

MULTI-SERVICE CONNECTION COST AGREEMENT

Between

Township of Huron-Kinloss

And

Hydro One Networks Inc.



for

Ripley Industrial Park

TOWNSHIP OF HURON-KINLOSS (the “**Developer**”) has requested and **HYDRO ONE NETWORKS INC.** (“**Hydro One**”) has agreed to perform certain work pertaining to the connection of the project described below, on the terms and conditions set forth in this Multi-Service Connection Cost Agreement dated this **10th day of May 2023**, (the “**Agreement**”). The attached Standard Terms and Conditions for Multi-Service Connection Projects V6-2023 (the “**Standard Terms and Conditions**”) and the following schedules, as amended, supplemented or restated from time to time, are to be read with and form part of the Agreement:

- Schedule “A” (Description of the Non-Contestable Work and the Contestable Work);
- Schedule “B” (Description of Civil Work);
- Schedule “C” (Specifications);
- Schedule “D” (Hydro One Design - Drawing # **00345-21-165 R3**)
- Schedule “E” (Developer’s Load Forecast)”
- Schedule “F” (Economic Evaluation Results)
- Schedule “G” (Option A/Option B Chart)
- Schedule “H” (Form of Transfer of Ownership of Primary Distribution System, Secondary Distribution System, Line Expansion and Residential Service Cables)

Unless otherwise defined herein, all capitalized terms herein shall have the meaning ascribed to them in the Standard Terms and Conditions

I. Project Summary

The Developer is planning to:

Expand or develop an industrial/commercial subdivision known as **Ripley Industrial Park at the property located at Lot 14, Concession 7, in the Township of Huron in Bruce County** as more particularly described in PIN _____, and where a plan of subdivision has been registered as _____ at ____:____ a.m./p.m. on the ____ day of _____, _____ (the foregoing being hereinafter described as the “**Project**”).

The Developer hereby agrees to proceed with one of the following options:

Option A: Hydro One performs the Non-Contestable Work and the Contestable Work; or

Option B: The Developer performs the Contestable Work and Hydro One performs the Non-Contestable Work,

by confirming its' selection of the appropriate option contained in below:

The Developer hereby elects Option A by checking the box below and initialling where specified below and agrees with and accepts all the figures contained in the Option A Chart set out in Schedule "G".

Option A _____ (Developer's Signatories' Initials)

The Developer hereby elects Option B by checking the box below and initialling where specified below and agrees with and accepts all the figures contained in the Option B Chart set out in Schedule "G".

Option B _____ (Developer's Signatories' Initials)

II. Term

Except as expressly set out in this Agreement, this Agreement shall be in full force and effect and binding on the parties upon execution by both parties and shall terminate on the 7th anniversary of the Energization Date. Termination of the Agreement for any reason shall not relieve either party of its liabilities and obligations existing under the Agreement at the time of termination. Termination of this Agreement for any reason shall be without prejudice to the right of either party, including the terminating party, to pursue all legal and equitable remedies that may be available to it including, but not limited to, injunctive relief.

III. Impact on Agreement if Developer Fails to Execute the Agreement by the Required Execution Date

All amounts quoted in the applicable Option A Chart or the Option B Chart (including, but not limited to, the Firm Offer and the estimate of Available Support and the estimate of the Capital Contributions will only be remain valid until the Required Execution Date (see Part IV below).

This Agreement shall be null and void and neither party shall have any further liability or obligation to the other if the Developer fails to do any of the following by the Required Execution Date:

- (i) execute and deliver this Agreement to Hydro One; or
- (ii) Deliver the Capital Contribution to Hydro One upon the execution of the Agreement by the Developer; or
- (iii) Deliver the Expansion Deposit to Hydro One upon the execution of the Agreement by the Developer; or
- (iv) Deliver proof of insurance as required under the terms of this Agreement upon the execution of the Agreement by the Developer.

IV. Miscellaneous:

Developer's HST Registration Number:¹ _____

Expansion Deposit:² \$97392.26

Expansion Deposit HST: \$12660.99

**Expansion Deposit Amount Payable
(with HST):** \$110053.25

Easement Date:³ 26th day of June 2023

Customer Connection Horizon: 5 years

Required Execution Date: 10th day of November 2023

Revenue Horizon: 10 years

Developer Notice Info:⁴

Township of Huron-Kinloss
21 Queen St. PO Box 130 Ripley, ON N0G 2R0

Attention: John Yungblut

Fax: 519-395-4107

V. Entire Agreement

Subject to Section 2.4 of the Standard Terms and Conditions, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written representations and agreements concerning the subject matter of this Agreement.

