

APPENDIX 'T'

CORRESPONDENCE FROM EAST DURHAM TO COUNTY DATED JUNE 3, 2013

Kneteman, Christie

From: Rickel, Adam
Sent: June-03-13 11:24 AM
To: 'Hoy, Pat'
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

Pat – Any update on the Road Use Agreement template? Thank you.

From: Hoy, Pat [mailto:██████████]
Sent: Thursday, May 23, 2013 10:28 AM
To: Rickel, Adam
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

The draft Road Use Agreement went to our solicitor this week so I wouldn't think it would be too long coming back.

We will start to review the haul routes and typical drawings shortly.

Pat Hoy

Engineering Manager

Phone: +1 ██████████



From: Rickel, Adam [mailto:██████████]
Sent: Thursday, May 23, 2013 10:17 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

Pat – In anticipation of the upcoming Road Use Agreement draft, I have attached a number of diagrams for your review. The first PDF shows the East Durham project heavy haul route including which intersections we propose utilizing for such heavy haul (there will need to be improvements on those intersections). The first zip file attached titled “Collection Location Maps and Typical” includes our proposed collection locations in County ROWs as well as typical collection cable installation drawings. The second zip file attached titled “Entrance Typical Drawings” shows our proposed entrance design and associated diagrams. Please review these documents and let myself and Travis Turner know if you have any questions or concerns. We would like to meet with you in the coming weeks, once we receive and review the draft Road Use Agreement, to discuss these designs/drawings as well as the agreement language and project timing. I look forward to hearing from you soon. Thank you.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: ██████████

C: [REDACTED]

From: Hoy, Pat [mailto:[REDACTED]]
Sent: Thursday, May 16, 2013 7:15 AM
To: Rickel, Adam
Cc: Morrison, Sarah; Dudek, Derek
Subject: RE: East Durham Wind Project

Just to let everyone know, we're still working through the agreement.

Patrick Hoy, P.Eng.

Engineering Manager

Grey County

595 9th Avenue East

Owen Sound, ON N4K 3E3

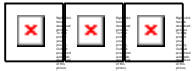
Phone: +1 [REDACTED]

Mobile: +1 [REDACTED]

Fax: +1 [REDACTED]

<http://www.grey.ca>

<http://www.visitgrey.ca>



From: Rickel, Adam [mailto:[REDACTED]]
Sent: Monday, May 06, 2013 10:25 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek
Subject: Re: East Durham Wind Project

Great, thank you for the update Pat. In the meantime, is there anything further that you need from us at this point? Otherwise, we will await the form of Road Use Agreement.

Sincerely,
Adam Rickel

On May 6, 2013, at 7:46 AM, "Hoy, Pat" <[REDACTED]> wrote:

Adam,

Our final agreement will be heading to our solicitor after this week. It should return shortly and we can begin modifying it to suit your project.

Patrick Hoy, P.Eng.

Engineering Manager

Grey County

595 9th Avenue East

Owen Sound, ON N4K 3E3

Phone: +1 [REDACTED]

Mobile: +1 [REDACTED]

Fax: +1 [REDACTED]

[REDACTED]

<http://www.grey.ca>

<http://www.visitgrey.ca>



From: Rickel, Adam [[mailto:\[REDACTED\]](mailto:[REDACTED])]

Sent: Friday, May 03, 2013 9:15 AM

To: Hoy, Pat; Morrison, Sarah

Cc: Dudek, Derek; Rickel, Adam

Subject: East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel

Project Manager

NextEra Energy Canada, ULC

W: [REDACTED]

C: [REDACTED]

APPENDIX 'U'

CORRESPONDENCE FROM COUNTY TO EAST DURHAM DATED JUNE 20, 2013

From: Hoy, Pat [<mailto:> ██████████]
Sent: Thursday, June 20, 2013 8:51 AM
To: Rob Cascaden
Subject: FW: 33713 - East Durham Wind - encroachment permits

Here's the answer to your questions. We will also may require you to enter into this agreement identifying responsibilities.

Pat Hoy
Engineering Manager
Phone: +1 ██████████



1. Correct
2. Assuming these are in the Right of Way, Grey will be looking for an Agreement for Installations on Grey County Road Rights-of-Way. We just completed our template agreement for fibre and will be modifying it to suit your application. I'm currently working on doing this to have out to you for review shortly. The agreement includes future applications via encroachment permits.
3. This should be part of the agreement and subsequent encroachment permit.
4. Yes under the entrance permit process.
5. We have a single oversize move permit and an annual oversized permit.

Regarding one permit or more than one, my preference is that your entire installation would be covered under one encroachment permit.

Pat Hoy
Engineering Manager
Phone: + ██████████



From: Rob Cascaden [<mailto:> ██████████]
Sent: Monday, June 17, 2013 11:10 AM
To: Hoy, Pat
Cc: Schultz,Curtis
Subject: 33713 - East Durham Wind - encroachment permits

Hi Pat,

A few of us were discussing the County's encroachment permit policy the on Friday and we were hoping that you could clarify a few items for us. Essentially we would like to know what type of work within the ROW will warrant an encroachment permit, please review and confirm the items below and feel free to add in anything else that you can think of.

1. Intersection improvements – encroachment permit required;
2. Collection cables - encroachment permit required;
3. Overhead HONI line from substation across ROW to existing HONI pole – unsure;
4. Entrances – not required as this is covered under entrance permit process;
5. Heavy Haul – encroachment permit not required but separate oversize load permit may be required.

Regarding the collection cables with the ROW, will one encroachment permit be issued for the entire length within the ROW even if it moves in and out on to private property or will a separate permit be required for each section of collection line when it moves into the ROW?

Your input on this is appreciated, if there are complicating issues we can arrange a teleconference if helpful.

Regards,

Rob Cascaden, P.Eng.
Associate

IBI Group
Suite 203 - 350 Oxford Street West
London ON N6N 1T3 Canada



web www.ibigroup.com

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THIS ROAD USER AGREEMENT made this ____ day of _____, 2013, between

THE CORPORATION OF THE COUNTY OF GREY
Hereinafter referred to as the “**Corporation**”

OF THE FIRST PART

– AND –

NAME OF ELECTRIC POWER PRODUCER,
Acting through its General Partner, SUB-NAME (IF APPLICABLE),
A corporation having its registered office in the Province of Ontario
Hereinafter referred to as the “**Electric Power Producer**”

OF THE SECOND PART

WHEREAS the Electric Power Producer desires to use certain portions of the Highways for the purpose of conducting Electric Power by Electrical Interconnections from wind turbines forming part of the Wind Project upon the terms and conditions hereinafter set forth;

AND WHEREAS the Electric Power Producer wishes to make use of certain Highways to make deliveries of materials and components to, and to allow for construction, operation and maintenance of the Wind Project;

AND WHEREAS the Electric Power Producer may wish to temporarily modify the alignment of certain Non-Primary portions of Highways to permit delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles;

AND WHEREAS the Electric Power Producer also wishes to connect access roads from Wind Project turbines to certain Highways to permit ongoing access to the turbines during Wind Project operations;

AND WHEREAS the Corporation has agreed to grant to the Electric Power Producer the rights described in paragraph 2 of this Agreement for the period described in paragraph 3 of this Agreement upon the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the undertakings and agreements hereinafter expressed and upon the terms hereinafter set forth, the Corporation and the Electric Power Producer mutually covenant and agree as follows;

1. In this Agreement:
 - a) “**abandon**” has the meaning set out in paragraph 23;

- b) **“Affiliate(s)”** means, with respect to any Person, any other Person which directly or indirectly controls or is controlled by or is under direct or indirect common control with the Person which is directly or indirectly controlled by an entity which controls the Person;
- c) **“Applicable Law”** means, in respect of any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, treaties, judgments and decrees and all present or future published directives, rules, policy statements and orders of any Public Authority and all applicable orders and decrees of courts and arbitrators to the extent, in each case, that the same are legally binding;
- d) **“Corporation”** means The Corporation of the County of Grey and its successors;
- e) **“County”** means and includes the territorial limits under and subject to the jurisdiction of the Corporation as of the date when this Agreement takes effect;
- f) **“Deliveries”** has the meaning set out in paragraph 2(b);
- g) **“Director of Transportation Services”** means the most senior individual employed by the Corporation with responsibility for Highways or such other Person as may from time to time be designated by the Council of the Corporation;
- h) **“Drainage Superintendent”** means the most senior individual employed by the Township of Ashfield-Colborne-Wawanosh with responsibility for land drainage matters or such other Person as may from time to time be designated by the Township of Ashfield-Colborne-Wawanosh;
- i) **“Electric Power”** means electrical energy produced from the Wind Project;
- j) **“Electrical Interconnections”** means such poles, guys, electrical interconnections, electric conductors, junction boxes, transformers and other equipment situate in the County as the Electric Power Producer may from time to time require or deem desirable for the conduction of Electric Power, along, across or under the Highways; and **“Electrical Interconnection”** means any one of such;
- k) **“Entrance Work”** has the meaning set out in paragraph 2(c);
- l) **“Highways”** means the those common and public highways and road allowances located in the County that are under the jurisdiction of the Corporation, and shall include not only the traveled portions of such highways, but also ditches, driveways, sidewalks, and sodded or other areas forming part of the road allowances now or at any time during the term hereof under the jurisdiction of the Corporation

- m) **“Non-Primary,”** when used in relation to a Highway, means the non-travelled portion of the Highway that does not regularly accommodate vehicles, including unpaved shoulders, ditch areas and side slopes;
 - n) **“Permitted Transferees”** has the meaning set out in paragraph 27;
 - o) **“Person”** means an individual, corporation, partnership, joint venture, association, trust, pension fund, union, governmental agency, board, tribunal, the Corporation, or a commission or department and the heirs, beneficiaries, executors, legal representatives or administrators of an individual;
 - p) **“Public Authority”** means any governmental, regional, County, or local body having authority over the Corporation, the Electrical Interconnections or the Highways;
 - q) **“Road Work”** has the meaning set out in paragraph 2(b);
 - r) **“Secured Party”** has the meaning set out in paragraph 27; and
 - s) **“Wind Project”** means the wind energy project known as the “xxxxx” to be constructed by the Electric Power Producer in the County, including wind turbines, transformer stations, and related equipment and infrastructure.
2. Pursuant to the *Electricity Act, 1998*, the Electric Power Producer and its successors, assigns, Affiliates, agents, licensees, employees and contractors shall have the right to enter upon the Highways to the extent that any Highway remains under the jurisdiction of the Corporation or, subject to paragraph 5, , to
- a) construct, maintain, replace, remove, operate, patrol, inspect, alter, reconstruct, relocate, enlarge and repair Electrical Interconnections for the conduction of Electric Power, to carry out work with respect to any Electrical Interconnection required to comply with Applicable Law or required by any Public Authority and to clear the Highways of all obstructions that would interfere with the use of the Electrical Interconnections;
 - b) transporting materials, components and equipment, including overweight or over-size cargoes across or along Highways, in conjunction with the Corporation’s Overweight / Oversize Permit system, to provide for the construction, maintenance, repair, replacement, relocation or removal of wind turbines for the Wind Project (**“Deliveries”**), and temporarily reconstructing or re-aligning Non-Primary Highway sections, turns and intersections on Highways to permit the passage of overweight or over-size cargoes (the **“Road Work”**); in all such cases, it is understood that realignment of a primary-use section (travelled portion) of a Highway will be permitted only with the written consent of the Director of Transportation Services, which may be withheld in the sole discretion of the Director of Transportation Services; and

- c) Constructing and maintaining Entrances to private wind turbine access roads (“**Entrance Work**”) provided that the Electric Power Producer first acquires at its own expense any property rights to private lands required for the Entrance Work, and use of such Entrances.
3. The terms and conditions of this Agreement shall continue and remain in force so long as (i) the Electrical Interconnections or any of them are in actual use for the conduction of Electrical Power; and (ii) respecting any particular Highway, so long as such Highway remains under the jurisdiction of the Corporation.
 4. Subject to paragraph 5, the Corporation represents that:
 - a) it has good title to the Highways;
 - b) it has good right, full power and authority to grant the rights set out in this Agreement and has not done any act whereby the Highways have been or may be in any way charged, encumbered, transferred or assigned;
 - c) it is not aware of any Person having any claim or interest in the Highways or any part thereof adverse to or inconsistent with its registered title thereto and is certain that none exists; and
 - d) the possession and occupation of the Highways by the Corporation has been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any Person whomsoever and no payment has ever been made or acknowledgement of title given by the Corporation, or, so far as the Corporation is aware, by anyone else, to any Person in respect of any right, title, interest or claim in or to the Highways.

The Corporation shall defend its title to the Highways against any Person claiming any interest adverse to the Corporation in the Highways during the term of this Agreement, save and except where such adverse interest arises as a result of the act, omission, negligence or willful misconduct of the Electric Power Producer or those for whom it is in law responsible.

5. The consent, permission and authority hereby given and granted shall be subject to the right of free use of all Highways by all Persons entitled to it, and subject to the right of the owners of the property adjoining the Highways of full access to and from the Highways and of constructing crossings and approaches from their properties, and subject to the rights and privileges that the Corporation may grant to other Persons on the Highways, all of which are expressly reserved, provided that the Corporation shall ensure that such other Persons comply with Ontario provincial standards including, without limitation, the Canadian Standards Association (CSA) standards and the Corporation’s own standards.

6. Save as hereinafter provided, the consent, permission and authority hereby given and granted to the Electric Power Producer to enter upon the Highways shall be at all times subject to the approval of the Director of Transportation Services, not to be unreasonably withheld or delayed. All work done under this Agreement is subject to the approval (which approval shall not be unreasonably withheld or delayed) and direction of the Director of Transportation Services who has full power and authority, in connection with the approval of the Corporation, to give directions and orders that he or she considers in the best interest of the Corporation in connection with the matters approved by the Corporation. Notwithstanding the foregoing, the Electric Power Producer shall have the right to carry out routine above-ground installation, maintenance, field testing and connections work without the approval of the Director of Transportation Services but, except in cases of emergency, the Electric Power Producer shall give the Director of Transportation Services 72 hours' notice of its intention to conduct such work.
7. In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Traffic Impact Study as well as a peer review of the Traffic Impact Study. The Electrical Power Producer shall be responsible for all road improvements identified in the Traffic Impact Study.
8. In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Road Impact Study as well as a peer review of the Road Impact Study. The Electrical Power Producer shall be responsible for all road improvements identified in the Road Impact Study. The Road Impact Study shall evaluate and identify upgrades required to:
 - a) Assess the structural integrity of the road considering the proposed Electrical Power Producer additional usage;
 - b) Assess the impacts of any drainage attributed to the development or Highway modifications
 - c) Assess the alignment and intersections considering the proposed Power Producer additional usage.
9. In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Structural Assessment Study of any bridges or culverts on the haul route and as well as a peer review of the Structural Assessment Study. The Electrical Power Producer shall be responsible for all bridge and culvert improvements identified in the Structural Assessment Study.
10. The Electrical Power Producer shall be required to obtain and comply with all requirements of a Grey County Encroachment Permit for work completed on the Highway Property. All work to be completed on the Highway property shall be designed and stamped by a Profession Engineer Ontario.
11. The Electrical Power Producer shall be required to obtain and comply with all requirements of the Grey County Entrance Permit.

12. Prior to the commencement of any construction work, the Electric Power Producer and the Corporation shall document, by means of Pavement Condition Index (PCI) surveys and Bridge Condition Index (BCI) inspections, or another means satisfactory to the Corporation acting reasonably, the then-existing condition of all Highways, including bridges, that the Electric Power Producer expects will or may be used for or subject to such work, and both parties shall receive a complete copy of such document. All costs for such PCI and BCI surveys and inspections shall be the responsibility of the Electric Power Producer.
13. The Electric Power Producer agrees that it will install Electrical Interconnections below-grade where and whenever feasible. If the Electric Power Producer and the Corporation jointly determine and agree that installation below-grade at a particular location would be unfeasible for environmental reasons or topographical or other obstacles, the Electric Power Producer shall consult with the Director of Transportation Services with respect to the installation of poles or other above-grade Electrical Interconnections. Before commencing any work, the Electric Power Producer will provide the Director of Transportation Services with a plan, which shall be drawn to scale (in S.I. units) and which is in a digital format acceptable to the Director of Transportation Services, showing the Highways where the work is proposed and the location and height or depth of the Electrical Interconnections or part thereof, together with specifications relating to the proposed Electric Interconnections or part thereof. For the purposes of this paragraph, work of the Electric Power Producer includes not only original installations, but also any and all repair or relocation work or additions to or replacements of any part of the Electrical Interconnections.
14. The Director of Transportation Services shall review the plans and specifications submitted by the Electric Power Producer and, acting reasonably, may approve the work, deny approval of the work or approve the work with any modifications to the plans and specifications and upon such terms and conditions as he or she considers in the best interest of the Corporation. No work, including any excavation, opening or other work which may disturb or interfere with any Highway or its traveled surface, shall be undertaken by the Electric Power Producer until the plans and specifications therefor have been approved in writing by the Director of Transportation Services and then the work shall be undertaken and completed in accordance with the approved plans and specifications with such modifications, if any, as may have been made by the Director of Transportation Services and in accordance with any terms and conditions that may have been included by the Director of Transportation Services.
15. For the purposes of paragraphs 6, 8 and 9 of this Agreement, if the work of the Electric Power Producer interferes with or may interfere with a municipal drain, the Drainage Superintendent, or other Person responsible for drainage matters appointed by the proper authority under the Drainage Act with respect to such municipal drain, shall have the same rights as the Director of Transportation Services to receive, review and consider the plans and specifications submitted by the Electric Power Producer and to deny approval of the work or to approve the work with such, if any, modifications to the plans and specifications and upon such terms and conditions as

- he or she, the Drainage Superintendent or other Person responsible for drainage matters, considers will best preserve effective operation and maintenance of the municipal drain.
16. The construction, installation, maintenance, repair and in-field identification (locates) of the Electrical Interconnections shall be the full and entire responsibility of the Electric Power Producer, and the approval or non-approval of a proposed work or the modification or the imposition of any terms and conditions in connection with the granting of approval shall not relieve the Electric Power Producer of responsibility for any errors or omissions or from the Electric Power Producer's obligation to construct, install, maintain, repair and identify the Electrical Interconnections in a good and complete manner and in accordance with sound and safe engineering practice.
 17. Before commencing any work, the Electric Power Producer shall join and maintain member status in the Ontario "One Call" service, to assist with in-field locates of the Electrical Interconnections. Upon the request of the Corporation or its officials or authorized agents, or at the request of any other Person, the Electric Power Producer shall, at its own expense, promptly and accurately identify the location of any part of its Electrical Interconnections within the County, including, if required, the depth of cover.
 18. In connection with work undertaken by the Electric Power Producer, the Electric Power Producer will not cut, trim or interfere with any trees on the Highways without the specific written approval of the Director of Transportation Services, not to be unreasonably withheld or delayed.
 19. Notwithstanding any other provisions of this Agreement, in the event of any emergency involving the Electrical Interconnections, the Electric Power Producer shall notify the responsible police force immediately upon becoming aware of the situation and shall do all that is necessary and desirable to control the emergency, including such line repair and other work in and to the Electrical Interconnections or the Highways as may be required for the purpose. As soon as it is convenient after the emergency is discovered, the Electric Power Producer shall advise the Director of Transportation Services or his representative by telephone and shall keep him or she advised throughout the emergency. Forthwith after it has become necessary for the Electric Power Producer to exercise its emergency powers under this paragraph, the Electric Power Producer shall make a written report to the Director of Transportation Services of what work was done and further work to be undertaken, if any, and seek the approval of the Director of Transportation Services for the further work as contemplated in the preceding paragraphs.
 20. Notwithstanding any other provisions of this Agreement, the Corporation and the Electric Power Producer agree that in the event that the failure to carry out work (which has not been approved within a reasonable time by the Director of Transportation Services and, if applicable, the Drainage Superintendent) would affect or interrupt the operations of the Electric Power Producer, the Electrical Interconnections or the power transmission grid to which the Electrical

- Interconnections connect, or in the event that the Electric Power Producer is required to carry out certain work by Applicable Law or by a Public Authority but which work has not been approved within a reasonable time by the Director of Transportation Services or the Drainage Superintendent, the Electric Power Producer shall not be obliged to obtain their prior approval for such work and entry upon the Highways to complete such work, but the Electric Power Producer shall (except in the case of an emergency) give the Director of Transportation Services and, if applicable the Drainage Superintendent, at least ten (10) days' written notice prior to commencing such work.
21. The Electric Power Producer shall restore, to the reasonable satisfaction of the Director of Transportation Services, all Highways which it may interfere with or modify in the course of constructing, repairing or removing the Electrical Interconnections, Road Work, or Entrance Work, and shall make good any settling or subsidence thereafter caused by such construction interference. Such restoration shall be to the same condition, as nearly as may be practicable, as was in existence when the excavation or interference commenced. If the Electric Power Producer fails at any time to do any work required by this paragraph within a reasonable time, the Corporation may undertake such restoration of the Highways, in which case the Electric Power Producer shall reimburse the Corporation for all of the reasonable direct costs of so doing as certified by the Director of Transportation Services; but if the Corporation does not choose to carry out the restoration, it shall be completed by the Electric Power Producer at the Electric Power Producer's sole expense.
 22. In the placing, maintaining, operating and repairing of the Electrical Interconnections or any part thereof, or undertaking the Road Work or Entrance Work, the Electric Power Producer will use care and diligence to ensure that there will be no unnecessary interference with any Highway or any other County works or improvements. If any additional County works or improvements are made necessary by reason of any work done or omitted to be done by the Electric Power Producer, those additional County Works or improvements will be done at the expense of the Electric Power Producer.
 23. The Electric Power Producer will indemnify and save harmless the Corporation from and against all claims, liability, loss, costs, damages or other expenses of every kind that the Corporation may incur or suffer as a consequence of personal injury, including death, and property damage, resulting from the negligence or willful misconduct of the Electric Power Producer, anyone directly or indirectly employed by the Electric Power Producer or anyone for whose acts the Electric Power Producer may be liable, in connection with the construction, maintenance, operation or repair of the Electrical Interconnections or any part thereof, except to the extent that such liability is contributed to, caused by, results from or is attributable to the willful or negligent acts or omissions of the Corporation, anyone directly or indirectly employed by the Corporation or anyone for whose acts the Corporation may be liable.
 24. The Electric Power Producer shall deliver to the Corporation evidence of insurance with an insurance company satisfactory to the Corporation, insuring to the extent

- insurable on reasonable commercial terms and subject to usual exclusions and reasonable deductibles for the joint benefit of the Electric Power Producer and the Corporation as an additional insured, against all claims, liability, loss, costs, damages or other expenses of every kind that the Corporation may incur or suffer as a consequence of personal injury, including death, and property damage, arising out of or in any way incurred or suffered in connection with the construction, maintenance, operation or repair of the Electrical Interconnections or any part thereof, which insurance shall provide coverage with limits of liability which shall not be less than (i) \$10,000,000 during the period from the commencement of the works envisioned hereunder until the Wind Project goes into commercial operation; and (ii) \$5,000,000 thereafter. The Electric Power Producer shall deliver to the Corporation, from time to time, and upon request from the Corporation, an insurance certificate providing evidence that such insurance is in full force and effect.
25. If either party is prevented from carrying out its obligations under this Agreement by reason of any cause beyond its control, such party shall be relieved from such obligations while such disability continues; provided however, that this paragraph shall not relieve the Electric Power Producer of any of its obligations to indemnify and insure the Corporation as contemplated in the preceding paragraph, and provided further that nothing herein shall require either party to settle any labour or similar dispute unless it is in the best interest of such party to do so.
26. The Corporation agrees, in the event of closing of any Highway, or any part of a Highway, to give the Electric Power Producer reasonable notice of such closing and to provide the Electric Power Producer, at no cost to the Electric Power Producer and prior to the closure of the applicable Highway, with easements, in registrable form, over that part of the Highway closed sufficient to allow the Electric Power Producer to preserve any part of the Electrical Interconnections in its then existing location, and to enter upon the closed highway to maintain and repair such part of the Electrical Interconnections on the terms and conditions set out in this Agreement.
27. The Electric Power Producer may elect to permanently discontinue the use of (“**abandon**”) any part of the Electrical Interconnections on at least sixty days prior written notice of such abandonment to the Corporation specifying the part of the Electrical Interconnections to be abandoned and the date when the abandonment will occur.
28. If during the term of this Agreement, the Electric Power Producer abandons any part or all of the Electrical Interconnections, it shall give notice thereof to the Corporation. The Electric Power Producer shall have the right to remove any parts of its Electrical Interconnections as have been abandoned and, if required by the Corporation within 90 days after the Electric Power Producer has given the Corporation notice of abandonment, the obligation to remove such parts of its Electrical Interconnections as have been abandoned that are at a depth of less than 1.2 metres below the surface. Any abandoned Electrical Interconnections at a depth of 1.2 metres or more below the surface may be left in place following abandonment. The Electric Power Producer shall deactivate any parts of abandoned Electrical Interconnections that are not

- removed and shall provide the Corporation with confirmation of such deactivation in writing together with a plan showing the location of the abandoned Electrical Interconnections, and such abandoned Electrical Interconnections shall thereafter be deemed to be the property of the Corporation.
29. This Agreement and the respective rights and obligations hereunder of the parties hereto are hereby declared to be subject to the provisions of all applicable statutes, regulations and County by-laws and to all orders made thereunder and from time to time remaining in effect. Notwithstanding the foregoing, the Corporation agrees that, during the first two (2) years of the term of this Agreement, fees charged by the County to the Electric Power Producer or its contractors in connection with the Wind Project for County permits, applications and approvals will not exceed the fees set out in Schedule(s) A & B and that no charge shall be made by the County for any permits, applications or approvals that the Electric Power Producer or its contractors may require from the County in connection with the Wind Project that are not listed in Schedule(s) A & B.
30. All notices, communications and requests for approval which may be or are required to be given by either party to the other herein shall be in writing and shall be given by delivery by courier or by facsimile addressed or sent as set out below or to such other address or facsimile numbers as from time to time be the subject of a notice:

To the Corporation:

County of Grey
 Transportation Services Department
 Owen Sound, Ontario- N4K 3E3
 Attention: Director of Transportation Services

595 9th Avenue East

To the Electric Power Producer:

Name of Electric Power Producer
 c/o Sub-Name, if applicable
 Address
 Address

Facsimile: (000) 000- 0000

Any notice, if delivered by courier, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the day it was received, whether or not such day is a business day.

31. The Electric Power Producer may not assign any part of this Agreement without the written approval of the Corporation, which may not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Electric Power Producer may assign any part of this Agreement without the prior approval of the Corporation to the following:
- a) any Affiliate of the Electric Power Producer; or
 - b) any entity succeeding to the business and assets of the Electric Power Producer, whether by way of sale, merger, amalgamation or consolidation; or
 - c) any entity (a “**Secured Party**”) holding security, whether by way of a mortgage, charge or other encumbrance of this Agreement or the Electrical Interconnections or any part of the Electrical Interconnections or by any other arrangement under which this Agreement or the Electrical Interconnections become security, for any indebtedness or other obligation;

(the above entities being hereinafter referred to as the “**Permitted Transferees**”).

The Electric Power Producer shall provide the Corporation with written notice of the assignment to a Permitted Transferee within thirty days of the occurrence of such assignment. Any assignment by the Electric Power Producer of any part of its interest in this Agreement is subject to the requirement that on or before the making of such assignment, the assignee (including a Permitted Transferee) shall agree in writing with the Corporation, both acting reasonably, to observe and perform all the obligations of the Electric Power Producer under this Agreement; provided however that in the case of an assignment to and assumption by a Secured Party, the Secured Party shall only agree to be bound by this Agreement in the event of a foreclosure or entry into possession of the Electrical Interconnections and then only while the Secured Party is in possession of or the owner of the Electrical Interconnections. Upon the assignment of this Agreement in accordance with the terms of this Agreement (other than to a Secured Party), the Electric Power Producer shall be released from all or such assigned portion of its obligations under this Agreement. The Corporation acknowledges that a change in control of the Electric Power Producer shall not be considered an assignment by the Electric Power Producer of this Agreement or of any of the Electric Power Producer’s rights and obligations under this Agreement.

32. The Corporation shall only have the right to assign, transfer or dispose of all or any part of its interest under this Agreement in conjunction with an assignment, transfer or disposition of its interest in all or any part of the Highways which are subject to this Agreement, in which case the Corporation shall provide the Electric Power Producer with written notice of any such assignment, transfer or other disposition within thirty days of its occurrence and any such assignment, transfer or disposition by the Corporation is subject to the requirement that on or before the making of such assignment, transfer or disposition, the assignee shall agree in writing with the Electric Power Producer (and in a form acceptable to the assignee and the Electric

Power Producer, both acting reasonably) to observe and perform all the obligations of the Corporation under this Agreement.

