



PETERBOROUGH DISTRIBUTION INC.

1867 Ashburnham Drive, PO Box 4125, Station Main
Peterborough ON K9J 6Z5

EB-2012-0329

RECEIVED

JUL 23 2012

ONTARIO ENERGY BD

July 18, 2012

Ms Kirsten Walli
Board Secretary
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms Walli:

Peterborough Distribution Inc. - Transfer of Assets

As required, Peterborough Distribution Inc. has enclosed two signed copies of Application Form for Applications under Section 86(1)(b) of the Ontario Energy Board Act, 1998 for transfer of assets to the City of Peterborough.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'Liana Urquhart', is written over a circular stamp or seal.

Liana Urquhart
Conservation and Regulatory Coordinator
Telephone (705) 748-9301 ext 1287
E-mail lurquhart@peterboroughutilities.ca

Ontario Energy Board
Commission de l'énergie de l'Ontario



Application Form for Applications under Section 86(1)(b) of the *Ontario Energy Board Act, 1998*

Application Instructions

1. Purpose of this Form

This form is to be used by parties applying under section 86(1)(b) of the *Ontario Energy Board Act, 1998* (the "Act"). Please note that the Board may require information that is additional or supplementary to the information filed in this form and that the filing of the form does not preclude the applicant from filing additional or supplementary information.

2. Completion Instructions

This form is in a writeable PDF format. The applicant may, however, complete responses on additional pages if the space provided is not sufficient. The applicant must either:

- type answers to all questions, print two copies and sign both copies; or
- print a copy of the form, clearly print answers to all questions, make a copy and sign both copies.

Please send both copies of the completed form and two copies of any attachments to:

Board Secretary
Ontario Energy Board
P.O Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

If you have any questions regarding the completion of this application, please contact the Market Operations Hotline by telephone at 416-440-7604 or 1-888-632-6273 or e-mail at market.operations@oeb.gov.on.ca.

The Board's "Performance Standards for Processing Applications" are indicated on the "Corporate Information and Reports" section of the Board's website at www.oeb.gov.on.ca. Applicants are encouraged to consider the timelines required to process applications to avoid submitting applications too late. If the submitted application is incomplete, it may be returned by the Board or there may be a delay in processing the application.

Ontario Energy Board
 P.O. Box 2319
 2300 Yonge Street
 27th Floor
 Toronto ON M4P 1E4
 Telephone: 1-888-632-6273
 Facsimile: (416) 440-7656

Commission de l'énergie
 l'Ontario
 C.P. 2319
 2300, rue Yonge
 27^e étage
 Toronto ON M4P 1E4
 Téléphone: 1-888-632-6273
 Télécopieur: (416) 440-7656



Application Form for Applications under Section 86(1)(b) of the Ontario Energy Board Act, 1998

For Office Use Only	
Application Number	EB - 2012-0329
Date Received	

PART I: IDENTIFICATION OF PARTIES

1.1 Name of Applicant

Legal name of the applicant: Peterborough Distribution Inc.

Name of Primary Contact:

Mr. <input checked="" type="radio"/>	Mrs. <input type="radio"/>	Last Name	First Name	Initial
Miss <input type="radio"/>	Ms. <input type="radio"/>	Guilbeault	Jeffrey	T
Other <input type="radio"/>		Title/Position		
		VP Electric Utility		

Address of Head Office:

City	Province/State	Country	Postal/Zip Code
Peterborough	Ontario	Canada	K9L 1P8
Phone Number	Fax Number	E-mail Address	
705-748-9301 ext 1244	705-748-0120	jguilbeault@peterboroughutilities.ca	

1.2 Other Party to the Transaction (if more than one attach a list)

Name of the other party: City of Peterborough

Name of Primary Contact:

Mr. <input checked="" type="radio"/>	Mrs. <input type="radio"/>	Last Name	First Name	Initial
Miss <input type="radio"/>	Ms. <input type="radio"/>	McLeod	Alex	
Other <input type="radio"/>		Title/Position		
		Real Estate Manager		

Address of Head Office:

City	Province/State	Country	Postal/Zip Code
Peterborough	Ontario	Canada	K9H 3R9
Phone Number	Fax Number	E-mail Address	
705-742-7777 ext. 2100	705-742-5218	amcleod@peterborough.ca	

1.3 If the proposed recipient is not a licensed distributor or transmitter, is it a distributor or transmitter that is exempted from the requirement to hold a distribution or transmission licence?

