Hydro One Networks Inc.
7th Floor, South Tower
483 Bay Street
Toronto, Ontario M5G 2P5
www.HydroOne.com

Tel: (416) 345-5393
Fax: (416) 345-5866
Joanne.Richardson@HydroOne.com

Joanne Richardson
Director – Major Projects and Partnerships
Regulatory Affairs

BY COURIER

April 13, 2017

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON
M4P 1E4

Dear Ms. Walli:

EB-2017-0161 - Hydro One Networks' Leaside x Main Transmission Refurbishment Project – Application and Evidence

Attached plese find two copies of Hydro One Networks Inc.'s ("Hydro One") Application and Evidence in support of an Application pursuant to Section 95 of *the Ontario Energy Board Act* ("*the Act*"), for an Order or Orders granting an exemption from the requirement to obtain leave to upgrade existing transmission line facilities associated with circuits H7L/H11L between Leaside TS and Main TS in the city of Toronto.

Hydro One further requests that the Board grant this exemption without the need for a hearing based upon the information provided herein as permitted by sub-section 21(4) of the Act.

Hydro One's contacts for service of documents associated with this Application are listed in Part B on pages 8 and 9.

An electronic copy has been submitted using the Board's Regulatory Electronic Submission System.

Sincerely,

ORIGINAL SIGNED BY JOANNE RICHARDSON

Joanne Richardson
Attach.

ONTARIO ENERGY BOARD

In the matter of the *Ontario Energy Board Act, 1998*;

And in the matter of an Application under section 95 of the *Ontario Energy Board Act, 1998*, for an order exempting Hydro One Networks Inc. from the requirement to obtain leave to upgrade existing transmission line facilities between Leaside TS and Main TS ("**Leaside x Main Project**" or "t**he Project**") in the City of Toronto.

PART A

APPLICATION

The Applicant is Hydro One Networks Inc. ("Hydro One"), a subsidiary of Hydro One Inc. The Applicant is an Ontario corporation with its head office in the City of Toronto ("the City"). Hydro One carries on the business, among other things, of owning and operating transmission facilities within Ontario.

Hydro One hereby applies to the Ontario Energy Board ("the Board") pursuant to Section 95 of the *Ontario Energy Board Act, 1998* ("the Act") for an Order granting an exemption from the need to obtain leave to construct under section 92 of the Act for the relocation of 0.8 kilometers of underground transmission line described below. Further, Hydro One requests that the Board grant the exemption without the need for a hearing, based upon the information provided herein as permitted by subsection 21(4) of the Act.

PART B

PROJET OVERVIEW

The Project is required to replace two end-of life 115kV Low Pressure Liquid Filled ("LPLF") underground cable sections on the circuits H7L and H11L. The sections, totaling 2.3 km, will be replaced with new 230kV Crosslink Polyethylene ("XLPE") cables encased in a concrete duct bank.

The H7L and H11L circuits, as shown in Figures 1 and 2 below, consist of:

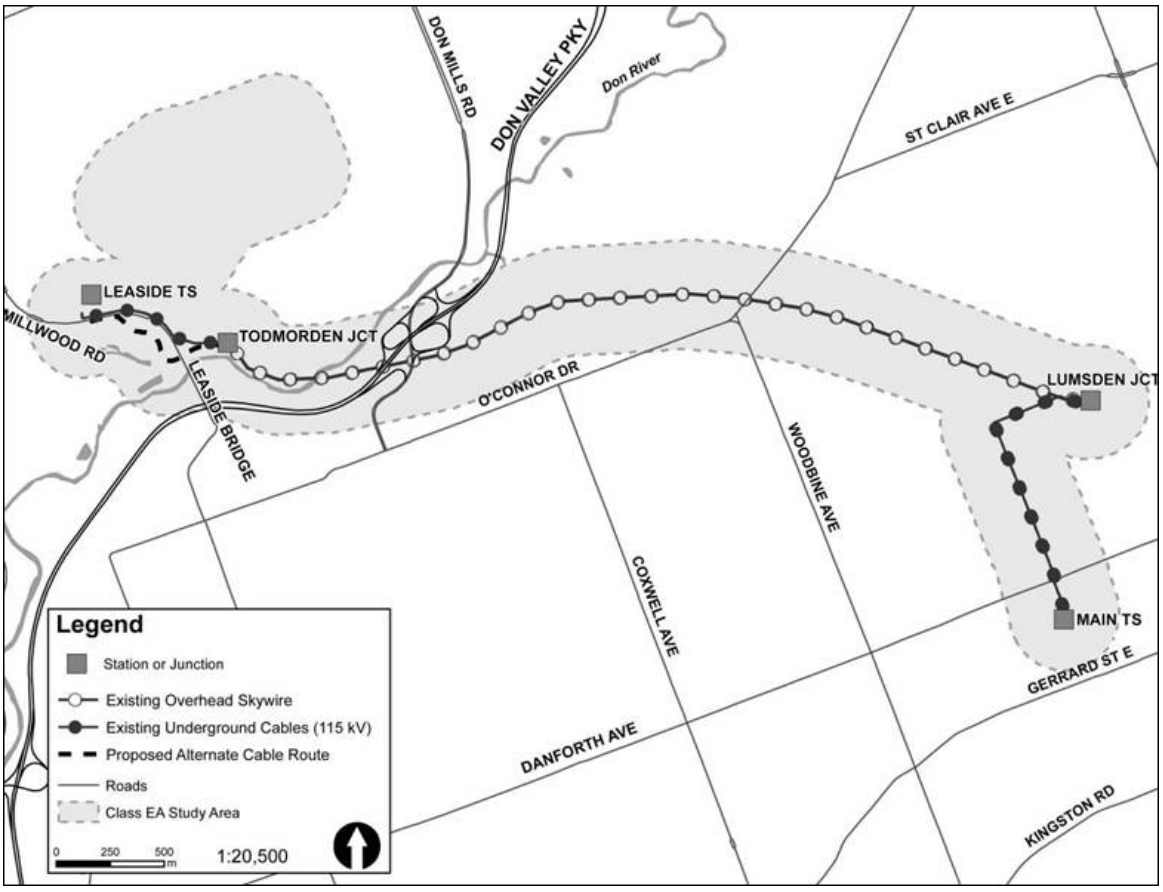
- 0.8 km of underground cable between Leaside Transformer Station ("TS") and Todmorden Junction ("JCT");
- 4.2 km of overhead line between Todmorden JCT and Lumsden JCT; and
- 1.5 km of underground cable between Lumsden Junction ("JCT") and Main Transformer Station ("TS").

Figure 1

General Location Map - Leaside TS to Main TS Project

Figure 2

Map of the Leaside to Main Project Showing Underground and Overhead Sections



The Project includes replacement of all underground cables and shield wire on the overhead sections of H7L and H11L. This includes work on three sections of line:

Leaside TS x Todmorden JCT – Install a new duct bank, fibre optic cable and 230 kV XLPE cable (operating at 115 kV, as described in Paragraph 11 below) following a new preferred route along Millwood Rd. and along the access road to Todmorden JCT (the new duct bank follows Millwood Rd. for the first 120 m outside Leaside TS, then goes into the ravine and follows the access road into Todmorden JCT); drain, cut, and cap the existing underground LPLF cables; and remove an oil reservoir which will no longer be needed for the new cabling solution. This section of the line route will be relocated to accommodate the

preference of the City, Toronto Regional Conservation Authority ("TRCA"), local residents, and other agencies, including Toronto Hydro-Electric System Limited ("THESL"), and Toronto Transit Commission ("TTC"). Further details of the line's route selection, the environmental assessment and the public and landowner consultation process are provided in **Part C** of this Application.

Todmorden JCT x Lumsden JCT – Replace the two existing overhead shield wires on this circuit between Todmorden JCT and Lumsden JCT. The wires were tested and identified as at end-of-life. One shield wire measuring 4.2 km in length will be replaced with Optical Ground Wire ("OPGW") and the second new shield wire, also measuring 4.2 km, will be replaced with Alumoweld.

Lumsden JCT x Main TS - Remove the existing buried cables, install new concrete duct banks, fibre optic cable and the new 230 kV XLPE cables (operating at 115 kV as described in Paragraph 11 below). This work will occur on the existing route, and the duct banks will be installed *in situ*.

The total estimated cost of the Project is approximately $40 million. The details pertaining to these costs are provided in **Part E** of this Application**.**

Hydro One will need to acquire permanent subsurface land rights for the Leaside TS x Todmorden JCT relocated section of the transmission line. Three landowners are impacted: TRCA, the City, and Metrolinx, all of whom have provided letters expressing that they do not oppose the Project and that they are currently working with Hydro One to reach agreements. **Part F** of this Application contains further information on the acquisition of those land rights.

Section 92(2) of the Act requires leave from the Board if the relocation of an existing electricity transmission line involves the acquisition of additional land or authority to

use additional land. Therefore, unless the Board grants an exemption pursuant to s. 95 of the Act, Hydro One would require Section 92 approval for the Leaside x Main Project, as new land rights are required.

Hydro One's initial plan for the Project was to replace the facilities in the same location, and no leave to construct approval would have then been required. However, to address concerns put forth by landowners during the public consultation process of the Class Environmental Assessment (the "Class EA"), 0.8 km of the Todmorden JCT x Leaside TS portion of the line will be relocated. The selection of the preferred route was formally accepted in November 2016, as the draft Environmental Study Report ("ESR") public review period ended then and no opposition to the Project or the preferred route was expressed. Since November, further route refinement work, within the area identified, has been ongoing.

The balance of the Project (i.e. the Todmorden JCT x Lumsden JCT section and the Lumsden JCT x Main TS section) will continue to utilize the existing corridor. Temporary construction rights for access or staging areas may be required for the duration of the construction period. Further information on land-related matters is found in **Part F** of this Application.

Hydro One submits that the following special circumstances qualify this project for an exemption under Section 95 of the Act:

- The proposed very short, 0.8 km relocation is a recent outcome of the Environmental Study Report, which was completed after extensive environmental assessment and consultation work with the City, TRCA and the public, and which identified a preference to relocate a section of the underground line (Leaside TS x Todmorden TS).

- The relocation is at the request of affected landowners, and those affected landowners do not oppose the relocation of the underground line section between Leaside TS and Todmorden JCT. The landowners have been an integral part of the consultation activities, as well as the evaluation of the route options and subsequent selection of the preferred route. Letters from these landowners can be found as Attachments to Part F of this Application. Additionally, Hydro One is already actively pursuing attaining land rights from the three affected landowners. (Further details can be found in Part F below).
- The Project is a relocation and/or replacement of an existing line and will not increase capacity. The new cables installed in the new underground route will be rated at 230 kV, but will continue to be operated at 115 kV. It is important to point out that Hydro One will not be able to operate these circuits at 230 kV without major upgrades, and expense, at Leaside TS, Todmorden JCT, Lumsden JCT, and Main TS. Transition to 230 kV operation of these cables would require a full upgrade to all towers, insulators, and conductors on the 4.2 km overhead line section between Todmorden JCT and Lumsden JCT.

The Project will increase reliability in the local area by eliminating unplanned maintenance costs and circuit outage time associated with the end-of-life equipment that uses obsolete technology. The elevated environmental risks associated with oil leakage from the existing underground LPLF cable section will also be removed. Additionally, the installation of OPGW will expand and enhance Hydro One's telecommunication infrastructure in Toronto, enabling more reliable protection and control functionality and eliminate the need to lease a third party communication system.

Hydro One submits that the Project is in the public interest, and the selection of the proposed new route of 0.8 km of underground transmission line between Leaside TS

and Todmorden JCT is the result of an exhaustive consultation program and an extensive, multifactorial and transparent route evaluation and selection process undertaken as part of the "Class EA". The Project meets the transmission system's and transmission customer's need of maintaining the reliability and quality of supply in the East York and Downtown Toronto area.

Hydro One respectfully requests that a decision on this Application be provided by end of May 2017, in order to mitigate the following environmental and work execution and reliability risks/impacts. A number of additional considerations for seeking timely approvals are also found in PART D of this Application:

- Construction impacts on the natural environment (e.g. avoidance of migratory bird breeding season, fish/amphibian spawning periods, erosion concerns associated with the spring freshet, potential to inadvertently spread invasive plant species, etc). Impacts can be mitigated if installation of the Leaside TX to Todmorden JCT section is completed in winter 2017/18.
- The ability to perform the Project work involving cable pulling and splicing during the 2018 summer window. Temperature and weather are key factors for safe and successful cable pulling and termination work.
- Timely completion of cable replacement work will allow planned replacement of T3 and T4 transformers at Main TS[1]. Delays may result in system reliability risks.