33. If the Electric Power Producer shall commit a breach of or fail to comply with any of the provisions of this Agreement, the Corporation may give the Electric Power Producer notice in writing specifying the breach complained of and indicating the intention of the Corporation to terminate the consent, permission and authority of the Corporation hereby granted to the Electric Power Producer unless the Electric Power Producer shall have remedied the breach within the period mentioned in the notice, which period shall not be less than one month, or unless the Electric Power Producer shall have within such notice period commenced to remedy the breach and have diligently pursued the remedying thereof, and such breach, in any event, has been remedied within 150 days after expiry of the original notice period. After the expiration of such period, the consent, permission and authority of the Corporation hereby given and granted to the Electric Power Producer may, at the option of the Corporation, be terminated, and the Corporation may thereupon repeal and cancel the By-law enabling this Agreement, in which event the respective rights and obligations of the parties with respect to the Electrical Interconnections shall be governed by applicable law.
34. Other or special conditions:
 - a) The Electric Power Producer shall pay the Corporation for the staff time required to process this Agreement, and as well the Electric Power Producer shall reimburse the Corporation for all reasonable legal fees incurred in connection with the review of this Agreement.
 - b) The Electric Power Producer shall provide the Corporation with a certified cheque in the amount of \$10,000.00 prior to the initial installation of the Electric Interconnections under this Agreement; and such funds shall be held in trust until the initial installation work is completed to the satisfaction of the Director of Transportation Services, acting reasonably; and in addition to any other remedies which may be available to the Corporation for breach of this Agreement, the Director of Transportation Services is authorized to apply such funds to see the proper completion of such initial installation work if it is not completed to his or her satisfaction, acting reasonably; and after the Director of Transportation Services is satisfied, acting reasonably, with the completed work, the funds shall be released, without interest, to the Electric Power Producer.
 - c) The Electric Power Producer shall pay the Corporation for staff time in reviewing the installation of the Electrical Interconnections and restoration work done on the Highways in accordance with the full cost recovery rates set out in Schedule A attached (such rates to be adjusted from time to time to reflect any increase in pay to such staff by the Corporation, provided that such increases are reasonable).
 - d) If the Corporation elects to repair or replace any road-related infrastructure (e.g., roads, bridges, culverts, ditches, etc.) and such work will require the temporary

relocation and reinstatement of any Electrical Interconnections, the Corporation will provide the Electric Power Producer with at least 3 months' written notice of such construction projects and will provide drawings, if available. If such notice is given within five (5) years of the date that the Director of Transportation Services has approved the plans and specifications for the affected Electrical Interconnections pursuant to paragraph 10 above, the Corporation shall be responsible for all costs related to the temporary relocation and reinstatement of such Electrical Interconnections and, if it is determined that routing or relocating such Electrical Interconnections will cause added infrastructure costs, all such incremental costs including any related costs for design, engineering, agency approvals and construction. After such five year period, or if such relocation and reinstatement during the five year period involve lowering the elevation of buried Electrical Interconnections as a result of an order of the Drainage Superintendent and have not previously been considered in the Corporation's capital spending plan, all such costs shall be the responsibility of the Electric Power Producer and shall be reimbursed to the Corporation within 30 days of receipt of a detailed invoice, together with appropriate supporting documentation. The Electric Power Producer acknowledges that the Director of Transportation Services is responsible for all decisions relating to road maintenance and capital projects, including preparation of project budget estimates.

- 35. This Agreement shall extend to, benefit and bind the parties hereto and their respective successors and assigns.
- 36. The Electric Power Producer shall provide the County with a copy of the Hydro One agreement for transmission or collector lines.
- 37. The Electric Power Producer shall enter into an agreement with the County regarding the placement and maintenance of all transmission lines placed on County property.

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the day first above written.

THE CORPORATION OF THE
COUNTY OF GREY

Per: _____

Per: _____

I/We have authority to bind the Corporation.

ELECTRIC POWER PRODUCER,
and its General Partner, SUB-NAME, (if applicable)

Per: _____

I have authority to bind the Corporation

Subject to Council Approval

APPENDIX 'V'

**CORRESPONDENCE BETWEEN COUNTY AND EAST DURHAM
DATED JUNE 27, 2013**

From: [Hoy, Pat](#)
To: [Dudek, Derek](#)
Cc: [Morrison, Sarah](#); [Rickel, Adam](#)
Subject: RE: East Durham Wind Project
Date: Thursday, June 27, 2013 11:05:07 AM

It's on my list to modify our current one (for fibre) to suit this case. Working on it, not sure on dates.

Jim Stevenson has been looking at your entrance permits, he's been having some issues and sometimes the Civic Address doesn't match the air photo. He should have them reviewed next week.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [mailto:[REDACTED]]
Sent: Thursday, June 27, 2013 11:01 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Hi Pat,

Any word on the draft RUA?

We were notified by the County that Council may be considering passing a motion to be "not a willing host" to turbines, and are concerned about impacts this may have on any progress we've made with the County to date.

Derek
519.318.0237

From: Hoy, Pat [mailto:[REDACTED]]
Sent: Thursday, May 23, 2013 10:28 AM
To: Rickel, Adam
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

The draft Road Use Agreement went to our solicitor this week so I wouldn't think it would be too long coming back.

We will start to review the haul routes and typical drawings shortly.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Rickel, Adam [\[mailto: \]](mailto:)
Sent: Thursday, May 23, 2013 10:17 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

Pat – In anticipation of the upcoming Road Use Agreement draft, I have attached a number of diagrams for your review. The first PDF shows the East Durham project heavy haul route including which intersections we propose utilizing for such heavy haul (there will need to be improvements on those intersections). The first zip file attached titled “Collection Location Maps and Typical’s” includes our proposed collection locations in County ROWs as well as typical collection cable installation drawings. The second zip file attached titled “Entrance Typical Drawings” shows our proposed entrance design and associated diagrams. Please review these documents and let myself and Travis Turner know if you have any questions or concerns. We would like to meet with you in the coming weeks, once we receive and review the draft Road Use Agreement, to discuss these designs/drawings as well as the agreement language and project timing. I look forward to hearing from you soon. Thank you.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: 561-304-6141
C: 561-236-6890

From: Hoy, Pat [\[mailto: \]](mailto:)
Sent: Thursday, May 16, 2013 7:15 AM
To: Rickel, Adam
Cc: Morrison, Sarah; Dudek, Derek
Subject: RE: East Durham Wind Project

Just to let everyone know, we’re still working through the agreement.

Patrick Hoy, P.Eng.
Engineering Manager
Grey County
595 9th Avenue East
Owen Sound, ON N4K 3E3
Phone: +1 [REDACTED]
Mobile: +1 [REDACTED]
Fax: +1 [REDACTED]
[REDACTED]

<http://www.grey.ca>
<http://www.visitgrey.ca>



From: Rickel, Adam [<mailto:> ██████████]
Sent: Monday, May 06, 2013 10:25 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek
Subject: Re: East Durham Wind Project

Great, thank you for the update Pat. In the meantime, is there anything further that you need from us at this point? Otherwise, we will await the form of Road Use Agreement.

Sincerely,
Adam Rickel

On May 6, 2013, at 7:46 AM, "Hoy, Pat" <Pat.Hoy@grey.ca> wrote:

Adam,
Our final agreement will be heading to our solicitor after this week. It should return shortly and we can begin modifying it to suit your project.

Patrick Hoy, P.Eng.
Engineering Manager
Grey County
595 9th Avenue East
Owen Sound, ON N4K 3E3
Phone: +1 ██████████
Mobile: +1 ██████████
Fax: +1 ██████████
██████████
<http://www.grey.ca>
<http://www.visitgrey.ca>



From: Rickel, Adam [<mailto:> ██████████]

Sent: Friday, May 03, 2013 9:15 AM
To: Hoy, Pat; Morrison, Sarah
Cc: Dudek, Derek; Rickel, Adam
Subject: East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC

████████████████████
████████████████████

APPENDIX 'W'

CORRESPONDENCE FROM COUNTY TO EAST DURHAM DATED JULY 9, 2013

Kneteman, Christie

From: Hoy, Pat <[REDACTED]>
Sent: July-09-13 8:03 AM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project
Attachments: Agreement for Electric Power Producers Facility Installations on Grey County Road Rights-of Way.pdf

Derek,
Attached is the DRAFT Service Agreement. This has yet to be approved by Council. It is currently being finalized by the Clerk's department but thought I may as well get it out to you.

Sorry for the prolonged delay.
Jim Stevenson was looking at the entrance permits yesterday and we should have some feedback on those shortly.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [mailto:[REDACTED]]
Sent: Wednesday, July 03, 2013 10:53 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Thanks Pat,
Anything we can do to help the process along, just ask.

Take care,

Derek Dudek | Community Relations Consultant
NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2
Canada
office: [REDACTED]
mobile: [REDACTED]

THIS IS A PRIVATE, CONFIDENTIAL COMMUNICATION

The information contained in this email is private and confidential, intended only for the use of the individual or entity named as addressee. If the recipient is not the intended recipient or the employee or the agent responsible for delivering the email to the intended recipient, you are hereby notified that any dissemination or copying of this information is strictly prohibited. If you have received this email in error, please contact us immediately at [REDACTED]

From: Hoy, Pat [mailto: [REDACTED]]
Sent: Thursday, June 27, 2013 11:04 AM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

It's on my list to modify our current one (for fibre) to suit this case. Working on it, not sure on dates. Jim Stevenson has been looking at your entrance permits, he's been having some issues and sometimes the Civic Address doesn't match the air photo. He should have them reviewed next week.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [mailto: [REDACTED]]
Sent: Thursday, June 27, 2013 11:01 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Hi Pat,
Any word on the draft RUA?
We were notified by the County that Council may be considering passing a motion to be "not a willing host" to turbines, and are concerned about impacts this may have on any progress we've made with the County to date.

Derek
[REDACTED]

From: Hoy, Pat [mailto: [REDACTED]]
Sent: Thursday, May 23, 2013 10:28 AM
To: Rickel, Adam
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

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We will start to review the haul routes and typical drawings shortly.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Rickel, Adam [mailto: [REDACTED]]
Sent: Thursday, May 23, 2013 10:17 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

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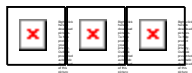
Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: [REDACTED]
C: [REDACTED]

From: Hoy, Pat [mailto: [REDACTED]]
Sent: Thursday, May 16, 2013 7:15 AM
To: Rickel, Adam
Cc: Morrison, Sarah; Dudek, Derek
Subject: RE: East Durham Wind Project

Just to let everyone know, we’re still working through the agreement.

Patrick Hoy, P.Eng.
Engineering Manager
Grey County
595 9th Avenue East
Owen Sound, ON N4K 3E3
Phone: +1 [REDACTED]
Mobile: +1 [REDACTED]
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From: Rickel, Adam [mailto: [REDACTED]]
Sent: Monday, May 06, 2013 10:25 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek
Subject: Re: East Durham Wind Project

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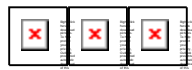
Sincerely,
Adam Rickel

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Patrick Hoy, P.Eng.
Engineering Manager
Grey County
595 9th Avenue East
Owen Sound, ON N4K 3E3
Phone: +1 [REDACTED]
Mobile: +1 [REDACTED]
Fax: +1 [REDACTED]
[REDACTED]

<http://www.grey.ca>
<http://www.visitgrey.ca>



From: Rickel, Adam [mailto: [REDACTED]]
Sent: Friday, May 03, 2013 9:15 AM
To: Hoy, Pat; Morrison, Sarah
Cc: Dudek, Derek; Rickel, Adam
Subject: East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: [REDACTED]
C: [REDACTED]

Agreement for Electric Power Producers Facility Installations on Grey County Road

Rights-of Way

This Agreement made in duplicate this ____day of _____ 2013

BETWEEN: THE CORPORATION OF THE COUNTY OF GREY
Hereinafter called the "County"

AND Electric Power Producer "Company"

WHEREAS the County and the Company consider it to be desirable that the Company be permitted access to various lands, being County road rights-of-way (R.O.W.), which are under the jurisdiction and control of the County, for the purpose of installing electrical facilities; and

NOW THEREFORE in consideration of the of green energy, the receipt and sufficiency of which, is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Definitions

"Basic Maintenance" means annual test measurements and field inspections to validate the operational characteristics of the electrical facilities as well as such activities as repair or replacement of faulty or obsolete equipment.

"Director" means the most senior Grey County official employed as staff to manage its Transportation Services Department.

"Emergency Maintenance" means such work and assistance as may be necessary to repair any electrical facilities which causes a service outage.

"Plant" means the electrical facilities transmission plant and all connections, attachments, and apparatus necessary for conveying telecommunications signals.

"R.O.W." means the area of land acquired for or devoted to the provision of a road, and in this agreement, it specifically refers to County-owned R.O.W.

3. Term

This Agreement shall be effective as of the date of execution, and shall run for a Term of twenty-one (21) years less-a-day.

4. Permission to Use Grey County R.O.W.'s

The County may grant to the Company permission to place, replace, maintain, and repair the Plant over, along, across, or under a portion of the R.O.W. Such permission extends only to the existing R.O.W.

Each separate Plant installation and/or replacement project shall be subject to approval by the Director through an Encroachment Permit application. The Encroachment Permit Procedure and Permit Application are attached to this Agreement as Schedules "A" and "B" respectively. If there are any changes to the Procedure or Permit in Schedules "A" and/or "B" respectively, the County will provide at least thirty (30) days' notice in writing to the Company of same.

Encroachment Permits under this Agreement shall not be subject to a fee.

4.1 Responsibilities of the Company in Obtaining Project-specific Approval:

4.1.1 Before commencing any work on a R.O.W. or causing any work to be commenced on a R.O.W., the Company shall, for each and every separate installation project, submit a completed Encroachment Permit application to the Director. The submitted application shall include a plan showing the R.O.W. and the proposed location of the Plant and specifications relating to it. All facility plans shall include the following:

- i. An electronic file reflecting the current configuration of the Plant (complete with proper coordinates). This file will either be a shape file (.shp extension) or an AutoCAD File (dwg or dxf extension). The required version of the files will be identified by the County at the time of submission, and the Parties acknowledge that the version required each time may evolve throughout the Term of the Agreement, based on changes in technology.
- ii. A minimum depth of facilities of 1.2m below the existing grade of the proposed location (encasement)
- iii. Placement of markers directly above the facility to identify the horizontal location
- iv. An outline of the recommended rehabilitation method and traffic control plan that will be used (as per Ontario Traffic Manual Book 7 and the Occupational Health and Safety Act).

4.1.2 Where extra space within the R.O.W. is required solely for the Company's purposes in terms of buffer space or for another reason, the Company shall include the additional space required within its proposed plans.

4.1.3 The Company acknowledges that no installation or replacement project work shall commence without an approved Encroachment Permit.

4.1.4 For all approved works, including maintenance and repairs, the Company shall submit a Field Work Request Form to the Director no less than 2 full working days prior to the intended work commencing, to ensure that the intended work doesn't conflict with any other scheduled work on the R.O.W. Such form is attached to this Agreement as Schedule "C". Provided there are no scheduling issues, the County shall not unnecessarily withhold permission. The format of the Schedule "C" form as required by the County may change from time to time throughout the Term of the Agreement. If so, the County will provide at least thirty (30) days' notice in writing to the Company of same.

4.1.5 In the case of after-hours emergency repairs, the Company shall call the published 24/7 County Transportation Services phone number and request that Grey County provide immediate approval for the Company to complete the necessary and identified emergency work.

4.1.6 The Company shall be responsible for obtaining all other Federal, Provincial, Conservation Authority, or Municipal approvals required in order to carry out the work and to notify all other utilities located on the R.O.W. of their interest. The Company shall obtain all other necessary approvals and shall comply with all applicable laws in making use of the R.O.W. pursuant to this Agreement.

4.2 Responsibilities of the Company Performing Work on the R.O.W.:

4.2.1 The Company shall, wherever practicable, use those parts of the R.O.W. adjacent to the fence lines, gravel, grass, or outer boundaries of the R.O.W.

4.2.2 Wherever the Company carries out work on the R.O.W. under this Agreement, it will be at its own expense and it shall restore the R.O.W. to a condition as good as it was in before the work was carried out or better, including fencing, trees, and vegetation, as deemed satisfactory by the County in writing.

4.2.3 If, while carrying out work on the R.O.W., the Company encounters or is approached by a third party also wishing to perform work on or use the R.O.W., the Company shall not permit any third party to use any R.O.W. occupied or used by the Company under this Agreement, unless the third party first provides evidence to the Company that it has entered into a written agreement with the County with respect to such use.

- 4.2.4 In the placing, replacing, maintaining, operating, and repairing of the Plant, the Company shall use care and diligence to ensure that there will be no unnecessary interference with the traveled portion of the R.O.W. or the ditches or drains adjoining it. If additional drains or ditches are made necessary by reason of any work done or omitted to be done by the Company, the County will, at the Company's expense, construct them during the continuance of this Agreement.
- 4.2.5 Where the work done under this Agreement may affect a municipal drain, the Company shall also file a copy of the Plan with the Clerk's office of the respective local municipality for purposes of the Drainage Act, or such other person designated by the respective municipality as being responsible for the drain.
- 4.2.6 The Company shall not cut, trim, or interfere with any trees on the R.O.W. without the approval in writing of the Director, or other person appointed by the County.
- 4.2.7 Where permission has been granted to cut, trim or remove any trees or brush on the R.O.W., all materials and brush are to be removed from the site and disposed of appropriately, and as per the County's corporate policy and procedure, attached as Schedule "D".
- 4.2.8 All work done under this Agreement is subject to the approval and direction of the Director, or his delegate, and the Company shall comply with any directions and orders that may be given by the Director or his delegate. Such delegate may include an inspector for the purpose of ensuring all work is performed by the Company in accordance with the plans filed under the terms of this Agreement. The Company shall reimburse the County for the cost of such inspection including wages, and all the payroll and travel expenses as may be reasonably associated with such inspection.
- 4.3 Responsibilities of the Company in Documenting Plants Completed on the R.O.W.:
- 4.3.1 Upon completion of any installation project, the Company shall deposit with the County an as-constructed plan in a format acceptable to the County of the Plant and the date of completion. The format of same required by the County may change from time to time throughout the Term of the Agreement. The as-constructed plan shall include the location of all equipment including the FOSCs. A record and copies of all approvals, plans, and other documentation made pursuant to the terms of this Agreement shall be maintained by the County.
- 4.3.2 The Company shall register all Plants installed on the R.O.W. with as-constructed plans and the date of completion with Ontario One Call.

5. Notification by County of Work to be Performed

If for any reason the County requires work to be completed within, or in close proximity to, any of the Company's Plant, the County shall contact the Company and inform the Company of the timing of the proposed work and the County employee to contact about it. The Company may send a representative to observe the work undertaken by the County in proximity to the Company's Plant and to request any reasonable precautions for such work in proximity to the Company's Plant. In the event that the Company does not send a representative and the Company's Plant is damaged, the County shall not be responsible for any such damage. Only the Company's personnel or contractors approved by the Company shall be permitted to work within any of the Company's Plant.

6. Limitations of Permission

The permission granted in this Agreement to use the R.O.W. is subject to the following:

- 6.1 The right of free use of the R.O.W. by all other persons entitled to it;
- 6.2 The rights of the owners of the property adjoining the R.O.W. to have full access to and from the R.O.W. and to construct crossings and approaches from their property;
- 6.3 The rights and privileges that the County may have previously granted to any persons, other utilities, etc. for use or occupation of the R.O.W.;
- 6.4 The rights and privileges that the County may grant to any persons, other utilities, etc. for use or occupation of the R.O.W. in the future provided such future rights and privileges shall recognize the Company's permission herein.
- 6.5 The Company shall not permit any lien to be filed or registered against any R.O.W.
- 6.6 The Company acknowledges that this Agreement does not create an interest in any land, howsoever arising; and in consideration of the rights and privileges granted herein, the Company does hereby release and revoke any claim to the land against the County, its successors and assigns.

7. Removal/ Replacement of Plant on Demand

The Company shall, within three (3) months of receipt of notice in writing from the County, remove, relocate, or alter, at its own expense, the Plant or any part of it. In default of the Company complying with the notice, the County may remove, relocate, or alter the Plant or any part of it described in the notice and charge the entire cost to the Company.

8. Notice of Proposed Sales and Closings/Alternative Easement

The County agrees, in the event of the proposed sale or closing of any R.O.W. or any part of a R.O.W. where there is an existing, active Plant in existence, to give the Company a minimum of 120 days' written notice of such proposed sale or closing.

9. Replacement during Term of Agreement

Where, in the opinion of the Company, replacement of the Plant is required during the Term of this Agreement, the Company may enter on the R.O.W. in order to replace the Plant in accordance with the following conditions:

- 9.1 It is agreed that any replacement of the Plant made pursuant to the provisions of this Section shall be considered as replacement only and all provisions of this Agreement shall remain in force as though the Plant replaced had been the original Plant placed during the Term of the Agreement.

10. Repairs

The Company may require access to the R.O.W. for the purpose of repairing any portion of the Plant which has been installed.

- 10.1 It may access the Plant at any time and prior approval of the County will not be required provided that all repair work will be carried out by the Company in accordance with any other procedures prescribed in writing by the Director from time to time. However, a Field Work Request Form must be submitted to the Director a minimum of 2 full working days prior to the intended start date for the scheduled work, and such written approval must be received back from the County prior to the work commencing.
- 10.2 Should any repair carried out by the Company materially affect any plan or other documentation required to be maintained pursuant to this Agreement, the Company shall file amendments to such plans or documentation with the County.

11. Road Requirements

11.1 In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Traffic Impact Study as well as a peer review of the Traffic Impact Study. The Electrical Power Producer shall be responsible for all road improvements identified in the Traffic Impact Study.

11.2 In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Road Impact Study as well as a peer review of the Road Impact Study. The Electrical Power Producer shall be responsible for all road improvements identified in the Road Impact Study. The Road Impact Study shall evaluate and identified upgrades required to:

- a) Assess the structural integrity of the road considering the proposed Electrical Power Producer additional usage;
- b) Assess the impacts of any drainage attributed to the development or Highway modifications

c) Assess the alignment and intersections considering the proposed Electrical Power Producer additional usage.

11.3. In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Structural Assessment Study of any bridges or culverts on the haul route and as well as a peer review of the Structural Assessment Study. The Electrical Power Producer shall be responsible for all bridge and culvert improvements identified in the Structural Assessment Study.

11.4. The Electrical Power Producer shall be required to obtain and comply with all requirements of a Grey County Encroachment Permit (should it be an encroachment or entrance permit??) for work completed on the Highway Property. All work to be completed on the Highway property shall be designed and stamped by a Profession Engineer Ontario.

11.5 The Electrical Power Producer shall be required to obtain and comply with all requirements of the Grey County Entrance Permit and any other such permits as required by the Corporation.

11.6. Prior to the commencement of any construction work, the Electric Power Producer and the Corporation shall document, by means of Pavement Condition Index (PCI) surveys and Bridge Condition Index (BCI) inspections, or another means satisfactory to the Corporation acting reasonably, the then-existing condition of all Highways, including bridges, that the Electric Power Producer expects will or may be used for or subject to such work, and both parties shall receive a complete copy of such document. All costs for such PCI and BCI surveys and inspections shall be the responsibility of the Electric Power Producer.

11.7 The Power Producer may be required to enter into a Road Occupancy Agreement depending on the extent of the road work required.

12. WSIB

12.1 The Company shall provide the County, prior to the commencement of any work on the R.O.W. under this Agreement, with a copy of its current Health and Safety Policy with respect to the operation of the various equipment being used, along with any and all current Health and Safety procedures relevant to the specific works to be performed.

12.2 The Company shall review and sign the County's Contractor Health and Safety Agreement, attached as Schedule "E" prior to performing any work on the R.O.W. under this Agreement. This shall be done once a year or once per project, whichever is less. The Parties acknowledge that the County may make changes to the document attached as Schedule "E" throughout the Term of the Agreement, and if so, the County shall notify the Company in writing of those changes.

12.3 The Company is responsible for all costs associated with the workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. The Company shall throughout the Term of the Agreement,

provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

13. Insurance

13.1 The Company shall during the entire term of this Agreement and any renewals thereof, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement. This insurance shall be primary, non-contributing with and not excess of any other insurance available to the County. The policies shall be underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include but not be limited to:

- 13.1.1 Commercial General liability insurance on a per occurrence basis for an amount of not less than Ten Million Dollars (\$10,000,000); such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. The Corporation of the County of Grey shall be named as an Additional Insured thereunder, with respect to the Company's operations, acts and omissions relating to its obligations under this Agreement. This policy shall not be invalidated as respects the interests of the County by reason of any breach or violation on any warranties, representations, declarations or conditions.
 - 13.1.2 Automobile Liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement, and/or as may be required by Applicable Laws.
 - 13.1.3 Insurance upon property of every description owned by the Company, or for which the Company is legally liable or installed by or on behalf of the Company and which is located within the R.O.W., on an All Risk basis for the full replacement cost thereof, as well as business interruption insurance in such amount as will reimburse the Company for direct or indirect loss of earnings attributable to an insured peril.
 - 13.1.4 Any other form or limits of insurance as the County, acting reasonably, may require from time to time throughout the Term of the Agreement in form, in amounts and for insurance risks against which a prudent person would insure.
- 13.2 As evidence of the required policies being in effect, the Company shall provide the County with Certificates of Insurance prior to the execution of this agreement, and upon each subsequent renewal period throughout the term of this Agreement.

13.3 The Company shall provide 30 days' prior written notice to the County in the event of any cancellation which reduces or restricts the insurance provided.

13.4 The Company agrees that if it fails to take out or keep in force any such insurance referred to in this section, or should any such insurance not be approved by the County, and should the Company not commence and proceed to diligently rectify the situation within forty eight (48) hours after written notice by the County, the County has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Company. The County shall be reimbursed as set out under the terms of this Agreement.

14. Designated Contact

The Company shall have a representative on the construction and/or maintenance site or provide the Director with the name of an official of the company or contractor who may be contacted with respect to any construction or maintenance activities being carried out by the Company.

15. Utility Coordination

The Company further agrees to participate in any utility coordinating committees or forums as may be established by the County, and to pay its proportionate share of the costs of the administration of such forums.

16. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered or sent by prepaid registered mail, email or fax to the party to whom it is directed at the address for service of that party set out below, or at such other address as either of the parties may by notice to the other specify.

In the case of the Notice to the County:

County Clerk
County of Grey,
595 9th Avenue East, Owen Sound, ON N4K 3E3
Email: [REDACTED]

And in the case of the Notice to the Company:

Address

Phone:

Fax:

Email:

Every such notice shall be deemed to have been received if personally delivered, at the time of such delivery; if e-mailed or sent by fax, on the next business day; and if sent by prepaid registered mail, at the end of three (3) business days after the mailing thereof.

17. Remedy of Violations

If the Company violates any of the conditions of this Agreement, the Company shall remedy the violation within thirty (30) days after receiving notice in writing as prescribed in Section 22 specifying the violation, in accordance with any direction which the County may give.

18. Termination

18.1 This Agreement may be terminated:

18.1.1 By either party, if at any time an order is made or an effective resolution passed for the winding-up, liquidation or dissolution of the other party which is not immediately stayed by appeal;

18.1.2 By a party, if at any time the other party consents to or makes a general assignment for the benefit of creditors, or makes a proposal under, or takes advantage of, any insolvency, restructuring or reorganization legislation, or is declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian or receiver and manager or other officer with similar powers is appointed of the other party or of all or substantially all of the other party's property which is not immediately stayed by appeal;

18.1.3 By a party, if the other party defaults in making a payment when due or in the performance or observance of any of the material terms, covenants or agreements on its part contained in this Agreement and such default continues for a period of thirty-one (31) days after notice thereof from the other party.

18.2 In the event of termination, if requested by the County, the Company will, at its own expense, remove the Plant at its own expense within sixty (60) days, or failing such removal, the Plant will either become the property of the County or will be removed by the County at the expense of the Company, at the discretion of the County.

19. Representations and Warranties

There are no express or implied representations, warranties or conditions whatsoever (including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose) with regard to the Fibre Optic Strands and all representations, warranties and conditions of any kind, express or implied, are, to the extent permitted by law, hereby excluded.

The County has made no representations or warranties as to the state of repair of the R.O.W.s or the suitability of same for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the R.O.W.s on an "as is" basis and that the County is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any hazardous substance from its R.O.W.s.

20. Payment Terms

All charges by a party that are payable by the other party under the terms of this Agreement and the Schedule(s) annexed hereto shall be payable 30 days from the date of the invoice. All invoices

that are outstanding for longer than 30 days shall be subject to interest charged at 1.5% per month compounded monthly (19.56% per annum) and shall run from the due date of the invoice until the date payment is received.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

22. Relationship of the Parties

Nothing herein contained shall be deemed to create and the parties do not intend to create any relationship of partner, agent or joint venture as between the County and the Company.

23. Schedules

The Schedule(s) annexed to this Agreement are integral to, and form part of, this Agreement.

24. Indemnity

The Company shall indemnify the County, its elected officials, employees and agents from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments (including legal fees on a solicitor/client basis and all other costs of defence thereof) or other proceedings made by any person, including but not limited to the Company's own employees, arising out of activities arising under this Agreement or in connection with the use and occupancy of the R.O.W. by the Company, its agents, servants, employees, or invitees whether or not liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments or other proceedings are caused by the Company's negligence, except to the extent they are caused by the negligence of the County. This indemnity shall extend to protect the County from construction liens by contractors, mechanics, material men, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.

In the event of any claims made or suits filed, the County shall give the Company timely written notice thereof, and the Company shall have the right to defend or settle the same to the extent of its interest hereunder. The Company shall promptly accept all responsibility to defend or settle such matters. Further, in the event it is necessary for the County to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be recoverable from the Company.

The Company agrees to assume all environmental liability relating to its use of the R.O.W., including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across and around the R.O.W. caused by:

- a) the operations of the Company in, on, under, along, across or around the R.O.W.; or
- b) any products or goods brought in, on, under, along, across or around the R.O.W. by the Company, or by any other person with the express or implied consent of the Company.

For the purpose of this section, "hazardous substance" means any hazardous substance and includes, but is not limited to, radiation, petroleum products and byproducts, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any statute, regulation, by-law or code, whether federal, provincial or municipal.