- Yes
- No

PART II: DESCRIPTION OF ASSETS TO BE TRANSFERRED

2.1 Please provide a description of the assets that are the subject of the proposed transaction.

Portion of real estate property housing a electrical distribution substation.

2.2 Please indicate where the assets are located - whether in the applicant's service area or in the proposed recipient's service area (if applicable). Please include a map of the location.

Property is located in the applicant's service area located at 963 Parkhill Rd W in the City of Peterborough.

2.3 Are the assets surplus to the applicant's needs?

- Yes
- No

If yes, please indicate why the assets are surplus and when they became surplus.

The portion of property is being sold to the municipality for a road widening. The portion of property being sold is not currently used for operation of the electrical distribution substation.

2.4 Are the assets useful to the proposed recipient or any other party in serving the public?

- Yes
- No

If yes, please indicate why.

The property is being acquired by the recipient to facilitate a road improvement and widening in the municipality to accommodate residential growth in the immediate area.

2.5 Please identify which utility's customers are currently served by the assets.

The electrical distribution substation supplies 1024 customers in the immediate area, a mix of residential and commercial.

2.6 Please identify which utility's customers will be served by the assets after the transaction and into the foreseeable future.

Same.

PART III: DESCRIPTION OF THE PROPOSED TRANSACTION

3.1 Will the proposed transaction be a sale, lease or other?

- Sale
- Lease
- Other

If other, please specify. _____

3.2 Please attach the details of the consideration (e.g. cash, assets, shares) to be given and received by each of the parties to the proposed transaction.

3.3 Would the proposed transfer impact any other parties (e.g. joint users of poles) including any agreements with third parties?

- Yes
- No

If yes, please explain how.

3.4 Would the proposed transfer impact distribution or transmission rates of the applicant?

- Yes
- No

If yes, please explain how.

3.5 Will the transaction adversely affect the safety, reliability, quality of service, operational flexibility or economic efficiency of the applicant or the proposed recipient?

- Yes
- No

If yes, please explain how.

PART IV: WRITTEN CONSENT/JOINT AGREEMENT

- 4.1 Please provide the proposed recipient's written consent to the transfer of the assets by attaching:
- a) a letter from the proposed recipient consenting to the transfer of the assets;
 - b) a letter or proposed sale agreement jointly signed by the applicant and the proposed recipient agreeing to the transfer of the assets; or
 - c) the proposed recipient's signature on the application.

PART V: REQUEST FOR NO HEARING

- 5.1 Does the applicant request that the application be determined by the Board without a hearing? If yes, please provide:
- a) an explanation as to how no person, other than the applicant or licence holder, will be adversely affected in a material way by the outcome of the proceeding; and
 - b) the proposed recipient's written consent to dispose of the application without a hearing.

The portion of the property being sold is a minor portion of the property and has no effect on the current or future operation of the electrical distribution substation. There will be no changes to the service provided to customers in the area.

PART VI: OTHER INFORMATION

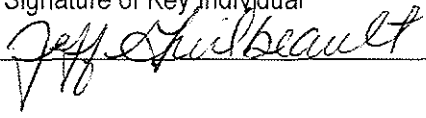
- 6.1 Please provide the Board with any other information that is relevant to the application. When providing this additional information, please have due regard to the Board's objectives in relation to electricity.

This transaction is for the benefit of the municipality and has no effect on any of the operations of the applicant.

PART VII : CERTIFICATION AND ACKNOWLEDGMENT

7.1 Certification and Acknowledgment

I certify that the information contained in this application and in documents provided are true and accurate.