¹ See Subsection 1.1(e) of the Standard Terms and Conditions.

² See Sections 6.1 and 6.2 of the Standard Terms and Conditions.

³ See Subsections 5.2(l) of the Standard Terms and Conditions.

⁴ See Section 13.5 of the Standard Terms and Conditions.

VI. Amendments

It is recognised that from time to time during the currency of the Agreement the parties hereto may mutually, unless otherwise provided for in the Agreement, alter, amend, modify or vary the provisions of the Agreement and such alteration, amendment, modification, variation or substitution shall be effected in writing and attached hereto and shall be deemed to form part hereof and shall, from the date agreed upon, alter, amend, modify, vary or substitute the Agreement in the manner and to the extent set forth in writing by the parties. Subject to the foregoing, no amendment, modification or supplement to the Agreement shall be valid or binding unless set out in writing and executed by the parties with the same degree of formality as the execution of the Agreement.

VII. Successors and Permitted Assigns

This Agreement shall be binding upon and shall ensure to the benefit of the successors and permitted assigns of the Parties and the Chief and Council.

VIII. Counterparts and Electronic Signature

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. For greater certainty, execution and delivery of this Agreement by electronic exchange bearing the copies of a party’s signature shall constitute a valid and binding execution and delivery of this Agreement by such party. An electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party’s execution of this Agreement, without necessity of further proof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

HYDRO ONE NETWORKS INC.

Name:
Title:
Date:
I have the authority to bind the Corporation

Township of Huron-Kinloss

Name:

Title:

Date:

Name:

Title:

Date:

I have the authority to bind the Corporation

Schedule “A” Description of the Contestable and Non-Contestable Work

See attached Drawing **00345-21-165 R3**

Description of Non-Contestable Work Hydro One MUST perform:

For Underground Lines (Including Submarine):

1. Perform make ready work on existing Hydro One facilities (dip pole or existing transformer or kiosk)
2. Termination of all primary and secondary cables within the Electrical Distribution System
3. Installation of transformers and kiosks including inserts, elbows, insulating caps, arrestors and feed through
4. Install kiosks including insulating caps
5. Install numbering, signs, locks and phase markings on transformers and kiosks
6. Connection of grounds to transformers and kiosks
7. Install switching/isolation of existing Hydro One facilities
8. Perform inspection of Civil Work and where being performed by the Developer, the Contestable Work

For Overhead Lines:

1. Perform make ready work on existing Hydro One facilities
2. Termination of all primary cables at transformer and switch locations and secondary cables transitioning to underground within the Electrical Distribution System
3. Install transformers and transformer framing
4. Install switches
5. Perform inspection of Civil Work and where being performed by the Developer, the Contestable Work

Description of Contestable Work Hydro One or Developer/Contractor can perform (Unless otherwise stated on Drawing):

For Underground Lines (Including Submarine):

1. Supply and install primary and secondary cables
2. Install secondary splices

For Overhead Lines:

1. Install new poles, primary and secondary conductor, guys and anchors
2. Install primary and secondary framing
3. Install grounding (Plates and Rods)

Schedule “B” – Description of Civil Work

The Developer shall perform the following Civil Work, at its own expense, in accordance with the terms of this Agreement, including, the applicable Hydro One Specifications and standards:

For Underground Lines:

- Excavate trenches;
- Install sand padding with masonry sand;
- Supply and install pre-cast concrete vaults and backfill;
- Install bollards if specified by Hydro One in the design of the Electrical Distribution System;
- Install grounding (Rods);
- Install a crushed stone base for transformers and kiosks;
- Install partial and complete duct banks as specified on drawing (Direct Buried and or Concrete Encased);
- Install road crossing ducts (Including Road Cuts and Bores) complete with pull rope and caps for spares; and
- Perform any other Civil Work referenced in the applicable Hydro One Specifications and standards.

For Sub-cable work (In addition to requirements for Underground Lines):

- Install poured pads (when specified on drawing) in accordance with Hydro One’s Standard DU-06-302;
- Supply and install pre-cast concrete vaults and or aluminum vaults;
- Install grounding (Rods or Plates);
- Install masonry sand padding and crushed stone; and
- Perform any other Civil Work referenced in the applicable Hydro One specifications and standards.

All Forestry work outside of operating clearances around existing lines

Schedule “C” - Specifications

The following will be provided to the Developer in the Agreement Package (PDF format):

The Hydro One Overhead and Underground Distribution Standards.