25. Waiver of Claims by Company

The Company places its Plants on the R.O.W. entirely at its own risk. The County, its elected officials, employees and agents shall not be responsible or liable in any way to the Company, its contractors, agents, or its customers for any damage or loss howsoever caused. This includes loss of service or loss of use by any customer users and the Company shall indemnify and hold the County and others harmless therefrom in accordance with Section 30.

26. Waiver of Compliance with this Agreement

No amendment, waiver or modification of any provision of this Agreement shall be binding on a party unless both parties consent to same in writing. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided in writing.

27. Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement or under any Schedule annexed hereto, except for the obligation to make any payments, shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, flood, wind storms, explosions, riots, natural disasters, human health emergencies, wars, sabotage, labour problems (including lock-outs, strikes and slowdowns), material failures, delays, shortages or unavailability, or court ordered injunction or order; provided that written notice of delay (including anticipated duration of the delay) shall be given by the affected party to the other party within three (3) days of the affected party first becoming aware of such event. In the event that force majeure continues for a period of one hundred and eighty (180) days or more, the parties may terminate this Agreement without liability to the other upon mutual agreement. In the event that force majeure discontinues and the parties continue work pursuant to this Agreement, then all time-frames by which work is to be completed shall be extended by the length of the delay.

28. Assignment

This Agreement may not be assigned, sold or transferred without the prior written consent of the other party. Notwithstanding the foregoing, the Company may, without consent, assign its rights and obligations under this Agreement in whole or in part to a person that directly or indirectly controls, is controlled by or is under common control with the Company or to a purchaser of all or a material portion of the Company' assets. A change of control of the Company shall not be considered an assignment of this Agreement. Any purported assignment, sale, or transfer in contravention of this Section shall be null and void.

29. Entire Agreement

This Agreement and Schedules attached hereto contain the entire agreement between the parties with respect to the matters set out herein and supersede all prior agreements, negotiations, representations and proposals, whether written or oral, dealing with the subject matter of this Agreement. There are no conditions, covenants, representations or warranties, express or implied, statutory or otherwise relating to the subject matter hereof, except as herein expressly provided.

30. Hydro One Agreement

The Electric Power Producer shall provide the County with a copy of the Hydro One agreement for transmission or collector lines. (Should we specify a timeline for this?)

IN WITNESS WHEREOF the parties have hereunto set their Corporate Seal, attested by the hands of its duly authorized officers.

THE CORPORATION OF THE COUNTY OF GREY

Warden, Duncan McKinlay

Clerk, Sharon Vokes

Packet-Tel Corporation

Insert name of signatory here

If 2nd signatory req'd, insert name of signatory here

I/We have authority to bind the Corporation.

Subject to Council Approval

Schedule "A"
Encroachment Permit Procedure

Subject to Council Approval

Schedule "B"
Grey County Encroachment Permit Application Form

Subject to Council Approval

Subject to Council Approval

Schedule "C"
Field Work Request Form

Subject to Council Approval

Schedule "D"
Tree Removal Procedure

Subject to Council Approval

Schedule "E"
Grey County Contractor Health and Safety Agreement

APPENDIX 'X'

**CORRESPONDENCE FROM EAST DURHAM TO COUNTY DATED
AUGUST 14, 2013**

Kneteman, Christie

From: Rickel, Adam
Sent: August-14-13 10:45 AM
To: Pat Hoy
Cc: Morrison, Sarah ([REDACTED]) ([REDACTED]) Grogins, Deborah; Dudek, Derek
Subject: Grey County_East Durham Wind, Inc._Road Use Agreement
Attachments: Agreement for Electric Power Producers Facility Installations on Grey Co....pdf; Blackline - RUA - County of Grey (original).pdf; NextEra - East Durham - RUA with County of Grey.docx; Grey County Wind Turbine agreement.pdf

Importance: High

Categories: Red Category

Pat – In response to your email on July 9 proposing a DRAFT Service Agreement (first PDF attached) for use as a Road Use Agreement for the proposed East Durham Wind Energy Centre, East Durham Wind, Inc. has provided comments and suggested changes to the document (changes are shown in the “Blackline” PDF and the word version depicts a clean copy incorporating all of East Durham’s modifications). Please note that the Service Agreement as proposed was, in many ways, not suitable for the type of project we are developing and many of the changes we suggested simply modify the document to fit a wind energy project. Other modifications and additions were taken from previously negotiated Road Use Agreements in other southwestern Ontario Counties. East Durham would appreciate the opportunity to discuss these changes with Grey County representatives as soon as is convenient for the County; myself and other East Durham representatives can shed light on the reasoning behind these changes and questions we had regarding the initial draft. Please propose available meeting times within the next two weeks and we will coordinate a meeting at Grey County’s offices.

The final PDF attached is linked to the email from you, Pat, to Rob Cascaden of IBI Group with the appropriate excerpt below; this seems to suggest that the “Grey County Wind Turbine agreement” is the form of Road Use (and covering other topics) the County would like to use and presumable would be in lieu of the Service Agreement proposed which East Durham commented on. This document seems to be more in line with our purposes and would be desired and the starting form of Road Use agreement, undoubtedly allowing for a faster and smoother agreement negotiation. Please confirm which document the County prefers to use as a starting point. Thank you.

From: Hoy, Pat [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Thursday, June 20, 2013 8:51 AM
To: Rob Cascaden
Subject: FW: 33713 - East Durham Wind - encroachment permits

Here’s the answer to your questions. We will also may require you to enter into this agreement identifying responsibilities.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: [REDACTED]
C: [REDACTED]

Agreement for Electric Power Producers Facility Installations on Grey County Road

Rights-of Way

This Agreement made in duplicate this ____day of _____ 2013

BETWEEN: THE CORPORATION OF THE COUNTY OF GREY
Hereinafter called the "County"

AND Electric Power Producer "Company"

WHEREAS the County and the Company consider it to be desirable that the Company be permitted access to various lands, being County road rights-of-way (R.O.W.), which are under the jurisdiction and control of the County, for the purpose of installing electrical facilities; and

NOW THEREFORE in consideration of the of green energy, the receipt and sufficiency of which, is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Definitions

"Basic Maintenance" means annual test measurements and field inspections to validate the operational characteristics of the electrical facilities as well as such activities as repair or replacement of faulty or obsolete equipment.

"Director" means the most senior Grey County official employed as staff to manage its Transportation Services Department.

"Emergency Maintenance" means such work and assistance as may be necessary to repair any electrical facilities which causes a service outage.

"Plant" means the electrical facilities transmission plant and all connections, attachments, and apparatus necessary for conveying telecommunications signals.

"R.O.W." means the area of land acquired for or devoted to the provision of a road, and in this agreement, it specifically refers to County-owned R.O.W.

3. Term

This Agreement shall be effective as of the date of execution, and shall run for a Term of twenty-one (21) years less-a-day.

4. Permission to Use Grey County R.O.W.'s

The County may grant to the Company permission to place, replace, maintain, and repair the Plant over, along, across, or under a portion of the R.O.W. Such permission extends only to the existing R.O.W.

Each separate Plant installation and/or replacement project shall be subject to approval by the Director through an Encroachment Permit application. The Encroachment Permit Procedure and Permit Application are attached to this Agreement as Schedules "A" and "B" respectively. If there are any changes to the Procedure or Permit in Schedules "A" and/or "B" respectively, the County will provide at least thirty (30) days' notice in writing to the Company of same.

Encroachment Permits under this Agreement shall not be subject to a fee.

4.1 Responsibilities of the Company in Obtaining Project-specific Approval:

4.1.1 Before commencing any work on a R.O.W. or causing any work to be commenced on a R.O.W., the Company shall, for each and every separate installation project, submit a completed Encroachment Permit application to the Director. The submitted application shall include a plan showing the R.O.W. and the proposed location of the Plant and specifications relating to it. All facility plans shall include the following:

- i. An electronic file reflecting the current configuration of the Plant (complete with proper coordinates). This file will either be a shape file (.shp extension) or an AutoCAD File (dwg or dxf extension). The required version of the files will be identified by the County at the time of submission, and the Parties acknowledge that the version required each time may evolve throughout the Term of the Agreement, based on changes in technology.
- ii. A minimum depth of facilities of 1.2m below the existing grade of the proposed location (encasement)
- iii. Placement of markers directly above the facility to identify the horizontal location
- iv. An outline of the recommended rehabilitation method and traffic control plan that will be used (as per Ontario Traffic Manual Book 7 and the Occupational Health and Safety Act).

4.1.2 Where extra space within the R.O.W. is required solely for the Company's purposes in terms of buffer space or for another reason, the Company shall include the additional space required within its proposed plans.

4.1.3 The Company acknowledges that no installation or replacement project work shall commence without an approved Encroachment Permit.

4.1.4 For all approved works, including maintenance and repairs, the Company shall submit a Field Work Request Form to the Director no less than 2 full working days prior to the intended work commencing, to ensure that the intended work doesn't conflict with any other scheduled work on the R.O.W. Such form is attached to this Agreement as Schedule "C". Provided there are no scheduling issues, the County shall not unnecessarily withhold permission. The format of the Schedule "C" form as required by the County may change from time to time throughout the Term of the Agreement. If so, the County will provide at least thirty (30) days' notice in writing to the Company of same.

4.1.5 In the case of after-hours emergency repairs, the Company shall call the published 24/7 County Transportation Services phone number and request that Grey County provide immediate approval for the Company to complete the necessary and identified emergency work.

4.1.6 The Company shall be responsible for obtaining all other Federal, Provincial, Conservation Authority, or Municipal approvals required in order to carry out the work and to notify all other utilities located on the R.O.W. of their interest. The Company shall obtain all other necessary approvals and shall comply with all applicable laws in making use of the R.O.W. pursuant to this Agreement.

4.2 Responsibilities of the Company Performing Work on the R.O.W.:

4.2.1 The Company shall, wherever practicable, use those parts of the R.O.W. adjacent to the fence lines, gravel, grass, or outer boundaries of the R.O.W.

4.2.2 Wherever the Company carries out work on the R.O.W. under this Agreement, it will be at its own expense and it shall restore the R.O.W. to a condition as good as it was in before the work was carried out or better, including fencing, trees, and vegetation, as deemed satisfactory by the County in writing.

4.2.3 If, while carrying out work on the R.O.W., the Company encounters or is approached by a third party also wishing to perform work on or use the R.O.W., the Company shall not permit any third party to use any R.O.W. occupied or used by the Company under this Agreement, unless the third party first provides evidence to the Company that it has entered into a written agreement with the County with respect to such use.

- 4.2.4 In the placing, replacing, maintaining, operating, and repairing of the Plant, the Company shall use care and diligence to ensure that there will be no unnecessary interference with the traveled portion of the R.O.W. or the ditches or drains adjoining it. If additional drains or ditches are made necessary by reason of any work done or omitted to be done by the Company, the County will, at the Company's expense, construct them during the continuance of this Agreement.
- 4.2.5 Where the work done under this Agreement may affect a municipal drain, the Company shall also file a copy of the Plan with the Clerk's office of the respective local municipality for purposes of the Drainage Act, or such other person designated by the respective municipality as being responsible for the drain.
- 4.2.6 The Company shall not cut, trim, or interfere with any trees on the R.O.W. without the approval in writing of the Director, or other person appointed by the County.
- 4.2.7 Where permission has been granted to cut, trim or remove any trees or brush on the R.O.W., all materials and brush are to be removed from the site and disposed of appropriately, and as per the County's corporate policy and procedure, attached as Schedule "D".
- 4.2.8 All work done under this Agreement is subject to the approval and direction of the Director, or his delegate, and the Company shall comply with any directions and orders that may be given by the Director or his delegate. Such delegate may include an inspector for the purpose of ensuring all work is performed by the Company in accordance with the plans filed under the terms of this Agreement. The Company shall reimburse the County for the cost of such inspection including wages, and all the payroll and travel expenses as may be reasonably associated with such inspection.
- 4.3 Responsibilities of the Company in Documenting Plants Completed on the R.O.W.:
- 4.3.1 Upon completion of any installation project, the Company shall deposit with the County an as-constructed plan in a format acceptable to the County of the Plant and the date of completion. The format of same required by the County may change from time to time throughout the Term of the Agreement. The as-constructed plan shall include the location of all equipment including the FOSCs. A record and copies of all approvals, plans, and other documentation made pursuant to the terms of this Agreement shall be maintained by the County.
- 4.3.2 The Company shall register all Plants installed on the R.O.W. with as-constructed plans and the date of completion with Ontario One Call.

5. Notification by County of Work to be Performed

If for any reason the County requires work to be completed within, or in close proximity to, any of the Company's Plant, the County shall contact the Company and inform the Company of the timing of the proposed work and the County employee to contact about it. The Company may send a representative to observe the work undertaken by the County in proximity to the Company's Plant and to request any reasonable precautions for such work in proximity to the Company's Plant. In the event that the Company does not send a representative and the Company's Plant is damaged, the County shall not be responsible for any such damage. Only the Company's personnel or contractors approved by the Company shall be permitted to work within any of the Company's Plant.

6. Limitations of Permission

The permission granted in this Agreement to use the R.O.W. is subject to the following:

- 6.1 The right of free use of the R.O.W. by all other persons entitled to it;
- 6.2 The rights of the owners of the property adjoining the R.O.W. to have full access to and from the R.O.W. and to construct crossings and approaches from their property;
- 6.3 The rights and privileges that the County may have previously granted to any persons, other utilities, etc. for use or occupation of the R.O.W.;
- 6.4 The rights and privileges that the County may grant to any persons, other utilities, etc. for use or occupation of the R.O.W. in the future provided such future rights and privileges shall recognize the Company's permission herein.
- 6.5 The Company shall not permit any lien to be filed or registered against any R.O.W.
- 6.6 The Company acknowledges that this Agreement does not create an interest in any land, howsoever arising; and in consideration of the rights and privileges granted herein, the Company does hereby release and revoke any claim to the land against the County, its successors and assigns.

7. Removal/ Replacement of Plant on Demand

The Company shall, within three (3) months of receipt of notice in writing from the County, remove, relocate, or alter, at its own expense, the Plant or any part of it. In default of the Company complying with the notice, the County may remove, relocate, or alter the Plant or any part of it described in the notice and charge the entire cost to the Company.

8. Notice of Proposed Sales and Closings/Alternative Easement

The County agrees, in the event of the proposed sale or closing of any R.O.W. or any part of a R.O.W. where there is an existing, active Plant in existence, to give the Company a minimum of 120 days' written notice of such proposed sale or closing.

9. Replacement during Term of Agreement

Where, in the opinion of the Company, replacement of the Plant is required during the Term of this Agreement, the Company may enter on the R.O.W. in order to replace the Plant in accordance with the following conditions:

- 9.1 It is agreed that any replacement of the Plant made pursuant to the provisions of this Section shall be considered as replacement only and all provisions of this Agreement shall remain in force as though the Plant replaced had been the original Plant placed during the Term of the Agreement.

10. Repairs

The Company may require access to the R.O.W. for the purpose of repairing any portion of the Plant which has been installed.

- 10.1 It may access the Plant at any time and prior approval of the County will not be required provided that all repair work will be carried out by the Company in accordance with any other procedures prescribed in writing by the Director from time to time. However, a Field Work Request Form must be submitted to the Director a minimum of 2 full working days prior to the intended start date for the scheduled work, and such written approval must be received back from the County prior to the work commencing.
- 10.2 Should any repair carried out by the Company materially affect any plan or other documentation required to be maintained pursuant to this Agreement, the Company shall file amendments to such plans or documentation with the County.

11. Road Requirements

11.1 In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Traffic Impact Study as well as a peer review of the Traffic Impact Study. The Electrical Power Producer shall be responsible for all road improvements identified in the Traffic Impact Study.

11.2 In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Road Impact Study as well as a peer review of the Road Impact Study. The Electrical Power Producer shall be responsible for all road improvements identified in the Road Impact Study. The Road Impact Study shall evaluate and identified upgrades required to:

- a) Assess the structural integrity of the road considering the proposed Electrical Power Producer additional usage;
- b) Assess the impacts of any drainage attributed to the development or Highway modifications

c) Assess the alignment and intersections considering the proposed Electrical Power Producer additional usage.

11.3. In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Structural Assessment Study of any bridges or culverts on the haul route and as well as a peer review of the Structural Assessment Study. The Electrical Power Producer shall be responsible for all bridge and culvert improvements identified in the Structural Assessment Study.

11.4. The Electrical Power Producer shall be required to obtain and comply with all requirements of a Grey County Encroachment Permit (should it be an encroachment or entrance permit??) for work completed on the Highway Property. All work to be completed on the Highway property shall be designed and stamped by a Profession Engineer Ontario.

11.5 The Electrical Power Producer shall be required to obtain and comply with all requirements of the Grey County Entrance Permit and any other such permits as required by the Corporation.

11.6. Prior to the commencement of any construction work, the Electric Power Producer and the Corporation shall document, by means of Pavement Condition Index (PCI) surveys and Bridge Condition Index (BCI) inspections, or another means satisfactory to the Corporation acting reasonably, the then-existing condition of all Highways, including bridges, that the Electric Power Producer expects will or may be used for or subject to such work, and both parties shall receive a complete copy of such document. All costs for such PCI and BCI surveys and inspections shall be the responsibility of the Electric Power Producer.

11.7 The Power Producer may be required to enter into a Road Occupancy Agreement depending on the extent of the road work required.

12. WSIB

12.1 The Company shall provide the County, prior to the commencement of any work on the R.O.W. under this Agreement, with a copy of its current Health and Safety Policy with respect to the operation of the various equipment being used, along with any and all current Health and Safety procedures relevant to the specific works to be performed.

12.2 The Company shall review and sign the County's Contractor Health and Safety Agreement, attached as Schedule "E" prior to performing any work on the R.O.W. under this Agreement. This shall be done once a year or once per project, whichever is less. The Parties acknowledge that the County may make changes to the document attached as Schedule "E" throughout the Term of the Agreement, and if so, the County shall notify the Company in writing of those changes.

12.3 The Company is responsible for all costs associated with the workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. The Company shall throughout the Term of the Agreement,

provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

13. Insurance

13.1 The Company shall during the entire term of this Agreement and any renewals thereof, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement. This insurance shall be primary, non-contributing with and not excess of any other insurance available to the County. The policies shall be underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include but not be limited to:

13.1.1 Commercial General liability insurance on a per occurrence basis for an amount of not less than Ten Million Dollars (\$10,000,000); such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. The Corporation of the County of Grey shall be named as an Additional Insured thereunder, with respect to the Company's operations, acts and omissions relating to its obligations under this Agreement. This policy shall not be invalidated as respects the interests of the County by reason of any breach or violation on any warranties, representations, declarations or conditions.

13.1.2 Automobile Liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement, and/or as may be required by Applicable Laws.

13.1.3 Insurance upon property of every description owned by the Company, or for which the Company is legally liable or installed by or on behalf of the Company and which is located within the R.O.W., on an All Risk basis for the full replacement cost thereof, as well as business interruption insurance in such amount as will reimburse the Company for direct or indirect loss of earnings attributable to an insured peril.

13.1.4 Any other form or limits of insurance as the County, acting reasonably, may require from time to time throughout the Term of the Agreement in form, in amounts and for insurance risks against which a prudent person would insure.

13.2 As evidence of the required policies being in effect, the Company shall provide the County with Certificates of Insurance prior to the execution of this agreement, and upon each subsequent renewal period throughout the term of this Agreement.

13.3 The Company shall provide 30 days' prior written notice to the County in the event of any cancellation which reduces or restricts the insurance provided.

13.4 The Company agrees that if it fails to take out or keep in force any such insurance referred to in this section, or should any such insurance not be approved by the County, and should the Company not commence and proceed to diligently rectify the situation within forty eight (48) hours after written notice by the County, the County has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Company. The County shall be reimbursed as set out under the terms of this Agreement.

14. Designated Contact

The Company shall have a representative on the construction and/or maintenance site or provide the Director with the name of an official of the company or contractor who may be contacted with respect to any construction or maintenance activities being carried out by the Company.

15. Utility Coordination

The Company further agrees to participate in any utility coordinating committees or forums as may be established by the County, and to pay its proportionate share of the costs of the administration of such forums.

16. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered or sent by prepaid registered mail, email or fax to the party to whom it is directed at the address for service of that party set out below, or at such other address as either of the parties may by notice to the other specify.

In the case of the Notice to the County:

County Clerk
County of Grey,
595 9th Avenue East, Owen Sound, ON N4K 3E3
Email: [REDACTED]

And in the case of the Notice to the Company:

Address

Phone:

Fax:

Email:

Every such notice shall be deemed to have been received if personally delivered, at the time of such delivery; if e-mailed or sent by fax, on the next business day; and if sent by prepaid registered mail, at the end of three (3) business days after the mailing thereof.

17. Remedy of Violations

If the Company violates any of the conditions of this Agreement, the Company shall remedy the violation within thirty (30) days after receiving notice in writing as prescribed in Section 22 specifying the violation, in accordance with any direction which the County may give.

18. Termination

18.1 This Agreement may be terminated:

18.1.1 By either party, if at any time an order is made or an effective resolution passed for the winding-up, liquidation or dissolution of the other party which is not immediately stayed by appeal;

18.1.2 By a party, if at any time the other party consents to or makes a general assignment for the benefit of creditors, or makes a proposal under, or takes advantage of, any insolvency, restructuring or reorganization legislation, or is declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian or receiver and manager or other officer with similar powers is appointed of the other party or of all or substantially all of the other party's property which is not immediately stayed by appeal;

18.1.3 By a party, if the other party defaults in making a payment when due or in the performance or observance of any of the material terms, covenants or agreements on its part contained in this Agreement and such default continues for a period of thirty-one (31) days after notice thereof from the other party.

18.2 In the event of termination, if requested by the County, the Company will, at its own expense, remove the Plant at its own expense within sixty (60) days, or failing such removal, the Plant will either become the property of the County or will be removed by the County at the expense of the Company, at the discretion of the County.

19. Representations and Warranties

There are no express or implied representations, warranties or conditions whatsoever (including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose) with regard to the Fibre Optic Strands and all representations, warranties and conditions of any kind, express or implied, are, to the extent permitted by law, hereby excluded.

The County has made no representations or warranties as to the state of repair of the R.O.W.s or the suitability of same for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the R.O.W.s on an "as is" basis and that the County is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any hazardous substance from its R.O.W.s.

20. Payment Terms

All charges by a party that are payable by the other party under the terms of this Agreement and the Schedule(s) annexed hereto shall be payable 30 days from the date of the invoice. All invoices

that are outstanding for longer than 30 days shall be subject to interest charged at 1.5% per month compounded monthly (19.56% per annum) and shall run from the due date of the invoice until the date payment is received.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

22. Relationship of the Parties

Nothing herein contained shall be deemed to create and the parties do not intend to create any relationship of partner, agent or joint venture as between the County and the Company.

23. Schedules

The Schedule(s) annexed to this Agreement are integral to, and form part of, this Agreement.

24. Indemnity

The Company shall indemnify the County, its elected officials, employees and agents from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments (including legal fees on a solicitor/client basis and all other costs of defence thereof) or other proceedings made by any person, including but not limited to the Company's own employees, arising out of activities arising under this Agreement or in connection with the use and occupancy of the R.O.W. by the Company, its agents, servants, employees, or invitees whether or not liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments or other proceedings are caused by the Company's negligence, except to the extent they are caused by the negligence of the County. This indemnity shall extend to protect the County from construction liens by contractors, mechanics, material men, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.

In the event of any claims made or suits filed, the County shall give the Company timely written notice thereof, and the Company shall have the right to defend or settle the same to the extent of its interest hereunder. The Company shall promptly accept all responsibility to defend or settle such matters. Further, in the event it is necessary for the County to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be recoverable from the Company.

The Company agrees to assume all environmental liability relating to its use of the R.O.W., including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across and around the R.O.W. caused by:

- a) the operations of the Company in, on, under, along, across or around the R.O.W.; or
- b) any products or goods brought in, on, under, along, across or around the R.O.W. by the Company, or by any other person with the express or implied consent of the Company.

For the purpose of this section, "hazardous substance" means any hazardous substance and includes, but is not limited to, radiation, petroleum products and byproducts, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any statute, regulation, by-law or code, whether federal, provincial or municipal.

25. Waiver of Claims by Company

The Company places its Plants on the R.O.W. entirely at its own risk. The County, its elected officials, employees and agents shall not be responsible or liable in any way to the Company, its contractors, agents, or its customers for any damage or loss howsoever caused. This includes loss of service or loss of use by any customer users and the Company shall indemnify and hold the County and others harmless therefrom in accordance with Section 30.

26. Waiver of Compliance with this Agreement

No amendment, waiver or modification of any provision of this Agreement shall be binding on a party unless both parties consent to same in writing. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided in writing.

27. Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement or under any Schedule annexed hereto, except for the obligation to make any payments, shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, flood, wind storms, explosions, riots, natural disasters, human health emergencies, wars, sabotage, labour problems (including lock-outs, strikes and slowdowns), material failures, delays, shortages or unavailability, or court ordered injunction or order; provided that written notice of delay (including anticipated duration of the delay) shall be given by the affected party to the other party within three (3) days of the affected party first becoming aware of such event. In the event that force majeure continues for a period of one hundred and eighty (180) days or more, the parties may terminate this Agreement without liability to the other upon mutual agreement. In the event that force majeure discontinues and the parties continue work pursuant to this Agreement, then all time-frames by which work is to be completed shall be extended by the length of the delay.

28. Assignment

This Agreement may not be assigned, sold or transferred without the prior written consent of the other party. Notwithstanding the foregoing, the Company may, without consent, assign its rights and obligations under this Agreement in whole or in part to a person that directly or indirectly controls, is controlled by or is under common control with the Company or to a purchaser of all or a material portion of the Company' assets. A change of control of the Company shall not be considered an assignment of this Agreement. Any purported assignment, sale, or transfer in contravention of this Section shall be null and void.

29. Entire Agreement

This Agreement and Schedules attached hereto contain the entire agreement between the parties with respect to the matters set out herein and supersede all prior agreements, negotiations, representations and proposals, whether written or oral, dealing with the subject matter of this Agreement. There are no conditions, covenants, representations or warranties, express or implied, statutory or otherwise relating to the subject matter hereof, except as herein expressly provided.

30. Hydro One Agreement

The Electric Power Producer shall provide the County with a copy of the Hydro One agreement for transmission or collector lines. (Should we specify a timeline for this?)

IN WITNESS WHEREOF the parties have hereunto set their Corporate Seal, attested by the hands of its duly authorized officers.

THE CORPORATION OF THE COUNTY OF GREY

Warden, Duncan McKinlay

Clerk, Sharon Vokes

Packet-Tel Corporation

Insert name of signatory here

If 2nd signatory req'd, insert name of signatory here

I/We have authority to bind the Corporation.

Subject to Council Approval

Schedule "A"
Encroachment Permit Procedure

Subject to Council Approval

Schedule "B"
Grey County Encroachment Permit Application Form

Subject to Council Approval

Subject to Council Approval

Schedule "C"
Field Work Request Form

Subject to Council Approval

Schedule "D"
Tree Removal Procedure

Subject to Council Approval

Schedule "E"
Grey County Contractor Health and Safety Agreement

~~Agreement for Electric Power Producers Facility Installations on Grey County Road~~ROAD
USE AGREEMENT FOR EAST DURHAM WIND INC.
ELECTRICAL INSTALLATIONS ON GREY COUNTY ROAD ALLOWANCES

~~Rights of Way~~

This Agreement made in duplicate this _____ day of _____ 2013

B E T W E E N:

THE CORPORATION OF THE COUNTY OF GREY

Hereinafter called the “County”

AND

~~Electric Power Producer~~

EAST DURHAM WIND, INC.

Hereinafter called the “Company”

WHEREAS the County and the Company consider it to be desirable that the Company be permitted ~~access~~ to make use of various lands, being County road rights-of-way (“**R.O.W.**”), which are under the jurisdiction and control of the County, for the ~~purpose~~ purposes of, *inter alia*, installing ~~electrical facilities; and~~, constructing, maintaining, operating and decommissioning Distribution Infrastructure (as defined below) and to make deliveries of materials and components to, and to allow for construction, operation and maintenance of the renewable energy generating facility owned by the Company and known as, the East Durham Wind Energy Centre (the “**Wind Project**”);

WHEREAS notwithstanding its statutory rights, the Company is entering into this Agreement with the County in respect of the use, installation, construction, maintenance and operation of certain Distribution Infrastructure on, over, under and within the R.O.W.;

WHEREAS the County hereby acknowledges the Company’s right to install, construct, maintain, operate and decommission such Distribution Infrastructure over, along, across or under the R.O.W., subject to the terms and conditions set forth below;

WHEREAS by virtue of the *Green Energy Act and Green Economy Act, 2009*, the Wind Project is not subject to Official Plan, Zoning By-laws and site plan controls;

WHEREAS the Company shall have the right to temporarily reconstruct or realign certain portions of the R.O.W. to permit delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles; and

WHEREAS the Company shall also have the right to connect access roads from Wind Project turbines to the R.O.W. to permit ongoing access to the wind turbines during Wind Project operations.

NOW THEREFORE in consideration of the ~~of green energy~~ payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and other good and valuable consideration, including the terms, covenants and provisions herein, the receipt and sufficiency of which, is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Definitions

~~“Basic Maintenance” means annual test measurements and field inspections to validate the operational characteristics of the electrical facilities as well as such activities as repair or replacement of faulty or obsolete equipment.~~

“Director” means the most senior Grey County official employed as staff to manage its Transportation Services Department.