Hydro One plans to commence construction in August 2017 to meet an in-service date of November 2018, as provided in Hydro One's recent 2017-18 Transmission Rates application[2]. Outages have been planned based on current and future projects in the Greater Toronto Area ("GTA"). Delays to the proposed in-service date would cause

[1] EB-2016-0160, Exhibit B1, Tab 3, Schedule 1, Reference S38
[2] EB-2016-0160, Exhibit B1, Tab 3, Schedule 1, Reference S83

significant delays to the in-service dates of other projects in GTA affecting system reliability and quality of service.

Hydro One requests that a copy of all documents filed with the Board be served on the Applicant and the Applicant's counsel, as follows:

a) The Applicant:

Ms. Erin Henderson
Sr. Regulatory Coordinator
Hydro One Networks Inc.
Mailing Address:

7th Floor, South Tower
483 Bay Street
Toronto, Ontario M5G 2P5

Telephone: (416) 345-4479
Fax: (416) 345-5866
Electronic access: regulatory@HydroOne.com

b) The Applicant's counsel:

Michael Engelberg
Assistant General Counsel
Hydro One Networks Inc.

Mailing Address:

8th Floor, South Tower
483 Bay Street
Toronto, Ontario M5G 2P5

Telephone: (416) 345-6305
Fax: (416) 345-6972
Electronic access: mengelberg@HydroOne.com

PART C

ENVIRONMENTAL ASSESSMENT AND ROUTE SELECTION

Hydro One provides evidence in this section regarding the Class EA process. Though Hydro One is cognizant that approval of any project environmental assessment is beyond the Board's jurisdiction, Hydro One submits that it was the Class EA process, including the extensive consultation undertaken by Hydro One with landowners and the public, which drove the identification of this new preferred route for a 0.8 km section of the Project. The new route, as Hydro One has submitted, is what is triggering this exemption Application. This detailed account of the Class EA process for the Project, including the timelines of the consultation phase regarding the route evaluation and selection, illustrates the reasons behind the new route selection for this section of the Project.

The Consultation Process and Timeline

Project notifications were issued to the Mississaugas of the New Credit First Nation ("MNCFN"), provincial agencies such as the Ministry of the Environment and Climate Change ("MOECC") and the Ministry of Natural Resources and Forestry ("MNRF"), the TRCA, staff from several departments of the City (including the Ravines and Natural Features and Major Capital Infrastructure Coordination departments), provincial and municipal elected officials, local interest groups, and approximately 2,500 nearby residents and businesses. Newspaper advertisements were also circulated in the *Beach Metro*, *East York Mirror* and *Hi-Rise Community* local newspapers to inform residents of upcoming project milestones. A project website was established and will be maintained through the construction phase (http://www.HydroOne.com/Projects/LeasidetoMain/Pages/Default.aspx)

Interested parties were invited to submit any questions, comments or concerns to the Project team by phone or email, and were invited to attend public consultation events

to give feedback and discuss the Project in person. Two rounds of public information centres ("PICs") were held during the Class EA, and two 'Community Power Walks' (interactive events whereby interested residents and business representatives could walk each portion of the underground cable routes with members of the Project team) were also held. Municipal-level stakeholders such as the City, TRCA and TTC staff were invited to two Municipal Stakeholder Workshop meetings, and separate meetings were held with the MNCFN and City councilors.

The Class EA consultation program was an integral component of the route evaluation and selection process that was undertaken for the section of underground cable between Leaside TS and Todmorden JCT. Input from stakeholders was used to select the environmental and socio-economic criteria to be used in the evaluation matrix, as well as the relative weight of each criterion (i.e., criteria which received the most attention during the consultation program were assigned higher relative weighting). After the route options were evaluated and the preferred route was identified, the route evaluation and selection process was presented in full to the MNCFN, municipal staff, stakeholders, provincial agencies, interest groups and members of the public.

Hydro One completed a Class EA for the project, which is documented in the ESR. As per the *Class Environmental Assessment for Minor Transmission Facilities (1992),* the draft ESR was released for a 47-day public review and comment period which ran from September 29 to November 14, 2016. No Part II Order Requests were received during the review period, indicating a lack of opposition to the undertaking. Following the conclusion of the draft ESR review and comment period, the final ESR was filed with the MOECC on March 27, 2017. The ESR describes the details of the background research and field studies undertaken, the notification and consultation program, route evaluation and selection process and the identification of potential adverse effects and proposed mitigation measures. The ESR is available on the Project website at: http://www.HydroOne.com/Projects/LeasidetoMain/Pages/Approvals.aspx.

As a result of the varied interests in this route selection, the extensive consultation program was used to inform and guide a complex, transparent multi-factorial route evaluation and selection process to select the preferred route. Hydro One's extensive consultation program ensured that all stakeholders were given the opportunity to provide feedback into the development of the route evaluation matrix, as well as the scoring of the alternative route options.

Due to the requirement for the Draft ESR public review and comment period, and the potential to receive Part II Order Requests from stakeholders who did not agree with aspects of the Class EA (including the route evaluation and selection process) Hydro One could not consider the preferred route as "final" until the review period ended on November 14, 2016, without receiving any Part II Order Requests. This signified that there remained no significant opposition to the selection of the preferred route or the Project as a whole, and that interested parties were satisfied with the Class EA process and outcomes. Additional details of the consultation program can be found in Chapter 4 of the ESR, and the route evaluation and selection process is further described in Chapter 5 of the ESR.

Consequently, based on positive landowner feedback, Hydro One submits that land owners will not oppose the new re-routing of the Leaside TS to Todmorden JCT section of the Project. Please refer to Land Matters in **Part F** of this Application.

PART D

PROJECT DETAILS

Evidence in Support of Need

The two cable underground segments on H7L and H11L circuits between Leaside TS and Main TS are among the oldest installed in Hydro One's transmission system and are operating beyond their life expectancy of 50 years. As a result, these cables require more maintenance, cause issues with system stability and reliability, and restrict operators in loading.

Visual inspection and field testing have revealed that the condition of the underground cables between Leaside TS and Main TS are among the poorest in the cable fleet. They have failed jacket testing, indicating jacket punctures and sheath corrosion. Jacket test results are supported by a history of major jacket and sheath failures, resulting in lengthy sustained outages and loss of supply redundancy. An obsolete gravity-fed oil system and significant elevation changes cause higher than tolerable oil pressures at terminal ends. Partial discharge testing was performed and indicated accelerated insulation aging and increased risk of failures. Furthermore, low-pressure oil-filled cables are an obsolete technology. In an effort to eliminate the environmental risks of this type of oil filled cable technology, there has been a general a shift away from its use; and as a result, very few vendors continue to manufacture the obsolete cable technology.

Hydro One requests the exemption pursuant to s. 95 to enable construction to commence in August 2017. The need to start construction at this time relates to several factors, including:

- avoidance and mitigation measures to minimize any natural and socio-economic adverse effects of this work as discussed in the ESR;

- reduced construction disturbance to the surrounding trail and park systems by performing the majority of construction work during the low-use season;
- special consideration was given to cable pulling and terminations timing. Cable handling is restricted by ambient temperature. Missing the summer 2018 outage window may delay the cable work to the following spring of 2019, which would cause a significant delay to the overall Project in-service date;
- transformers at Main TS are nearing end-of-life and require replacement to maintain supply reliability to THESL. Due to the small footprint of Main TS, both projects cannot proceed simultaneously. Transformer replacement work is scheduled to start immediately after the cable replacement work at Main TS is completed. Delays to cable replacement work pose an elevated risk of transformer failure at Main TS.
- H7L and H11L connect Leaside TS with Hearn Switching Station ("SS"). These circuits can be used as an alternative path to supply the Downtown Toronto area while other transmission system line outages take place. Delays to the H7L and H11L circuit cable replacement will impact other planned asset outages and cause delays to Hydro One planned projects such as the Leaside JCT x Bloor JCT reconductoring scheduled to begin after this H7L and H11L refurbishment project is completed, and C5E and C7E underground cable replacement between Esplanade and Terauley TS.

Project Classification and Categorization

Project Classification

Per the Board's filing guidelines, rate-regulated projects are classified into three groups based on their purpose.

- Development projects are those which:

(i) provide an adequate supply capacity and/or maintain an acceptable or prescribed level of customer or system reliability for load growth or for meeting increased stresses on the system; or

(ii) enhance system efficiency such as minimizing congestion on the transmission system and reducing system losses.

- Connection projects are those which provide connection of a load or generation customer or group of customers to the transmission system.
- Sustainment projects are those which maintain the performance of the transmission network at its current standard or replace end-of-life facilities on a "like for like" basis.

Based on the above criteria, the Leaside x Main Project is a Sustainment project. While portions of the line will be upgraded to 230 kV, the operational capacity of the line cannot and will not change as a result of this work. The Sustainment work is driven by the current need to replace the old line and related assets between Leaside TS and Main TS for circuits H7L and H11L. Both circuits have been identified as operating at end-of-life. The sustainment work is required to maintain the quality and reliability of supply in the Toronto Area.

Project Categorization

The Board's filing guidelines require that projects be categorized to distinguish between a project that is a "must-do", which is beyond the control of the applicant ("non-discretionary"), from a project that is at the discretion of the applicant ("discretionary"). Non-discretionary projects may be triggered or determined by such things as:

a) mandatory requirement to satisfy obligations specified by regulatory organizations including NPCC/NERC or by the Independent Electricity System Operator (IESO);

b) a need to connect new load (of a distributor or large user) or new generation connection;

c) a need to address equipment loading or voltage/short circuit stresses when their rated capacities are exceeded;
d) projects identified in a provincial government approved plan;
e) projects that are required to achieve provincial government objectives that are prescribed in governmental directives or regulations; and
f) a need to comply with direction from the Board if it is determined that the transmission system's reliability is at risk.

Based upon the above criteria, the Leaside to Main Project is considered discretionary, however of very high priority. The Project is being undertaken to maintain the quality and reliability of transmission services in the GTA. The Project will:

- Eliminate the potential environmental risks associated with oil-filled cables (i.e. leakage risk);
- Eliminate condition and obsolescence risks associated with low-pressure oil-filled cables and Copperweld shield wire;
- Reduce unplanned corrective maintenance costs associated with oil-filled cable system maintenance;
- Mitigate the risk of unplanned outages of these which are some of the oldest transmission lines in Hydro One's system.
- Improve the quality and reliability of the circuits by eliminating the planned and unplanned outages associated with end-of-life obsolete oil-filled cable systems; and
- Expand and enhance Hydro One's telecommunication infrastructure in Toronto, enabling more reliable protection and control functionality and eliminate the need to lease THESL's communication system.

Figure 3

Categorization and Classification Summary

		Project Need	
		Non-discretionary	Discretionary
Project Class	Sustainment		**X**

Description of the Physical Design

Hydro One is proposing to replace end-of-life LPLF cables with new XLPE cables encased in a duct bank. To capitalize on the long outage requirement, Hydro One additionally plans to replace two sets of end-of-life sky wire on the overhead line section with new shield wire and OPGW.

H7L and H11L are hybrid circuits between Leaside TS and Main TS. The section between Leaside TS to Todmorden JCT is approximately 0.8 km. The cables are direct buried and are of the low pressure oil-filled self-contained type. Oil pressure is supplied from Leaside TS by gravity feed tanks. Each cable has one joint bay located approximately 510 meters ("m") from Leaside TS. Furthermore, the section between Lumsden JCT and Main TS is approximately 1.5 km. The cables are direct buried and are also of the low pressure liquid filled self-contained type. Oil pressure is supplied at both ends by pre-pressurized tanks. There are four joints on each cable, at approximately 317 m, 636 m, 954 m, and 1,254 m (from Lumsden JCT). Finally, the overhead section between Todmorden JCT and Lumsden JCT currently has two sets of copperweld 3#5 shield wires, installed in the 1950s.

The Project will include the following upgrade work on the existing transmission facilities:

- Replace 0.8 km of 115kV directly buried LPLF cables between Leaside TS and Todmorden JCT with 230kV 3200kcmil XLPE cables in concrete duct bank by decommissioning old cables and installing the new duct bank in an

alternative route. This work will include installation of one joint bay approximately half-way between the two cable ends.

- Replace 1.5km of 115kV directly buried LPLF cables between Lumsden JCT to Main TS and with 230kV 3200kcmil XLPE cables contained in a concrete duct bank which will be situated on the same route where the line currently runs for this section of H7L and H11L. This work will include installation of up to 2 joint bays, depending on calculated pulling tensions and available maximum cable lengths.
- Remove the cable termination structures, oil reservoirs and their associated concrete foundations located at Leaside TS, Todmorden JCT, Lumsden JCT, and Main TS, and to the extent possible the existing old underground cable. (The majority of the underground cable from Leaside TS to Todmorden JCT will be capped and abandoned).
- Install new termination structures and foundations at Leaside TS, Todmorden JCT, Lumsden JCT, and Main TS.
- Install one 96F fibre optic cable for future SCADA and communication in the new cable duct banks.
- Replace the existing two sets of shield wire between Lumsden JCT and Todmorden JCT with 96F OPGW and new 5#7 alumoweld shield wire. OPGW will be terminated on a splice box located on existing towers #1 and #24.
- Install Digital Temperature Sensing Systems at Leaside TS and Main TS to monitor cable temperature in real-time.