Schedule “D” - Hydro One Design - Drawing # 00345-21-165 R3

Schedule “E” –“Developer’s Load Forecast”

Commercial Services

Rate Class	#of Lots	Secondary Voltage	Service Size (Amps)	Usage	Business Type
Gse	25	120/208	200	Low	Industrial

Submitted by the Developer on this 10th day of May 2021.

Township of Huron-Kinloss

Name:
Title:
Date:

Name:
Title:
Date:
I have the authority to bind the Corporation

Schedule "F": Economic Evaluation Results

Date:	10-May-23	Estimated Project In-Service Date:	1-Apr-23
Project #	W0628951_WTN_SUBD_Ripley_Industrial_Park	Economic Study Horizon (no. of years):	10
Basis of Cost Estimate for the Project:	Class A		

	In-Service						
	Date	Project year ended - annualized from In-Service Date					
	<-----	----->					
	Apr-1	Apr-1	Apr-1	Apr-1	Apr-1	Apr-1	Apr-1
	2023	2024	2025	2026	2027	2028	2029 - 2033
Total Connections	0	14	19	22	24	25	25
Total incremental Energy (kWh/month) - for energy billed rate classes	0	6,882	16,223	20,156	22,613	24,088	24,088
Total incremental Demand (kW/month) - for demand billed rate classes	0	0	0	0	0	0	0
Gross Revenue - \$K annual	0.0	8.4	19.9	24.7	27.7	29.5	29.7
OM&A Costs - \$K	0.0	(2.2)	(3.4)	(3.9)	(4.3)	(4.4)	(4.5)
Ontario Capital Tax and Municipal Tax - \$K	0.0	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)
Operating Cash Flow (before taxes) - \$K	0.0	6.2	16.4	20.7	23.4	25.0	25.2
Capital Expenditures - \$K - includes interest & OH							
Total Upfront capital expenditures		(\$97.4)					

Discounted Cash Flow Summary			Payback Year: (NPV = 0)	2031
Economic Study Horizon - Years:	10		No. of years required for payback:	8.0
Discount Rate - %	5.50%			
Includes OEB-approved ROE and forecast cost of debt				
\$K	Before Contribution	After Contribution	Impact	
PV Incremental Revenue	\$194.1	\$194.1		
PV Incremental OM&A Costs	(\$30.9)	(\$30.9)		
PV Ontario Capital Tax and Municipal Tax	(\$0.3)	(\$0.3)		
PV Taxes	(\$43.2)	(\$43.2)		
PV CCA Tax Shield	\$15.2	\$15.2		
PV Capital - Upfront	(\$97.4)	(\$97.4)		
Add: PV Capital Contribution	\$0.0	\$0.0	(\$97.4)	
PV Capital - On-going	\$0.0	\$0.0		
PV Working Capital	(\$0.1)	(\$0.1)		
PV Surplus / (Shortfall)	\$37.4	\$37.4	N/A	
Capital Contribution required (may be offset by Transfer Price, if applicable) - \$K		\$0.0		

Rates	H1 Distribution	Rate Class	In-Service					Avg monthly usage per connection*	
			Date <----- Project year ended after in-service date ---->						
Connection Type			Cumulative number of Connections						
			2023	2024	2025	2026	2027	2028	
Residential	None		0	0	0	0	0	0	N/A kWh
GS < 50 kW	GSe		0	14	19	22	24	25	964 kWh
GS > 50 kW	None		0	0	0	0	0	0	N/A kW
ST	None		0	0	0	0	0	0	N/A kW
St. Lgt	None		0	0	0	0	0	0	N/A kWh
Dgen	None		0	0	0	0	0	0	N/A kW
Total			0	14	19	22	24	25	*as of year 5

Expansion Length	Metres
Line Expansion	0
Subdivision Expansion	691
Expansion Deposit, before HST	Dollars
Maximum Expansion Deposit	\$97,392
Percentage of Maximum Expansion Deposit Required (%)	100%
Expansion Deposit Payable	\$97,392
Deposit Refund per Residential Connection	N/A
Deposit Refund per GS < 50 kW Connection	\$5,514.23
Deposit Refund per kW for Demand Billed Connections	N/A