“Distribution Infrastructure” means above ground or underground infrastructure and systems for the purposes of conveying electricity at voltages of 50 kilovolts or less and includes all structures, equipment or other things used for that purpose including, but not limited to, towers and/or poles, with such wires and/or cables (whether above ground or buried), for the distribution of electricity at voltages of 50 kilovolts or less, and all necessary and proper foundations, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith including without limitation, substation facilities and equipment, pads, vaults and junction boxes (whether above or below ground), manholes, handholes, conduits, fiber optics, cables, wires, lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines.

“Electrical Work” means installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating and removing of Distribution Infrastructure over, along, across, within or under the R.O.W. in connection with the Wind Project.

“Emergency Maintenance” means such work and assistance as may be necessary to repair any ~~electrical facilities~~ Distribution Infrastructure which causes a service outage, interferes with the operation of the Wind Project or jeopardizes public safety.

“Entrance(s)” means one or more points of access across and through the R.O.W. from the travelled portion of the R.O.W. connecting to private lands beyond and certain access roads in and upon adjacent lands used in connection with the Wind Project, as may be determined by the Company.

~~“Plant” means the electrical facilities transmission plant and all connections, attachments, and apparatus necessary for conveying telecommunications signals.~~ Entrance Work” means the constructing and maintaining of Entrances to private wind turbine access roads.

“Parties” means the County and the Company collectively, and “Party” means any one of them.

“Permits” means those permits required by the Company from the County for the purposes of performing the Work and for the purposes of use of the R.O.W., an exhaustive list of which is set out in Schedule “A” hereto along with all requirements for the issuance of such Permits and all fees associated with such Permits. [NTD: All Permits and fees required for the Work should be specified in this Agreement.]

“PPA” means the Feed-In Tariff Contract made between the Company and the Ontario Power Authority, including any amendments or renewals thereof.

“Road Work” means the temporary reconstruction or re-alignment of road sections, turns and intersections on the R.O.W. to permit the passage of overweight or over-size cargoes.

“R.O.W.” means the area of land used, acquired for or devoted to the provision of a road, public right of way, highway, street, sidewalk, walkway, driveway, ditch or boulevard, and in this agreement Agreement, it specifically refers to County-owned R.O.W.

~~2.~~, as shown on Schedule “■”. [NTD: Company to provide plan showing of all R.O.W. to be used and which will be attached as a schedule to this Agreement.]

“Secured Party” or “Secured Parties” means the Company’s lenders, from time to time.

“Tree Work” means the is cutting, trimming or removing trees or bushes growing in the R.O.W.

“Work” means all work required to be performed by the Company pursuant to the terms of this Agreement, including, but not limited to, the Electrical Work, Entrance Work, Road Work and Tree Work.

2. ~~3.~~ **Term**

This Agreement shall be effective as of the date of execution, and shall run for a ~~Term~~term of ~~twenty-one (21)~~fifty (50) years less-a-day (the “Term”).

~~4.~~ ~~Permission to Use Grey County R.O.W.’s~~

3. Grant and Transfer of Easement

Notwithstanding any statutory rights in favour of the Company, the County hereby grants and transfers to the Company for the duration of the Term, the non-exclusive right, privilege, interest, benefit and easement to enter upon and use the R.O.W. to the extent they remain under the jurisdiction of the County, with such persons, vehicles, equipment and machinery as may be necessary for the purpose of performing the Work over, along, across, within or under the R.O.W. in connection with the Wind Project, including, for greater certainty for the purposes of:

- (a) transporting materials, components and equipment including overweight or over-size cargoes across or along R.O.W. to provide for the construction, maintenance, repair, replacement, relocation or removal of wind turbines for the Wind Project;
- (b) performing the Road Work;
- (c) performing the Entrance Work provided that the Company first acquires at its own expense any property rights to private lands required for the Entrance Work, and use of such Entrances; and
- (d) ~~The County may grant to the Company permission to place, replace, maintain, and repair the Plant~~installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating and removing Distribution Infrastructure over, along, across, within or under ~~a portion of~~ the R.O.W. ~~Such permission extends only to the existing R.O.W. in connection with the Wind Project.~~

Each separate ~~Plant~~Distribution Infrastructure installation and/or replacement project shall be subject to approval by the Director through an Encroachment Permit application. The Encroachment Permit Procedure and Permit Application are attached to this Agreement as ~~Schedules~~Schedule “A” and “B” respectively. If there are any changes to the Procedure or Permit in ~~Schedules~~Schedule “A” and/or “~~AB~~” respectively, the County will provide at least thirty (30) days’ notice in writing to the Company of same.

Encroachment Permits under this Agreement shall not be subject to a fee as set out in Schedule “A”.

3.1 ~~4.1~~ **Responsibilities of the Company in Obtaining Project-specific Approval:**

3.1.1 ~~4.1.1~~ Before commencing any work on a R.O.W. or causing any work to be commenced on a R.O.W., the Company shall, for each and every separate installation project [NTD: County to confirm that only 1 permit is required which will cover all underground collection crossings], submit a completed Encroachment Permit application to the Director. The submitted application shall include a plan showing the R.O.W. and the proposed location of the ~~Plant~~Distribution Infrastructure and specifications relating to it. All facility plans shall include the following:

- (i) An electronic file reflecting the current configuration of the ~~Plant~~Distribution Infrastructure (complete with proper coordinates) [NTD: Exact location and deliverables to be discussed]. This file will either be a shape file (.shp extension) or an AutoCAD File (dwg or dxf extension). The required version of the files will be identified by the County at the time of submission, and the Parties acknowledge that the version required each time may evolve

throughout the Term of the Agreement, based on changes in technology.

- (ii) A minimum depth of facilities of 1.2m below the existing grade of the proposed location ~~(encasement)~~.
- (iii) Placement of markers directly above the facility to identify the horizontal location [NTD: County to provide additional information on this requirement].
- (iv) An outline of the recommended rehabilitation method and traffic control plan that will be used (as per Ontario Traffic Manual Book 7 and the Occupational Health and Safety Act).

3.1.2 ~~4.1.2~~ Where extra space within the R.O.W. is required solely for the Company's purposes in terms of buffer space or for another reason, the Company shall include the additional space required within its proposed plans.

3.1.3 ~~4.1.3~~ The Company acknowledges that no installation or replacement project work shall commence without an approved Encroachment Permit.

3.1.4 ~~4.1.4~~ For all approved works, including maintenance and repairs, the Company shall submit a Field Work Request Form to the Director no less than 2 full working days prior to the intended work commencing, to ensure that the intended work doesn't conflict with any other scheduled work on the R.O.W. Such form is attached to this Agreement as Schedule "C". Provided there are no scheduling issues, the County shall not unnecessarily withhold permission. The format of the Schedule "C" form as required by the County may change from time to time throughout the Term of the Agreement. If so, the County will provide at least thirty (30) days' notice in writing to the Company of same.

3.1.5 ~~4.1.5~~ In the case of after-hours emergency repairs, the Company shall call the published 24/7 County Transportation Services phone number, which, as of the date of this Agreement is ■ and ~~request that Grey County provide immediate approval for the Company to complete~~ notify the County of the emergency repairs which are required prior to the Company completing the necessary and identified emergency work.

3.1.6 ~~4.1.6~~ The Company shall be responsible for obtaining all other Federal, Provincial, ~~Conservation Authority~~, or Municipal approvals required in order to carry out the ~~work~~ Work and to notify all other utilities located on the R.O.W. of their interest. The Company shall obtain all other necessary approvals and shall comply with all applicable laws in making use of the R.O.W. pursuant to this Agreement.

3.2 ~~4.2~~ **Responsibilities of the Company Performing Work on the R.O.W.:**

- 3.2.1 ~~4.2.1~~ The Company shall, wherever practicable, use those parts of the R.O.W. adjacent to the fence lines, gravel, grass, or outer boundaries of the R.O.W.
- 3.2.2 ~~4.2.2~~ Wherever the Company ~~carries out work~~ or its agents, servants, employees, contractors or any other third party duly authorized by the Company (collectively, the “Company Parties”) carries out Work on the R.O.W. under this Agreement, it will be at its own expense and it shall restore the R.O.W. to a condition at least as good as it was in before the ~~work~~ Work was carried out ~~or better, including fencing, trees, and vegetation, as deemed satisfactory by,~~ to the reasonable satisfaction of the County in writing.
- 3.2.3 ~~4.2.3~~ If, while carrying out ~~work~~ Work on the R.O.W., the Company ~~encounters~~ Parties encounter or ~~is~~ are approached by a third party also wishing to perform work on or use the R.O.W., the Company Parties shall not permit any third party to use any R.O.W. occupied or used by the Company under this Agreement, unless the third party first provides evidence to the Company that it has entered into a written agreement with the County with respect to such use.
- 3.2.4 ~~4.2.4~~ In the placing, replacing, maintaining, operating, and repairing of the ~~Plant~~ Distribution Infrastructure, the Company shall use care and diligence to ensure that there will be no unnecessary interference with the traveled portion of the R.O.W. or the ditches or drains adjoining it. **If additional drains or ditches are made necessary by reason of any** ~~work done or omitted to be done by the Company~~ Work, the County will, at the Company’s expense, construct them during the continuance of this Agreement. **[NTD: To be discussed with County]**
- 3.2.5 ~~4.2.5~~ Where the ~~work~~ Work done under this Agreement may affect a municipal drain, the Company shall also file a copy of the Plan with the Clerk’s office of the respective local municipality for purposes of the *Drainage Act*, or such other person designated by the respective municipality as being responsible for the drain.
- ~~4.2.6~~ ~~The Company shall not cut, trim, or interfere with any trees on the R.O.W. without the approval in writing of the Director, or other person appointed by the County.~~
- 3.2.6 Notwithstanding applicable statutory rights, in the event the Company deems it necessary to perform Tree Work on the R.O.W., the Company shall be permitted to conduct the Tree Work provided that the Company makes commercially reasonable efforts to minimize the amount of Tree Work.

~~3.2.7~~ ~~4.2.7~~ ~~Where permission has been granted to cut, trim or remove any trees or brush on the R.O.W.~~ In the event that trees are removed from the R.O.W., the Company agrees, at its sole expense, to remove the tree stump to a level below grade and to restore and remediate the surface of the R.O.W. In the event of the Company performing any Tree Work, all materials and brush are to be removed from the site and disposed of appropriately, and as per the County's corporate policy and procedure, attached as Schedule "D". The Company shall provide written notice to the County of all Tree Work undertaken.

~~3.2.8~~ ~~4.2.8~~ ~~All workWork done under this Agreement is subject to the approval and~~ direction of the Director, or his delegate, acting reasonably and in good faith and in consultation with the Company [NTD: To be further discussed between the Parties], and the Company shall comply with any reasonable directions and orders that may be given by the Director or his delegate promptly in writing. Such delegate may include an inspector for the purpose of ensuring all workWork is performed by the Company in accordance with the plans filed under the terms of this Agreement. The Company shall reimburse the County for the costreasonable costs of such inspection including wages, and all the payroll and travel expenses of such delegate as may be reasonably associated with such inspection.

3.3 ~~4.3~~ **Responsibilities of the Company in Documenting Plants- CompletedDistribution Infrastructure on the R.O.W.:**

~~3.3.1~~ ~~4.3.1~~ ~~Upon~~ Within a reasonable period of time following completion of anythe installation projectof the Distribution Infrastructure, the Company shall deposit with the County an as-constructed plan in a format reasonably acceptable to the County of the Plant and the date of completion. The format of same required by the County may change from time to time throughout the Term of the AgreementDistribution Infrastructure and the date of the completion of such installation. The as-constructed plan shall include the location of all equipment including the FOSCs. A record and copies of all approvals, plans, and other documentation made pursuant to the terms of this Agreement shall be maintained by the County.Distribution Infrastructure.

~~3.3.2~~ ~~4.3.2~~ The Company shall register all PlantsDistribution Infrastructure installed on the R.O.W. with as-constructed plans and the date of completion of such installation with Ontario One Call.

4. ~~5.~~ **Notification by County of Work to be Performed**

If for any reason the County requires work to be completed within, or in close proximity to, any of the ~~Company's Plant~~ Distribution Infrastructure, the County shall contact the Company and inform the Company of the timing of the proposed work and the County employee to contact about it. The Company may send a representative to observe the work undertaken by the County

in proximity to the ~~Company's Plant~~Distribution Infrastructure and to request any reasonable precautions for such work in proximity to the ~~Company's Plant~~. ~~In the event that the Company does not send a representative and the Company's Plant is damaged, the County shall not be responsible for any such damage~~Distribution Infrastructure. Only the Company's personnel or contractors approved by the Company shall be permitted to work within any of the ~~Company's Plant~~Distribution Infrastructure.

5. ~~6.~~ Limitations of ~~Permission~~Easement

The ~~permission~~easement granted in this Agreement to use the R.O.W. is subject to the following:

- 5.1 ~~6.1~~ The right of free use of the R.O.W. by all other persons entitled to it;
- 5.2 ~~6.2~~ ~~The~~the rights of the owners of the property adjoining the R.O.W. to have full access to and from the R.O.W. and to construct crossings and approaches from their property;
- 5.3 ~~6.3~~ ~~The~~the rights and privileges that the County may have previously granted to any persons, other utilities, etc. for use or occupation of the R.O.W.;
- 5.4 ~~6.4~~ ~~The~~the rights and privileges that the County may grant to any persons, other utilities, etc. for use or occupation of the R.O.W. in the future provided such future rights and privileges shall recognize the Company's ~~permission~~easement herein; ~~and~~
- 5.5 ~~6.5~~ ~~The~~the Company shall not permit any lien to be filed or registered against any R.O.W.
- ~~6.6~~ ~~The Company acknowledges that this Agreement does not create an interest in any land, howsoever arising; and in consideration of the rights and privileges granted herein, the Company does hereby release and revoke any claim to the land against the County, <its successors and assigns>.~~

6. ~~7.~~ Removal/ Replacement of ~~Plant on Demand~~Distribution Infrastructure

~~The Company shall, within three (3) months of receipt of notice in writing from the County, remove, relocate, or alter, at its own expense, the Plant or any part of it. In default of the Company complying with the notice, the County may remove, relocate, or alter the Plant or any part of it described in the notice and charge the entire cost to the Company.~~

A. Upon Election of the Company

In the event that the Company wishes to relocate Distribution Infrastructure which has been previously installed in accordance with this Agreement, the Company shall notify the County of such request, in writing, and such request will thereafter be considered and administered by the County acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the County on the R.O.W., provided that, in considering and administering such request the County shall be entitled to take into

consideration any specific municipal or engineering interests affected by such relocation including any additional facilities> located within the R.O.W.<. Notwithstanding the foregoing, the County shall not be permitted to unreasonably withhold, delay or condition its approval for such request.

B. Required by the County

In the event that the County, acting reasonably and with diligence, deems it necessary to take up, remove, or modify the location of any part of the Distribution Infrastructure or Entrances (the “Relocation”), the required Relocation and any related installation work shall be conducted by the County, within a reasonable period of time and subject to force majeure. The County shall forthwith> reimburse the Company for <100% of its costs to carry out such Relocation and related installation work during the first ten (10) years following the date of substantial completion of the Work, and 50% of its costs to carry out such Relocation and related installation work during the remainder of the Term thereafter. For greater certainty, in the event that the Company determines that leave to construct or amendment thereto or any other approval is required from the Ontario Energy Board, or any successor thereof, with respect to the proposed Relocation or related installation work, then the County shall provide such reasonable period of time as is necessary for the Company to obtain such leave to construct, amendment or other approval before closing or disposing of the R.O.W., if applicable.

C. Required by Legislation or Lawful Order

In the event that Relocation is required as a result of the County’s compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the County to act, then the costs of the Relocation and/or related installation work associated with the installed Distribution Infrastructure shall be shared equally between the parties.

D. Required by Other Third Party

Where the Relocation is required due to the County accommodating a third party (hereinafter “Third Party Work”), the required Relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The County agrees to provide the Company with not less than one hundred and twenty (120) days’ prior notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from the amendment or Relocation as a condition precedent to any such amendment or Relocation.

7. ~~8.~~ Notice of Proposed Sales and Closings/Alternative Easement

The County agrees, in the event of the proposed sale or closing of any R.O.W. or any part of a R.O.W. where ~~there is an existing, active Plant in existence~~ Distribution Infrastructure is situated,

to give the Company a minimum of 120 days' prior written notice of such proposed sale or closing.

8. ~~9.~~ Replacement during Term of Agreement

Where, in the opinion of the Company, replacement of the Plant Distribution Infrastructure is required during the Term of this Agreement, the Company may enter on the R.O.W. in order to ~~replace the Plant in accordance with the following conditions:~~

- ~~9.1 It is agreed that any replacement of the Plant made pursuant to the provisions of this Section shall be considered as replacement only and~~ perform such replacement to the Distribution Infrastructure, provided that it is agreed that all provisions of this Agreement shall remain in force as though the Plant throughout the Term of this Agreement as though the Distribution Infrastructure replaced had been the original Plant placed during the Term of the Agreement. Distribution Infrastructure installed by the Company.

9. ~~10.~~ Repairs, Maintenance and Alterations

The Company may ~~require~~ access to the R.O.W. for the purpose of repairing, maintaining or altering any portion of the ~~Plant which has been installed. Distribution Infrastructure.~~ For greater certainty:

- ~~9.1 10.1~~ The Company may access the Plant Distribution Infrastructure at any time and prior approval of the County will not be required provided that all repair work will be carried out by the Company in accordance with the terms of this Agreement and any other reasonable procedures prescribed in writing by the Director from time to time. However, a Field Work Request Form ("**FWRF**") must be submitted to the Director a minimum of ~~2 full working~~ two (2) business days prior to the intended start date for the scheduled work, and such written approval must be received back from the County prior to the work commencing, provided however, that consent shall be deemed to be provided if the County fails to return the FWRF within two (2) business days from the date received by the County. The requirements of this Section 9.1 shall not apply in the event the Company needs to perform Emergency Maintenance to the Distribution Infrastructure.

- ~~9.2 10.2~~ Should any repair carried out by the Company materially affect any ~~plan~~ as-constructed plans or other documentation required to be maintained pursuant to this Agreement, the Company shall file amendments to such as-constructed plans or documentation with the County.

10. ~~11.~~ Road Requirements

- ~~11.1 In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall~~

10.1 No later than sixty (60) days prior to the commencement of the Work, unless such notice period is waived by the Company prior to the commencement of the Work ~~[NTD: To be discussed further - Company requires the ability to waive the 60-day notice period, if it so elects.]~~, the County may deliver written notice to the Company requiring the Company to complete and pay for a Traffic Impact Study as well as a peer review of the Traffic Impact Study. The ~~Electrical Power Producer~~ Company shall be responsible for all road improvements identified in the Traffic Impact Study- as being required as a direct result of the proposed Work.

10.2 ~~11.2 In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall~~ No later than sixty (60) days prior to the commencement of the Work, unless such notice period is waived by the Company prior to the commencement of the Work, the County may deliver written notice to the Company requiring the Company to complete and pay for a Road Impact Study as well as a peer review of the Road Impact Study. The ~~Electrical Power Producer~~ Company shall be responsible for all road improvements identified in the Road Impact Study as being required as a direct result of the proposed Work. The Road Impact Study shall evaluate and ~~identified~~ identify upgrades required to:

- (a) Assess the structural integrity of the ~~road~~R.O.W. considering the ~~proposed Electrical Power Producer additional usage~~installation and construction of the Distribution Infrastructure;
- (b) Assess~~assess~~ the impacts of any drainage attributed to the development or ~~Highway~~ modifications to the R.O.W.; and
- (c) Assess~~assess~~ the alignment and intersections considering the ~~proposed Electrical Power Producer additional usage~~installation and construction of the Distribution Infrastructure.

Following completion of the Road Impact Study and upon receipt of written request from the County, the Company shall deliver a copy of the Road Impact Study to the County within a reasonable period of time thereafter.

10.3 ~~11.3 In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall~~ No later than sixty (60) days prior to the commencement of the Work, unless such notice period is waived by the Company prior to the commencement of the Work, the County may deliver written notice to the Company requiring the Company to complete and pay for a Structural Assessment Study of any bridges or culverts on the haul route and as well as a peer review of the Structural Assessment Study. The ~~Electrical Power Producer~~ Company shall be responsible for all bridge and culvert improvements identified in the Structural Assessment Study- as being required as a direct result of the proposed Work. Following completion of the Structural Assessment Study and upon receipt of written request from the County, the Company shall deliver a copy of the Structural Assessment Study to the County within a reasonable period of time thereafter

- 10.4 ~~11.4~~ The ~~Electrical Power Producer~~ shall be required to obtain and comply with all requirements of a ~~Grey County Encroachment Permit (should it be an encroachment or entrance permit??)~~ for work completed on the Highway Property. All work to be completed on the Highway property shall be designed and stamped by a ~~Profession Engineer Ontario~~. Company shall be required to obtain all Permits from the County and pay the appropriate fees associated with obtaining the same, which fees are shown on Schedule "A" of this Agreement. The County shall issue all Permits within a reasonable period of time and without undue delay following receipt from the Company of its applications and fees.
- ~~11.5~~ The ~~Electrical Power Producer~~ shall be required to obtain and comply with all requirements of the ~~Grey County Entrance Permit~~ and any other such permits as required by the Corporation.
- ~~11.6~~ Prior to the commencement of any construction work, the ~~Electric Power Producer~~ and the Corporation shall document, by means of ~~Pavement Condition Index (PCI) surveys and Bridge Condition Index (BCI) inspections, or another means satisfactory to the Corporation acting reasonably, the then-existing condition of all Highways, including bridges, that the Electric Power Producer expects will or may be used for or subject to such work, and both parties shall receive a complete copy of such document. All costs for such PCI and BCI surveys and inspections shall be the responsibility of the Electric Power Producer.~~
- ~~11.7~~ The ~~Power Producer~~ may be required to enter into a ~~Road Occupancy Agreement~~ depending on the extent of the road work required.

11. ~~12.~~ WSIB

[NTD: The following section is subject to further review by Company.]

- 11.1 ~~12.1~~ The Company shall provide the County, prior to the commencement of any ~~work~~Work on the R.O.W. under this Agreement, with a copy of its current Health and Safety Policy with respect to the operation of the various equipment being used, along with any and all current Health and Safety procedures relevant to the ~~specific works~~Work to be performed.
- 11.2 ~~12.2~~ The Company shall review and sign the County's "Contractor Health and Safety Agreement", attached as Schedule "E" prior to performing any ~~work on the R.O.W.~~Work under this Agreement. ~~This shall be done once a year or once per project, whichever is less.~~ The Parties acknowledge that the County may make changes to the document attached as Schedule "E" throughout the Term of the Agreement, and if so, the County shall notify the Company in writing of those changes. within a reasonable period of time. [NTD: County to provide copy of Contractor Health and Safety Agreement.]
- 11.3 ~~12.3~~ The Company is responsible for all costs associated with the workplace accidents and all premiums or assessments owing to the Workplace Safety and

Insurance Board (WSIB), or insurance company. **[The Company shall throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the *Workplace Safety and Insurance Act* or insurance policy.]**~~[[NTD: Subject to further review and approval of the Company.]~~

12. ~~13.~~ Insurance

12.1 ~~13.1~~ The Company shall during the ~~entire term~~ **Term** of this Agreement and any renewals thereof, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement. This insurance shall be primary, non-contributing with and not excess of any other insurance available to the County. The policies shall be underwritten by an insurer ~~licensed to do business in the Province of Ontario~~ **rated A- VII or higher by A.M. Best Key Rating Guide**. Such policies shall include but not be limited to:

12.1.1 ~~13.1.1~~ Commercial General liability insurance on a per occurrence basis for an amount of not less than ~~Ten~~ **[Five Million Dollars (\$10,000,000)5,000,000]**; such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. The Corporation of the County of Grey shall be named as an Additional Insured thereunder, with respect to the Company's operations, acts and omissions relating to its obligations under this Agreement. ~~This policy shall not be invalidated as respects the interests of the County by reason of any breach or violation on any warranties, representations, declarations or conditions.~~

12.1.2 ~~13.1.2~~ Automobile Liability insurance for an amount not less than **[Five Million Dollars (\$5,000,000)]** on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement, and/or as may be required by Applicable Laws.

~~13.1.3 Insurance upon property of every description owned by the Company, or for which the Company is legally liable or installed by or on behalf of the Company and which is <located within the R.O.W.>, on an All Risk basis for the full replacement cost thereof, as well as business interruption insurance in such amount as will <reimburse the Company for> direct or indirect loss of earnings attributable to an insured peril.~~

~~13.1.4 Any other form or limits of insurance as the County, acting reasonably, may require from time to time throughout the Term of the Agreement in~~

~~form, in amounts and for insurance risks against which a prudent person would insure.~~

12.2 ~~13.2~~ As evidence of the required policies being in effect, the Company shall provide the County with ~~Certificates of Insurance~~ a copy of a certificate of insurance prior to the ~~execution of this agreement~~ commencement of the Work, and upon each subsequent renewal period throughout the term of this Agreement.

~~13.3 The Company shall provide 30 days' prior written notice to the County in the event of any cancellation which reduces or restricts the insurance provided.~~

12.3 ~~13.4~~ The Company agrees that if it fails to take out or keep in force any such insurance referred to in this section, ~~or should any such insurance not be approved by the County,~~ and should the Company not commence and proceed to diligently rectify the situation within ~~forty eight (48) hours~~ thirty (30) days after receipt of written notice by the County, the County has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Company. The County shall be reimbursed as set out under the terms of this Agreement.

13. ~~14.~~ Designated Contact

The Company shall ~~have a representative on the construction and/or maintenance site or~~ provide the Director with the name of an official of the ~~company~~ Company or contractor who may be contacted with respect to ~~any construction or maintenance activities~~ the Work being carried out by the Company.

15. ~~Utility Coordination~~

~~The Company further agrees to participate in any utility coordinating committees or forums as may be established by the County, and to pay its proportionate share of the costs of the administration of such forums.~~

14. ~~Intentionally Deleted~~

15. ~~16.~~ Notices

Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered or sent by prepaid registered mail, email or fax to the party to whom it is directed at the address for service of that party set out below, or at such other address as either of the parties may by notice to the other specify.

In the case of the Notice to the County:

County Clerk
County of Grey,
595 9th Avenue East, Owen Sound, ON N4K 3E3
Email: [REDACTED]

And in the case of the Notice to the Company:

Address

East Durham Wind, Inc.
ATTN: General Counsel
700 Universe Blvd.
Juno Beach, Florida 33408
Phone: [REDACTED]

~~Fax:~~ With a copy to:

Email:

East Durham Wind, Inc.
ATTN: Business Management
[390 Bay Street, Suite 1720
Toronto, Ontario M5H 2Y2
Phone: [REDACTED]

Every such notice shall be deemed to have been received if personally delivered, at the time of such delivery; if e-mailed or sent by fax, on the next business day; and if sent by prepaid registered mail, at the end of three (3) business days after the mailing thereof.

17. Remedy of Violations

~~If the Company violates any of the conditions of this Agreement, the Company shall remedy the violation within thirty (30) days after receiving notice in writing as prescribed in Section 22 specifying the violation, in accordance with any direction which the County may give.~~

16. Intentionally Deleted [NTD: See section 17.1]

17. ~~18.~~ Default and Termination

17.1 ~~18.1~~ This Agreement may be terminated:

17.1.1 ~~18.1.1~~ By either party, if at any time an order is made or an effective resolution passed for the winding-up, liquidation or dissolution of the other party which is not immediately stayed by appeal; or

17.1.2 ~~18.1.2~~ By ~~aby either~~ party, if at any time the other party consents to or makes a general assignment for the benefit of creditors, or makes a proposal under, or takes advantage of, any insolvency, restructuring or reorganization legislation, or is declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian or receiver and manager or other officer with similar powers is appointed of the other party or of all or substantially all of the other party's property which is not immediately stayed by appeal; or

17.1.3 ~~18.1.3~~ ~~By~~ by either party, if the other party defaults in making a payment when due ~~or~~ ~~< in the performance or observance of any of the material terms, covenants or agreements on its part contained in this Agreement >~~ and such default continues for a period of **[thirty-one (31)]** days after notice thereof from the other party~~;~~ or

17.1.4 by either party, if the other party defaults > in the performance or observance of any of the material terms, covenants or agreements on its part contained in this Agreement <and which default is continuing for a period of not less than sixty (60) days after written notice of such default is provided to the defaulting party. However, if the defaulting party shall have remedied such default or shall have commenced to remedy such default and has diligently pursued the remedying thereof within the sixty (60) days after the initial written notification of default, the defaulting party shall be allowed not less than one hundred and fifty (150) days after the expiry of the original notice period to remedy the default, or such longer period of time as is reasonable in the circumstances; or

17.1.5 by the Company, in the event the PPA expires or is terminated and not otherwise extended or renewed during the Term of this Agreement, and the Company do not secure an adequate replacement market for the electricity generated by the Wind Project within ninety (90) days of the expiry or termination of the PPA, this Agreement shall, at the option of the Company be terminated.

17.2 ~~18.2~~ ~~In the event of termination;~~ of this Agreement pursuant to Section 17.1, and if requested in writing by the County, the Company will, at its own expense, remove the ~~Plant at its own expense~~ Distribution Infrastructure within sixty (60) days or such longer period of time as is reasonable in the circumstances, or failing such removal, the ~~Plant~~ Distribution Infrastructure will either become the property of the County or will be removed by the County **[at the expense of the Company]**, at the discretion of the County acting reasonably.