Hydro One confirms that once the line work is completed and placed back in-service, the H7L and H11L circuits will continue to operate at the current 115 kV rating.

Construction Methods

The Project can be subdivided into three types of work: underground line work, overhead line work, and station work.

Underground Line Work

The first step to facilitate the replacement of underground cabling will be the drainage of oil from all existing underground cable sections. For the section of underground cable that requires a new route, the old cable will be cut within the ducts, close to the termination structures, and capped off in line with Hydro One's Safety Policy and Procedures. This work will be performed by a trained Hydro One Cable Crew.

The underground construction work will be contracted to Black & McDonald, who will be responsible for the majority of the construction work, including installation of an open trench approximately 2m deep by 1m wide. The duct bank will be approximately 1m deep by 0.7m wide, encasing six 8-inch PVC pipes for power cables and two 4-inch pipes for fibre optic cable. Installation will require the following activities:

1) Cutting road pavement;
2) Excavation of trench with large excavator;
3) Removal of oil cables and disposal at specialized environmental recycling facility;
4) Installation of PVC pipes in ducts, with spacers, and encasing them in concrete;
5) Installation of splice chambers;
6) Backfilling with special thermal granular mix;
7) Restoration of pavement;
8) Pulling new cables through the new duct bank;
9) Installation of splices and cable termination; and
10) Pulling fibre optic cable through the new duct bank.

Figure 4

Photos Showing the Method of Underground Line Duct Construction and Installation

To reduce disturbances to local traffic, trench work will be done in short (30m-50m) sections. With this construction methodology, Items 1-7 above will be repeated until the entire length of duct bank is completed end-to-end. Only then can cable pulling start (Item 8).

The section between Millwood Rd. and the Metrolinx rail corridor (measuring approximately 200m) has a steep slope with approximately 120 ft. elevation difference. The Design and Construction Contractor proposes to use a horizontal directional drilling construction method for this section. This method will involve setting up equipment on top of the slope and drilling at an angle between tower #40 and #39. This method is preferred because it is less disruptive to the natural environment. Additionally, the TRCA recognized and supported this method of construction during the consultation undertaken during the Class EA consultation. Once all ducts are drilled, PVC pipes to be installed in the remainder of the route will be completed using the open trench method described above.

Overhead Line Work

The overhead lines section will involve the following work activities:

1) Install access roads where required with coordination with City of Toronto and TRCA;
2) Install rider poles where required to protect underbuilt infrastructure;
3) Access all towers with small ATVs and manually climb to install new hardware;
4) Remove end-of-life copperweld shield wire and pull new alumoweld and OPGW shield wires. This work will be coordinated with the Don Valley Parkway Traffic Highway closure in Spring or Fall of 2018; and
5) Splice OPGW and fibre cable at tower #1 and #24 splice boxes.

This work is considered standard maintenance work, but was included in the scope of work to capitalize on the long circuit outage.

Most of the overhead line goes through TRCA and City of Toronto park lands. Special consideration was given to timing of the work and mitigation measures to minimize environmental and community impact.

Station Work

Station work includes removal and installation of termination structures and foundation. This work will be done by internal Hydro One construction work forces. Old lattice structures will be disassembled and scrapped. Old foundations will be broken and removed. New foundation design will be installed approximately 1m below grade. A new lattice structure will be assembled and attached to the footing using anchor bolts. Normally termination structures are about 8m above grade, but his may vary depending on application.

Figure 5

Project Gant Chart

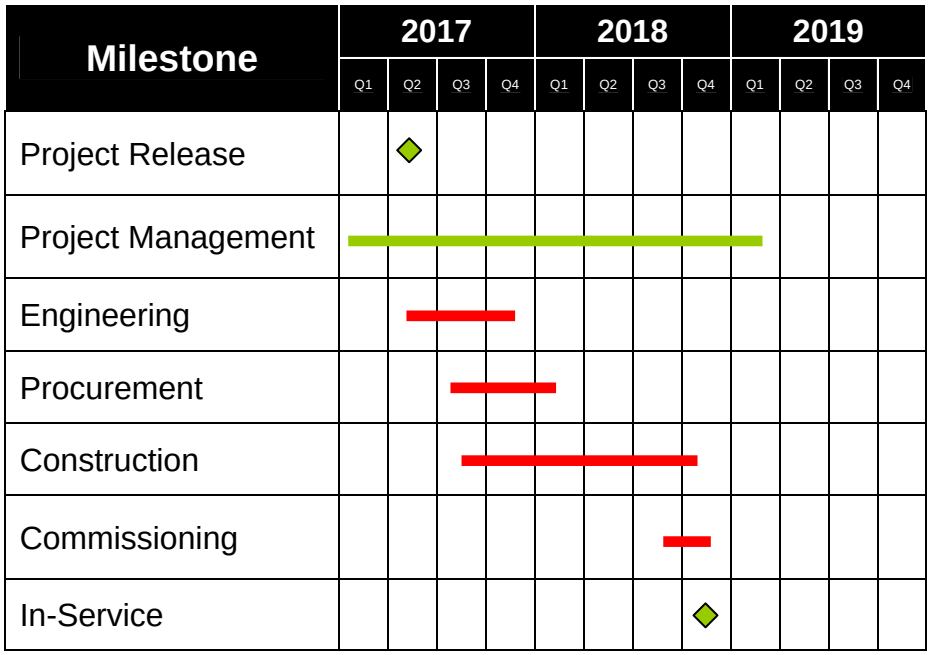


Figure 6

Project Schedule

TASK	START	FINISH
Submit Section 95		April 2017
Engineer, Procure, Construct Contract Award		April 2017
Section 95 Approval		May 2017
Property Rights Acquisition	Jan 2017	July 2017
LINES		
Detailed Engineering	May 2017	July 2017
Order Project Materials		May 2017
Project Release		May 2017
Construction Start	August 1, 2017	October 31, 2018
Commissioning Start	August 31, 2018	November 30, 2018
Replace shield wires	March 2018	May 2018
STATIONS		
Replacement of termination structures	August 2017	September 2018
Project In-Service		November 30, 2018

System Impact Assessment

A System Impact Assessment was not completed because this Project will not change the current system, and results in an operationally (115 kV) like-for-like line replacement.

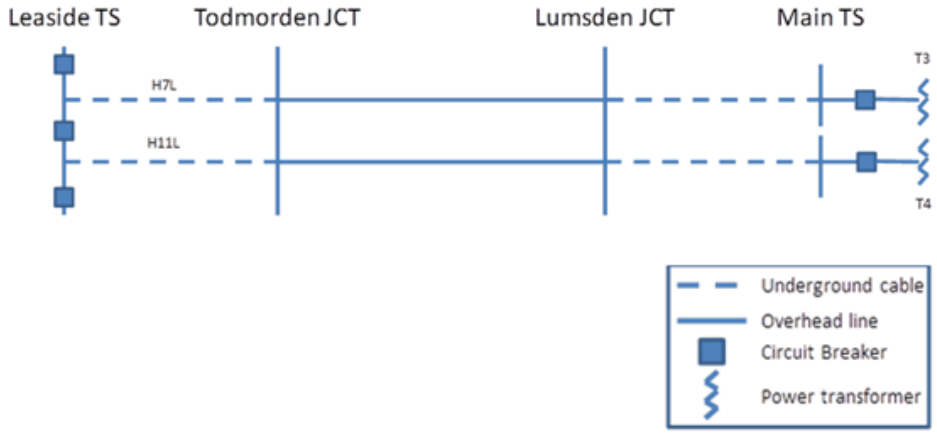
Customer Impact Assessment

A Customer Impact Assessment was not completed because the Project will not add any new customer connections.

Figure 7

Schematic Diagram

Existing Facilities - Leaside TS to Main TS 115kV Transmission Corridor



Operational Details

Existing cables, when installed, were rated to be operated at 115kV. Due to several cable failures, the cables ampacity on this line was restricted to avoid overloading the conductors. The new cables will be rated at 230kV and 700A to avoid any future occurrence of overload, effectively removing the prior restriction. Cable terminations and phase-to-phase and phase-to-ground clearances at stations and junctions will be rated at 115kV. The H7L/H11L circuits will continue to operate at the current 115kV rating.

Figure 8

H7L/H11L Underground Transmission Line - Lumsden JCT to Main TS

PART E

PROJECT COSTS

Figure 9
Project Cost Table

Description	Cost ($k)
Materials	1,712
Labour	4,819
Equipment Rental	631
Real Estate	900
Contractor	22,601
Sundry	95
Contingencies	2,714
Overhead	5,059
Allowance for Funds Used During Construction	1,345
Total	**39,876**

Cost by Year ($K)	**2017**	**2018**	**2019**
	12,955	**26,457**	**464**
In-Service Additions by Year ($K)	**-**	**39,412**	**464**

The cost of the line and station work provided above allows for the Project Schedule of approval, design and construction activities provided in **PART D** above.

Risks and Contingencies

The estimate for this Project includes allowances, in the Contingencies cost line, to cover the following potential risks. These are based on Hydro One's past project experience and may result in additional costs and project delays in these areas:

- There is risk of encountering decommissioned utilities during excavation/construction. Hydro One will mitigate this type of risk as much as reasonable during the design phase, through the use of utility drawings. Based on past experience, utility drawings can often be found to be out of date, which is a risk that will be further mitigated through utility locates

during the construction phase of the Project. The extent of decommissioned utilities will not be known until execution.

- Construction activity between Leaside TS and Todmorden JCT requires working along steep grades. Erosion control measures will be used to reduce the risk of unanticipated erosion during construction; and
- There is a risk of encountering contaminated soil around the existing cables. The extent of contamination and environmental remediation required, if any, will not be known until Project construction work is undertaken (excavation). Hydro One's Class EA for this Project will address any of the environmental risks.

Transmission Rate Impacts

This Project, if approved as requested, is forecast to be placed in-service in 2018. This Project is included in Hydro One's 2017 and 2018 transmission revenue requirement application [EB-2016-0160] currently before the Board. Hydro One does not expect the work covered by this Application to impact Hydro One's 2018 revenue requirement, or the 2017 and 2018 Ontario Uniform Transmission Rates. Hydro One does recognize that the current Project cost forecast is greater than the amounts included in the 2017/2018 rate filing, but Hydro One will manage any cost increase within the envelope of capital expenditures and in-service rate base that the Board approves when it renders its forthcoming 2017-2018 decision on Hydro One's EB-2016-0140 application. As such, as a result of this Project, no rate increases will occur, nor will ratepayers' bills increase beyond that approved by the Board in EB-2016-0140.

Please refer to **Attachment E1** showing the Project Investment Summary Document that is included in the 2017-18 Hydro One Transmission rate filing as discussed above.

PART F

LAND MATTERS

Description of Route Requirements

In terms of land and land requirements, the Project has three distinct line sections: Leaside TS to Todmorden JCT (underground line), Todmorden JCT to Lumsden JCT (overhead line) and Lumsden JCT to Main TS (underground line). Below are the detailed descriptions of each of the three line sections as they pertain to land rights.

Leaside Transformer Station to Todmorden Junction

This section of the Project commences at the existing Leaside TS, located near Millwood Road and Village Station Road, and continues underground to the existing Todmorden JCT. The proposed underground route will traverse parcels of land owned by:

- Hydro One Networks Inc.
- City of Toronto
- Metrolinx
- Toronto Region Conservation Authority.

Hydro One enjoys the existing land rights for this section of the proposed underground route in the following forms:

- Fee simple ownership;
- Permanent access easement;
- Temporary access;
- Legislated right under Section 41(1) of the *Electricity Act, 1998,* for road allowance.

However, the proposed route for the Project will require permanent land rights from the City, Metrolinx and TRCA to facilitate the installation of the replacement underground cable.

Figure 10

Ariel Map Showing the Existing and New Preferred Route for the Underground Section of Circuits H7L and H11L between Leaside TS and Todmorden JCT

Specific to the identified permanent land right requirements for this section of the proposed route, firstly the City-owned parcel (PIN-103820123) has a subsurface land right requirement of approximately 0.1 hectares. Secondly, the Metrolinx-owned parcels (PIN-103720599 and 103820124) have a subsurface land right requirement of approximately 0.02 hectares. Lastly, the TRCA-owned parcel (PIN-103720595) has a subsurface land right requirement of 0.06 hectares. The proposed route and all permanent land requirements are depicted in **Attachment F1**.

All permanent land right requirements are subject to final legal survey and engineering design.