For Expansion Fair Share Administration	Dollars
Project Costs:	
Line Expansion Fair Share	\$0
Line Expansion Capital + PV OM&A	\$0
Subdivision Expansion Fair Share	\$0
Subdivision Line Expansion Capital + PV OM&A	\$107,495
Connection: Capital + PV OM&A	\$20,803
Total Capital Contribution	\$0
Capital Contribution Allocated to:	
1. Line Expansion Fair Share, then	\$0
2. Line Expansion, then	\$0
3. Subdivision Expansion Fair Share, then	\$0
4. Subdivision Line Expansion, then	\$0
5. Connection Costs	\$0

Schedule “G”: Option A/Option B Charts

Option A – Hydro One Networks Performs Non-Contestable Work and Contestable Work				
<u>Part 1 Non-Contestable Work Firm Offer</u>		TOTAL	PAID	DUE
1.0	Engineering & Design			
1.1	Design Costs	\$ 3054.22	\$ 1000.00	\$ 2054.22
	Total Cost Section 1.1	\$ 3054.22	\$ 1000.00	\$ 2054.22
2.0	Cost of Non-Contestable Work Other Than Line Expansion			
		TOTAL	PAID	DUE
2.1	Non-Contestable Subdivision Secondary Costs			
	Material	\$ 23.48		\$ 23.48
	Labour	\$ 79.12		\$ 79.12
	Equipment	\$ 44.42		\$ 44.42
	Other Miscellaneous	\$ 0.00		\$ 0.00
	Administration & Overheads	\$ 15.27		\$ 15.27
	400A Meterbase Credit	\$ 0.00		\$ 0.00
	Total Cost Section 2.1	\$ 162.29		\$ 162.29
2.2	Non-Contestable Subdivision Primary Costs			
	Material	\$ 8413.39		\$ 8413.39
	Labour	\$ 13536.95		\$ 13536.95
	Equipment	\$ 7599.69		\$ 7599.69
	Other Miscellaneous	\$ 0.00		\$ 0.00
	Administration & Overheads	\$ 2612.39		\$ 2612.39
	Cost To Connect To An Existing Powerline	\$ 0.00		\$ 0.00
	Forestry Cost (If Applicable)	\$ 0.00		\$ 0.00
	Total Cost Section 2.2	\$ 32162.42		\$ 32162.42

Continued

Option A – Hydro One Networks Performs Non-Contestable Work and Contestable Work

3.0 Cost Of Non-Contestable Line Expansion (If Applicable)				
		TOTAL	PAID	DUE
3.1	Non-Contestable Line Expansion Costs			
	Material	\$ 0.00		\$ 0.00
	Labour	\$ 0.00		\$ 0.00
	Equipment	\$ 0.00		\$ 0.00
	Other Miscellaneous	\$ 0.00		\$ 0.00
	Administration & Overheads	\$ 0.00		\$ 0.00
3.2	Cost To Connect To An Existing Powerline	\$ 0.00		\$ 0.00
3.3	Forestry Cost (If Applicable)	\$ 0.00		\$ 0.00
3.4	Miscellaneous Approvals Such As Water Crossing, Railway Crossing, Pipeline Crossing, etc.	\$ 0.00	\$ 0.00	\$ 0.00
3.5	Easements, Permits and Approvals	\$ 0.00		\$ 0.00
	Total Cost Section 3.1 to 3.5	\$ 0.00		\$ 0.00
4.0 Cost of Contestable Work Other Than Line Expansion				
		TOTAL	PAID	DUE
4.1	Contestable Subdivision Secondary Costs			
	Material	\$ 0.00		\$ 0.00
	Labour	\$ 0.00		\$ 0.00
	Equipment	\$ 0.00		\$ 0.00
	Other Miscellaneous	\$ 0.00		\$ 0.00
	Administration & Overheads	\$ 0.00		\$ 0.00
	Total Cost Section 4.1	\$ 0.00		\$ 0.00
4.2	Contestable Subdivision Primary Costs			
	Material	\$ 23001.80		\$ 23001.80
	Labour	\$ 22236.57		\$ 22236.57
	Equipment	\$ 12483.69		\$ 12483.69
	Other Miscellaneous	\$ 0.00		\$ 0.00
	Administration & Overheads	\$ 4291.27		\$ 4291.27
	Total Cost Section 4.2	\$ 62013.33		\$ 62013.33

Continued

Option A – Hydro One Networks Performs Non-Contestable Work and Contestable Work

5.0 Contestable Cost Of Line Expansion (If Applicable)

5.1	Contestable Cost of Line Expansion			
	Material	\$ 0.00		\$ 0.00
	Labour	\$ 0.00		\$ 0.00
	Equipment	\$ 0.00		\$ 0.00
	Other Miscellaneous	\$ 0.00		\$ 0.00
	Administration & Overheads	\$ 0.00		\$ 0.00
	Total Cost Section 5.1	\$ 0.00		\$ 0.00