Signature of Key Individual 	Print Name of Key Individual J.T. (Jeff) Guilbeault, P.Eng.	Title/Position VP Electric Utility
	Date <u>July 18, 2012</u>	Company Peterborough Distribution Inc

(Must be signed by a key individual. A key individual is one that is responsible for executing the following functions for the applicant: matters related to regulatory requirements and conduct, financial matters and technical matters. These key individuals may include the Chief Executive Officer, the Chief Financial Officer, other officers, directors or proprietors.)



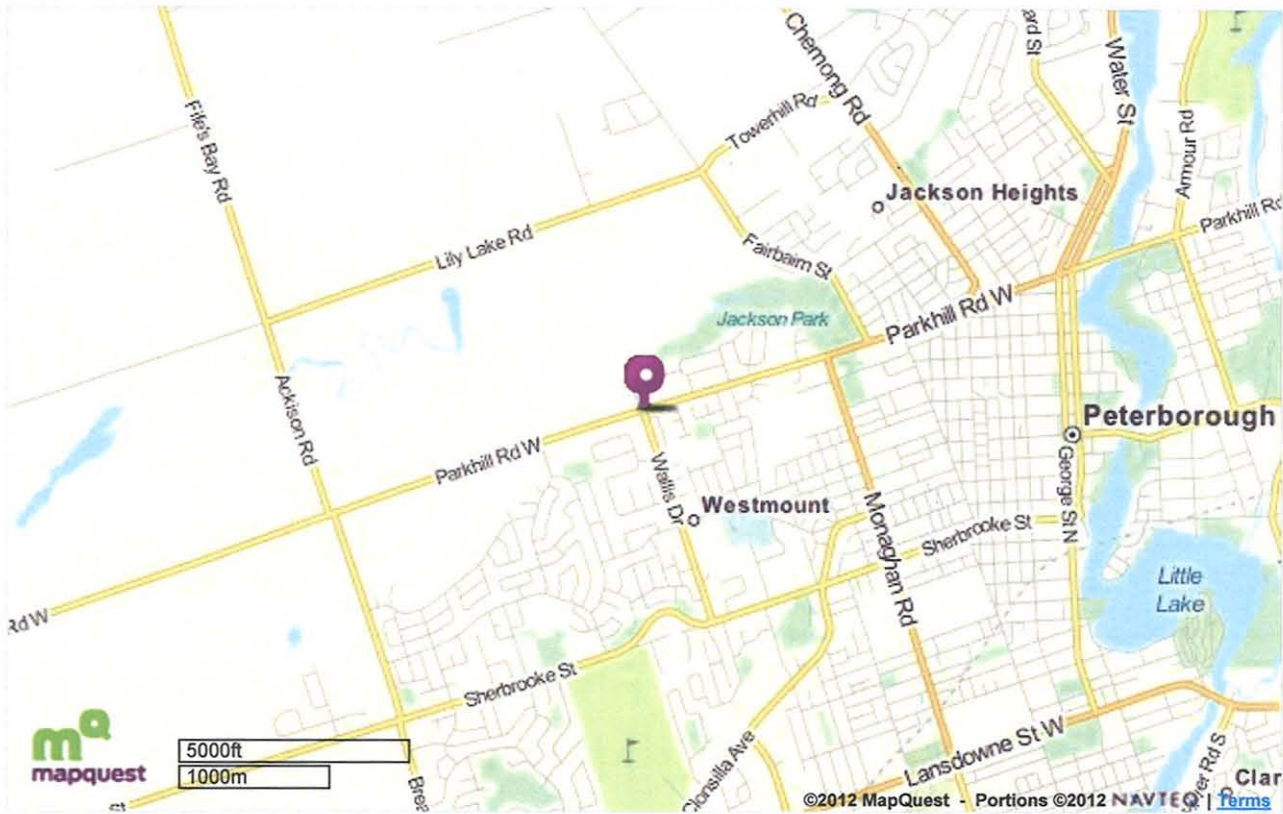
Map of:

963 Parkhill Road W

Peterborough, ON K9J 8J4

Notes

963 Parkhill Rd W is located at the South West Corner of Parkhill Rd W and Wallis Dr.



Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF PETERBOROUGH

Address: 500 George Street North
Peterborough, Ontario K9H 3R9

agrees to purchase from

VENDOR: Peterborough Distribution Inc.