Temporary access has been identified on three parcels owned by CP REIT Ontario Properties Limited, the City and TRCA. The temporary access has been identified to help facilitate the installation of the proposed underground route. Hydro One has obtained written permission by the tenant, Loblaw, on CP REIT Ontario Properties Limited (PIN 103820065), to utilize a portion of the property for access for the duration of construction in this area. See **Attachment F2**. Written authorization from Loblaw is provided as **Attachment F3.** Hydro One will rely upon an existing easement agreement for the identified access requirements on the City lands specific to PIN-103820123 and TRCA specific to PIN-103720595 and further identified in **Attachment F4.**

Todmorden Junction x Lumsden Junction

This section of the Project will be performed within the existing Todmorden JCTlocated near Millwood Road and the proposed overhead route, which traverses an estimated twelve parcels of land to the existing Lumsden JCT. The existing overhead route traverses parcels owned by:

- Infrastructure Ontario;
- TRCA;
- the City;
- Metrolinx.

Hydro One enjoys the existing land rights for this section in the following forms:

- Hydro One Networks Inc. statutory right over lands owned in fee simple by Infrastructure Ontario;
- Rail-crossing agreements;
- Permanent easement agreements;
- Legislated right under Section 41(1) of the *Electricity Act, 1998,* for road allowances.

No permanent or temporary land rights are expected to be required to complete this portion of the proposed Project work.

Lumsden Junction to Main Transformer Station

This section of the Project within the existing Lumsden JCT located near Lumsden Avenue and the underground route will traverse an estimated nine parcels of land to the existing Main TS. The existing underground cable route traverses parcels owned by:

- Hydro One Networks Inc.
- the City.

Hydro One enjoys existing land rights for this section in the following forms:

- Fee simple ownership;
- Legislated right under Section 41(1) of the Electricity Act, 1998, for road allowances.

Land Acquisition Process

Hydro One has consulted with all identified property owners specific to all permanent and temporary land rights requirements. As summarized above, Hydro One will be utilizing its existing land rights for the Project area where relocation is not required.

Specific to the permanent new land right requirements identified, Hydro One has obtained correspondence from the landowners; the City, TRCA and Metrolinx. Please refer to the letters received (**Attachments F5, F6 and F7**), stating each landowner's non-objection to the Project and efforts to reach agreement on the necessary land right requirements for the Project given their specific approvals and processes. Hydro One does not anticipate any problem meeting these specifications.

Further temporary off-corridor access and construction requirements are not foreseen. However, if required, they will be negotiated with the necessary affected landowners. Copies of Hydro One's standard Off-Corridor Temporary Access Agreement, and Temporary Construction Laydown and Assembly Area Agreement are included as **Attachment F8**.

Hydro One Networks – Investment Summary Document

Sustaining Capital – Lines

Investment Name: H7L / H11L Cable Replacement
Targeted Start Date: Q1 2017
Targeted In-Service Date: Q4 2018
Targeted Outcome: *Operational Effectiveness*

Need:
To address 115 kV low pressure oil filled underground cables in poor condition, in order to maintain system reliability. Not proceeding with this investment will increase the probability of failures, adversely impacting the supply of electricity to the east end of Toronto.

Investment Summary:
Circuits H7L and H11L provide a critical network path from Portlands Generating Station to Leaside TS and supply to Main TS and the load that these cables serve is critical. These 115 kV circuits consist of two parallel circuits of overhead lines and two sections of underground cables.

This investment is required to address the condition of the 115 kV low pressure oil filled underground transmission cables H7L and H11L between Leaside TS and Main TS. The cables are over 60 years old and are in poor condition. They have deteriorated to the point where they have been assessed as being among the worst condition of the current cable population, with multiple oil leaks, major cable failures, and cable sheath jacket failures. Poor backfill soil thermal resistivity has also resulted in de-rating of the cables that may result in future supply constraints. The oil pressurization systems and terminal accessories are also in poor condition and continue to experience oil leaks.

Equipment to be replaced within this project includes the replacement of the existing 115 kV low pressure oil filled cables with new XLPE cables for a route distance of approximately 2.3 kilometers.

Since the initiation of the project, the targeted in-service date for this project has changed from December of 2016 to November of 2018 due to complexity of required environmental assessments and public consultations. The project is still under development with a targeted in-service date of November 2018.

Alternatives:
Two alternatives were considered:
Alternative 1: Continue to maintain the assets without replacement (Status Quo); or
Alternative 2: Replace the assets.

Alternative 1 was considered and rejected due to the deteriorating asset condition, equipment performance and increased risk of failure. Alternative 2 is the preferred alternative as it addresses the deteriorating asset condition and equipment performance and will maintain reliability.

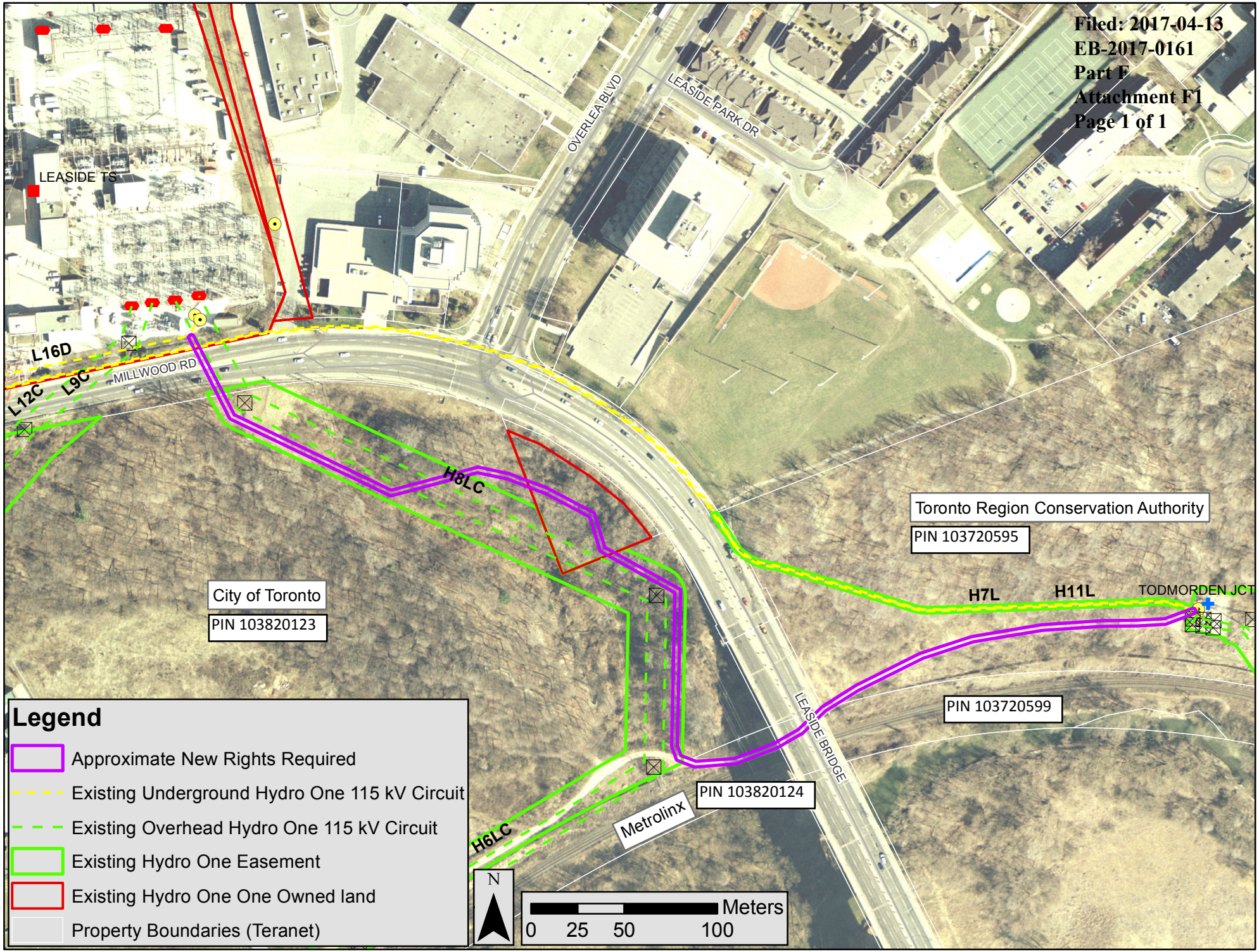
Basis for Budget Estimate:
The project cost is based on budgetary estimate prepared by Hydro One utilizing historical costs of project of similar scope.

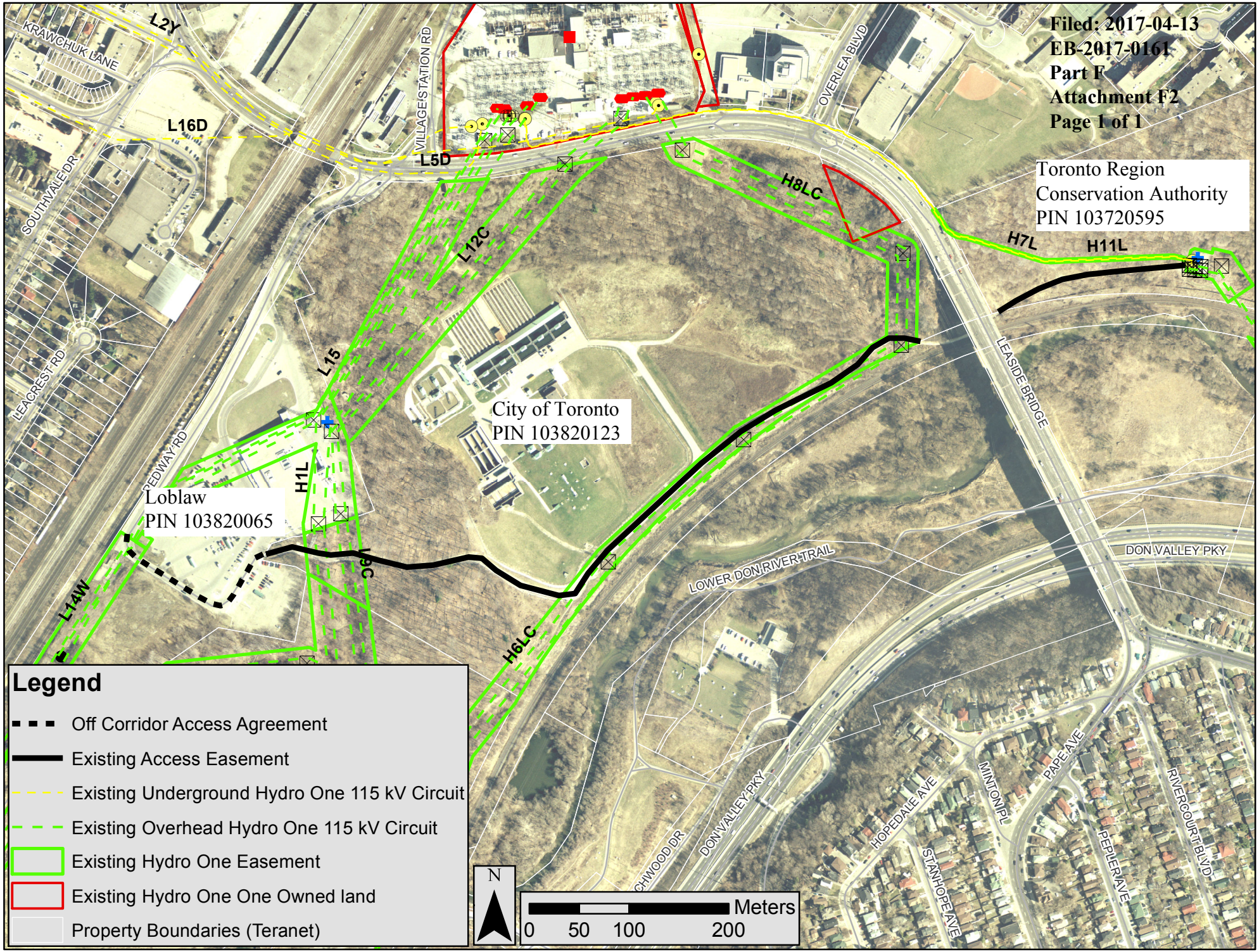
Outcome:
To maintain reliability through replacing the 115 kV underground transmission cables H7L and H11L.

Costs:

($ Millions)	**2017**	**2018**	**Total**
Capital* and Minor Fixed Assets	1.3	21.2	24.5
Operations, Maintenance & Administration and Removals	0.0	(0.1)	(0.1)
Gross Investment Cost	**1.3**	**21.1**	**24.4**
Capital Contribution	0.0	0.0	0.0
Net Investment Cost	**1.3**	**21.1**	**24.4**

*Includes Overhead at current rates. No Allowance for Funds Used During Construction is charged due to monthly capitalization.