17.3 Notwithstanding any expiry or termination of this Agreement in accordance with Sections 17.1 and 17.2 or otherwise, such expiry or termination shall not derogate from the Company's statutory rights, including the Company's statutory right under the *Electricity Act, 1998* to construct and install Distribution Infrastructure over, under or on any public street or highway in the County of Grey deemed necessary by the Company for the purpose of its distribution system.

18. ~~19.~~ Representations and Warranties

There are no express or implied representations, warranties or conditions whatsoever (including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose) with regard to the ~~Fibre-Optic Strands~~ Distribution Infrastructure and all representations, warranties and conditions of any kind, express or implied, are, to the extent permitted by law, hereby excluded.

The County ~~has made no representations or warranties as to the state of repair of the R.O.W.s or the suitability of same for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the R.O.W.s on an “as is” basis and that the County is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any hazardous substance from its R.O.W.s.~~ hereby represents and warrants in favour of the Company as follows:

- (a) the County has legal and beneficial title to the R.O.A. and full power and authority to grant the rights over the R.O.A. in the manner set out in this Agreement;
- (b) the execution and delivery of this Agreement by the County will not result in a material breach of any other agreement to which the County is a party and no rights, interests or privileges have been granted in respect of the R.O.A. by the County which will or could adversely affect the rights, interests or privileges granted to the Company hereunder;
- (c) it has obtained the full and unconditional due authorization for the execution and delivery of this Agreement by all required resolutions and other required municipal approvals;
- (d) it shall defend its title to the R.O.A. against any person or entity claiming any interest adverse to the County in the R.O.A. during the term of this Agreement, save and except where such adverse interest arises as a result of the act, omission, negligence or wilful misconduct of the Company or those for whom it is in law responsible; and
- (e) the Permits are the only permits, approvals, consents, or authority within the jurisdiction of the County required in connection with the Work and the fees set forth in [Schedule “A”] attached hereto are the only fees payable by the Company in connection with the Permits.

19. ~~20.~~ **Payment Terms**

All charges by a party that are payable by the other party under the terms of this Agreement and the Schedule(s) annexed hereto shall be payable 30 days from the date of the invoice. All invoices that are outstanding for longer than 30 days shall be subject to interest charged at 1.5% per month compounded monthly (19.56% per annum) and shall run from the due date of the invoice until the date payment is received.

20. ~~21.~~ **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

21. ~~22.~~ Relationship of the Parties

Nothing herein contained shall be deemed to create and the parties do not intend to create any relationship of partner, agent or joint venture as between the County and the Company.

22. ~~23.~~ Schedules

The Schedule(s) annexed to this Agreement are integral to, and form part of, this Agreement. [NTD: Schedules may need to be amended once the form of Agreement is settled. All Schedules to be finalized in discussions with County.]

23. ~~24.~~ Indemnity

The Company shall indemnify the County, its elected officials, employees and agents from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments (including reasonable legal fees on a solicitor/client basis ~~and all other costs of defence thereof~~) or other proceedings made by any person ("Claims"), including but not limited to the Company's own employees, arising out of activities arising under this Agreement or in connection with the use and occupancy of the R.O.W. by the Company, its agents, servants, employees, or invitees ~~whether or not liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments or other proceedings are caused by the Company's negligence,~~ except to the extent they are caused by the ~~negligence~~ negligent or intentional acts of the County or those for whom it is at law responsible. This indemnity shall extend to protect the County from construction liens by the Company's contractors, mechanics, material men, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.

In the event of any claims made or suits filed, the County shall give the Company timely written notice thereof, and the Company and its insurers shall have the right to defend or settle the same to the extent of its interest hereunder. The Company shall promptly accept all responsibility to defend ~~or settle such matters. Further, in the event it is necessary for the County to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be recoverable from~~ such matters and the control of such matters, including any settlement thereof, shall remain solely with the Company ~~or its insurers.~~

~~The Company agrees to assume all environmental liability relating to its use of the R.O.W., including but not limited to any liability for clean up of any hazardous substance in, on, under, along, across and around the R.O.W. caused by:~~

- ~~(a) the operations of the Company in, on, under, along, across or around the R.O.W.;~~
~~or~~
- ~~(b) any products or goods brought in, on, under, along, across or around the R.O.W. by the~~

~~Company, or by any other person with the express or implied consent of the Company.~~

~~For the purpose of this section, “hazardous substance” means any hazardous substance and includes, but is not limited to, radiation, petroleum products and byproducts, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any statute, regulation, by-law or code, whether federal, provincial or municipal.~~

Notwithstanding anything contained in this Agreement to the contrary, the County and the Company hereby agree that neither party shall be liable or responsible for, and the parties hereby release each other from all Claims in respect of indirect or consequential injury or damage, no matter how the same shall be caused.

[NTD: Company is prepared to add language that it will comply with all applicable environmental laws and regulations as well as anything dictated by applicable Ministries through the REA or other applicable permits or regulations.]

24. ~~25.~~ Waiver of Claims by Company

The Company places ~~its Plants~~the Distribution Infrastructure on the R.O.W. entirely at its own risk. The County, its elected officials, employees and agents shall not be responsible or liable in any way to the Company, its contractors, agents, or its customers for any damage or loss ~~howsoever, unless~~ caused. ~~This includes loss of service or loss of use by any customer users and the Company shall indemnify and hold the County and others harmless therefrom in accordance with Section 30.~~ by the negligent or intentional acts of the County or those for whom it is at law responsible.

25. ~~26.~~ Waiver of Compliance with this Agreement

No amendment, waiver or modification of any provision of this Agreement shall be binding on a party unless both parties consent to same in writing. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided in writing.

26. ~~27.~~ Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement or under any Schedule annexed hereto, except for the obligation to make any payments, shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, flood, wind, storms or other inclement weather, explosions, riots, natural disasters, human health emergencies, wars, sabotage, labour problems (including lock-outs, strikes and slowdowns), material failures, delays, shortages or unavailability, or court ordered injunction or order; provided that written notice of delay (including anticipated duration of the delay) shall be given by the affected party to the other party within three (3) days of the affected party first becoming aware of such event. In the event that force majeure continues for a period of one hundred and eighty (180) days or more, the parties may terminate this Agreement without liability to the other upon mutual agreement. In the event that force majeure discontinues and the parties continue work pursuant to this Agreement, then all time-frames by which work is to be completed shall be extended by the length of the delay.

27. ~~28.~~ Assignment

This Agreement may not be assigned, sold or transferred without the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, the Company may, without the consent of the County, assign its rights and obligations under this Agreement in whole or in part to a person that directly or indirectly controls, is controlled by or is under common control with the Company or to a purchaser of all or a material portion of the Company' assets. A change of control of the Company shall not be considered an assignment of this Agreement. ~~Any purported assignment, sale, or transfer in contravention of this Section shall be null and void.~~

For greater certainty and notwithstanding the foregoing, the Company shall also be entitled to assign this Agreement and all of its rights thereunder without the consent of the County to the Secured Parties as security for the Company's obligations to such Secured Parties which shall be further entitled to assign this Agreement and the Company's rights thereunder in connection with an enforcement of their security. The County hereby grants to any Secured Party the rights and remedies set forth in Schedule "F" hereto. In addition, the County will, from time to time, at the request of the Secured Party, promptly execute and deliver in favour of any Secured Party such consents and acknowledgements granting and confirming the rights and remedies hereunder and in Schedule "F" hereto. The County shall enter into any other reasonable agreements with the Secured Party, as may reasonably be required by The Company in order to obtain financing from the Secured Party.

28. ~~29.~~ Entire Agreement

This Agreement and Schedules attached hereto contain the entire agreement between the parties with respect to the matters set out herein and supersede all prior agreements, negotiations, representations and proposals, whether written or oral, dealing with the subject matter of this Agreement. There are no conditions, covenants, representations or warranties, express or implied, statutory or otherwise relating to the subject matter hereof, except as herein expressly provided.

29. ~~30.~~ Hydro One Agreement

The ~~Electric Power Producer~~ Company shall provide the County with a copy of the Hydro One agreement for transmission or collector lines. ~~(Should we specify a timeline for this?)~~ within a reasonable period of time upon receipt by the Company of the same.

30. Termination by the Company

The Company may, by notice in writing, terminate this Agreement at any time and upon delivery of such notice, this Agreement shall be at an end and the Company shall have no further obligation hereunder, but such termination shall not affect the Company's liability to the County to the date of termination.

31. Foreign Corrupt Practices Act

Notwithstanding anything to the contrary herein, County, in its administration of this Agreement, shall refrain from offering, giving or promising, > directly or indirectly, <money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, “anything of value” includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment, “governmental official” shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above.

[Signature page to follow.]

IN WITNESS WHEREOF the parties have hereunto set their Corporate Seal, attested by the hands of its duly authorized officers.

THE CORPORATION OF THE COUNTY OF GREY

Warden, Duncan McKinlay

Clerk, Sharon Vokes

~~Packet-Tel Corporation~~ EAST DURHAM WIND, INC.

Insert name of signatory here

If 2nd signatory req'd, insert name of signatory here

I/We have authority to bind the Corporation.

Schedule A

~~Enerochment Permit Procedure~~ Permits to be Issued by the County

[NTD: This should list all Permits required by the Company (e.g. Oversize/Overweight Permits, Entrance Permits, Drain Crossing Permits, Road Occupation/Excavation Permits). Should also include fees for issuance of such Permits and requirements with respect to applications for all Permits.]

Schedule B

Grey County Encroachment Permit Application Form

Schedule C

Field Work Request Form

Schedule D

Tree Removal Procedure

Schedule E

Grey County Contractor Health and Safety Agreement

Schedule F

Rights and Remedies Accorded to Secured Parties

1. The County will from time to time execute and deliver such consents and acknowledgements reasonably requested by the Secured Party.

2. The County agrees that, upon the Secured Party giving the County written notice of any security granted by the Company in the Agreement, the Secured Party will, without any further action being required, have the benefit of the following provisions until such time as the Secured Party advises the County in writing that its security is no longer in effect (and, if the Secured Party so requests, the County will (i) acknowledge in writing that the Secured Party so benefits from these provisions, or (ii) enter into a written agreement with the Secured Party substantially in accordance with these provisions):

- (a) the County will give prompt written notice to the Secured Party of any breach or default by the Company of its obligations under the Agreement in respect of which the County proposes to exercise any of its remedies;
- (b) the County will give the Secured Party the right to cure any breach or default by the Company under the Agreement, within a period of 90 days commencing on the later of (i) the expiry of the cure period afforded the Company under the Agreement, and (ii) the date on which the County gives the Secured Party notice of such breach or default pursuant to Section 2(a), or such longer period of time as the Secured Party may reasonably require to cure such breach or default; and no exercise by the County of any of its rights or remedies against the Company will be effective against the Company or the Secured Party unless the County has provided the Secured Party such notice and opportunity to cure.
- (c) the County will, at any time and from time to time, upon not less than ten (10) days' prior request by the Company or the Secured Party or proposed the Secured Party, execute any agreements, certificates or acknowledgements that the Company or the Secured Party may reasonably request with respect to this Agreement; and
- (d) all notices to the Secured Party from the County will be in writing and will be sent by personal delivery, registered mail, email or by fax to the address, email address or facsimile number of the Secured Party set out in any notice that the Secured Party delivers to the County.

3. The provisions of Section 2 will enure to the benefit of the Secured Party and > its successors and assigns<, and any rights conferred on the Secured Party by the terms of this

Schedule “F” or limiting its liability under the Agreement will benefit each receiver or receiver-manager appointed by the Secured Party or by a court of competent jurisdiction.

5. The County hereby acknowledges that the Company may grant security to a trustee or collateral agent acting on behalf of one or more lenders (a “**Collateral Agent**”), and the County hereby acknowledges and agrees that upon its receipt of notice that such security was granted, the Collateral Agent will be entitled to all of the rights of the Secured Party set forth in this Schedule “F” and such notice will constitute notice of the existence of the Collateral Agent as the Secured Party.

Document comparison by Workshare Compare on August-09-13 4:20:27 PM

Input:	
Document 1 ID	interwovenSite://INVENTORYS1/TorysAtWork/15687267/1
Description	#15687267v1<TorysAtWork> - NextEra - East Durham - RUA with County of Grey
Document 2 ID	interwovenSite://INVENTORYS1/TorysAtWork/15687267/3
Description	#15687267v3<TorysAtWork> - NextEra - East Durham - RUA with County of Grey
Rendering set	Strikeout

Legend:	
Insertion	
Deletion	
< Moved from >	
> Moved to <	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	276
Deletions	249
Moved from	5
Moved to	5
Style change	0
Format changed	0
Total changes	535

**ROAD USE AGREEMENT FOR EAST DURHAM WIND INC.
ELECTRICAL INSTALLATIONS ON GREY COUNTY ROAD ALLOWANCES**

This Agreement made in duplicate this _____ day of _____ 2013

B E T W E E N:

THE CORPORATION OF THE COUNTY OF GREY

Hereinafter called the “**County**”

AND

EAST DURHAM WIND, INC.

Hereinafter called the “**Company**”

WHEREAS the County and the Company consider it to be desirable that the Company be permitted to make use of various lands, being County road rights-of-way (“**R.O.W.**”), which are under the jurisdiction and control of the County, for the purposes of, *inter alia*, installing, constructing, maintaining, operating and decommissioning Distribution Infrastructure (as defined below) and to make deliveries of materials and components to, and to allow for construction, operation and maintenance of the renewable energy generating facility owned by the Company and known as, the East Durham Wind Energy Centre (the “**Wind Project**”);

WHEREAS notwithstanding its statutory rights, the Company is entering into this Agreement with the County in respect of the use, installation, construction, maintenance and operation of certain Distribution Infrastructure on, over, under and within the R.O.W.;

WHEREAS the County hereby acknowledges the Company’s right to install, construct, maintain, operate and decommission such Distribution Infrastructure over, along, across or under the R.O.W., subject to the terms and conditions set forth below;

WHEREAS by virtue of the *Green Energy Act and Green Economy Act, 2009*, the Wind Project is not subject to Official Plan, Zoning By-laws and site plan controls;

WHEREAS the Company shall have the right to temporarily reconstruct or realign certain portions of the R.O.W. to permit delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles; and

WHEREAS the Company shall also have the right to connect access roads from Wind Project turbines to the R.O.W. to permit ongoing access to the wind turbines during Wind Project operations.

NOW THEREFORE in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and other good and valuable consideration, including the terms, covenants and provisions herein, the receipt and sufficiency of which, is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Definitions

“Director” means the most senior Grey County official employed as staff to manage its Transportation Services Department.

“Distribution Infrastructure” means above ground or underground infrastructure and systems for the purposes of conveying electricity at voltages of 50 kilovolts or less and includes all structures, equipment or other things used for that purpose including, but not limited to, towers and/or poles, with such wires and/or cables (whether above ground or buried), for the distribution of electricity at voltages of 50 kilovolts or less, and all necessary and proper foundations, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith including without limitation, substation facilities and equipment, pads, vaults and junction boxes (whether above or below ground), manholes, handholes, conduits, fiber optics, cables, wires, lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines.

“Electrical Work” means installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating and removing of Distribution Infrastructure over, along, across, within or under the R.O.W. in connection with the Wind Project.

“Emergency Maintenance” means such work and assistance as may be necessary to repair any Distribution Infrastructure which causes a service outage, interferes with the operation of the Wind Project or jeopardizes public safety.

“Entrance(s)” means one or more points of access across and through the R.O.W. from the travelled portion of the R.O.W. connecting to private lands beyond and certain access roads in and upon adjacent lands used in connection with the Wind Project, as may be determined by the Company.

“Entrance Work” means the constructing and maintaining of Entrances to private wind turbine access roads.

“Parties” means the County and the Company collectively, and **“Party”** means any one of them.

“Permits” means those permits required by the Company from the County for the purposes of performing the Work and for the purposes of use of the R.O.W., an exhaustive list of which is set out in Schedule “A” hereto along with all requirements for the issuance of such Permits and all fees associated with such Permits. **[NTD: All Permits and fees required for the Work should be specified in this Agreement.]**

“PPA” means the Feed-In Tariff Contract made between the Company and the Ontario Power Authority, including any amendments or renewals thereof.

“**Road Work**” means the temporary reconstruction or re-alignment of road sections, turns and intersections on the R.O.W. to permit the passage of overweight or over-size cargoes.

“**R.O.W.**” means the area of land used, acquired for or devoted to the provision of a road, public right of way, highway, street, sidewalk, walkway, driveway, ditch or boulevard, and in this Agreement, it specifically refers to County-owned R.O.W., as shown on Schedule “**■**”. [NTD: **Company to provide plan showing of all R.O.W. to be used and which will be attached as a schedule to this Agreement.**]

“**Secured Party**” or “**Secured Parties**” means the Company’s lenders, from time to time.

“**Tree Work**” means the is cutting, trimming or removing trees or bushes growing in the R.O.W.

“**Work**” means all work required to be performed by the Company pursuant to the terms of this Agreement, including, but not limited to, the Electrical Work, Entrance Work, Road Work and Tree Work.

2. Term

This Agreement shall be effective as of the date of execution, and shall run for a term of fifty (50) years less-a-day (the “**Term**”).

3. Grant and Transfer of Easement

Notwithstanding any statutory rights in favour of the Company, the County hereby grants and transfers to the Company for the duration of the Term, the non-exclusive right, privilege, interest, benefit and easement to enter upon and use the R.O.W. to the extent they remain under the jurisdiction of the County, with such persons, vehicles, equipment and machinery as may be necessary for the purpose of performing the Work over, along, across, within or under the R.O.W. in connection with the Wind Project, including, for greater certainty for the purposes of:

- (a) transporting materials, components and equipment including overweight or over-size cargoes across or along R.O.W. to provide for the construction, maintenance, repair, replacement, relocation or removal of wind turbines for the Wind Project;
- (b) performing the Road Work;
- (c) performing the Entrance Work provided that the Company first acquires at its own expense any property rights to private lands required for the Entrance Work, and use of such Entrances; and
- (d) installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating and removing Distribution Infrastructure over, along, across, within or under the R.O.W. in connection with the Wind Project.

Each separate Distribution Infrastructure installation and/or replacement project shall be subject to approval by the Director through an Encroachment Permit application. The Encroachment Permit Procedure and Permit Application are attached to this Agreement as Schedule “A” and

“B” respectively. If there are any changes to the Procedure or Permit in Schedule “A” and/or “B” respectively, the County will provide at least thirty (30) days’ notice in writing to the Company of same.

Encroachment Permits under this Agreement shall not be subject to a fee as set out in Schedule “A”.

3.1 Responsibilities of the Company in Obtaining Project-specific Approval:

3.1.1 Before commencing any work on a R.O.W. or causing any work to be commenced on a R.O.W., the Company shall, for each and every separate installation project **[NTD: County to confirm that only 1 permit is required which will cover all underground collection crossings]**, submit a completed Encroachment Permit application to the Director. The submitted application shall include a plan showing the R.O.W. and the proposed location of the Distribution Infrastructure and specifications relating to it. All facility plans shall include the following:

- (i) An electronic file reflecting the current configuration of the Distribution Infrastructure (complete with proper coordinates) **[NTD: Exact location and deliverables to be discussed]**. This file will either be a shape file (.shp extension) or an AutoCAD File (dwg or dxf extension). The required version of the files will be identified by the County at the time of submission, and the Parties acknowledge that the version required each time may evolve throughout the Term of the Agreement, based on changes in technology.
- (ii) A minimum depth of facilities of 1.2m below the existing grade of the proposed location.
- (iii) Placement of markers directly above the facility to identify the horizontal location **[NTD: County to provide additional information on this requirement]**.
- (iv) An outline of the recommended rehabilitation method and traffic control plan that will be used (as per Ontario Traffic Manual Book 7 and the Occupational Health and Safety Act).

3.1.2 Where extra space within the R.O.W. is required solely for the Company’s purposes in terms of buffer space or for another reason, the Company shall include the additional space required within its proposed plans.

3.1.3 The Company acknowledges that no installation or replacement project work shall commence without an approved Encroachment Permit.

3.1.4 For all approved works, including maintenance and repairs, the Company shall submit a Field Work Request Form to the Director no less than 2 full

working days prior to the intended work commencing, to ensure that the intended work doesn't conflict with any other scheduled work on the R.O.W. Such form is attached to this Agreement as Schedule "C". Provided there are no scheduling issues, the County shall not unnecessarily withhold permission. The format of the Schedule "C" form as required by the County may change from time to time throughout the Term of the Agreement. If so, the County will provide at least thirty (30) days' notice in writing to the Company of same.

- 3.1.5 In the case of after-hours emergency repairs, the Company shall call the published 24/7 County Transportation Services phone number, which, as of the date of this Agreement is ■ and notify the County of the emergency repairs which are required prior to the Company completing the necessary and identified emergency work.
- 3.1.6 The Company shall be responsible for obtaining all other Federal, Provincial or Municipal approvals required in order to carry out the Work and to notify all other utilities located on the R.O.W. of their interest. The Company shall obtain all other necessary approvals and shall comply with all applicable laws in making use of the R.O.W. pursuant to this Agreement.

3.2 **Responsibilities of the Company Performing Work on the R.O.W.:**

- 3.2.1 The Company shall, wherever practicable, use those parts of the R.O.W. adjacent to the fence lines, gravel, grass, or outer boundaries of the R.O.W.
- 3.2.2 Wherever the Company or its agents, servants, employees, contractors or any other third party duly authorized by the Company (collectively, the "**Company Parties**") carries out Work on the R.O.W. under this Agreement, it will be at its own expense and it shall restore the R.O.W. to a condition at least as good as it was in before the Work was carried out, to the reasonable satisfaction of the County in writing.
- 3.2.3 If, while carrying out Work on the R.O.W., the Company Parties encounter or are approached by a third party also wishing to perform work on or use the R.O.W., the Company Parties shall not permit any third party to use any R.O.W. occupied or used by the Company under this Agreement, unless the third party first provides evidence to the Company that it has entered into a written agreement with the County with respect to such use.
- 3.2.4 In the placing, replacing, maintaining, operating, and repairing of the Distribution Infrastructure, the Company shall use care and diligence to ensure that there will be no unnecessary interference with the traveled portion of the R.O.W. or the ditches or drains adjoining it. **[If additional**

drains or ditches are made necessary by reason of any Work, the County will, at the Company's expense, construct them during the continuance of this Agreement.][NTD: To be discussed with County]

- 3.2.5 Where the Work done under this Agreement may affect a municipal drain, the Company shall also file a copy of the Plan with the Clerk's office of the respective local municipality for purposes of the *Drainage Act*, or such other person designated by the respective municipality as being responsible for the drain.
- 3.2.6 Notwithstanding applicable statutory rights, in the event the Company deems it necessary to perform Tree Work on the R.O.W., the Company shall be permitted to conduct the Tree Work provided that the Company makes commercially reasonable efforts to minimize the amount of Tree Work.
- 3.2.7 In the event that trees are removed from the R.O.W., the Company agrees, at its sole expense, to remove the tree stump to a level below grade and to restore and remediate the surface of the R.O.W. In the event of the Company performing any Tree Work, all materials and brush are to be removed from the site and disposed of appropriately, and as per the County's corporate policy and procedure, attached as Schedule "D". The Company shall provide written notice to the County of all Tree Work undertaken.
- 3.2.8 All Work done under this Agreement is subject to the direction of the Director, or his delegate, acting reasonably and in good faith and in consultation with the Company **[NTD: To be further discussed between the Parties]**, and the Company shall comply with any reasonable directions and orders that may be given by the Director or his delegate promptly in writing. Such delegate may include an inspector for the purpose of ensuring all Work is performed by the Company in accordance with the plans filed under the terms of this Agreement. The Company shall reimburse the County for the reasonable costs of such inspection including wages, and all the payroll and travel expenses of such delegate as may be reasonably associated with such inspection.

3.3 Responsibilities of the Company in Documenting Distribution Infrastructure on the R.O.W.:

- 3.3.1 Within a reasonable period of time following completion of the installation of the Distribution Infrastructure, the Company shall deposit with the County an as-constructed plan in a format reasonably acceptable to the County of the Distribution Infrastructure and the date of the completion of such installation. The as-constructed plan shall include the location of all Distribution Infrastructure.

- 3.3.2 The Company shall register all Distribution Infrastructure installed on the R.O.W. with as-constructed plans and the date of completion of such installation with Ontario One Call.

4. Notification by County of Work to be Performed

If for any reason the County requires work to be completed within, or in close proximity to, any of the Distribution Infrastructure, the County shall contact the Company and inform the Company of the timing of the proposed work and the County employee to contact about it. The Company may send a representative to observe the work undertaken by the County in proximity to the Distribution Infrastructure and to request any reasonable precautions for such work in proximity to the Distribution Infrastructure. Only the Company's personnel or contractors approved by the Company shall be permitted to work within any of the Distribution Infrastructure.

5. Limitations of Easement

The easement granted in this Agreement to use the R.O.W. is subject to the following:

- 5.1 The right of free use of the R.O.W. by all other persons entitled to it;
- 5.2 the rights of the owners of the property adjoining the R.O.W. to have full access to and from the R.O.W. and to construct crossings and approaches from their property;
- 5.3 the rights and privileges that the County may have previously granted to any persons, other utilities, etc. for use or occupation of the R.O.W.;
- 5.4 the rights and privileges that the County may grant to any persons, other utilities, etc. for use or occupation of the R.O.W. in the future provided such future rights and privileges shall recognize the Company's easement herein; and
- 5.5 the Company shall not permit any lien to be filed or registered against any R.O.W.

6. Removal/ Replacement of Distribution Infrastructure

A. Upon Election of the Company

In the event that the Company wishes to relocate Distribution Infrastructure which has been previously installed in accordance with this Agreement, the Company shall notify the County of such request, in writing, and such request will thereafter be considered and administered by the County acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the County on the R.O.W., provided that, in considering and administering such request the County shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located within the R.O.W.. Notwithstanding

the foregoing, the County shall not be permitted to unreasonably withhold, delay or condition its approval for such request.

B. Required by the County

In the event that the County, acting reasonably and with diligence, deems it necessary to take up, remove, or modify the location of any part of the Distribution Infrastructure or Entrances (the “**Relocation**”), the required Relocation and any related installation work shall be conducted by the County, within a reasonable period of time and subject to force majeure. The County shall forthwith reimburse the Company for 100% of its costs to carry out such Relocation and related installation work during the first ten (10) years following the date of substantial completion of the Work, and 50% of its costs to carry out such Relocation and related installation work during the remainder of the Term thereafter. For greater certainty, in the event that the Company determines that leave to construct or amendment thereto or any other approval is required from the Ontario Energy Board, or any successor thereof, with respect to the proposed Relocation or related installation work, then the County shall provide such reasonable period of time as is necessary for the Company to obtain such leave to construct, amendment or other approval before closing or disposing of the R.O.W., if applicable.

C. Required by Legislation or Lawful Order

In the event that Relocation is required as a result of the County’s compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the County to act, then the costs of the Relocation and/or related installation work associated with the installed Distribution Infrastructure shall be shared equally between the parties.

D. Required by Other Third Party

Where the Relocation is required due to the County accommodating a third party (hereinafter “**Third Party Work**”), the required Relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The County agrees to provide the Company with not less than one hundred and twenty (120) days’ prior notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from the amendment or Relocation as a condition precedent to any such amendment or Relocation.

7. Notice of Proposed Sales and Closings/Alternative Easement

The County agrees, in the event of the proposed sale or closing of any R.O.W. or any part of a R.O.W. where Distribution Infrastructure is situated, to give the Company a minimum of 120 days’ prior written notice of such proposed sale or closing.

8. Replacement during Term of Agreement

Where, in the opinion of the Company, replacement of the Distribution Infrastructure is required during the Term of this Agreement, the Company may enter on the R.O.W. in order to perform such replacement to the Distribution Infrastructure, provided that it is agreed that all provisions of this Agreement shall remain in force throughout the Term of this Agreement as though the Distribution Infrastructure replaced had been the original Distribution Infrastructure installed by the Company.

9. Repairs, Maintenance and Alterations

The Company may access to the R.O.W. for the purpose of repairing, maintaining or altering any portion of the Distribution Infrastructure. For greater certainty:

- 9.1 The Company may access the Distribution Infrastructure at any time and prior approval of the County will not be required provided that all repair work will be carried out by the Company in accordance with the terms of this Agreement and any other reasonable procedures prescribed in writing by the Director from time to time. However, a Field Work Request Form (“**FWRP**”) must be submitted to the Director a minimum of two (2) business days prior to the intended start date for the scheduled work, and such written approval must be received back from the County prior to the work commencing, provided however, that consent shall be deemed to be provided if the County fails to return the FWRP within two (2) business days from the date received by the County. The requirements of this Section 9.1 shall not apply in the event the Company needs to perform Emergency Maintenance to the Distribution Infrastructure.
- 9.2 Should any repair carried out by the Company materially affect any as-constructed plans or other documentation required to be maintained pursuant to this Agreement, the Company shall file amendments to such as-constructed plans or documentation with the County.

