARGES – Regulatory Component

Wholesale Market Service Rate	\$/kWh	0.0052
Rural Rate Protection Charge	\$/kWh	0.0013
Standard Supply Service – Administrative Charge (if applicable)	\$	0.25

HYDRO ONE NETWORKS INC.
RATES FOR RETAIL DISTRIBUTION SERVICE

Effective Date: January 1, 2011

Except for the microFIT Generator Class effective date of September 21, 2009

This schedule supersedes and replaces all previously approved schedules of Rates,
Charges and Loss Factors

Residential – Medium Density [R1]

Monthly Rates and Charges - Electricity Component

Rate Rider for 2009 Global Adjustment Sub-Account Disposition – Non – RPP Customers (expires December 31, 2011)	\$ / kWh	0.00091
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Monthly Rates and Charges - Delivery Component

Service Charge (includes Smart Meter Funding Adder - \$3.92)	\$	23.64
Service Charge Rate Rider #4 - Foregone Distribution Revenue 2008 (expires April 30, 2011)	\$	0.78
Service Charge Rate Rider #8 - Green Energy Costs (expires December 31, 2011)	\$	0.35
Distribution Volumetric Rate	\$ / kWh	0.03317
Volumetric Rate Rider #3 - Deferral/Variance Account Disposition 2008 (expires April 30, 2011)	\$ / kWh	(0.0012)
Volumetric Rate Rider #4 - Foregone Distribution Revenue 2008 (expires April 30, 2011)	\$ / kWh	0.00110
Volumetric Rate Rider #6 - Deferral/Variance Account Disposition 2009 (expires December 31, 2011)	\$ / kWh	(0.00109)
Volumetric Rate Rider #8 - Green Energy Costs (expires December 31, 2011)	\$ / kWh	0.00059
Retail Transmission Rate - Network Service Rate (4)	\$ / kWh	0.00585
Retail Transmission Rate - Line and Transformation Connection Service Rate (5)	\$ / kWh	0.00464

Monthly Rates and Charges - Regulatory Component

Wholesale Market Service Rate (7) (13)	\$ / kWh	0.0052
Rural or Remote Rate Protection Rate (7) (13)	\$ / kWh	0.0013
Standard Supply Service - Administration Charge (if applicable)	\$	0.25