LEASIDE TS
OVERLEA BLVD
LEASIDE PARK DR
L16D
L12C
L9C
MILLWOOD RD
H8LC
Toronto Region Conservation Authority
PIN 103720595
City of Toronto
PIN 103820123
H7L
H11L
TODMORDEN JCT
PIN 103720599
LEASIDE BRIDGE
PIN 103820124
Metrolinx
H6LC
Legend
Approximate New Rights Required
Existing Underground Hydro One 115 kV Circuit
Existing Overhead Hydro One 115 kV Circuit
Existing Hydro One Easement
Existing Hydro One One Owned land
Property Boundaries (Teranet)
N
Meters
0 25 50 100


Filed: 2017-04-13
EB-2017-0161
Part F
Attachment F2
Page 1 of 1
Toronto Region
Conservation Authority
PIN 103720595
City of Toronto
PIN 103820123
Loblaw
PIN 103820065
L2Y
L16D
L5D
L12C
L15
H1L
L9C
L14W
H6LC
H8LC
H7L
H11L
KRAWCHUK LANE
SOUTHVALE DR
VILLAGE STATION RD
OVERLEA BLVD
LEACREST RD
EDWAY RD
LEASIDE BRIDGE
LOWER DON RIVER TRAIL
DON VALLEY PKY
HOPEDALE AVE
STANHOPE AVE
MINTON PL
PAPE AVE
PEPPER AVE
RIVERCOURT BLVD
CHWOOD DR
Legend
Off Corridor Access Agreement
Existing Access Easement
Existing Underground Hydro One 115 kV Circuit
Existing Overhead Hydro One 115 kV Circuit
Existing Hydro One Easement
Existing Hydro One One Owned land
Property Boundaries (Teranet)
N
Meters
0 50 100 200

From: FAIR Aaron
Sent: Sunday, November 27, 2016 12:12 PM
To: Stephan P Bouliane
Subject: Re: Hydro One- Request to Access City of Toronto Water Treatment Plant via Redway Location Parking Lot

Much appreciated Stephan. We will be in touch with you before construction in the New Year.

Take care,

Aaron

From: Stephan P Bouliane
Sent: Saturday, November 26, 2016 2:27 PM
To: FAIR Aaron
Subject: Re: Hydro One- Request to Access City of Toronto Water Treatment Plant via Redway Location Parking Lot

No issue at all Aaron

thank you

Stephan Bouliane
Store Manager
1092 Redway
C: 6139833660
E: Sbouliane@icloud.com
"Effective leadership is not about making speeches or being liked; leadership is defined by results not attributes."
~Peter Drucker

On Nov 26, 2016, at 2:12 PM, <Aaron.Fair@HydroOne.com> <Aaron.Fair@HydroOne.com> wrote:

Hi Stephan,

Just requesting to pass through the parking lot; no vehicle or material storage required.

Thanks.

Aaron

From: Loblaws Manager 01092
Sent: Saturday, November 26, 2016 10:50 AM
To: FAIR Aaron
Subject: RE: Hydro One- Request to Access City of Toronto Water Treatment Plant via Redway Location Parking Lot

Aaron,

Will there be parking required for these trucks and or vehicles? Or are you just requesting permission to use the small portion to go down the hill?

Thank you,
Stephan Bouliane
Store Manager

From: FAIR Aaron
To: "mon01092@loblaw.ca"
Subject: Hydro One- Request to Access City of Toronto Water Treatment Plant via Redway Location Parking Lot
Date: Thursday, November 24, 2016 3:33:00 PM
Attachments: image003.png

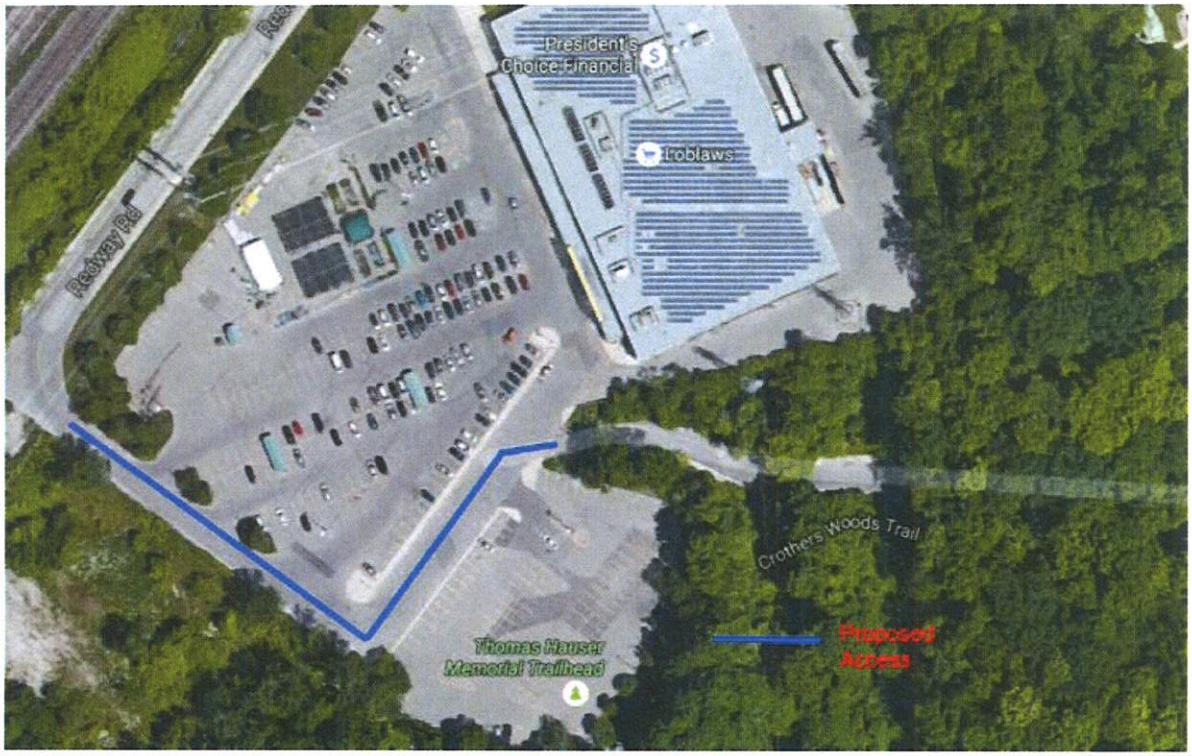
Hi Stephan,

I received your contact yesterday when I dropped by to discuss Hydro One crews utilizing a portion of your stores parking lot to access the City of Toronto's Waste Water property adjacent. Hydro One is currently in the pre-construction phase of an underground cable project in the area; the majority of the construction will take place on the adjacent City of Toronto Waste Water property and Leaside Park. For details on the project please see the below link:

http://www.hydroone.com/Projects/LeasidetoMain/Pages/default.aspx

Hydro One crews would like to use the parking lot for strictly access to the entrance of the waste water facility. Hydro One crews will begin mobilizing in the adjacent City of Toronto property starting June 2017 and will complete all works by February 2019. Crews would be utilizing the access between 7:00am-7:00pm on weekdays and the traffic type would be dependent on the construction practices of the day. Crews will require concrete trucks, dump trucks, float trucks (for material delivery), small cranes and pick-up trucks. Again the vehicle type will vary by the construction activities of the day.

Please see below a sketch of the area Hydro One crews wish to utilize moving forward:



We look for your concurrence to utilize this access moving forward. We will have an onsite construction liaison that will be able to keep you in the loop during construction and review weekly activities if required. If you have any questions regarding the request feel free to give me a call.

Thanks Stephan.

Aaron

Aaron Fair
Real Estate

Hydro One Networks Inc.
(416) 919-6962
Email: aaron.fair@hydroone.com

THIS GRANT OF EASEMENT made in triplicate the 28th day of November, 1966.

BETWEEN: THE MUNICIPALITY OF METROPOLITAN TORONTO

herein called the Grantor

- and -

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO

herein called the Commission

WITNESSETH:

1. THE Grantor is entitled to in fee simple and in possession of the lands described in Schedules "A" and "B" herein.

2. PURSUANT to The Power Commission Act and amendments thereto, the Commission has erected or is about to erect overhead power lines and has installed or is about to install underground power cables on and under the said lands.

3. IN CONSIDERATION of the sum of Seventeen Thousand, Nine Hundred and Forty-Three Dollars ($17,943.00) of lawful money of Canada, now paid by the Commission to the Grantor (the receipt whereof is hereby acknowledged), the Grantor hereby grants and conveys in perpetuity to the Commission, its successors and assigns, the rights and easement:

(a) To enter on and erect, maintain, and operate upon the lands described in Schedule "A" herein and as Firstly described in Schedule "B" herein 7 Towers, together with overhead wires and associated equipment;

(b) To enter on and install, maintain and operate on and under the lands as Thirdly described in Schedule "B" herein underground cables and any other associated equipment which the Commission may consider necessary, the location of the said cables and equipment to be marked in a manner satisfactory to the Grantor;

(c) To pass and repass over and to use the existing access road as Secondly described in Schedule "B" herein, at all times for the Commission's purposes, and to gain access to the said road across the established roads of the Grantor used in connection with its North Toronto Sewage Treatment Plant;

(d) To erect and maintain a chain-link fence around the limits of the lands as Fourthly described in Schedule "B" herein on which shall be located the junction of the aforesaid overhead wires and the underground cables and associated equipment and which shall be known as Todmorden Junction;

(e) To keep the lands as described in Schedules "A" and "B" herein clear of all trees and brush and to cut or trim from time to time such trees outside the strip as the Commission may consider necessary for the operation or maintenance of the Commission's works and equipment;

APPROVED AS TO FORM
3-89 / METROPOLITAN SOLICITOR

P271574

(f) To enter on and remove, re-locate and reconstruct the works and equipment of the Commission on the lands described in Schedule "A" herein and as Firstly, Thirdly and Fourthly described in Schedule "B" herein subject to payment by the Commission of additional compensation for any damage caused thereby;

(g) To install an underground conductor for grounding purposes when and where required on the lands described in Schedule "A" herein and as Firstly described in Schedule "B" herein, to be at a minimum depth of twelve inches below the surface of any arable land; and

(h) All reasonable rights of access to the Commission, its servants, agents and contractors with all necessary vehicles, supplies and equipment, for the purpose of exercising and enjoying any of the rights and easement granted by these presents.

4. THE GRANTOR COVENANTS, PROMISES AND AGREES not to erect on the lands described in Schedules "A" and "B" herein any buildings, structures or other obstructions of any nature whatever without obtaining the prior written approval of the Commission.

5. THE Commission covenants, promises and agrees that it shall assume all liability and obligation for any and all loss, damage, or injury including loss of life to persons or property that would not have happened but for this Grant of Easement, and that the Commission shall at all times indemnify and save harmless the Grantor from and against all such loss, damage or injury and all claims and demands arising therefrom provided that the Commission shall not be liable to the extent to which such loss, damage or injury is caused or contributed to by the neglect or default of the Grantor, its servants or agents.

6. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular is used in this Grant of Easement, the same shall be construed as including the plural where the context or the parties hereto so require.

7. THE burden and benefit of this Grant of Easement shall run with the land and shall extend to, be binding on and enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Grantor has caused this Grant of Easement to be executed by affixing its corporate seal attested by the signatures of its proper signing officers duly authorized in that behalf.