	Total Cost (Sections 1.0 through 5.0) – Included in DCF	\$ 97392.26	\$ 1000.00	\$ 96392.26
	Less: Credit for Replacement of End of Life or Advanced Age Assets	0.00		
	Less: DCF Revenue Support Credit or Cost	97392.26		
	Remaining Balance (Capital Contribution from DCF)	\$ 0.00		

Part 3 Non-Contestable and Contestable Work Above Standard Connection

		TOTAL	PAID	DUE
6.0	Items Excluded From Receiving Support			
6.1	Pad-mount Transformer Incremental Cost	\$ 0.00		\$ 0.00
6.2	Pad-mount Transformer Incremental Cost (Contestable)	\$ 0.00		\$ 0.00
6.3	Returned Material Charge	\$ 0.00		\$ 0.00
	Total Cost Section 6.1 to 6.2	\$ 0.00		\$ 0.00

Part 4 Totals

	Sub-Total (without HST) for Option A	\$ 0.00	\$ 1000.00	\$ -1000.00
	HST for Option A	\$ 0.00	\$ 130.00	\$ -130.00
	Grand Total (with HST) for Option A	\$ 0.00	\$ 1130.00	\$ -1130.00

GST/HST# 870865821RT0001

A-1	The Developer has paid the cost of Design and Staking, incurred by Hydro One Networks in the amount of =		\$ 1130.00	
A-2	The Developer shall pay 100% of the Remaining Cost to be incurred by Hydro One Networks at the time of signing of this Agreement, in the amount of =			\$ 0.00
A-3	Refund After Hydro One Networks Support Applied			\$ 1130.00

I elect to choose **Option A** _____ **Signature** ←

Option B – Hydro One Networks Performs Non-Contestable Work Only				
<u>Part 1 Non-Contestable Work Firm Offer</u>		TOTAL	PAID	DUE
1.0	Engineering & Design			
1.1	Design Costs	\$ 3054.22	\$ 1000.00	\$ 2054.22
	Total Cost Section 1.0	\$ 3054.22	\$ 1000.00	\$ 2054.22
2.0	Cost of Non-Contestable Work Other Than Line Expansion			
		TOTAL	PAID	DUE
2.1	Non-Contestable Subdivision Secondary Costs			
	Material	\$ 23.48		\$ 23.48
	Labour	\$ 79.12		\$ 79.12
	Equipment	\$ 44.42		\$ 44.42
	Other Miscellaneous	\$ 0.00		\$ 0.00
	Administration & Overheads	\$ 15.27		\$ 15.27
	400A Meterbase Credit	\$ 0.00		\$ 0.00
	Total Cost Section 2.1	\$ 162.29		\$ 162.29
2.2	Non-Contestable Subdivision Primary Costs			
	Material	\$ 8413.39		\$ 8413.39
	Labour	\$ 13536.95		\$ 13536.95
	Equipment	\$ 7599.69		\$ 7599.69
	Other Miscellaneous	\$ 0.00		\$ 0.00
	Administration & Overheads	\$ 2612.39		\$ 2612.39
	Cost To Connect To An Existing Powerline	\$ 0.00		\$ 0.00
	Forestry Cost (If Applicable)	\$ 0.00		\$ 0.00
	Total Cost Section 2.2	\$ 32162.42		\$ 32162.42

