

AGREEMENT

BETWEEN

WESTARIO POWER INC (Westario)

and

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS (Huron-Kinloss)

WHEREAS Huron-Kinloss is presently the owner of two existing poles referred to as EP2 and EP3 on schedule A hereto; (the poles).

AND WHEREAS the parties agree that Westario will assume ownership of the poles subject to certain terms and conditions set out hereafter.

NOW THEREFORE the parties agree as follows:

1. Full consideration for this transaction is the sum of one dollar, paid by Westario to Huron-Kinloss and other good and valid consideration, the receipt of which is hereby acknowledged by Huron-Kinloss.
2. Upon execution of this document by both parties, Huron-Kinloss hereby transfers all right, title and interest in the poles to Westario.
3. Westario shall in its sole discretion be financially responsible for all maintenance, servicing and replacement of these poles hereafter.
4. Huron-Kinloss will continue to operate, maintain, replace and be fully responsible for the streetlight attachments on the poles, including assuming any and all liability with respect to same.
5. Westario may incorporate the poles into their electrical distribution system and may use the poles, and attach such equipment as Westario, in its sole discretion, deems reasonable and necessary for this purpose.
6. Huron-Kinloss hereby grants and acknowledges to Westario its right to an easement in perpetuity over the lands that it owns upon which the poles are located, and any adjacent lands, both prescriptive and ancillary, in order that Westario may maintain, replace, service, and operate the poles as a part of its electrical distribution system.
7. This offer by Westario shall be open for acceptance by Huron-Kinloss by no later than 4:30 PM Friday, October 29, 2021 failing which it shall become null and void.
8. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchasers and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

DATED at the Town of Walkerton this _____ day of _____, 2021

WESTARIO POWER INC
per _____

I HAVE AUTHORITY TO BIND THE CORPORATION

DATED at _____ this _____ day of _____, 2021

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS.

per _____

Schedule "A"



WESTARIO POWER DESIGN STANDARDS		
EP1	EP2	EP3
Existing 35' - 3 (Wood) P00560 10-200 Fig 3 - For Triplex Bus Extension	Existing 30' - 6 (Wood) P00570 (Assign number to pole) 10-200 Fig 1 11-103 - Lower streetlight duplex 6" from triplex	Existing 30' - 6 (Wood) P00571 (Assign number to pole) 06-100 - Sec Lead Length 2m 10-200A Fig 3 11-103 - Lower streetlight duplex 6" from down guy

NOTES:

Customer to:
- Customer work to be done prior to Westario's portion.
- Install new meter base and mast on the new building shown.
- Ensure mast is 5m (16.5') from ground level to ensure clearance over Havelock St.
- Leave a sufficient length of wire out of the slack so Westario can connect to the new overhead triplex service.
- Connection is subject to ESA approval.

- LEGEND**
- 80071 Existing Pole
 - Existing 30' Quad
 - New 30' Triplex Bus
 - Existing 30' Triplex Bus
 - New 10' Triplex Service
 - 39.2m Span in Meters
 - New Guying Position

NOTES:

SIMP # 9010172 - Westario
Crew to:
- Supply and install 70m of 30 triplex bus from EP1 to EP3 and dead end.
- Install new down guy and anchor to support secondary dead end on EP3.
SIMP # 9010174 - New Service
- Supply and install 34m of 10 triplex from EP3 to new mast on building as shown.
- Connect new service to secondary bus.
- Install new REXZ meter on customer's meter base.

LUCKNOW,
812 Havelock St Servicing

Westario Power Inc.
24 EASTRIDGE ROAD, RR #2
WALKERTON, ONTARIO
TEL: 1-866-878-2746 or 519-507-6937
NOC 240

Electrical Distribution Design by
Cory Barman, Engineering Technician
Date: JAN 14, 2021
2. Design Completed
Approved by: Mike Channing
August 11, 2021

THIS DRAWING IS THE PROPERTY OF WESTARIO POWER INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE USER OF THIS DRAWING AGREES TO HOLD WESTARIO POWER INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST WESTARIO POWER INC. BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS DRAWING.

Westario Power Inc. is a registered professional engineering firm in the Province of Ontario.
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Signature _____
Date _____