ONTARIO HYDRO
DEC 15 1966
PROPERTY DIV.
Jan 25 19 67
Dec 19/66
Dec 21 1966
OPERATIONS
13 Jan 167

SIGNED, SEALED AND DELIVERED

THE MUNICIPALITY OF METROPOLITAN TORONTO

Chairman

Deputy Metropolitan Clerk

Authorized by Report No. 51 (38) of the Executive Committee adopted in Council on the 16th day of November 1965

Deputy Metropolitan Clerk

NOV 28 '66
DEPUTY
Treasurer

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO

Secretary

SCHEDULE "A"

ALL THOSE PORTIONS of Lot 11, Concession 3 From the Bay in the Township of East York and Lots 11 and 12, Concession 3 From the Bay, in the Township of East York, now in the Town of Leaside, all in the County of York, in the Province of Ontario, as shown edged in red on the attached print of PLAN 204-12325 and being:

FIRSTLY: A strip of land 100 feet in width lying 50 feet on each side of and measured perpendicularly from a centre line and centre line produced of a tower transmission line, which centre line may be described as follows:

COMMENCING at a point in the interior of the said Lot 11, said point being also in the Southwestern limit of the lands described in Instrument 7621, which said point may be located as follows:

BEGINNING at the intersection of the Northern limit of the said Lot 11 with the Southeastern limit of the lands of the Canadian Pacific Railway Company;

THENCE Southwesterly along said Southeastern limit 150.0 feet;

THENCE South 75 degrees and 00 minutes East 505.6 feet to the said Southwestern limit of the lands described in Instrument 7621;

THENCE South 55 degrees and 39 minutes East along said Southwestern limit 799.5 feet to the said point of commencement;

THENCE North 42 degrees, 50 minutes and 30 seconds East 539.4 feet;

THENCE North 52 degrees, 06 minutes and 30 seconds East 599.7 feet;

THENCE North 63 degrees, 18 minutes and 30 seconds East 605.1 feet;

THENCE North 12 degrees, 06 minutes and 30 seconds West 315.5 feet;

THENCE North 57 degrees, 16 minutes and 30 seconds West 725.1 feet;

THENCE North 0 degrees, 04 minutes and 30 seconds West 43.21 feet to the Southern limit of Millwood Road, as shown on Registered Plan 2756 York;

SAVING AND EXCEPTING thereout and therefrom:

(a) All that portion of the said Lot 12, more particularly described as follows:

COMMENCING at a point in the Southern limit of the said Lot 12, where it is intersected by the Eastern limit of the Town of Leaside, as it existed on the 1st January 1954;

THENCE North 71 degrees and 56 minutes East along said Southern limit 63.97 feet;

THENCE North 57 degrees, 16 minutes and 30 seconds West 99.07 feet to the aforesaid Eastern limit of the Town of Leaside;

THENCE South 17 degrees and 04 minutes East along said Southern limit 76.78 feet to the point of commencement;

(b) All that portion of the lands of the Canadian National Railway Company included in the above described strip of land;

SECONDLY: All that portion of the said Lot 11, more particularly described as follows:

COMMENCING at a point in the interior of the said Lot 11, said point being also in the aforesaid Southwestern limit of the lands described in Instrument 7621, which said point may be located as follows:

BEGINNING at the aforesaid intersection of the Northern limit of Lot 11 with the Southeastern limit of the lands of the Canadian Pacific Railway Company;

THENCE Southwesterly along said Southeastern limit 150.00 feet;

THENCE South 75 degrees and 00 minutes East 505.6 feet to the said Southwestern limit of the lands described in Instrument 7621;

THENCE South 55 degrees and 39 minutes East along said Southwestern limit 115.0 feet to the said point of commencement;

THENCE South 55 degrees and 39 minutes East along said Southwestern limit 164.4 feet;

THENCE North 3 degrees and 17 minutes West 308.8 feet;

THENCE South 76 degrees and 18 minutes West 84.9 feet;

THENCE South 11 degrees and 50 minutes West 45.7 feet;

THENCE South 9 degrees and 50 minutes West 153.0 feet to the said point of commencement;

Being composed of said Lots 11 and 12 described as follows:

THIRDLY: A strip of land 100 feet in width lying 50 feet on each side of and measured perpendicularly from a centre line and centre line produced of a tower transmission line, which centre line may be described as follows:

COMMENCING at a point in the Western limit of the East half of the said Lot 12, distant 51.96 feet measured Northerly along said Western limit from the Southwest angle of the said East half of Lot 12;

THENCE North 46 degrees and 06 minutes East 1115.0 feet;

THENCE North 54 degrees and 33 minutes East 32.23 feet to the aforesaid Southern limit of Millwood Road as shown on Registered Plan 2756 York;

FOURTHLY: All that portion of the East half of said Lot 12, bounded on the Northwest by a line drawn parallel to and distant 50 feet, measured Northwesterly and perpendicularly from a centre line and centre line produced, which centre line may be described as follows;

COMMENCING at a point in the aforesaid Western limit of the East half of Lot 12, distant 137.96 feet, measured Northerly along said Western limit from the aforesaid Southwest angle of the East half of Lot 12;

THENCE North 36 degrees and 10 minutes East 836 feet to the aforesaid Southern limit of Millwood Road as shown on Registered Plan 2756 aforesaid;

THE herein described lands being bounded on the Southeast by a line drawn parallel to and distant 50 feet measured Southeasterly and perpendicularly from a centre line and centre line produced of a tower transmission line, which centre line may be described as follows:

COMMENCING at a point in the aforesaid Western limit of the East half of Lot 12, distant 77.83 feet, measured Northerly along said Western limit from the aforesaid Southwest angle of the East half of Lot 12;

THENCE North 37 degrees, 19 minutes and 30 seconds East 923.0 feet to the aforesaid Southern limit of Millwood Road as shown on Registered Plan 2756 York;

BEARINGS herein are astronomic and are referred to the Southern limit of the Canadian Pacific Railway Company lands, as shown on a plan attached to Instrument 21465, Township of East York, it being North 37 degrees and 05 minutes East.

Certified Correct
May 6, 1966

J. A. Copeland ..... O.L.S.
FOR CHIEF SURVEYOR

SCHEDULE "B"

ALL THOSE PORTIONS of Lot 11, Concession III From the Bay, in the Township of East York, being also part of Block P, Deposited Plan No. 420 East York, now partly in the Town of Leaside, in the County of York, in the Province of Ontario, as shown on the attached print of plan No. 205-1978 and being:

FIRSTLY:

A strip of land 100 feet in width lying 50 feet measured perpendicularly from a centre line and centre line produced of a steel tower transmission line as shown edged in red on the attached print of plan No. 205-1978, which centre line may be located as follows:

COMMENCING at a point in the Northwestern limit of Lot 14, Registered Plan No. M542 distant 28.80 feet measured South 34 degrees and 50 minutes West along said Northwestern limit from the most Northerly angle of Lot 14 aforesaid;

THENCE North 29 degrees and 44 minutes West 372.90 feet;

THENCE North 71 degrees and 04 minutes West 42.96 feet;

SAVING AND EXCEPTING thereout and therefrom all that portion of the lands of The Canadian National Railway included in the above described strip of land.

SECONDLY:

A strip of land 12 feet in width lying 6 feet measured perpendicularly from a centre line and centre line produced of an Access Road as shown edged in brown on the attached print of plan No. 205-1978, which centre line may be located as follows:

COMMENCING at a point in the interior of the said Lot 11 which said point may be located as follows:

BEGINNING at the most Northerly angle of Lot 14, Registered Plan No. M542;

THENCE South 34 degrees and 50 minutes West along the Northwestern

limit of Lot 14 aforesaid 28.80 feet;

THENCE North 29 degrees and 44 minutes West 372.90 feet;

THENCE North 71 degrees and 04 minutes West 42.96 feet;

THENCE South 12 degrees and 18 minutes West 39.55 feet;

THENCE North 77 degrees and 40 minutes West 67.00 feet;

THENCE North 12 degrees and 20 minutes East 39.50 feet to the said point of commencement;

THENCE South 85 degrees and 10 minutes West 83.92 feet;

THENCE North 87 degrees and 30 minutes West 310.43 feet;

THENCE South 76 degrees and 43 minutes West 72.86 feet;

THENCE South 57 degrees and 59 minutes West 206.53 feet;

THENCE South 63 degrees and 28 minutes West 98.70 feet;

THENCE South 68 degrees and 36 minutes West 74.76 feet;

THENCE South 76 degrees and 57 minutes West 58.72 feet;

THENCE North 83 degrees and 55 minutes West 53.72 feet;

THENCE North 63 degrees and 48 minutes West 68.42 feet;

THENCE South 86 degrees and 23 minutes West 46.30 feet;

THENCE South 61 degrees and 43 minutes West 68.36 feet;

THENCE South 48 degrees and 24 minutes West 131.32 feet;

THENCE South 62 degrees and 48 minutes West 308.78 feet;

THENCE South 82 degrees and 58 minutes West 98.37 feet more or less to the Eastern limit of an existing road;

SAVING AND EXCEPTING thereout and therefrom all that portion of the lands of The Canadian National Railway included in the above described strip of land;

THIRDLY:

A strip of land 20 feet in width lying 10 feet measured perpendicularly from a centre line and centre line produced of an underground cable as shown edged in green on the attached print of plan No. 205-1978 which said centre line may be located as follows:

COMMENCING at a point in the interior of the said Lot 11 which said point may be located as follows:

BEGINNING at the most Northerly angle of Lot 14, Registered Plan No. M542;

THENCE South 34 degrees and 50 minutes West along the Northwestern limit of Lot 14 aforesaid 28.80 feet;
THENCE North 29 degrees and 44 minutes West 372.90 feet;
THENCE North 71 degrees and 04 minutes West 42.96 feet;
THENCE South 12 degrees and 18 minutes West 39.55 feet;
THENCE North 77 degrees and 40 minutes West 67.00 feet;
THENCE North 12 degrees and 20 minutes East 42.73 feet to the said point of commencement;
THENCE North 86 degrees and 24 minutes West 488.60 feet;
THENCE North 67 degrees and 29 minutes West 330.40 feet;
THENCE North 26 degrees and 38 minutes West 54.80 feet;
THENCE North 28 degrees and 55 minutes West 28.40 feet more or less to the Northern limit of the said Lot 11;

SAVING AND EXCEPTING thereout and therefrom all that portion of Millwood Road included in the above described strip of land;

FOURTHLY:

Part of the said Lot 11 as shown coloured red on the attached print of plan No. 205-1978, more particularly described as follows:

COMMENCING at a point in the interior of the said Lot 11 which said point may be located as follows:

BEGINNING at the most Northerly angle of Lot 14, Registered Plan No. M542;
THENCE South 34 degrees and 50 minutes West along the Northwestern limit of Lot 14 aforesaid 28.80 feet;
THENCE North 29 degrees and 44 minutes West 372.90 feet;
THENCE North 71 degrees and 04 minutes West 42.96 feet to the said point of commencement;
THENCE South 12 degrees and 18 minutes West 39.55 feet;
THENCE North 77 degrees and 40 minutes West 67.00 feet;
THENCE North 12 degrees and 20 minutes East 68.10 feet;
THENCE North 57 degrees and 41 minutes East 15.60 feet;

THENCE South 77 degrees and 41 minutes East 55.95 feet;
THENCE South 12 degrees and 18 minutes West 39.55 feet more or less to the point of commencement;

BEARINGS herein are referred to the Northern limit of Lot 14, Plan M-542, shown as South 63 degrees and 20 minutes East on the said plan.

Certified Correct
May 20, 1966

R. J. Topham
..... O.L.S.
FOR CHIEF SURVEYOR

P.D. 1113
73030

COUNTY OF
TO WIT:

I,
of the of
in the of
(occupation) make oath and say:

1. THAT I was personally present and did see the within Instrument and Duplicate thereof duly signed, sealed and executed by

the parties thereto.

2. THAT the said Instrument and Duplicate were executed by the said part at the of in the County of

3. THAT I know the said part and that of the full age of twenty-one years.

4. THAT I am a subscribing witness to the said Instrument and Duplicate.

SWORN before me at the
of in the
of
this day of
in the year of our Lord, 19

A Commissioner for taking Affidavits, etc.

Dated NOVEMBER 28th 1966.

THE MUNICIPALITY OF METROPOLITAN TORONTO

To

The Hydro-Electric Power Commission of Ontario
Property Department
620 University Avenue
Toronto - Ontario

Grant of Easements
for
TRANSMISSION LINES

LOTS 11, CON. 3 FROM THE BAY, TWP. EAST YORK, LOT 12, CON. 3 FROM THE BAY, TOWN OF LEASIDE, and LOT 11, CON. 3 FROM THE BAY, TWP. EAST YORK (now Town of Leaside)
~~CON.~~
~~TWP.~~
~~COUNTY~~ COUNTY OF YORK

915

10107 22.FEB.67

P271574

EAST YORK 14987 5

I certify that the within instrument is registered in the Registry Office for the Registry Division of the East and West Riding of the County of York at 3:36 o'clock p.m. of the 22 day of FEB 1967
BOROUGH OF EAST YORK
Number 14987 5
D. G. Bock Registrar