Continued

Option B – Hydro One Networks Performs Non-Contestable Work Only

3.0 Non-Contestable Cost Of Line Expansion (If Applicable)				
		TOTAL	PAID	DUE
3.1	Non-Contestable Line Expansion Costs			
	Material	\$ 0.00		\$ 0.00
	Labour	\$ 0.00		\$ 0.00
	Equipment	\$ 0.00		\$ 0.00
	Other Miscellaneous	\$ 0.00		\$ 0.00
	Administration & Overheads	\$ 0.00		\$ 0.00
3.2	Cost To Connect To An Existing Powerline	\$ 0.00		\$ 0.00
3.3	Forestry Cost (If Applicable)	\$ 0.00		\$ 0.00
3.4	Miscellaneous Approvals Such As Water Crossing, Railway Crossing, Pipeline Crossing, etc.	\$ 0.00	\$ 0.00	\$ 0.00
3.5	Easements, Permits and Approvals	\$ 0.00		\$ 0.00
	Total Cost Section 3.1 to 3.5	\$ 0.00		\$ 0.00
	Total Cost (Sections 1.0 through 3.0)	\$ 35378.93	\$ 1000.00	\$ 34378.93
	Less: Credit for Replacement of End of Life or Advanced Age Assets	\$ 0.00		
	Less: DCF Revenue Support Credit or Cost	\$ 97392.26		
	Total Remaining Balance	\$ -62013.33	\$ 1000.00	\$ 34378.93
Part 2 Non-Contestable Work Above Standard Connection				
4.0	Items Excluded From Receiving Support			
4.1	Pad-mount Transformer Incremental Cost	\$ 0.00		\$ 0.00
4.2	Work Site Inspection (If Applicable)	\$ 8956.53		\$ 8956.53
4.3	Returned Material Charge	\$ 0.00		\$ 0.00
	Total Cost Section 4.1 to 4.2	\$ 8956.53		\$ 8956.53
Part 3 Totals				
	Sub-Total (without HST) for Option B	\$ -53056.80	\$ 1000.00	\$ -54056.80
	HST for Option B	\$ -6897.38	\$ 130.00	\$ -7027.38
	Grand Total (with HST) for Option B	\$ -59954.18	\$ 1130.00	\$ -61084.18
GST/HST# 870865821RT0001				

Continued

Option B – Hydro One Networks Performs Non-Contestable Work Only

Part 3 Totals Unused Support Available For Contestable work

		TOTAL	PAID	DUE
B-1	The Developer has paid the cost of Design and Staking, incurred by Hydro One Networks in the amount of =		\$ 1130.00	
B-2	The Developer shall pay 100% of the Remaining Cost to be incurred by Hydro One Networks at the time of signing of this Agreement, in the amount of =			\$ 0.00
B-3	Maximum Refund Available to Developer After Hydro One Networks Support Applied*			\$ 61084.18

I elect to choose Option B

← Signature

* Please see Subsection 9.5 of the Standard Terms and Conditions for information on the refund process.

Schedule “H” – Form of Transfer of Ownership of Primary Distribution System, Secondary Distribution System, Line Expansion and Residential Service Cables

**TRANSFER OF OWNERSHIP OF PRIMARY DISTRIBUTION SYSTEM, SECONDARY DISTRIBUTION SYSTEM, LINE EXPANSION AND RESIDENTIAL SERVICE CABLES
(CONSTRUCTED BY HYDRO ONE NETWORKS INC. OR DEVELOPER)**

Hydro One Networks Inc. Expansion/Connection #: 00345-21-165 R3

Ripley Industrial Park

In accordance with the Multi-Service Connection Cost Agreement made between the undersigned Developer (the “**Developer**”) and Hydro One Networks Inc. dated the 10th day of May 2023 (the “**Agreement**”), the Developer hereby irrevocably conveys all rights, title and interest, free and clear of all present and future mortgages, liens, demands, charges, pledges, adverse claims, rights, title, retention agreements, security interests, or other encumbrances of any nature and kind whatsoever in the:

- (a) Primary Distribution System and any Line Expansion as described in Schedule “D” of the Agreement and as referred to in the said Agreement; and
- (b) that part of the Secondary Distribution System as described in Schedule “D” of the Agreement and as referred to in the said Agreement that has been installed as of the Energization Date of the Primary Distribution System; and
- (c) any Residential Service cables connected to the Secondary Distribution System described in (b) above on the Energization Date of the Primary Distribution System,

to Hydro One Networks Inc. with effect as of the Energization Date of the Primary Distribution System;

AND:

- (1) any addition to the Secondary Distribution System as described in Schedule “E” of the Agreement and as referred to in the said Agreement that is installed following the Energization Date of the Primary Distribution System; and
- (2) any Residential Service cables connected to the Secondary Distribution System ,

to Hydro One Networks Inc. with effect as of the Energization Date of the addition to the Secondary Distribution System described in (1) above.

Schedule “H” – Form of Transfer of Ownership of Primary Distribution System, Secondary Distribution System, Line Expansion and Residential Service Cables

Township of Huron-Kinloss

Name:
Title:
Date:

Name:
Title:
Date:

I have the authority to bind the Corporation

Hydro One Networks Inc. hereby agrees to assume ownership and responsibility for operation and maintenance of the Primary Distribution System, the Secondary Distribution System, the Line Expansion and the Residential Service cables (all as described above) and as referred to in the said Agreement above on the respective Energization Dates described above.

HYDRO ONE NETWORKS INC.

Name:
Title:
Date:

I have the authority to bind the corporation