10. Road Requirements

- 10.1 No later than sixty (60) days prior to the commencement of the Work, unless such notice period is waived by the Company prior to the commencement of the Work [**NTD: To be discussed further - Company requires the ability to waive the 60-day notice period, if it so elects.**], the County may deliver written notice to the Company requiring the Company to complete and pay for a Traffic Impact Study as well as a peer review of the Traffic Impact Study. The Company shall be responsible for all road improvements identified in the Traffic Impact Study as being required as a direct result of the proposed Work.
- 10.2 No later than sixty (60) days prior to the commencement of the Work, unless such notice period is waived by the Company prior to the commencement of the Work, the County may deliver written notice to the Company requiring the Company to complete and pay for a Road Impact Study as well as a peer review of the Road Impact Study. The Company shall be responsible for all road improvements

identified in the Road Impact Study as being required as a direct result of the proposed Work. The Road Impact Study shall evaluate and identify upgrades required to:

- (a) Assess the structural integrity of the R.O.W. considering the installation and construction of the Distribution Infrastructure;
- (b) assess the impacts of any drainage attributed to the development or modifications to the R.O.W.; and
- (c) assess the alignment and intersections considering the installation and construction of the Distribution Infrastructure.

Following completion of the Road Impact Study and upon receipt of written request from the County, the Company shall deliver a copy of the Road Impact Study to the County within a reasonable period of time thereafter.

- 10.3 No later than sixty (60) days prior to the commencement of the Work, unless such notice period is waived by the Company prior to the commencement of the Work, the County may deliver written notice to the Company requiring the Company to complete and pay for a Structural Assessment Study of any bridges or culverts on the haul route and as well as a peer review of the Structural Assessment Study. The Company shall be responsible for all bridge and culvert improvements identified in the Structural Assessment Study as being required as a direct result of the proposed Work. Following completion of the Structural Assessment Study and upon receipt of written request from the County, the Company shall deliver a copy of the Structural Assessment Study to the County within a reasonable period of time thereafter
- 10.4 The Company shall be required to obtain all Permits from the County and pay the appropriate fees associated with obtaining the same, which fees are shown on Schedule "A" of this Agreement. The County shall issue all Permits within a reasonable period of time and without undue delay following receipt from the Company of its applications and fees.

11. WSIB

[NTD: The following section is subject to further review by Company.]

- 11.1 The Company shall provide the County, prior to the commencement of any Work on the R.O.W. under this Agreement, with a copy of its current Health and Safety Policy with respect to the operation of the various equipment being used, along with any and all current Health and Safety procedures relevant to the Work to be performed.
- 11.2 The Company shall review and sign the County's "Contractor Health and Safety Agreement", attached as Schedule "E" prior to performing any Work under this Agreement. The Parties acknowledge that the County may make changes to the

document attached as Schedule “E” throughout the Term of the Agreement, and if so, the County shall notify the Company in writing of those changes within a reasonable period of time. **[NTD: County to provide copy of Contractor Health and Safety Agreement.]**

- 11.3 The Company is responsible for all costs associated with the workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. **[The Company shall throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors’ employees under the Workplace Safety and Insurance Act or insurance policy.]****[NTD: Subject to further review and approval of the Company.]**

12. Insurance

- 12.1 The Company shall during the Term of this Agreement and any renewals thereof, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement. This insurance shall be primary, non-contributing with and not excess of any other insurance available to the County. The policies shall be underwritten by an insurer rated A- VII or higher by A.M. Best Key Rating Guide. Such policies shall include but not be limited to:
- 12.1.1 Commercial General liability insurance on a per occurrence basis for an amount of not less than **[Five Million Dollars (\$5,000,000)]**; such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers’ liability; and, shall include cross liability and severability of interest clauses. The Corporation of the County of Grey shall be named as an Additional Insured thereunder, with respect to the Company’s operations, acts and omissions relating to its obligations under this Agreement.
- 12.1.2 Automobile Liability insurance for an amount not less than **[Five Million Dollars (\$5,000,000)]** on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement, and/or as may be required by Applicable Laws.
- 12.2 As evidence of the required policies being in effect, the Company shall provide the County with a copy of a certificate of insurance prior to the commencement of the Work, and upon each subsequent renewal period throughout the term of this Agreement.

12.3 The Company agrees that if it fails to take out or keep in force any such insurance referred to in this section and should the Company not commence and proceed to diligently rectify the situation within thirty (30) days after receipt of written notice by the County, the County has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Company. The County shall be reimbursed as set out under the terms of this Agreement.

13. Designated Contact

The Company shall provide the Director with the name of an official of the Company or contractor who may be contacted with respect to the Work being carried out by the Company.

14. Intentionally Deleted

15. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered or sent by prepaid registered mail, email or fax to the party to whom it is directed at the address for service of that party set out below, or at such other address as either of the parties may by notice to the other specify.

In the case of the Notice to the County:

County Clerk
County of Grey,
595 9th Avenue East, Owen Sound, ON N4K 3E3
Email: [REDACTED]

And in the case of the Notice to the Company:

East Durham Wind, Inc.
ATTN: General Counsel
700 Universe Blvd.
Juno Beach, Florida 33408
Phone: [REDACTED]

With a copy to:

East Durham Wind, Inc.
ATTN: Business Management
[390 Bay Street, Suite 1720
Toronto, Ontario M5H 2Y2
Phone: [REDACTED]

Every such notice shall be deemed to have been received if personally delivered, at the time of such delivery; if e-mailed or sent by fax, on the next business day; and if sent by prepaid registered mail, at the end of three (3) business days after the mailing thereof.

16. Intentionally Deleted [NTD: See section 17.1]

17. Default and Termination

17.1 This Agreement may be terminated:

17.1.1 By either party, if at any time an order is made or an effective resolution passed for the winding-up, liquidation or dissolution of the other party which is not immediately stayed by appeal; or

17.1.2 by either party, if at any time the other party consents to or makes a general assignment for the benefit of creditors, or makes a proposal under, or takes advantage of, any insolvency, restructuring or reorganization legislation, or is declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian or receiver and manager or other officer with similar powers is appointed of the other party or of all or substantially all of the other party's property which is not immediately stayed by appeal; or

17.1.3 by either party, if the other party defaults in making a payment when due and such default continues for a period of **[thirty-one (31)]** days after notice thereof from the other party; or

17.1.4 by either party, if the other party defaults in the performance or observance of any of the material terms, covenants or agreements on its part contained in this Agreement and which default is continuing for a period of not less than sixty (60) days after written notice of such default is provided to the defaulting party. However, if the defaulting party shall have remedied such default or shall have commenced to remedy such default and has diligently pursued the remedying thereof within the sixty (60) days after the initial written notification of default, the defaulting party shall be allowed not less than one hundred and fifty (150) days after the expiry of the original notice period to remedy the default, or such longer period of time as is reasonable in the circumstances; or

17.1.5 by the Company, in the event the PPA expires or is terminated and not otherwise extended or renewed during the Term of this Agreement, and the Company do not secure an adequate replacement market for the electricity generated by the Wind Project within ninety (90) days of the expiry or termination of the PPA, this Agreement shall, at the option of the Company be terminated.

17.2 In the event of termination of this Agreement pursuant to Section 17.1, and if requested in writing by the County, the Company will, at its own expense, remove the Distribution Infrastructure within sixty (60) days or such longer period of time as is reasonable in the circumstances, or failing such removal, the Distribution Infrastructure will either become the property of the County or will be removed by the County **[at the expense of the Company]**, at the discretion of the County acting reasonably.

- 17.3 Notwithstanding any expiry or termination of this Agreement in accordance with Sections 17.1 and 17.2 or otherwise, such expiry or termination shall not derogate from the Company's statutory rights, including the Company's statutory right under the *Electricity Act, 1998* to construct and install Distribution Infrastructure over, under or on any public street or highway in the County of Grey deemed necessary by the Company for the purpose of its distribution system.

18. Representations and Warranties

There are no express or implied representations, warranties or conditions whatsoever (including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose) with regard to the Distribution Infrastructure and all representations, warranties and conditions of any kind, express or implied, are, to the extent permitted by law, hereby excluded.

The County hereby represents and warrants in favour of the Company as follows:

- (a) the County has legal and beneficial title to the R.O.A. and full power and authority to grant the rights over the R.O.A. in the manner set out in this Agreement;
- (b) the execution and delivery of this Agreement by the County will not result in a material breach of any other agreement to which the County is a party and no rights, interests or privileges have been granted in respect of the R.O.A. by the County which will or could adversely affect the rights, interests or privileges granted to the Company hereunder;
- (c) it has obtained the full and unconditional due authorization for the execution and delivery of this Agreement by all required resolutions and other required municipal approvals;
- (d) it shall defend its title to the R.O.A. against any person or entity claiming any interest adverse to the County in the R.O.A. during the term of this Agreement, save and except where such adverse interest arises as a result of the act, omission, negligence or wilful misconduct of the Company or those for whom it is in law responsible; and
- (e) the Permits are the only permits, approvals, consents, or authority within the jurisdiction of the County required in connection with the Work and the fees set forth in [Schedule "A"] attached hereto are the only fees payable by the Company in connection with the Permits.

19. Payment Terms

All charges by a party that are payable by the other party under the terms of this Agreement and the Schedule(s) annexed hereto shall be payable 30 days from the date of the invoice. All invoices that are outstanding for longer than 30 days shall be subject to interest charged at 1.5%

per month compounded monthly (19.56% per annum) and shall run from the due date of the invoice until the date payment is received.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

21. Relationship of the Parties

Nothing herein contained shall be deemed to create and the parties do not intend to create any relationship of partner, agent or joint venture as between the County and the Company.

22. Schedules

The Schedule(s) annexed to this Agreement are integral to, and form part of, this Agreement. **[NTD: Schedules may need to be amended once the form of Agreement is settled. All Schedules to be finalized in discussions with County.]**

23. Indemnity

The Company shall indemnify the County, its elected officials, employees and agents from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments (including reasonable legal fees on a solicitor/client basis) or other proceedings made by any person (“**Claims**”), including but not limited to the Company’s own employees, arising out of activities arising under this Agreement or in connection with the use and occupancy of the R.O.W. by the Company, its agents, servants, employees, or invitees, except to the extent they are caused by the negligent or intentional acts of the County or those for whom it is at law responsible. This indemnity shall extend to protect the County from construction liens by the Company’s contractors, mechanics, material men, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.

In the event of any claims made or suits filed, the County shall give the Company timely written notice thereof, and the Company and its insurers shall have the right to defend or settle the same to the extent of its interest hereunder. The Company shall promptly accept all responsibility to defend such matters and the control of such matters, including any settlement thereof, shall remain solely with the Company or its insurers.

Notwithstanding anything contained in this Agreement to the contrary, the County and the Company hereby agree that neither party shall be liable or responsible for, and the parties hereby release each other from all Claims in respect of indirect or consequential injury or damage, no matter how the same shall be caused.

[NTD: Company is prepared to add language that it will comply with all applicable environmental laws and regulations as well as anything dictated by applicable Ministries through the REA or other applicable permits or regulations.]

24. Waiver of Claims by Company

The Company places the Distribution Infrastructure on the R.O.W. entirely at its own risk. The County, its elected officials, employees and agents shall not be responsible or liable in any way to the Company, its contractors, agents, or its customers for any damage or loss, unless caused by the negligent or intentional acts of the County or those for whom it is at law responsible.

25. Waiver of Compliance with this Agreement

No amendment, waiver or modification of any provision of this Agreement shall be binding on a party unless both parties consent to same in writing. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided in writing.

26. Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement or under any Schedule annexed hereto, except for the obligation to make any payments, shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, flood, wind, storms or other inclement weather, explosions, riots, natural disasters, human health emergencies, wars, sabotage, labour problems (including lock-outs, strikes and slowdowns), material failures, delays, shortages or unavailability, or court ordered injunction or order; provided that written notice of delay (including anticipated duration of the delay) shall be given by the affected party to the other party within three (3) days of the affected party first becoming aware of such event. In the event that force majeure continues for a period of one hundred and eighty (180) days or more, the parties may terminate this Agreement without liability to the other upon mutual agreement. In the event that force majeure discontinues and the parties continue work pursuant to this Agreement, then all time-frames by which work is to be completed shall be extended by the length of the delay.

27. Assignment

This Agreement may not be assigned, sold or transferred without the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, the Company may, without the consent of the County, assign its rights and obligations under this Agreement in whole or in part to a person that directly or indirectly controls, is controlled by or is under common control with the Company or to a purchaser of all or a material portion of the Company' assets. A change of control of the Company shall not be considered an assignment of this Agreement.

For greater certainty and notwithstanding the foregoing, the Company shall also be entitled to assign this Agreement and all of its rights thereunder without the consent of the County to the

Secured Parties as security for the Company's obligations to such Secured Parties which shall be further entitled to assign this Agreement and the Company's rights thereunder in connection with an enforcement of their security. The County hereby grants to any Secured Party the rights and remedies set forth in Schedule "F" hereto. In addition, the County will, from time to time, at the request of the Secured Party, promptly execute and deliver in favour of any Secured Party such consents and acknowledgements granting and confirming the rights and remedies hereunder and in Schedule "F" hereto. The County shall enter into any other reasonable agreements with the Secured Party, as may reasonably be required by The Company in order to obtain financing from the Secured Party.

28. Entire Agreement

This Agreement and Schedules attached hereto contain the entire agreement between the parties with respect to the matters set out herein and supersede all prior agreements, negotiations, representations and proposals, whether written or oral, dealing with the subject matter of this Agreement. There are no conditions, covenants, representations or warranties, express or implied, statutory or otherwise relating to the subject matter hereof, except as herein expressly provided.

29. Hydro One Agreement

The Company shall provide the County with a copy of the Hydro One agreement for transmission or collector lines within a reasonable period of time upon receipt by the Company of the same.

30. Termination by the Company

The Company may, by notice in writing, terminate this Agreement at any time and upon delivery of such notice, this Agreement shall be at an end and the Company shall have no further obligation hereunder, but such termination shall not affect the Company's liability to the County to the date of termination.

31. Foreign Corrupt Practices Act

Notwithstanding anything to the contrary herein, County, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "anything of value" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment, "governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international

organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above.

[Signature page to follow.]

IN WITNESS WHEREOF the parties have hereunto set their Corporate Seal, attested by the hands of its duly authorized officers.

THE CORPORATION OF THE COUNTY OF GREY

Warden, Duncan McKinlay

Clerk, Sharon Vokes

EAST DURHAM WIND, INC.

Insert name of signatory here

If 2nd signatory req'd, insert name of signatory here

I/We have authority to bind the Corporation.

Schedule "A"

Permits to be Issued by the County

[NTD: This should list all Permits required by the Company (e.g. Oversize/Overweight Permits, Entrance Permits, Drain Crossing Permits, Road Occupation/Excavation Permits). Should also include fees for issuance of such Permits and requirements with respect to applications for all Permits.]

Schedule "B"

Grey County Encroachment Permit Application Form

Schedule "C"

Field Work Request Form

Schedule "D"

Tree Removal Procedure

Schedule "E"

Grey County Contractor Health and Safety Agreement

Schedule "F"

Rights and Remedies Accorded to Secured Parties

1. The County will from time to time execute and deliver such consents and acknowledgements reasonably requested by the Secured Party.
2. The County agrees that, upon the Secured Party giving the County written notice of any security granted by the Company in the Agreement, the Secured Party will, without any further action being required, have the benefit of the following provisions until such time as the Secured Party advises the County in writing that its security is no longer in effect (and, if the Secured Party so requests, the County will (i) acknowledge in writing that the Secured Party so benefits from these provisions, or (ii) enter into a written agreement with the Secured Party substantially in accordance with these provisions):
 - (a) the County will give prompt written notice to the Secured Party of any breach or default by the Company of its obligations under the Agreement in respect of which the County proposes to exercise any of its remedies;
 - (b) the County will give the Secured Party the right to cure any breach or default by the Company under the Agreement, within a period of 90 days commencing on the later of (i) the expiry of the cure period afforded the Company under the Agreement, and (ii) the date on which the County gives the Secured Party notice of such breach or default pursuant to Section 2(a), or such longer period of time as the Secured Party may reasonably require to cure such breach or default; and no exercise by the County of any of its rights or remedies against the Company will be effective against the Company or the Secured Party unless the County has provided the Secured Party such notice and opportunity to cure.
 - (c) the County will, at any time and from time to time, upon not less than ten (10) days' prior request by the Company or the Secured Party or proposed the Secured Party, execute any agreements, certificates or acknowledgements that the Company or the Secured Party may reasonably request with respect to this Agreement; and
 - (d) all notices to the Secured Party from the County will be in writing and will be sent by personal delivery, registered mail, email or by fax to the address, email address or facsimile number of the Secured Party set out in any notice that the Secured Party delivers to the County.
3. The provisions of Section 2 will enure to the benefit of the Secured Party and its successors and assigns, and any rights conferred on the Secured Party by the terms of this Schedule "F" or limiting its liability under the Agreement will benefit each receiver or receiver-manager appointed by the Secured Party or by a court of competent jurisdiction.

5. The County hereby acknowledges that the Company may grant security to a trustee or collateral agent acting on behalf of one or more lenders (a “**Collateral Agent**”), and the County hereby acknowledges and agrees that upon its receipt of notice that such security was granted, the Collateral Agent will be entitled to all of the rights of the Secured Party set forth in this Schedule “F” and such notice will constitute notice of the existence of the Collateral Agent as the Secured Party.

THIS ROAD USER AGREEMENT made this ____ day of _____, 2013, between

THE CORPORATION OF THE COUNTY OF GREY
Hereinafter referred to as the “**Corporation**”

OF THE FIRST PART

– AND –

NAME OF ELECTRIC POWER PRODUCER,
Acting through its General Partner, SUB-NAME (IF APPLICABLE),
A corporation having its registered office in the Province of Ontario
Hereinafter referred to as the “**Electric Power Producer**”

OF THE SECOND PART

WHEREAS the Electric Power Producer desires to use certain portions of the Highways for the purpose of conducting Electric Power by Electrical Interconnections from wind turbines forming part of the Wind Project upon the terms and conditions hereinafter set forth;

AND WHEREAS the Electric Power Producer wishes to make use of certain Highways to make deliveries of materials and components to, and to allow for construction, operation and maintenance of the Wind Project;

AND WHEREAS the Electric Power Producer may wish to temporarily modify the alignment of certain Non-Primary portions of Highways to permit delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles;

AND WHEREAS the Electric Power Producer also wishes to connect access roads from Wind Project turbines to certain Highways to permit ongoing access to the turbines during Wind Project operations;

AND WHEREAS the Corporation has agreed to grant to the Electric Power Producer the rights described in paragraph 2 of this Agreement for the period described in paragraph 3 of this Agreement upon the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the undertakings and agreements hereinafter expressed and upon the terms hereinafter set forth, the Corporation and the Electric Power Producer mutually covenant and agree as follows;

1. In this Agreement:
 - a) “**abandon**” has the meaning set out in paragraph 23;

- b) **“Affiliate(s)”** means, with respect to any Person, any other Person which directly or indirectly controls or is controlled by or is under direct or indirect common control with the Person which is directly or indirectly controlled by an entity which controls the Person;
- c) **“Applicable Law”** means, in respect of any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, treaties, judgments and decrees and all present or future published directives, rules, policy statements and orders of any Public Authority and all applicable orders and decrees of courts and arbitrators to the extent, in each case, that the same are legally binding;
- d) **“Corporation”** means The Corporation of the County of Grey and its successors;
- e) **“County”** means and includes the territorial limits under and subject to the jurisdiction of the Corporation as of the date when this Agreement takes effect;
- f) **“Deliveries”** has the meaning set out in paragraph 2(b);
- g) **“Director of Transportation Services”** means the most senior individual employed by the Corporation with responsibility for Highways or such other Person as may from time to time be designated by the Council of the Corporation;
- h) **“Drainage Superintendent”** means the most senior individual employed by the Township of Ashfield-Colborne-Wawanosh with responsibility for land drainage matters or such other Person as may from time to time be designated by the Township of Ashfield-Colborne-Wawanosh;
- i) **“Electric Power”** means electrical energy produced from the Wind Project;
- j) **“Electrical Interconnections”** means such poles, guys, electrical interconnections, electric conductors, junction boxes, transformers and other equipment situate in the County as the Electric Power Producer may from time to time require or deem desirable for the conduction of Electric Power, along, across or under the Highways; and **“Electrical Interconnection”** means any one of such;
- k) **“Entrance Work”** has the meaning set out in paragraph 2(c);
- l) **“Highways”** means the those common and public highways and road allowances located in the County that are under the jurisdiction of the Corporation, and shall include not only the traveled portions of such highways, but also ditches, driveways, sidewalks, and sodded or other areas forming part of the road allowances now or at any time during the term hereof under the jurisdiction of the Corporation

- m) “**Non-Primary**,” when used in relation to a Highway, means the non-travelled portion of the Highway that does not regularly accommodate vehicles, including unpaved shoulders, ditch areas and side slopes;
 - n) “**Permitted Transferees**” has the meaning set out in paragraph 27;
 - o) “**Person**” means an individual, corporation, partnership, joint venture, association, trust, pension fund, union, governmental agency, board, tribunal, the Corporation, or a commission or department and the heirs, beneficiaries, executors, legal representatives or administrators of an individual;
 - p) “**Public Authority**” means any governmental, regional, County, or local body having authority over the Corporation, the Electrical Interconnections or the Highways;
 - q) “**Road Work**” has the meaning set out in paragraph 2(b);
 - r) “**Secured Party**” has the meaning set out in paragraph 27; and
 - s) “**Wind Project**” means the wind energy project known as the “xxxxx” to be constructed by the Electric Power Producer in the County, including wind turbines, transformer stations, and related equipment and infrastructure.
2. Pursuant to the *Electricity Act, 1998*, the Electric Power Producer and its successors, assigns, Affiliates, agents, licensees, employees and contractors shall have the right to enter upon the Highways to the extent that any Highway remains under the jurisdiction of the Corporation or, subject to paragraph 5, , to
- a) construct, maintain, replace, remove, operate, patrol, inspect, alter, reconstruct, relocate, enlarge and repair Electrical Interconnections for the conduction of Electric Power, to carry out work with respect to any Electrical Interconnection required to comply with Applicable Law or required by any Public Authority and to clear the Highways of all obstructions that would interfere with the use of the Electrical Interconnections;
 - b) transporting materials, components and equipment, including overweight or over-size cargoes across or along Highways, in conjunction with the Corporation’s Overweight / Oversize Permit system, to provide for the construction, maintenance, repair, replacement, relocation or removal of wind turbines for the Wind Project (“**Deliveries**”), and temporarily reconstructing or re-aligning Non-Primary Highway sections, turns and intersections on Highways to permit the passage of overweight or over-size cargoes (the “**Road Work**”); in all such cases, it is understood that realignment of a primary-use section (travelled portion) of a Highway will be permitted only with the written consent of the Director of Transportation Services, which may be withheld in the sole discretion of the Director of Transportation Services; and

- c) Constructing and maintaining Entrances to private wind turbine access roads (“**Entrance Work**”) provided that the Electric Power Producer first acquires at its own expense any property rights to private lands required for the Entrance Work, and use of such Entrances.
3. The terms and conditions of this Agreement shall continue and remain in force so long as (i) the Electrical Interconnections or any of them are in actual use for the conduction of Electrical Power; and (ii) respecting any particular Highway, so long as such Highway remains under the jurisdiction of the Corporation.
 4. Subject to paragraph 5, the Corporation represents that:
 - a) it has good title to the Highways;
 - b) it has good right, full power and authority to grant the rights set out in this Agreement and has not done any act whereby the Highways have been or may be in any way charged, encumbered, transferred or assigned;
 - c) it is not aware of any Person having any claim or interest in the Highways or any part thereof adverse to or inconsistent with its registered title thereto and is certain that none exists; and
 - d) the possession and occupation of the Highways by the Corporation has been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any Person whomsoever and no payment has ever been made or acknowledgement of title given by the Corporation, or, so far as the Corporation is aware, by anyone else, to any Person in respect of any right, title, interest or claim in or to the Highways.

The Corporation shall defend its title to the Highways against any Person claiming any interest adverse to the Corporation in the Highways during the term of this Agreement, save and except where such adverse interest arises as a result of the act, omission, negligence or willful misconduct of the Electric Power Producer or those for whom it is in law responsible.

5. The consent, permission and authority hereby given and granted shall be subject to the right of free use of all Highways by all Persons entitled to it, and subject to the right of the owners of the property adjoining the Highways of full access to and from the Highways and of constructing crossings and approaches from their properties, and subject to the rights and privileges that the Corporation may grant to other Persons on the Highways, all of which are expressly reserved, provided that the Corporation shall ensure that such other Persons comply with Ontario provincial standards including, without limitation, the Canadian Standards Association (CSA) standards and the Corporation’s own standards.

6. Save as hereinafter provided, the consent, permission and authority hereby given and granted to the Electric Power Producer to enter upon the Highways shall be at all times subject to the approval of the Director of Transportation Services, not to be unreasonably withheld or delayed. All work done under this Agreement is subject to the approval (which approval shall not be unreasonably withheld or delayed) and direction of the Director of Transportation Services who has full power and authority, in connection with the approval of the Corporation, to give directions and orders that he or she considers in the best interest of the Corporation in connection with the matters approved by the Corporation. Notwithstanding the foregoing, the Electric Power Producer shall have the right to carry out routine above-ground installation, maintenance, field testing and connections work without the approval of the Director of Transportation Services but, except in cases of emergency, the Electric Power Producer shall give the Director of Transportation Services 72 hours' notice of its intention to conduct such work.
7. In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Traffic Impact Study as well as a peer review of the Traffic Impact Study. The Electrical Power Producer shall be responsible for all road improvements identified in the Traffic Impact Study.
8. In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Road Impact Study as well as a peer review of the Road Impact Study. The Electrical Power Producer shall be responsible for all road improvements identified in the Road Impact Study. The Road Impact Study shall evaluate and identify upgrades required to:
 - a) Assess the structural integrity of the road considering the proposed Electrical Power Producer additional usage;
 - b) Assess the impacts of any drainage attributed to the development or Highway modifications
 - c) Assess the alignment and intersections considering the proposed Power Producer additional usage.
9. In the sole discretion of the Director of Transportation Services the Electrical Power Producer shall complete and pay for a Structural Assessment Study of any bridges or culverts on the haul route and as well as a peer review of the Structural Assessment Study. The Electrical Power Producer shall be responsible for all bridge and culvert improvements identified in the Structural Assessment Study.
10. The Electrical Power Producer shall be required to obtain and comply with all requirements of a Grey County Encroachment Permit for work completed on the Highway Property. All work to be completed on the Highway property shall be designed and stamped by a Profession Engineer Ontario.
11. The Electrical Power Producer shall be required to obtain and comply with all requirements of the Grey County Entrance Permit.