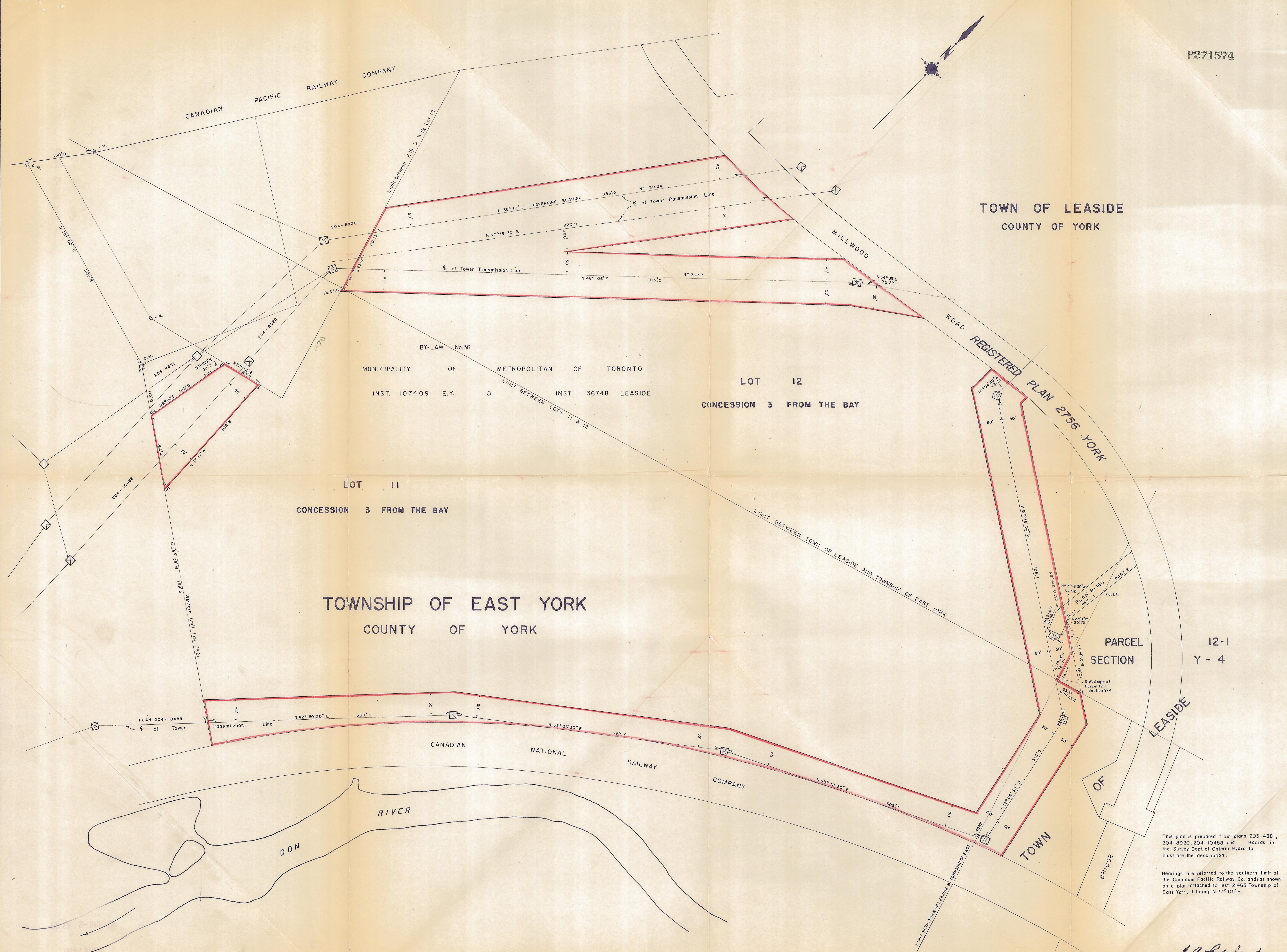
MICROFILMED

P271574

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO
SURVEY DEPARTMENT
205 - 1978
P271574
TOWNSHIP OF EAST YORK
COUNTY OF YORK
LOT II
CONCESSION III FROM THE BAY
BLOCK P
DEPOSITED PLAN No. 420
LOT II
CONCESSION III FROM THE BAY
BLOCK P
DEPOSITED PLAN No. 420
BLOCK P
DEPOSITED PLAN No.420
TOWNSHIP OF EAST YORK
NOW IN THE
TOWN OF LEASIDE
COUNTY OF YORK
MILLWOOD ROAD
Limit between Township Lots 11 & 12
Limit between the Township of East York and the Town of Leaside
THE CANADIAN NATIONAL RAILWAY COMPANY
℄ Proposed Ontario Hydro Underground Cable
℄ Existing Access Road
℄ Railway Spur to Sewage Plant
Existing Road to Sewage Plant
12' wide
N67° 29' W 330'40
N86° 24' W 488'60
N87° 30' W 310'43
N57° 59' E 206'63
N82° 56' E
N62° 48' E 308'78
N86° 23' E 46'30
N63° 46' W
N61° 43' E
N83° 55' W
N76° 57' E
N68° 36' E
N63° 26' E
N76° 45' E
TODMORDEN JCT.
NT 54
℄ Ontario Hydro Steel Tower Trans. Line
N25° 44' W 372'90
N71° 0' W 42'96
S63° 20' E
LOT 14
REGISTERED PLAN No. M542
℄ PROPOSED ONT. HYDRO U/G CABLE
N86° 24' W 488'60
℄ EXISTING ACCESS ROAD
83'92
N85° 10' E
N57° 41' E 15'60
N77° 41' W 55'95
N12° 20' E 39'30
CHAIN LINK FENCE
67'00
N77° 40' W
DETAIL Scale 1 Inch = 50 Feet
Bearings are referred to the bearing S63° 20'E of the north limit of Lot 14 as shown on a plan filed at the Office of Land Titles Toronto as Plan No. M-542
1/2" Iron Bar planted shown thus
AREA OF STEEL TOWER TRANSMISSION LINE R/W Shown edged in Red = 0·65 ACRES
AREA OF JUNCTION SITE Shown coloured Red = 0·12 ACRES
AREA OF UNDERGROUND CABLE R/W Shown edged in Green = 0·40 ACRES
AREA OF ACCESS ROAD Shown edged in Brown = 0·30 ACRES
REGISTERED
-12-
TODMORDEN JCT. - LUMSDEN JCT. NT54x55
TORONTO-LEASIDE T.S. - TODMORDEN JCT. NT34x54
PLAN SHOWING PT. OF BLK. P DEP. PLAN 420 TOWN OF LEASIDE & PT. OF BLK. P DEP. PLAN 420 TOWNSHIP OF EAST YORK
DR. T.D. McC.
CKD.
SCALE 1 Inch = 100 Feet
DATE January 16, 1957
CHIEF SURVEYOR O.L.S.
653-31-12912041
Y4-34A

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO
SURVEY DEPARTMENT

204-12325



This plan is prepared from plans 203-4881, 204-8920, 204-10488 and records in the Survey Dept. of Ontario Hydro to illustrate the description.

Bearings are referred to the southern limit of the Canadian Pacific Railway Co. lands as shown on a plan attached to Inst. 21465 Township of East York, it being N 37° 05' E

J. A. Copeland O.L.S.
J. A. COPELAND
For C. E. STAUFFER O.L.S.
CHIEF SURVEYOR

TORONTO GERRARD T.S. - TORONTO LEASIDE T.S. NT 33 x 34	EASEMENT ONLY	DR. CKD.	SCALE 1 inch = 100 feet DATE Nov. 4, 1965

-13-

Y4-41

599534

TORONTO

Joe Casali
Director

Real Estate Services
Metro Hall, 2nd Floor
55 John Street
Toronto, Ontario M5V 3C6

Tel: 416-392-7202
Fax: 416-392-1880
Email: jcasali@toronto.ca

April 4, 2017

Attn: Aaron Fair
Real Estate Coordinator
Hydro One Networks Inc.
1800 Main Street East, Milton ON
L9T 7S3

Subject: Hydro One's Proposed Leaside to Main Infrastructure Refurbishment Project

The City of Toronto's Real Estate Services Division has received a request for a permanent easement to be granted to Hydro One over part of the City-owned land at 21 Redway Road. The property is located on the west side of Millwood Avenue and legally defined as PIN 103820123. The easement requirement is depicted as Parts 1 and 2 on the attached Sketch No. PS-2017-001, and is for the relocation of an existing underground transmission line between the existing Leaside Transformer Station and Todmorden Junction.

Subject to the necessary approvals being granted by the appropriate City authorities through the City's established processes, Real Estate Services staff is engaged and committed to working with Hydro One to complete the necessary easement agreement, containing the appropriate protections for the City, for Hydro One's permanent easement requirement in a timely manner, without causing any unnecessary delays.

Yours Truly,

Nick Simos
Manager, Development & Portfolio Planning

Toronto and Region Conservation for The Living City

March 27, 2017

Mr. Michael Engelberg
Assistant General Counsel
Hydro One Networks Inc.
8th Floor, South Tower
483 Bay Street
Toronto, Ontario M5G 2P5

Dear Mr. Engelberg;

Re: Hydro One Networks Inc. – Leaside to Main Infrastructure Refurbishment Project (Cable Replacement) – City of Toronto

Hydro One Networks Inc. (Hydro One) is working with Toronto and Region Conservation Authority (TCRA) Environmental Assessment Planning section on the environmental assessment study and the regulatory approvals (Voluntary Project Review process) for Hydro One's Leaside to Main Infrastructure Refurbishment Project. TRCA was consulted during the formation of Hydro One's Environmental Study Report and provided comments which were incorporated into the evaluation and selection process for the preferred route and ultimately the concluded findings of the report.

TCRA confirms that negotiations with Hydro One regarding the fee payable for the permanent easement (and any temporary easements, if applicable) requested by Hydro One have commenced. As soon as a mutually agreeable price has been negotiated, we will be able to seek our Authority Board's approval for the granting of the easement. We anticipate that this process will be completed in the coming months, in advance of Hydro One's planned construction commencement on this property

Additionally, Hydro One has engaged TRCA archaeology staff and will be satisfying the archeological review requirements associated with the permanent easement required by Hydro One.

If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

Edlyn Wong
Property Agent
Property and Risk Management
Extension 5711

…/2

cc: Dima Ostrovsky, Hydro One Networks Inc.
Aaron Fair, Hydro One Networks Inc.
Renee Afoom-Boateng, TRCA

April 12, 2017

By E-mail

Hydro One Networks Inc.
483 Bay Street, 5th Floor, South Tower
Toronto, Ontario M5G 2P5

Attention: Mr. Aaron Fair

Dear Aaron:

Re: Hydro One's proposed Leaside x Main project (H7L H11L cable replacement)

Metrolinx understands that Hydro One Networks Inc. ("Hydro One") intends to relocate, at its expense, 0.8 km of an existing 115 kV underground transmission line (the "Line") owned by it in the Leaside area of Toronto between the Leaside Transformer Station and Todmorden Junction (the "Project"). Hydro One has advised Metrolinx of the criticality of the Project, which is intended to maintain the quality, safety and reliability of the transmission grid supplying electricity to Toronto.

As a result of the relocation of the Line, Hydro One will require subsurface rights in an area of lands owned by Metrolinx consisting of approximately 0.027 hectares, located on the west side of Millwood Road and identified as PIN 103720599 and PIN 103820124. This area is depicted in red on the attached Schedule "A" (the "Subject Area").

Metrolinx will cooperate with Hydro One and endeavour to proceed expeditiously to resolve any issues which may arise pertaining to the Subject Area, and to negotiate and complete the necessary documentation for the Subject Area following Metrolinx's established processes.

The Line will be installed and maintained partially along the railway line owned by Metrolinx at approximately Mile 5.39 on Metrolinx's Richmond Hill Rail Corridor. Metrolinx's consent is required. It should be noted that any infrastructure that is installed and maintained along any railway line owned by Metrolinx must comply with all applicable railway standards, including, without limitation, the requirement for a third party approval process by Metrolinx. Additionally, Hydro One will be required to execute and deliver to Metrolinx an agreement in Metrolinx's standard form.

In connection with and for purposes of Hydro One's Section 95 exemption application (the "Application") to the Ontario Energy Board (the "OEB") in respect of the Project, Hydro One has asked Metrolinx to provide, and Metrolinx hereby provides, this letter to Hydro One to facilitate the review and approval of the Application by the OEB.

Yours Truly,

Mark Ciavarro
Director, Third Parties & Property, Program Management, Metrolinx

Attachment: Schedule "A"

GRID SCALE CONVERSION

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.XXXXXX.

OBSERVED REFERENCE POINTS DERIVED FROM GPS OBSERVATIONS USING THE CAN-NET VIRTUAL REFERENCE STATION NETWORK: UTM ZONE 17, NAD83 (CSRS)(2010.0).
COORDINATES TO URBAN ACCURACY PER SEC 14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
Ⓐ		
Ⓑ		

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT AND THE REGISTERY ACT.

DATE: ____________________

BRIAN CAMPBELL
ONTARIO LAND SURVEYOR

PLAN 66R-________

RECEIVED AND DEPOSITED

DATE: ____________________

REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION AND REGISTERY DIVISION OF TORONTO (66).