Address: 1867 Ashburnham Drive, P.O.Box 4125, Peterborough, ON K9J 6Z5

REAL PROPERTY: PART OF PIN 28476-0070 BEING PT LT 10 CON 13 (NORTH MONAGHAN),
PT 2 45R6165, PETERBOROUGH DESIGNATED AS PARTS 7 & 8 PLAN
45R15434.

PURCHASE PRICE: \$18,000.00

DEPOSIT: Nil

1. **PURCHASE PRICE:** The Purchaser hereby offers and agrees to purchase the Property from the Vendor, for the Purchase Price, free and clear of all liens, charges and encumbrances except as hereinafter set forth, and to pay the Purchase Price, subject to the usual adjustments, on closing, by certified cheque or wire transfer.

2. **COUNCIL APPROVAL:** This agreement is conditional upon acceptance by the Council of The Corporation of the City of Peterborough, as evidenced by by-law, failing which, this agreement shall be null and void.

3. **CHATTELS:** The Purchaser and the Vendor agree that all existing fixtures are included in the Purchase Price except those listed hereunder: n/a
and that the following chattels are included in the purchase price: n/a

4. **IRREVOCABILITY:** This offer shall be irrevocable by the Vendors until 4:00 p.m. on the 26th day of June, 2012 after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

5. **COMPLETION DATE:** This Agreement shall be completed no later than 4:30 p.m. on the 16th day of August, 2012. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

6. **PERMISSION TO ENTER:** The Vendor hereby grant permissions to the Purchaser, its employees, servants, agents, consultants, contractors and invitees to enter upon the Property for the sole purpose of widening of the road known as Parkhill Road West and the restoration thereof in accordance with the terms set forth on Schedule A attached hereto, and the Purchaser and the Vendor confirm that Schedule A forms part of this Agreement of Purchase and Sale.

7. **NOTICES:** The Parties appoint their respective solicitors as Agents for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX NO. FOR DELIVERY TO VENDOR: 705 748-0120
FAX NO. FOR DELIVERY TO PURCHASER: 705.742.3947

8 **HST:** If this transaction is subject to Harmonized Tax Sale (the "Tax") then such Tax

10. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

11. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 9 any valid objection to title or to any outstanding work order or deficiency notice, to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchase will not waive this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections; shall be at an end and all monies paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

12. **DOCUMENTS AND DISCHARGE:** Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of the Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registerable form on completion, Purchaser agrees to accept Vendor's lawyers' personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser with a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement purchase and sale between Purchaser and Vendor.

14. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense and to obtain any necessary consent by completion.

15. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form and at the expense of the Vendor, and any Charge/Mortgage to be given back by the Purchaser to the Vendor at the expense of the Purchaser. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990, c. P.13.

16. **RESIDENCY:** Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provision of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.

19. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers who may be specifically authorized on the day set for completion. Money may be tendered by wire transfer, bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire. The Vendor shall be responsible for payment of any service charges incurred at their financial institution with respect to the wire transfer.

20. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under provisions of the Family Law Act, R.S.O. 1990 unless the Vendor's spouse has executed the consent hereinafter provided.

21. **VENDOR'S LEGAL FEES:** In addition to the Purchase Price, the Purchaser shall pay to the Vendor its reasonable legal fees in connection with this transaction.

22. **AGREEMENT IN WRITING:** If there is a conflict between any provision written or typed in this Agreement, including any Schedule attached hereto, and any provision in the printed portion hereof, the written or typed provisions shall supersede the printed provision to the extent of such conflict. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition which affects this Agreement, other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

23. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successor and assigns of the undersigned are bound by the terms herein.

DATED at Peterborough, Ontario, this 15th day of June, 2012

IN WITNESS whereof I have hereunto set my hand and seal

SIGNED, SEALED AND DELIVERED)
in the presence of:)
M Tucker)

THE CORPORATION OF THE)
CITY OF PETERBOROUGH)
Alex McLeod)
Alex McLeod, Real Estate Manager)

The undersigned accepts the above offer.