12. Prior to the commencement of any construction work, the Electric Power Producer and the Corporation shall document, by means of Pavement Condition Index (PCI) surveys and Bridge Condition Index (BCI) inspections, or another means satisfactory to the Corporation acting reasonably, the then-existing condition of all Highways, including bridges, that the Electric Power Producer expects will or may be used for or subject to such work, and both parties shall receive a complete copy of such document. All costs for such PCI and BCI surveys and inspections shall be the responsibility of the Electric Power Producer.
13. The Electric Power Producer agrees that it will install Electrical Interconnections below-grade where and whenever feasible. If the Electric Power Producer and the Corporation jointly determine and agree that installation below-grade at a particular location would be unfeasible for environmental reasons or topographical or other obstacles, the Electric Power Producer shall consult with the Director of Transportation Services with respect to the installation of poles or other above-grade Electrical Interconnections. Before commencing any work, the Electric Power Producer will provide the Director of Transportation Services with a plan, which shall be drawn to scale (in S.I. units) and which is in a digital format acceptable to the Director of Transportation Services, showing the Highways where the work is proposed and the location and height or depth of the Electrical Interconnections or part thereof, together with specifications relating to the proposed Electric Interconnections or part thereof. For the purposes of this paragraph, work of the Electric Power Producer includes not only original installations, but also any and all repair or relocation work or additions to or replacements of any part of the Electrical Interconnections.
14. The Director of Transportation Services shall review the plans and specifications submitted by the Electric Power Producer and, acting reasonably, may approve the work, deny approval of the work or approve the work with any modifications to the plans and specifications and upon such terms and conditions as he or she considers in the best interest of the Corporation. No work, including any excavation, opening or other work which may disturb or interfere with any Highway or its traveled surface, shall be undertaken by the Electric Power Producer until the plans and specifications therefor have been approved in writing by the Director of Transportation Services and then the work shall be undertaken and completed in accordance with the approved plans and specifications with such modifications, if any, as may have been made by the Director of Transportation Services and in accordance with any terms and conditions that may have been included by the Director of Transportation Services.
15. For the purposes of paragraphs 6, 8 and 9 of this Agreement, if the work of the Electric Power Producer interferes with or may interfere with a municipal drain, the Drainage Superintendent, or other Person responsible for drainage matters appointed by the proper authority under the Drainage Act with respect to such municipal drain, shall have the same rights as the Director of Transportation Services to receive, review and consider the plans and specifications submitted by the Electric Power Producer and to deny approval of the work or to approve the work with such, if any, modifications to the plans and specifications and upon such terms and conditions as

- he or she, the Drainage Superintendent or other Person responsible for drainage matters, considers will best preserve effective operation and maintenance of the municipal drain.
16. The construction, installation, maintenance, repair and in-field identification (locates) of the Electrical Interconnections shall be the full and entire responsibility of the Electric Power Producer, and the approval or non-approval of a proposed work or the modification or the imposition of any terms and conditions in connection with the granting of approval shall not relieve the Electric Power Producer of responsibility for any errors or omissions or from the Electric Power Producer's obligation to construct, install, maintain, repair and identify the Electrical Interconnections in a good and complete manner and in accordance with sound and safe engineering practice.
 17. Before commencing any work, the Electric Power Producer shall join and maintain member status in the Ontario "One Call" service, to assist with in-field locates of the Electrical Interconnections. Upon the request of the Corporation or its officials or authorized agents, or at the request of any other Person, the Electric Power Producer shall, at its own expense, promptly and accurately identify the location of any part of its Electrical Interconnections within the County, including, if required, the depth of cover.
 18. In connection with work undertaken by the Electric Power Producer, the Electric Power Producer will not cut, trim or interfere with any trees on the Highways without the specific written approval of the Director of Transportation Services, not to be unreasonably withheld or delayed.
 19. Notwithstanding any other provisions of this Agreement, in the event of any emergency involving the Electrical Interconnections, the Electric Power Producer shall notify the responsible police force immediately upon becoming aware of the situation and shall do all that is necessary and desirable to control the emergency, including such line repair and other work in and to the Electrical Interconnections or the Highways as may be required for the purpose. As soon as it is convenient after the emergency is discovered, the Electric Power Producer shall advise the Director of Transportation Services or his representative by telephone and shall keep him or she advised throughout the emergency. Forthwith after it has become necessary for the Electric Power Producer to exercise its emergency powers under this paragraph, the Electric Power Producer shall make a written report to the Director of Transportation Services of what work was done and further work to be undertaken, if any, and seek the approval of the Director of Transportation Services for the further work as contemplated in the preceding paragraphs.
 20. Notwithstanding any other provisions of this Agreement, the Corporation and the Electric Power Producer agree that in the event that the failure to carry out work (which has not been approved within a reasonable time by the Director of Transportation Services and, if applicable, the Drainage Superintendent) would affect or interrupt the operations of the Electric Power Producer, the Electrical Interconnections or the power transmission grid to which the Electrical

- Interconnections connect, or in the event that the Electric Power Producer is required to carry out certain work by Applicable Law or by a Public Authority but which work has not been approved within a reasonable time by the Director of Transportation Services or the Drainage Superintendent, the Electric Power Producer shall not be obliged to obtain their prior approval for such work and entry upon the Highways to complete such work, but the Electric Power Producer shall (except in the case of an emergency) give the Director of Transportation Services and, if applicable the Drainage Superintendent, at least ten (10) days' written notice prior to commencing such work.
21. The Electric Power Producer shall restore, to the reasonable satisfaction of the Director of Transportation Services, all Highways which it may interfere with or modify in the course of constructing, repairing or removing the Electrical Interconnections, Road Work, or Entrance Work, and shall make good any settling or subsidence thereafter caused by such construction interference. Such restoration shall be to the same condition, as nearly as may be practicable, as was in existence when the excavation or interference commenced. If the Electric Power Producer fails at any time to do any work required by this paragraph within a reasonable time, the Corporation may undertake such restoration of the Highways, in which case the Electric Power Producer shall reimburse the Corporation for all of the reasonable direct costs of so doing as certified by the Director of Transportation Services; but if the Corporation does not choose to carry out the restoration, it shall be completed by the Electric Power Producer at the Electric Power Producer's sole expense.
 22. In the placing, maintaining, operating and repairing of the Electrical Interconnections or any part thereof, or undertaking the Road Work or Entrance Work, the Electric Power Producer will use care and diligence to ensure that there will be no unnecessary interference with any Highway or any other County works or improvements. If any additional County works or improvements are made necessary by reason of any work done or omitted to be done by the Electric Power Producer, those additional County Works or improvements will be done at the expense of the Electric Power Producer.
 23. The Electric Power Producer will indemnify and save harmless the Corporation from and against all claims, liability, loss, costs, damages or other expenses of every kind that the Corporation may incur or suffer as a consequence of personal injury, including death, and property damage, resulting from the negligence or willful misconduct of the Electric Power Producer, anyone directly or indirectly employed by the Electric Power Producer or anyone for whose acts the Electric Power Producer may be liable, in connection with the construction, maintenance, operation or repair of the Electrical Interconnections or any part thereof, except to the extent that such liability is contributed to, caused by, results from or is attributable to the willful or negligent acts or omissions of the Corporation, anyone directly or indirectly employed by the Corporation or anyone for whose acts the Corporation may be liable.
 24. The Electric Power Producer shall deliver to the Corporation evidence of insurance with an insurance company satisfactory to the Corporation, insuring to the extent

- insurable on reasonable commercial terms and subject to usual exclusions and reasonable deductibles for the joint benefit of the Electric Power Producer and the Corporation as an additional insured, against all claims, liability, loss, costs, damages or other expenses of every kind that the Corporation may incur or suffer as a consequence of personal injury, including death, and property damage, arising out of or in any way incurred or suffered in connection with the construction, maintenance, operation or repair of the Electrical Interconnections or any part thereof, which insurance shall provide coverage with limits of liability which shall not be less than (i) \$10,000,000 during the period from the commencement of the works envisioned hereunder until the Wind Project goes into commercial operation; and (ii) \$5,000,000 thereafter. The Electric Power Producer shall deliver to the Corporation, from time to time, and upon request from the Corporation, an insurance certificate providing evidence that such insurance is in full force and effect.
25. If either party is prevented from carrying out its obligations under this Agreement by reason of any cause beyond its control, such party shall be relieved from such obligations while such disability continues; provided however, that this paragraph shall not relieve the Electric Power Producer of any of its obligations to indemnify and insure the Corporation as contemplated in the preceding paragraph, and provided further that nothing herein shall require either party to settle any labour or similar dispute unless it is in the best interest of such party to do so.
26. The Corporation agrees, in the event of closing of any Highway, or any part of a Highway, to give the Electric Power Producer reasonable notice of such closing and to provide the Electric Power Producer, at no cost to the Electric Power Producer and prior to the closure of the applicable Highway, with easements, in registrable form, over that part of the Highway closed sufficient to allow the Electric Power Producer to preserve any part of the Electrical Interconnections in its then existing location, and to enter upon the closed highway to maintain and repair such part of the Electrical Interconnections on the terms and conditions set out in this Agreement.
27. The Electric Power Producer may elect to permanently discontinue the use of (“**abandon**”) any part of the Electrical Interconnections on at least sixty days prior written notice of such abandonment to the Corporation specifying the part of the Electrical Interconnections to be abandoned and the date when the abandonment will occur.
28. If during the term of this Agreement, the Electric Power Producer abandons any part or all of the Electrical Interconnections, it shall give notice thereof to the Corporation. The Electric Power Producer shall have the right to remove any parts of its Electrical Interconnections as have been abandoned and, if required by the Corporation within 90 days after the Electric Power Producer has given the Corporation notice of abandonment, the obligation to remove such parts of its Electrical Interconnections as have been abandoned that are at a depth of less than 1.2 metres below the surface. Any abandoned Electrical Interconnections at a depth of 1.2metres or more below the surface may be left in place following abandonment. The Electric Power Producer shall deactivate any parts of abandoned Electrical Interconnections that are not

- removed and shall provide the Corporation with confirmation of such deactivation in writing together with a plan showing the location of the abandoned Electrical Interconnections, and such abandoned Electrical Interconnections shall thereafter be deemed to be the property of the Corporation.
29. This Agreement and the respective rights and obligations hereunder of the parties hereto are hereby declared to be subject to the provisions of all applicable statutes, regulations and County by-laws and to all orders made thereunder and from time to time remaining in effect. Notwithstanding the foregoing, the Corporation agrees that, during the first two (2) years of the term of this Agreement, fees charged by the County to the Electric Power Producer or its contractors in connection with the Wind Project for County permits, applications and approvals will not exceed the fees set out in Schedule(s) A & B and that no charge shall be made by the County for any permits, applications or approvals that the Electric Power Producer or its contractors may require from the County in connection with the Wind Project that are not listed in Schedule(s) A & B.
30. All notices, communications and requests for approval which may be or are required to be given by either party to the other herein shall be in writing and shall be given by delivery by courier or by facsimile addressed or sent as set out below or to such other address or facsimile numbers as from time to time be the subject of a notice:

To the Corporation:

County of Grey
 Transportation Services Department
 Owen Sound, Ontario- N4K 3E3
 Attention: Director of Transportation Services

595 9th Avenue East

To the Electric Power Producer:

Name of Electric Power Producer
 c/o Sub-Name, if applicable
 Address
 Address

Facsimile: (000) 000- 0000

Any notice, if delivered by courier, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the day it was received, whether or not such day is a business day.

31. The Electric Power Producer may not assign any part of this Agreement without the written approval of the Corporation, which may not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Electric Power Producer may assign any part of this Agreement without the prior approval of the Corporation to the following:
- a) any Affiliate of the Electric Power Producer; or
 - b) any entity succeeding to the business and assets of the Electric Power Producer, whether by way of sale, merger, amalgamation or consolidation; or
 - c) any entity (a “**Secured Party**”) holding security, whether by way of a mortgage, charge or other encumbrance of this Agreement or the Electrical Interconnections or any part of the Electrical Interconnections or by any other arrangement under which this Agreement or the Electrical Interconnections become security, for any indebtedness or other obligation;

(the above entities being hereinafter referred to as the “**Permitted Transferees**”).

The Electric Power Producer shall provide the Corporation with written notice of the assignment to a Permitted Transferee within thirty days of the occurrence of such assignment. Any assignment by the Electric Power Producer of any part of its interest in this Agreement is subject to the requirement that on or before the making of such assignment, the assignee (including a Permitted Transferee) shall agree in writing with the Corporation, both acting reasonably, to observe and perform all the obligations of the Electric Power Producer under this Agreement; provided however that in the case of an assignment to and assumption by a Secured Party, the Secured Party shall only agree to be bound by this Agreement in the event of a foreclosure or entry into possession of the Electrical Interconnections and then only while the Secured Party is in possession of or the owner of the Electrical Interconnections. Upon the assignment of this Agreement in accordance with the terms of this Agreement (other than to a Secured Party), the Electric Power Producer shall be released from all or such assigned portion of its obligations under this Agreement. The Corporation acknowledges that a change in control of the Electric Power Producer shall not be considered an assignment by the Electric Power Producer of this Agreement or of any of the Electric Power Producer’s rights and obligations under this Agreement.

32. The Corporation shall only have the right to assign, transfer or dispose of all or any part of its interest under this Agreement in conjunction with an assignment, transfer or disposition of its interest in all or any part of the Highways which are subject to this Agreement, in which case the Corporation shall provide the Electric Power Producer with written notice of any such assignment, transfer or other disposition within thirty days of its occurrence and any such assignment, transfer or disposition by the Corporation is subject to the requirement that on or before the making of such assignment, transfer or disposition, the assignee shall agree in writing with the Electric Power Producer (and in a form acceptable to the assignee and the Electric

Power Producer, both acting reasonably) to observe and perform all the obligations of the Corporation under this Agreement.

33. If the Electric Power Producer shall commit a breach of or fail to comply with any of the provisions of this Agreement, the Corporation may give the Electric Power Producer notice in writing specifying the breach complained of and indicating the intention of the Corporation to terminate the consent, permission and authority of the Corporation hereby granted to the Electric Power Producer unless the Electric Power Producer shall have remedied the breach within the period mentioned in the notice, which period shall not be less than one month, or unless the Electric Power Producer shall have within such notice period commenced to remedy the breach and have diligently pursued the remedying thereof, and such breach, in any event, has been remedied within 150 days after expiry of the original notice period. After the expiration of such period, the consent, permission and authority of the Corporation hereby given and granted to the Electric Power Producer may, at the option of the Corporation, be terminated, and the Corporation may thereupon repeal and cancel the By-law enabling this Agreement, in which event the respective rights and obligations of the parties with respect to the Electrical Interconnections shall be governed by applicable law.
34. Other or special conditions:
 - a) The Electric Power Producer shall pay the Corporation for the staff time required to process this Agreement, and as well the Electric Power Producer shall reimburse the Corporation for all reasonable legal fees incurred in connection with the review of this Agreement.
 - b) The Electric Power Producer shall provide the Corporation with a certified cheque in the amount of \$10,000.00 prior to the initial installation of the Electric Interconnections under this Agreement; and such funds shall be held in trust until the initial installation work is completed to the satisfaction of the Director of Transportation Services, acting reasonably; and in addition to any other remedies which may be available to the Corporation for breach of this Agreement, the Director of Transportation Services is authorized to apply such funds to see the proper completion of such initial installation work if it is not completed to his or her satisfaction, acting reasonably; and after the Director of Transportation Services is satisfied, acting reasonably, with the completed work, the funds shall be released, without interest, to the Electric Power Producer.
 - c) The Electric Power Producer shall pay the Corporation for staff time in reviewing the installation of the Electrical Interconnections and restoration work done on the Highways in accordance with the full cost recovery rates set out in Schedule A attached (such rates to be adjusted from time to time to reflect any increase in pay to such staff by the Corporation, provided that such increases are reasonable).
 - d) If the Corporation elects to repair or replace any road-related infrastructure (e.g., roads, bridges, culverts, ditches, etc.) and such work will require the temporary

relocation and reinstatement of any Electrical Interconnections, the Corporation will provide the Electric Power Producer with at least 3 months' written notice of such construction projects and will provide drawings, if available. If such notice is given within five (5) years of the date that the Director of Transportation Services has approved the plans and specifications for the affected Electrical Interconnections pursuant to paragraph 10 above, the Corporation shall be responsible for all costs related to the temporary relocation and reinstatement of such Electrical Interconnections and, if it is determined that routing or relocating such Electrical Interconnections will cause added infrastructure costs, all such incremental costs including any related costs for design, engineering, agency approvals and construction. After such five year period, or if such relocation and reinstatement during the five year period involve lowering the elevation of buried Electrical Interconnections as a result of an order of the Drainage Superintendent and have not previously been considered in the Corporation's capital spending plan, all such costs shall be the responsibility of the Electric Power Producer and shall be reimbursed to the Corporation within 30 days of receipt of a detailed invoice, together with appropriate supporting documentation. The Electric Power Producer acknowledges that the Director of Transportation Services is responsible for all decisions relating to road maintenance and capital projects, including preparation of project budget estimates.

- 35. This Agreement shall extend to, benefit and bind the parties hereto and their respective successors and assigns.
- 36. The Electric Power Producer shall provide the County with a copy of the Hydro One agreement for transmission or collector lines.
- 37. The Electric Power Producer shall enter into an agreement with the County regarding the placement and maintenance of all transmission lines placed on County property.

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the day first above written.

THE CORPORATION OF THE
COUNTY OF GREY

Per: _____

Per: _____

I/We have authority to bind the Corporation.

ELECTRIC POWER PRODUCER,
and its General Partner, SUB-NAME, (if applicable)

Per: _____

I have authority to bind the Corporation

Subject to Council Approval

APPENDIX 'Y'

**CORRESPONDENCE FROM COUNTY TO EAST DURHAM DATED
AUGUST 26, 2013**

Kneteman, Christie

From: Hoy, Pat <[REDACTED]>
Sent: August-26-13 4:14 PM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

The utility road use template is currently with our solicitor and should be done shortly.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [mailto:[REDACTED]]
Sent: Monday, July 29, 2013 1:55 PM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Hi Pat,
Just following up on this earlier email from yourself. Is there any update on the entrance permits?
I believe you were on holidays when I last inquired.

Thanks and hope you are enjoying your summer.

Derek
[REDACTED]

From: Hoy, Pat [mailto:[REDACTED]]
Sent: Tuesday, July 09, 2013 8:03 AM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Derek,
Attached is the DRAFT Service Agreement. This has yet to be approved by Council. It is currently being finalized by the Clerk's department but thought I may as well get it out to you.

Sorry for the prolonged delay.
Jim Stevenson was looking at the entrance permits yesterday and we should have some feedback on those shortly.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [[mailto:](#) ██████████]
Sent: Wednesday, July 03, 2013 10:53 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Thanks Pat,
Anything we can do to help the process along, just ask.

Take care,

Derek Dudek | Community Relations Consultant
NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2
Canada
office: ██████████
mobile: ██████████

THIS IS A PRIVATE, CONFIDENTIAL COMMUNICATION

The information contained in this email is private and confidential, intended only for the use of the individual or entity named as addressee. If the recipient is not the intended recipient or the employee or the agent responsible for delivering the email to the intended recipient, you are hereby notified that any dissemination or copying of this information is strictly prohibited. If you have received this email in error, please contact us immediately at ██████████

From: Hoy, Pat [[mailto:](#) ██████████]
Sent: Thursday, June 27, 2013 11:04 AM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

It's on my list to modify our current one (for fibre) to suit this case. Working on it, not sure on dates. Jim Stevenson has been looking at your entrance permits, he's been having some issues and sometimes the Civic Address doesn't match the air photo. He should have them reviewed next week.

Pat Hoy
Engineering Manager
Phone: +1 ██████████



From: Dudek, Derek [[mailto:](#) ██████████]
Sent: Thursday, June 27, 2013 11:01 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Hi Pat,

Any word on the draft RUA?

We were notified by the County that Council may be considering passing a motion to be “not a willing host” to turbines, and are concerned about impacts this may have on any progress we’ve made with the County to date.

Derek

From: Hoy, Pat [mailto: [REDACTED]]
Sent: Thursday, May 23, 2013 10:28 AM
To: Rickel, Adam
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

The draft Road Use Agreement went to our solicitor this week so I wouldn't think it would be too long coming back.

We will start to review the haul routes and typical drawings shortly.

Pat Hoy

Engineering Manager

Phone: +1 [REDACTED]



From: Rickel, Adam [mailto: [REDACTED]]
Sent: Thursday, May 23, 2013 10:17 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

Pat – In anticipation of the upcoming Road Use Agreement draft, I have attached a number of diagrams for your review. The first PDF shows the East Durham project heavy haul route including which intersections we propose utilizing for such heavy haul (there will need to be improvements on those intersections). The first zip file attached titled “Collection Location Maps and Typical” includes our proposed collection locations in County ROWs as well as typical collection cable installation drawings. The second zip file attached titled “Entrance Typical Drawings” shows our proposed entrance design and associated diagrams. Please review these documents and let myself and Travis Turner know if you have any questions or concerns. We would like to meet with you in the coming weeks, once we receive and review the draft Road Use Agreement, to discuss these designs/drawings as well as the agreement language and project timing. I look forward to hearing from you soon. Thank you.

Sincerely,

Adam Rickel

Project Manager

NextEra Energy Canada, ULC

W: [REDACTED]

C: [REDACTED]

From: Hoy, Pat [mailto: [REDACTED]]
Sent: Thursday, May 16, 2013 7:15 AM
To: Rickel, Adam
Cc: Morrison, Sarah; Dudek, Derek
Subject: RE: East Durham Wind Project

Just to let everyone know, we're still working through the agreement.

Patrick Hoy, P.Eng.

Engineering Manager

Grey County

595 9th Avenue East

Owen Sound, ON N4K 3E3

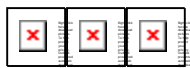
Phone: +1 [REDACTED]

Mobile: +1 [REDACTED]

Fax: +1 [REDACTED]

<http://www.grey.ca>

<http://www.visitgrey.ca>



From: Rickel, Adam [mailto: [REDACTED]]
Sent: Monday, May 06, 2013 10:25 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek
Subject: Re: East Durham Wind Project

Great, thank you for the update Pat. In the meantime, is there anything further that you need from us at this point? Otherwise, we will await the form of Road Use Agreement.

Sincerely,
Adam Rickel

On May 6, 2013, at 7:46 AM, "Hoy, Pat" <[REDACTED]> wrote:

Adam,

Our final agreement will be heading to our solicitor after this week. It should return shortly and we can begin modifying it to suit your project.

Patrick Hoy, P.Eng.

Engineering Manager

Grey County

595 9th Avenue East

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Phone: +1 [REDACTED]

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Fax: +1 [REDACTED]

<http://www.grey.ca>

<http://www.visitgrey.ca>



From: Rickel, Adam [mailto:[REDACTED]]

Sent: Friday, May 03, 2013 9:15 AM

To: Hoy, Pat; Morrison, Sarah

Cc: Dudek, Derek; Rickel, Adam

Subject: East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: [REDACTED]
C: [REDACTED]

APPENDIX 'Z'

**CORRESPONDENCE FROM EAST DURHAM TO COUNTY DATED
SEPTEMBER 4, 2013**

Kneteman, Christie

From: Rickel, Adam
Sent: September-04-13 9:43 AM
To: 'Hoy, Pat'
Cc: Morrison, Sarah; Dudek, Derek
Subject: RE: East Durham Wind Project

Importance: High

Tracking:	Recipient	Delivery	Read
	'Hoy, Pat'		
	Morrison, Sarah		
	Dudek, Derek	Delivered: 04/09/2013 9:43 AM	Read: 04/09/2013 9:50 AM

Hi, Pat. I would like an update on the Road Use Agreement; we sent comments in to you a while back and also submitted a question as to whether or not we should be using the Fiber Optic Cable form or a different form of Road Use Agreement (that you previously sent as an example) which would better suit this type of project. Please advise. As for entrance permit applications, we have concern over the County processing our entrance permits under the new guidelines when we were told that they would be processed under the previous guidelines when submitted in May. I would like to set up a call/meeting with you to discuss how this will be handled, as well as timing and next steps regarding our Road Use Agreement and Entrance/Encroachment permits. I will be in the area next week and would appreciate a meeting with you and Sarah (and others if necessary); please let me know your availability. Also please give me a call when you can this week to follow up ([REDACTED] Thank you.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: [REDACTED]
C: [REDACTED]

From: Hoy, Pat [mailto:[REDACTED]]
Sent: Monday, August 26, 2013 4:14 PM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

The utility road use template is currently with our solicitor and should be done shortly.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [mailto: [REDACTED]]
Sent: Monday, July 29, 2013 1:55 PM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Hi Pat,
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I believe you were on holidays when I last inquired.

Thanks and hope you are enjoying your summer.

Derek
[REDACTED]

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Sent: Tuesday, July 09, 2013 8:03 AM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

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Sorry for the prolonged delay.
Jim Stevenson was looking at the entrance permits yesterday and we should have some feedback on those shortly.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



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Sent: Wednesday, July 03, 2013 10:53 AM
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Thanks Pat,
Anything we can do to help the process along, just ask.

Take care,

Derek Dudek | Community Relations Consultant
NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2

Canada

office: [REDACTED]

mobile: [REDACTED]

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Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

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Engineering Manager
Phone: +1 [REDACTED]



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[REDACTED]

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Engineering Manager
Phone: +1 [REDACTED]



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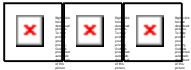
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Project Manager
NextEra Energy Canada, ULC
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C: [REDACTED]

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Engineering Manager
Grey County
595 9th Avenue East
Owen Sound, ON N4K 3E3
Phone: +1 [REDACTED]
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Fax: +1 [REDACTED]
<http://www.grey.ca>
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Sent: Monday, May 06, 2013 10:25 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek
Subject: Re: East Durham Wind Project

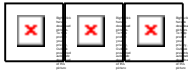
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Grey County
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Owen Sound, ON N4K 3E3
Phone: +1 [REDACTED]
Mobile: +1 [REDACTED]
Fax: +1 [REDACTED]
<http://www.grey.ca>
<http://www.visitgrey.ca>



From: Rickel, Adam [mailto: [REDACTED]]
Sent: Friday, May 03, 2013 9:15 AM
To: Hoy, Pat; Morrison, Sarah
Cc: Dudek, Derek; Rickel, Adam
Subject: East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: [REDACTED]
C: [REDACTED]

APPENDIX 'AA'

**CORRESPONDENCE BETWEEN EAST DURHAM AND COUNTY DATED
SEPTEMBER 9, 2013**

From: Dudek, Derek
To: ["Hoy, Pat"](#)
Subject: RE: East Durham - request for meeting
Date: Monday, September 09, 2013 2:36:00 PM

Thanks Pat,

Can we do 10 – 12. Hopefully won't take that long but we really want to spend some time looking at how we can get you everything you need and how we can hopefully meet our timelines. We see the main focus of the meeting being the RUA and the various permitting issues. Please do bring anybody to the meeting that you think may have a hand in helping us meet our timelines. I appreciate your hands are tied on some timing matters which require Council approval. But if perhaps, the CAO for example, can help us better understand the timing challenges surrounding the RUA we'd really like to know these impacts when we meet on the 17th.

Thanks and let me know for certain if 10am works.

Derek Dudek | Community Relations Consultant
NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2
Canada

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From: Hoy, Pat [mailto:[REDACTED]]
Sent: Monday, September 09, 2013 1:38 PM
To: Dudek, Derek
Subject: RE: East Durham - request for meeting

The 17th works best for me, I'm available all day.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [mailto:[REDACTED]]
Sent: Monday, September 09, 2013 8:38 AM

To: Hoy, Pat
Subject: East Durham - request for meeting

Hi Pat,
Please see the attached. Call me to discuss.

Thanks,

Derek Dudek | Community Relations Consultant
NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2
Canada

[REDACTED]
[REDACTED]
[REDACTED]

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September 6, 2013

Mr. Patrick Hoy
Engineering Manager
Grey County
595 9th Avenue East
Owen Sound, ON N4K 3E3

Dear Mr. Hoy:

East Durham Wind, Inc. requests a meeting with the appropriate Grey County representatives, at the Grey County offices in Owen Sound, to discuss the proposed Road Use Agreement, Entrance Permit applications and guidelines, expected forthcoming encroachment permit applications, as well as the timing related to the issuance/execution of these permits/agreements, among other things. East Durham Wind, Inc. representatives are available to meet any time on September 11 and 12 or anytime the week of September 16-20. Please propose 2-3 dates and times that work for Grey County by September 10 so that East Durham Wind, Inc. can ensure that its appropriate representatives make arrangements to attend. Please feel free to contact myself at [REDACTED] or [REDACTED] or Derek Dudek at [REDACTED] or [REDACTED] if you need any further information. Thank you and I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Rickel".

Adam Rickel
Project Manager

APPENDIX 'BB'

**CORRESPONDENCE BETWEEN EAST DURHAM AND COUNTY DATED
SEPTEMBER 10, 2013**

From: Dudek, Derek
To: ["Hoy, Pat"; Rickel, Adam](#)
Cc: [Rob Cascaden](#)
Subject: RE: East Durham Wind, Inc. Entrance Permit Applications
Date: Tuesday, September 10, 2013 4:15:00 PM

Pat,

I just left you a message. Can you, Adam and I talk about this. When works for you tomorrow?

Derek
[REDACTED]

From: Hoy, Pat [mailto:[REDACTED]]
Sent: Tuesday, September 10, 2013 3:32 PM
To: Rickel, Adam
Cc: Rob Cascaden; Dudek, Derek
Subject: RE: East Durham Wind, Inc. Entrance Permit Applications

Guys,

I believe we will be cancelling this meeting due to the following:

1. The Road Use Agreement is back with our solicitor and should be finalized by him, and brought through committee/council prior to our issuing it for review.
2. At the last committee meeting, we were directed that all entrances to turbines are to be classified as industrial (rather than field entrances as we've been interpreting). Under the new policy, industrial uses require a commercial entrance which will most likely require a traffic study and a road use study (to examine structure loading, haul routes etc.). In addition, we've been advised by our solicitor that all entrances are to be reviewed under the new policy rather than the old regardless of when they were submitted.
3. I just feel that until the committee recommendation goes through council (October 8) and the road use agreement template is finalized, I'm not sure how much a meeting will advance the project.

Let me know your thoughts and give me a call tomorrow to discuss.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Rickel, Adam [mailto:[REDACTED]]
Sent: Wednesday, August 14, 2013 4:51 PM
To: Hoy, Pat; Schultz, Curtis
Cc: Rob Cascaden; Dudek, Derek
Subject: East Durham Wind, Inc. Entrance Permit Applications
Importance: High

Pat – Attached is one entrance permit application submitted on behalf of East Durham Wind, Inc. for a property along Grey Road 23. I have also included a scan of the check that is on its way to Grey County's offices and should be received tomorrow. I will attach, in a separate email, a second entrance permit application (not able to be included herein due to size constraints). Please confirm that these applications can be reviewed and brought to the Transportation Committee meeting for review on September 5 along with our other entrance permit applications (along CR 4). Thank you.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC

████████████████████

████████████████████

APPENDIX 'CC'

**MINUTES FROM SEPTEMBER 17, 2013 MEETING BETWEEN
EAST DURHAM AND COUNTY**

Grey County Meeting Notes – September 17, 2013

Attendees: Pat Hoy (Grey County Engineering Manager), Jim Stephenson (Grey County Transportation Department), Adam Rickel (NEER), Clay Cameron (NEER), Derek Dudek (IBI Group), Rob Cascaden (IBI Group), Bourke Thomas (NEER), Holly Davidson (NEER)

1. Entrance Permits

- a. NextEra submitted 6 of the 8 required entrance permits under old guidelines/regulations which Grey County indicated was acceptable at the time of submittal; recently, Grey County's solicitor advised the County Transportation Department Staff to process these permits under new guidelines/criteria
- b. Based on Resolution passed on Sept. 5 by Transportation Committee (which is still subject to Council approval on October 1), our entrance permits will be processed as industrial/commercial (as opposed to rural) and under the new, more restrictive guidelines. In addition, the following criteria must be met:
 - i. Must submit Traffic Impact and Road Assessment Studies to the County Transportation Department prior to County consideration of the permit applications (It was recommended that NextEra submit a scope of work to the Transportation Department for approval prior to commissioning such studies).
 1. Once the studies are completed, Staff will review and write a summary report for review at the next Transportation and Public Safety Committee (TAPS) meeting.
 - a. Note that the Transportation Services Department Staff must submit their report 13 days prior to the next TAPS meeting for consideration at such meeting. As such, any information NextEra wants considered must be submitted to Staff prior to that date.
 - ii. Also included in the report the Transportation Staff must draft for the TAPS committee prior to their review is the following information (as indicated in the recent Resolution):
 1. Policy Considerations and interpretation
 2. Applicable Fees
 3. Issues considered in the review
 4. Conditions or pre-conditions of approval
 5. Financial Securities
 6. Staff's intended decision on each
- c. Significant differences between old and new regulations:
 - i. # of entrances on a given property
 1. One entrance allowed per parcel; could potentially have a 2nd field access for lots with over 300m of frontage, yet East Durham entrances are considered industrial and may not be allowed to have more than one access per parcel in any event (Pat Hoy to confirm)
 - a. East Durham will be able to utilize existing entrances and such permit applications cannot be denied.
 - b. Grey County Staff indicated that East Durham will likely be able to "shift" entrances, such that closing an existing entrance in favor of a new entrance build will be treated the same way as fixing up an existing entrance (and, therefore, cannot be denied).