SCHEDULE

PART	LOT	CONCESSION	PIN	AREA
1	PART OF LOT 12	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
2	PART OF LOT 12	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
3	PART OF LOT 12	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
4	PART OF LOT 12	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
5	PART OF LOT 12	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
6	PART OF LOT 12	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
7	PART OF LOT 12	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
8	PART OF LOT 12	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
9	PART OF LOT 12	CONCESSION 3 FROM THE BAY	PIN 10382-0215(LT)	* m²
10	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
11	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
12	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
13	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
14	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
15	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0123(LT)	* m²
16	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0595(R)	* m²
17	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0595(R)	* m²
18	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0595(R)	* m²
19	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0595(R)	* m²
20	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0595(R)	* m²
21	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10382-0595(R)	* m²
22	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10372-0599(R)	* m²
23	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10372-0599(R)	* m²
24	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10372-0595(LT)	* m²
25	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10372-0595(LT)	* m²
26	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10372-0595(LT)	* m²
27	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10372-0595(LT)	* m²
28	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10372-0595(LT)	* m²
29	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10372-0595(LT)	* m²
30	PART OF LOT 11	CONCESSION 3 FROM THE BAY	PIN 10372-0595(LT)	* m²

PARTS 1 TO 8 & 10 TO 15 COMPRISE A PART OF PIN 10382-0123(LT)
PART 9 COMPRISES A PART OF PIN 10382-0215(LT)
PARTS 16 TO 21 COMPRISE A PART OF PIN 10382-0595(R)
PARTS 22 & 23 COMPRISE A PART OF PIN 10382-599(R)
PARTS 24 TO 30 COMPRISE A PART OF PIN 10372-0595(LT)
PARTS 2, 3, 4, 6, 11, 12, 14, 20, 23, 25, 26, 28, 29 & 30 ARE SUBJECT TO EASEMENT, INST. No. EY149875
PART 3 IS SUBJECT TO EASEMENT, INST. No. TB143464
PARTS 6 & 7 ARE SUBJECT TO EASEMENT, INST. No. TB42608

PLAN OF SURVEY of

PART OF LOTS 11 & 12 CONCESSION 3 FROM THE BAY

(GEOGRAPHIC TOWNSHIP OF YORK)

CITY OF TORONTO

(FORMERLY BOROUGH OF EAST YORK)

Scale 1:500

10 0 10 20 30 METRES

Stantec Geomatics Ltd.

METRIC CONVERSION

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

LEGEND

■	DENOTES	FOUND MONUMENTS
□	"	SET MONUMENTS
IB	"	IRON BAR
IBø	"	ROUND IRON BAR
SIB	"	STANDARD IRON BAR
SSIB	"	SHORT STANDARD IRON BAR
CC	"	CUT CROSS
CP	"	CONCRETE PIN
WIT	"	WITNESS
PIN	"	PROPERTY IDENTIFICATION NUMBER
MEAS	"	MEASURED
PROP	"	PROPORTIONED
OU	"	ORIGIN UNKNOWN
STANTEC	"	STANTEC GEOMATICS LTD.

BEARING NOTE

BEARINGS ARE UTM GRID, DERIVED FROM GPS OBSERVATIONS FROM MONUMENT A TO B, SHOWN HEREON, HAVING A BEARING OF XX°XX'XX" REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSRS) (2010.0).

P*, P* & D* - COMPARISONS SHOWN ARE WITH ASTRONOMIC BEARINGS ON UNDERLYING PLANS

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE DAY OF , 2017.

DATE

BRIAN CAMPBELL
ONTARIO LAND SURVEYOR

Stantec Geomatics Ltd.
CANADA LANDS SURVEYORS
ONTARIO LAND SURVEYORS
300 HAGEY BOULEVARD, SUITE 100
WATERLOO, ONTARIO, N2L 0A4
TEL. 519.579.4410
stantec.com

DRAWN: BL	CHECKED: *	DATE: January 12, 2017	PROJECT No.: 161660520
JOB No:		PLAN No.:	

Temporary Construction Laydown and Assembly Area

THIS AGREEMENT made in duplicate the day of 20XX

Between:

XXXXXXXXXXXXXXX

(hereinafter referred to as the "Grantor")

OF THE FIRST PART

--- and ---

HYDRO ONE NETWORKS INC.

(hereinafter referred to "HONI")

OF THE SECOND PART

WHEREAS the Grantor is the owner in fee simple and in possession of certain lands legally described as XXXXXXXXXXXXXX (the "Lands").

WHEREAS HONI in connection XXXXXXX (the "Project") desires the right to enter onto and use a portion of the Lands outlined in red as shown in Schedule "A" attached for the purpose of a temporary construction laydown and assembly area in order to access the construction site associated with the Project together with parking vehicles and trucks to be used for the purposes of a construction laydown area on, over and upon portions of the Lands.

WHEREAS the Grantor is agreeable in allowing HONI to enter onto a portion of the Lands for the purpose of a temporary construction laydown and assembly area and parking on, over and upon a portion of the Lands, subject to the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of **XXXXXXX** be paid by HONI to the Grantor, and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Grantor hereby grants, conveys and transfers to HONI in, over, along and upon that part of the Lands outlined in red as shown in Schedule "A" attached hereto (the "Temporary Construction Laydown and Assembly Area"), the rights and privileges as follows:

(a) for the servants, agents, contractors and workmen of HONI at all times with all necessary vehicles and equipment to pass and repass over the Temporary Construction Laydown and Assembly Area for the purpose of access to the construction site associated with the Project and for access to the temporary construction laydown and assembly area (as defined below);

(b) to use and maintain upon the Temporary Construction Laydown and Assembly Area, as may be necessary for HONI's purposes (collectively, the "Works"), all of which Works shall be removed by HONI upon completion of the construction associated with the Project;

(c) to place upon the Temporary Construction Laydown and Assembly Area, vehicles and materials for HONI's purposes of a parking and laydown of the Project.

2. The term of this Agreement and the permission granted herein shall be a term of XX months commencing on XXXXX and ending XXXXX, (the "Term") HONI may, in its sole discretion, and upon 5 days' notice to the Grantor, extend the Term for an additional length of time, which shall be negotiated and agreed to between the parties for an additional fee (the "Renewal Date").

3. Upon the expiry of the Term or any extension thereof, HONI shall remove their vehicles and materials and repair any physical damage to the Construction Laydown and Assembly Area and/or Lands resulting from HONI's use of the Construction Laydown and Assembly Area and the permission granted herein; and, shall restore the Construction Laydown and Assembly Area to its original condition so far as possible and practicable to the satisfaction of the Grantor.

4. All agents, representatives, officers, directors, employees and contractors and property of HONI located at any time on the Construction Laydown and Assembly Area shall be at the sole risk of HONI and the Grantor shall not be liable for any loss or damage or injury

(including loss of life) to them or it however occurring except and to the extent to which such loss, damage or injury is caused by the negligence or willful misconduct of the Grantor.

5. HONI agrees that it shall indemnify and save harmless the Grantor from and against all claims, demands, costs, damages, expenses and liabilities (collectively the "Costs") whatsoever arising out of HONI's presence on the Construction Laydown and Assembly Area or of its activities on or in connection with the Construction Laydown and Assembly Area arising out of the permission granted herein except to the extent any of such Costs arise out of or are contributed to by the negligence or willful misconduct by the Grantor.

6. Notices to be given to either party shall be in writing, personally delivered or sent by registered mail (except during a postal disruption or threatened postal disruption), telegram, electronic facsimile or other similar means of prepaid recorded communication to the applicable address set forth below (or to such other address as such party may from time to time designate in such manner):

TO HONI:

Hydro One Networks Inc.
Real Estate Services
1800 Main Street East
Milton, Ontario L9T 7S3

Attention:
Tel:
Fax:

TO GRANTOR:

Attention:
Tel:
Fax:

7. Notices personally delivered shall be deemed to have been validly and effectively given on the day of such delivery. Any notice sent by registered mail shall be deemed to have been validly and effectively given on the fifth (5^{th}) business day following the date on which it was sent. Any notice sent by telegram, electronic facsimile or other similar means of prepaid recorded communication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it was sent. "Business Day" shall mean any day which is not a Saturday or Sunday or a statutory holiday in the Province of Ontario. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein. The parties hereto submit themselves to the exclusive jurisdiction of the Courts of the Province of Ontario.

8. Any amendments, modifications or supplements to this Agreement or any part thereof shall not 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.

9. The burden and benefit of this Agreement shall run with the Lands and everything herein contained shall operate to the benefit of, and be binding upon, the respective heirs, successors, permitted assigns and other legal representatives, as the case may be, or each of the Parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

SIGNED, SEALED & DELIVERED
In the presence of:

_____
Witness

XXXXXXXXXXXXXXXXX

_____
Name:
Title:

_____
Name:
Title:

I/We have authority to bind the Corporation

HYDRO ONE NETWORKS INC.

_____
Name: XXXX
Title: XXXX

I have authority to bind the Corporation

Schedule “A”

THIS AGREEMENT made in duplicate the _____day of _____20XX

Between:

XXXXXXXXX

(hereinafter referred to as the "Grantor")
OF THE FIRST PART

--- and ---

HYDRO ONE NETWORKS INC.

(hereinafter referred to "HONI")
OF THE SECOND PART

WHEREAS the Grantor is the owner in fee simple and in possession of certain lands legally described as ***(INSERT LEGAL DESCRIPTION)*** **(the "Lands").**

WHEREAS HONI will be constructing new electrical transmission facilities (the "Transmission Facilities") ***THIS IS THE INTENT OF PROJECT*** on a portion of the Lands highlighted in XXX all of which is shown on the sketch attached hereto as Schedule "A" (the "Access Lands"), and collectively referred to as the "Works".

WHEREAS the Owner is agreeable in allowing HONI to enter onto the Lands in order to commence construction activities in conjunction with the Works, which activities shall include ***INSERT ANY OTHER RELATIVE ACTIVITIES*** but not limited to soil studies, archaeological studies, appraisals and surveys in, on or below the Lands subject to the terms and conditions contained herein (the "Activities").

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the lump sum of **XXXXXXX** now paid by HONI to the Owner, and the respective covenants and agreements of the parties hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. The Grantor hereby grants to HONI the right to enter upon the Lands for the purpose of commencing construction of the Works, as of the date this Agreement is executed by both parties.

2. The Grantor hereby grants to HONI, as of the date this Agreement, (i) the right to commence the Activities on the Access Lands; and (ii) the right to enter upon and exit from, and to pass and repass at any and all times in, over, along, upon, across, through and under the Access Lands as may be reasonably necessary, at all reasonable times, for HONI and its respective officers, employees, workers, permittees, servants, agents, contractors and subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment for the purpose of the Activities. HONI agrees that it shall take all reasonable care while undertaking the Activities.

3. The term of this Agreement and the permission granted herein shall be **XXXX** from the date written above (the "Term"). HONI may, in its sole discretion, and upon 60 days notice to the Grantor, extend the Term for an additional length of time, which shall be negotiated between the parties.

4. Upon the expiry of the Term or any extension thereof, HONI shall repair any physical damage to the Access Lands and/or Lands resulting from HONI's use of the Access Lands and the permission granted herein; and, shall restore the Access Lands to its original condition so far as possible and practicable.

5. All agents, representatives, officers, directors, employees and contractors and property of HONI located at any time on the Access Lands shall be at the sole risk of HONI and the Grantor shall not be liable for any loss or damage or injury (including loss of life) to them or it however occurring except and to the extent to which such loss, damage or injury is caused by the negligence or willful misconduct of the Grantor.

6. HONI agrees that it shall indemnify and save harmless the Grantor from and against all claims, demands, costs, damages, expenses and liabilities (collectively the "Costs") whatsoever arising out of HONI's presence on the Access Lands or of its activities on or in connection with the Access Lands arising out of the permission granted herein except to the extent any of such Costs arise out of or are contributed to by the negligence or willful misconduct by the Grantor.

7. Notices to be given to either party shall be in writing, personally delivered or sent by registered mail (except during a postal disruption or threatened postal disruption), telegram, electronic facsimile to the applicable address set forth below (or to such other address as such party may from time to time designate in such manner):

   TO HONI:

   Hydro One Networks Inc.
   Real Estate Services
   5th Floor
   483 Bay Street South Tower
   Toronto, Ontario M5G 2P5

   Attention: XXXXXXX
   Fax: XXXXXXXX

   TO GRANTOR:

   XXXXXXXX
   XXXXXXXX

8. Notices personally delivered shall be deemed to have been validly and effectively given on the day of such delivery. Any notice sent by registered mail shall be deemed to have been validly and effectively given on the fifth (5th) business day following the date on which it was sent. Any notice sent by telegram, electronic facsimile or shall be deemed to have been validly and effectively given on the Business Day next following the day on which it was sent. "Business Day" shall mean any day which is not a Saturday or Sunday or a statutory holiday in the Province of Ontario. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein. The parties hereto submit themselves to the exclusive jurisdiction of the Courts of the Province of Ontario.

9. Any amendments, modifications or supplements to this Agreement or any part thereof shall not 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.

10. The burden and benefit of this Agreement shall run with the Lands and everything herein contained shall operate to the benefit of, and be binding upon, the respective heirs; successors, permitted assigns and other legal representatives, as the case may be, or each of the Parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

SIGNED, SEALED & DELIVERED
In the presence of:

_____
Witness

OWNER(S):

_____
Name:

SIGNED, SEALED & DELIVERED
In the presence of:

_____
Witness

_____
Name:

HYDRO ONE
HST # 870 865 821 RT001

HYDRO ONE NETWORKS INC.

By: _____
Name:
Title:

I have authority to bind the Corporation

SCHEDULE “A”

PROPERTY SKETCH