DATED at Peterborough, Ontario, this 18th day of July, 2012.

IN WITNESS whereof I have hereunto set my hand and seal.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
Jeff Shilbeault)
)
)
)
)
)
)

PETERBOROUGH DISTRIBUTION INC.)
Per: Jeff Shilbeault)
Per: _____)
I/we have the authority to bind the Corporation

SCHEDULE A

PERMISSION TO ENTER

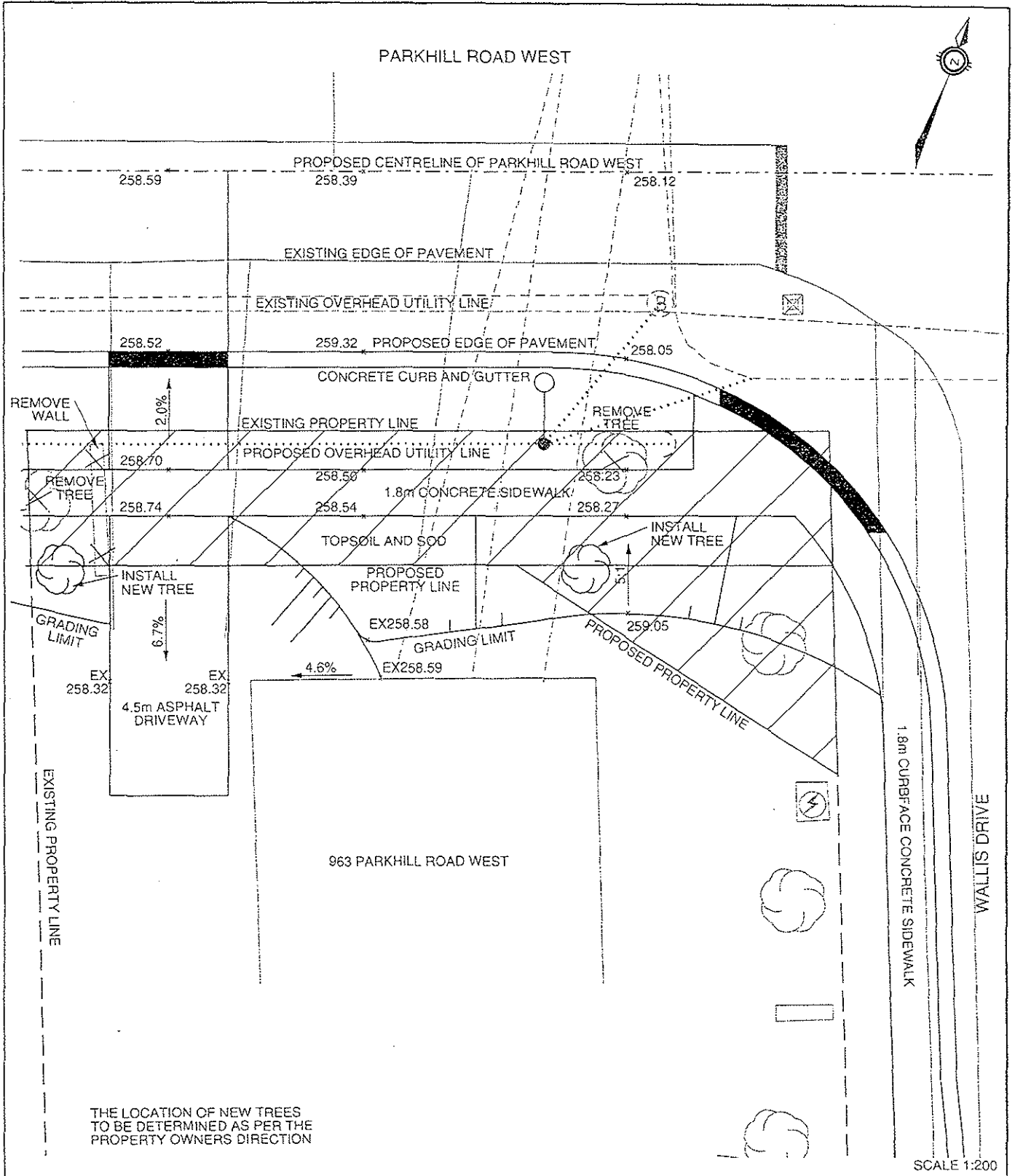
WHEREAS the Vendor is the owner of the property know municipally as 963 Parkhill Road West and described as PIN 28476-0070 (LT) BEING PT LT 10 CON 13 (NORTH MONAGHAN), PT 2 45R6165, PETERBOROUGH (the "Vendor's Lands");

AND WHEREAS the Purchaser desires to complete the widening of the road known as Parkhill Road West and the restoration thereof;

AND WHEREAS the Vendor has agreed to grant, without cost or charge, permission to the Purchaser to use the Vendor's Lands on the terms and conditions set out in this agreement;

NOW THEREFORE the Purchaser and the Vendor covenant and agree as follows:

1. The Vendor hereby grants, without charge or cost, permission to the City, its employees, servants, agents, consultants, contractors and invitees to enter upon the Lands for the sole purpose of all works associated with the widening of the road known as Parkhill Road West and the restoration thereof in accordance with City of Peterborough Property Drawing No. 963-SK01 dated June 1, 2012 for 963 Parkhill Road West (the "Work").
2. Upon acceptance of this permission by the Vendor, the Purchaser, its employees, servants, agents, consultants, contractors and invitees, shall have the right to enter upon the Vendor's Lands for the purpose of the Work.
3. The Purchaser may terminate the agreement without notice.
4. The Vendor shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time on or about the Vendor's Lands, no matter how the same shall be caused. Without limiting the generality of the foregoing, the Vendor shall not be liable or responsible for any such injury, death, loss or damage to any persons or property caused or contributed to by fire, explosion, steam, water, rain, snow, dampness, leakage, electricity or gas, and the Vendor shall in no event be liable for any indirect or consequential damages suffered by the Purchaser.
5. The Purchaser shall indemnify and save harmless the Vendor and all of its agents, employees, contractors and those for whom the Vendor is in law responsible from and against any and all loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of the Work, or any occurrence arising from the Work, or the occupancy or use by the Purchaser of the Vendor's Lands, or any part thereof. If the Vendor shall be made a party to any litigation commenced by or against the Vendor, then the Purchaser shall protect, indemnify and hold the Vendor harmless and shall pay all costs, expenses and legal fees incurred or paid by the Vendor in connection with such litigation.
6. This permission conferred by this agreement shall not confer upon the Purchaser, nor constitute possession of the Vendor's Lands by the Purchaser, and the Purchasers entry on the Vendor's Lands pursuant to this agreement shall be limited to the purposes set out herein.



THE LOCATION OF NEW TREES TO BE DETERMINED AS PER THE PROPERTY OWNERS DIRECTION



City of Peterborough

963 PARKHILL ROAD WEST

DRAWING NUMBER	963-SK01
DRAWN BY	D.J. WATTERS
DATE	JUNE 1, 2012



City of Peterborough

500 George Street North, Peterborough Ontario, K9H 3R9

Real Estate Manager
Planning & Development Services

Tel: (705) 742-7777 Ext.2100 Fax: (705) 742-5218
E-mail: amcleod@peterborough.ca

July 13, 2012

Peterborough Distribution Inc.
1867 Ashburnham Drive
Peterborough, ON
K9J 6Z5
Attention Mr. Jeff Guilbeault, P.Eng.

Subject: 963 Parkhill Road – Partial Taking

Dear Sir,

As you are aware the City has a requirement to purchase from PDI, a property of 157.88 square metres for the purpose of municipal road-widening.

The City therefore consents to the determination of your application to the Ontario Energy Board, for authorization of this transfer, without the requirement for a hearing.

Yours truly,

A handwritten signature in black ink, appearing to read 'A. McLeod', written over a large, stylized circular flourish.

Alex McLeod
Real Estate Manager