- c. Grey County Staff indicated that building temporary entrances somewhat away from the permanent entrances will be acceptable as long as the permanent entrances are where indicated on specific diagrams; these temporary entrances will be depicted on diagrams and submitted to Grey County Staff.
 - ii. Line of sight and horizontal curve of road
 - iii. # of entrances on one side of road per km
 - iv. Entrance Separation – 150m is required
 - d. Grey County Staff indicated that we do not need to fill out new entrance permit application forms, even though there are separate forms for industrial/commercial permits
 - i. There are increased Insurance requirements in the new permit application template
 - e. Process/timeline for review/approval is unclear (Pat Hoy to research and confirm)
 - f. Industrial permits require a \$5,000 deposit with \$4,000 refundable after work is complete
 - i. East Durham owes an additional \$27,480 for all 6 permit applications (over and above the \$600/application x 6 applications already submitted)
 - ii. Grey County Staff indicated that they can analyze the applications and draft their recommendation before the fees are paid (yet Applicant will submit additional fees promptly)
 - g. The Grey County Director of Transportation has some discretion with regard to securities and other items, but ultimate approval responsibility is unclear (Pat Hoy to research and confirm).
 - h. We are being considered a small utility entrance

2. Traffic Impact and Road Assessment Study

- a. The additional detail provided by Grey County are below (from notes provided by the County at the Sept. 17th meeting):
 - i. “A Traffic Impact Study focusing on the long term effect of the entrance on the traffic network and confirmation that no additional lanes are required.” As well as an analysis of the entrance during construction. If additional lanes are required, a road occupancy permit would be required.”
 - ii. “The Road Assessment should identify all impacts on any road, intersection, or structure on the proposed haul route. This should include measures to correct/mitigate any road/structure life reductions occurring as a direct result of the turbine construction.”
 - iii. “The Road Assessment should also include a summary of all work required for project completion and an estimate of construction costs that could be utilized by Grey County to determine appropriate securities. “

3. Road Use Agreement

- a. Will not consider matters related to entrances, encroachment permits, required studies, etc
 - i. Rather, will be an overall use agreement; all location specific information will be included in the other permits required to be obtained
 - ii. Grey County Staff to further investigate the need for this agreement and what it will cover
- b. The template Road Use Agreement is being based off of a recently-approved agreement for placing fiber-optic cable in road ROW. It is currently with the Grey County solicitor for review.

- i. Following solicitor approval, the agreement will be circulated to the lower tier municipalities for their input
 1. This could very well require Council review and sign-off
- ii. Agreement will then be forwarded to the Transportation and Public Safety (TAPS) Committee for a resolution
- iii. The following month, agreement will process to County Council for endorsement
 1. It was Grey County's understanding that NextEra will not see this agreement until after it is approved at Council level; NextEra requested to review along with the lower tier municipalities so feedback is incorporated during the process (Pat Hoy to research and confirm)
 - a. County staff indicated that only very minor revisions to the final version are expected to be entertained; this could be problematic for NextEra
- c. Grey County Staff was unsure if financial requirements will apply to RUA (Pat Hoy to confirm)

4. Encroachment Permits

- a. Meant to deal with specific collection locations in ROW and other roadway/intersection improvements. Provides an ongoing right to be in the County ROWs with facilities, and also incorporates approvals/notifications for construction work
- b. County notes for Sept 17th meeting state that Road Use Agreement is to be approved before encroachment permits are submitted, yet that was not what Grey County Staff indicated during the meeting (Pat Hoy to confirm)
- c. County indicated this would be one permit for all improvements
- d. It is unclear who ultimately approves these permits, but they follow the same path as the Road Use Agreement
- e. County staff mentioned that they will not recommend that all collection lines be encased in concrete conduit

APPENDIX 'DD'

**CORRESPONDENCE BETWEEN EAST DURHAM AND COUNTY DATED
SEPTEMBER 23, 2013**

From: Thurston, Lance [redacted]
Received: Monday, 23 Sep 2013, 2:10pm
To: Dudek, Derek [redacted]
CC: Kelly, Michael [redacted]; Hoy, Pat [redacted] Colton, Penny
[redacted]; Nunno, Kathie [redacted]; Vokes, Sharon
[redacted]
Subject: RE: East Durham - request for meeting

Mr. Dudek, thank you for copying me in on your email to Sharon Vokes our county clerk. Sharon is on vacation so I am responding on her behalf to the letter of September 23rd signed by Adam Rickel, that you attached to your email. It is my understanding that you are working with Mike Kelly, our Transportation Director, on this file. Mike will be in touch with you soon regarding your meeting request.

Lance Thurston

CAO
Grey County
595 9th Avenue East
Owen Sound, ON N4K 3E3



<http://www.grey.ca>
<http://www.visitgrey.ca>



From: Dudek, Derek [mailto:redacted]
Sent: Monday, September 23, 2013 1:17 PM
To: Vokes, Sharon
Cc: Thurston, Lance; Kelly, Michael; Hoy, Pat
Subject: East Durham - request for meeting

Hello Sharon,
Please see the attached letter requesting a meeting of senior staff.

Thank you,

Derek Dudek | Community Relations Consultant
NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2
Canada
office: [redacted]

mobile: [REDACTED]
[REDACTED]

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September 23, 2013

Ms. Sharon Vokes
Clerk/Director of Council Services
Corporation of the County of Grey
595 9th Avenue East
Owen Sound ON N4K 3E3

Dear Ms. Vokes:

On Tuesday, September 17, 2013 representatives from NextEra Energy Canada, ULC ("NextEra") met with representatives from the Corporation of the County of Grey's Transportation Services Department to discuss various items related to East Durham Wind, Inc.'s proposed 14-turbine East Durham Wind Energy Centre ("East Durham"). More specifically, the meeting was held to discuss a proposed Road Use Agreement (which is intended to address East Durham's proposed collection lines in County Road Rights-of-Way), Entrance Permits, Encroachment Permits, and other permits necessary for us to construct and operate East Durham. This meeting followed others over the past year where the timeline and specific policies related to the proposed Wind Energy Centre were discussed. NextEra appreciates staff taking the time to meet and discuss the East Durham project. However, many questions remain as to the application of such policies as well as the timing and persons/committees responsible for such agreement and approvals.

NextEra is requesting an additional meeting at the County offices in Owen Sound with the Director of Transportation Services and the County's solicitor (and any other County representative which will play a role in processing the project's road use agreement or other permit applications) to review in further detail the proposed Road Use Agreement; the County's Entrance Permit and Encroachment Permit policies; and decision timelines for all necessary project approvals. NextEra requests such a meeting on any of the following days: September 27, 2013 or September 30, 2013 - October 4, 2013. Upon confirmation of this meeting, NextEra will send a more formal agenda.

Please respond to this request by close of business on Wednesday, September 25, 2013. NextEra appreciates the opportunity to work with County representatives to formalize a clear path forward for the East Durham project development.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Rickel".

Adam Rickel
Project Manager, NextEra Energy Canada, ULC

Cc: Lance Thurston, Grey County Chief Administrative Officer
Michael Kelly, Grey County Director of Transportation Services
Patrick Hoy, Grey County Engineering Manager
Ashley Pinnock, NextEra Energy Canada, ULC
Derek Dudek, NextEra Energy Canada, ULC

NextEra Energy Canada, ULC

390 Bay Street, Suite 1720 | Toronto, Ontario M5H 2Y2 | [REDACTED]

APPENDIX 'EE'

CORRESPONDENCE FROM EAST DURHAM TO COUNTY

DATED SEPTEMBER 26, 2013

Kneteman, Christie

From: Dudek, Derek <[REDACTED]>
Sent: September-26-13 1:34 PM
To: [REDACTED]
Cc: Rickel, Adam; [REDACTED]
Subject: East Durham - recap of call

Hello Mike,

Thanks for getting back to us today. I wanted to take this opportunity to confirm some of the items we spoke about, and request that we have a call later today, or write back to me to address some of our outstanding issues:

- You are expecting comments back from your lawyer in approx. 1 week on the draft Road User Agreement and are intending to bring it to TAPS Committee meeting on October 17th. Can you confirm whether we would be able to review the RUA in advance of it going to TAPS to address any outstanding concerns, including with respect to the proposed location of the project's distribution facilities within County road allowances. We would appreciate the opportunity to work with you on agreement language prior to it being reviewed by the TAPS committee and feel that it would be in the best interest of the Project and the Municipality.
- If all goes well at the Oct 17th TAPS, the RUA will be brought forward for approval at the Nov 5 Council meeting.
- You had asked what our schedule was in wanting to have an executed RUA. Our request would be that this be executed upon approval by the County at the November 5 Council meeting, which lends urgency to our requests above. As mentioned to staff in prior discussions and correspondences, we plan to begin construction by year end.
- We would also like to discuss with you the expected timelines for issuance of entrance and encroachment permits that we have been discussing with Pat Hoy and Jim Stevenson to date. We are seeking clarity on the approval process as well as some of the criteria stated in the entrance permit guidelines. We believe that a face-to-face meeting next week to discuss this is warranted given the many uncertainties discussed in last week's meeting between NextEra and Grey County staff.

As you may know, the Project is in the late stages of the REA application process, and is scheduled to begin construction this year. Given this construction timeline, it is becoming increasingly important for East Durham to execute the RUA to determine the location of its distribution facilities within the County road allowances, and to obtain all other necessary permits from the County, as soon as possible. With respect to the RUA, we would of course like to work with you to avoid an application to the Ontario Energy Board to determine the location of the distribution facilities within the County road allowances, but given the project timing would have to consider that application if it becomes apparent that the location cannot be agreed upon as part of the RUA approval on Nov. 5. In the meantime, we are ready to make ourselves available to make sure we can reach agreement with the County on any outstanding issues prior to the October 17 TAPS meeting. I trust that you will pass our timelines along to Council as well.

Thank you,

Derek Dudek | Community Relations Consultant

NextEra Energy Canada, ULC

390 Bay Street, Suite 1720

Toronto, ON M5H 2Y2

Canada

office: [REDACTED]

mobile: [REDACTED]

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APPENDIX 'FF'

**CORRESPONDENCE FROM EAST DURHAM TO COUNTY
DATED SEPTEMBER 27, 2013**

From: Rickel, Adam
Sent: Friday, September 27, 2013 8:43 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cameron, Clay
Subject: RE: East Durham Wind Project
Importance: High

Pat – I understand that the Road Use Agreement template is being finalized for Director of Transportation Services review. In the meantime, NextEra requests a meeting on-site (at the proposed East Durham Wind Energy Centre location) to review the exact proposed locations for the East Durham underground distribution system proposed in Grey County rights-of-way. This is following our email request from this past June to review the proposed locations. One of our construction team members would like to meet the appropriate Grey County representative on-site during the week of September 30, 2013 – October 4, 2013 to review and agree on the proposed locations while the Road Use Agreement language is being finalized. Please advise who from Grey County will handle this and we can have our construction team member work with them to set up this meeting. Thank you.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: [REDACTED]
C: [REDACTED]

From: Hoy, Pat [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Monday, August 26, 2013 4:14 PM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

The utility road use template is currently with our solicitor and should be done shortly.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Monday, July 29, 2013 1:55 PM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Hi Pat,

Just following up on this earlier email from yourself. Is there any update on the entrance permits? I believe you were on holidays when I last inquired.

Thanks and hope you are enjoying your summer.

Derek
[REDACTED]

From: Hoy, Pat [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Tuesday, July 09, 2013 8:03 AM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Derek,
Attached is the DRAFT Service Agreement. This has yet to be approved by Council. It is currently being finalized by the Clerk's department but thought I may as well get it out to you.

Sorry for the prolonged delay.
Jim Stevenson was looking at the entrance permits yesterday and we should have some feedback on those shortly.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Wednesday, July 03, 2013 10:53 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Thanks Pat,
Anything we can do to help the process along, just ask.

Take care,

Derek Dudek | Community Relations Consultant
NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2
Canada
office: [REDACTED]
mobile: [REDACTED]

[REDACTED]

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From: Hoy, Pat [mailto:[REDACTED]]
Sent: Thursday, June 27, 2013 11:04 AM
To: Dudek, Derek
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

It's on my list to modify our current one (for fibre) to suit this case. Working on it, not sure on dates.

Jim Stevenson has been looking at your entrance permits, he's been having some issues and sometimes the Civic Address doesn't match the air photo. He should have them reviewed next week.

Pat Hoy
Engineering Manager
Phone: +1 [REDACTED]



From: Dudek, Derek [mailto:[REDACTED]]
Sent: Thursday, June 27, 2013 11:01 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Rickel, Adam
Subject: RE: East Durham Wind Project

Hi Pat,

Any word on the draft RUA?

We were notified by the County that Council may be considering passing a motion to be "not a willing host" to turbines, and are concerned about impacts this may have on any progress we've made with the County to date.

Derek
[REDACTED]

From: Hoy, Pat [mailto:[REDACTED]]
Sent: Thursday, May 23, 2013 10:28 AM
To: Rickel, Adam
Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark
Subject: RE: East Durham Wind Project

The draft Road Use Agreement went to our solicitor this week so I wouldn't think it would be too long coming back.

We will start to review the haul routes and typical drawings shortly.

Pat Hoy

Engineering Manager

Phone: +1 [REDACTED]



From: Rickel, Adam [\[mailto:\[REDACTED\]\]](mailto:[REDACTED])

Sent: Thursday, May 23, 2013 10:17 AM

To: Hoy, Pat

Cc: Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark

Subject: RE: East Durham Wind Project

Pat – In anticipation of the upcoming Road Use Agreement draft, I have attached a number of diagrams for your review. The first PDF shows the East Durham project heavy haul route including which intersections we propose utilizing for such heavy haul (there will need to be improvements on those intersections). The first zip file attached titled "Collection Location Maps and Typical" includes our proposed collection locations in County ROWs as well as typical collection cable installation drawings. The second zip file attached titled "Entrance Typical Drawings" shows our proposed entrance design and associated diagrams. Please review these documents and let myself and Travis Turner know if you have any questions or concerns. We would like to meet with you in the coming weeks, once we receive and review the draft Road Use Agreement, to discuss these designs/drawings as well as the agreement language and project timing. I look forward to hearing from you soon. Thank you.

Sincerely,

Adam Rickel

Project Manager

NextEra Energy Canada, ULC

W: [REDACTED]

C: [REDACTED]

From: Hoy, Pat [\[mailto:\[REDACTED\]\]](mailto:[REDACTED])

Sent: Thursday, May 16, 2013 7:15 AM

To: Rickel, Adam

Cc: Morrison, Sarah; Dudek, Derek

Subject: RE: East Durham Wind Project

Just to let everyone know, we're still working through the agreement.

Patrick Hoy, P.Eng.

Engineering Manager

Grey County
595 9th Avenue East
Owen Sound, ON N4K 3E3
Phone: +1 [REDACTED]
Mobile: +1 [REDACTED]
Fax: +1 [REDACTED]
[REDACTED]

<http://www.grey.ca>
<http://www.visitgrey.ca>



From: Rickel, Adam [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Monday, May 06, 2013 10:25 AM
To: Hoy, Pat
Cc: Morrison, Sarah; Dudek, Derek
Subject: Re: East Durham Wind Project

Great, thank you for the update Pat. In the meantime, is there anything further that you need from us at this point? Otherwise, we will await the form of Road Use Agreement.

Sincerely,
Adam Rickel

On May 6, 2013, at 7:46 AM, "Hoy, Pat" <[REDACTED]> wrote:

Adam,
Our final agreement will be heading to our solicitor after this week. It should return shortly and we can begin modifying it to suit your project.

Patrick Hoy, P.Eng.
Engineering Manager
Grey County
595 9th Avenue East
Owen Sound, ON N4K 3E3
Phone: +1 [REDACTED]
Mobile: +1 [REDACTED]
Fax: +1 [REDACTED]
[REDACTED]
<http://www.grey.ca>
<http://www.visitgrey.ca>



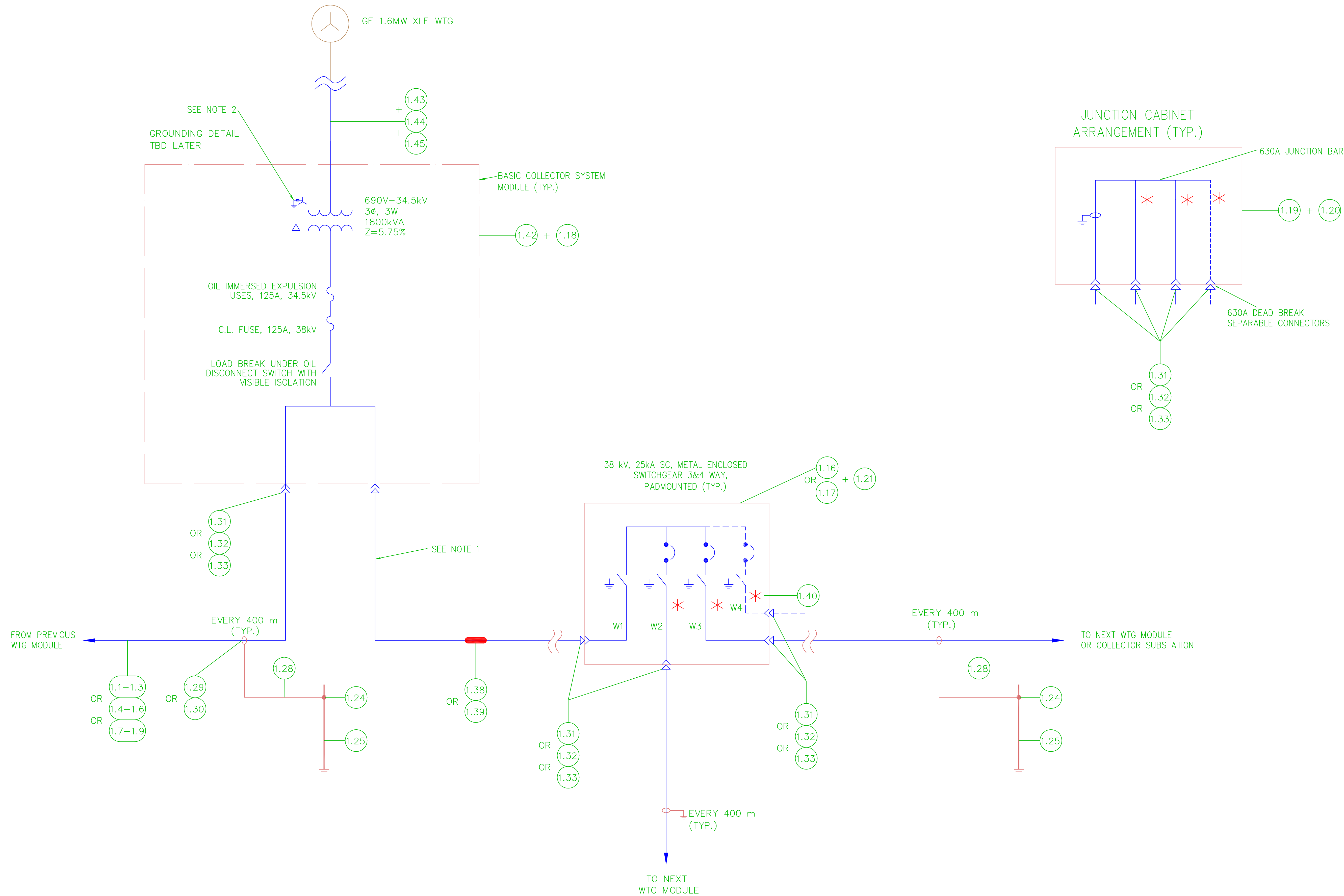
From: Rickel, Adam [<mailto:> ██████████]
Sent: Friday, May 03, 2013 9:15 AM
To: Hoy, Pat; Morrison, Sarah
Cc: Dudek, Derek; Rickel, Adam
Subject: East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel
Project Manager
NextEra Energy Canada, ULC
W: ██████████
C: ██████████



EQUIPMENT LIST:

1. ALL U/G CABLES ARE 35kV, TRXLPE AL, 100% INSULATED WITH CONCENTRIC NEUTRAL 1/3%.
2. ALL SWITCHGEARS ARE 3 & 4-WAY (2 LOAD BREAK AND 1 FAULT BREAK INTERRUPTER), 38kV PADMOUNTED, 150kV BIL, 600A, 25kA, 3-POLE.
3. ALL TRANSFORMERS ARE 690V/34.5kV, 1800kVA, 3-PHASE, ONAN.

NOTES:

1. FOR THE LAST WTG IN EACH FEEDER, USE ELBOW TYPE SURGE ARRESTER.
2. GROUNDING CABLES, 250kcmil BARE COPPER TO BE CONNECTED TO OUTER RING OF FOUNDATION GROUNDING (REF. DART #104W2406).
3. W1-4 (AMP) WILL REQUIRE MAXIMUM 630A. ACTUAL AMPACITY WILL BE DETERMINED BASED ON ACTUAL NUMBER OF WTG's ON EACH INCOMING WAY.
4. FOR ITEM NUMBER CLARIFICATION SEE BOM.

LEGEND:

ITEM	SYMBOL	DESCRIPTION
1		POWER TRANSFORMER
2		LOAD BREAK SWITCH
3		FAULT INTERRUPTER
4		FUSE
5		WYE CONNECTED WINDING AND GROUND
6		DELTA CONNECTED WINDING
7		CABLE SOLID BONDING
8		FAULT INDICATOR
9		CONDUCTOR SPLICE
10		DEAD BREAK CONNECTOR
11		GROUNDING ROD

PRELIMINARY DRAWING
NOT TO BE USED FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZED
C	13/05/17	ISSUED FOR IFB REVIEW	DH	AF	AF	RE
B	13/05/10	ISSUED FOR IFB REVIEW	DB	AF	AF	RE
A	13/05/18	ISSUED FOR IFB REVIEW	IO	AF	AF	RE
NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZED
		REVISIONS/ISSUE	DRAFTING		ENGINEERING	

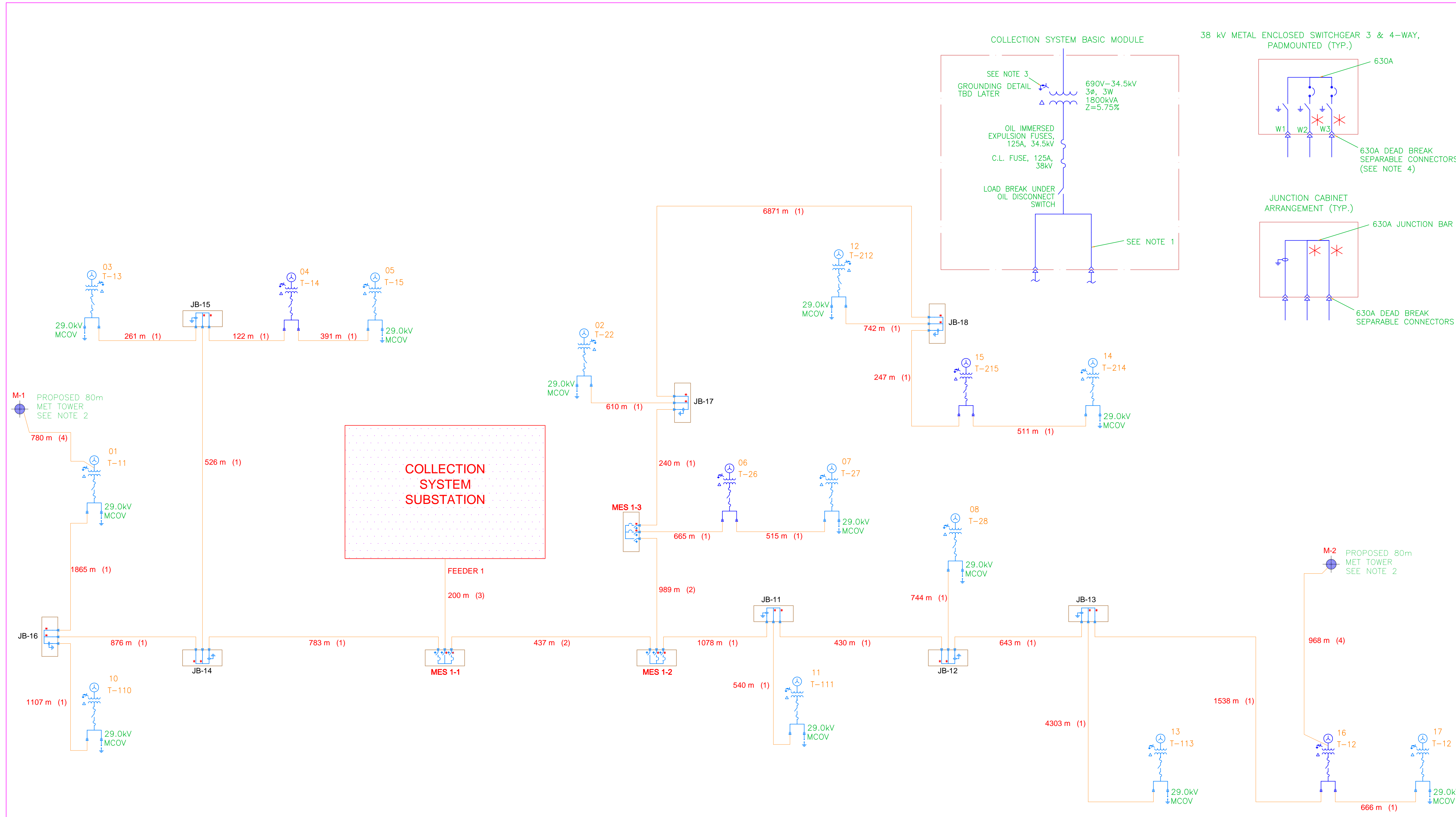
SUB CONSULTANTS:	PERMIT STAMP	SEAL
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DESIGNED BY: A. FIRZA	PREPARED BY: D. BOWERS	REVIEWED BY: R. EFTEKHARI
AUTHORIZED BY:	DATE: 2012/12/19	SCALE: N.T.S.

CLIENT: **NEXTERA ENERGY CANADA**

TETRA TECH

PROJECT NAME: EAST DURHAM COLLECTION SYSTEM
DRAWING DESCRIPTION: BASIC COLLECTION SYSTEM MODULE SINGLE LINE DIAGRAM
DRAWING NO: 1291651200-DWG-E3001
REV: C



- EQUIPMENT LIST:**
- ALL U/G CABLES ARE 35kV, TRXLPE AL, 100% INSULATED WITH CONCENTRIC NEUTRAL.
 - ALL SWITCHGEARS ARE 3 AND 4-WAY 38kV PADMOUNTED, 150kV BIL, 630A, 25kA.
 - ALL TRANSFORMERS ARE 690V/34.5kV, 1800kVA, 3-PHASE, ONAN.

- NOTES:**
- FOR THE LAST WTG IN EACH FEEDER, USE ELBOW TYPE SURGE ARRESTER.
 - POWER FROM CLOSEST WTG. A DEDICATED TRANSFORMER IS CONNECTED TO 690V SIDE.
 - GROUNDING CABLES, 250kcmil BARE COPPER TO BE CONNECTED TO OUTER RING OF FOUNDATION GROUNDING (REF. DART #104W2406).
 - W1-4 (AMP) WILL REQUIRE MAXIMUM 630A. ACTUAL AMPACITY WILL BE DETERMINED BASED ON ACTUAL NUMBER OF WTG'S ON EACH INCOMING WAY.

LEGEND:

ITEM	SYMBOL	DESCRIPTION
1		POWER TRANSFORMER
2		LOAD BREAK SWITCH
3		FAULT INTERRUPTER
4		FUSE
5		WYE CONNECTED WINDING AND GROUND
6		DELTA CONNECTED WINDING
7		CABLE SOLID BOUNDING EVERY 400 m TYP.
8		ELBOW TYPE SURGE ARRESTER
9		WIND TURBINE GENERATOR
10		METEOROLOGICAL TOWER
11		FAULT INDICATOR

CONDUCTOR SIZES:

- 35kV 4/0 AWG AL - 3/4 NEUTRAL
- 35kV 500 kcmil AL - 1/3 NEUTRAL
- 35kV 1000 kcmil AL - 1/6 NEUTRAL
- 1kV TECK 90 CABLE #8 AWG

FEEDER F1 TOTAL:

17 TURBINES (27.2 MW)
 455.7 AMPS @0.9 PF FOR 1000 kcmil
 321.7 AMPS @0.9 PF FOR 500 kcmil
 160.8 AMPS @0.9 PF FOR 4/0

PRELIMINARY DRAWING

NOT TO BE USED FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZE
B	13/05/17	ISSUED FOR BID	AMC	AF	AF	RE
A	13/05/14	ISSUED FOR REVIEW	IO	AF	AF	RE
NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZE
REFERENCE DRAWINGS	REVISIONS/ISSUE	DRAFTING	ENGINEERING			

SUB CONSULTANTS:

PERMIT STAMP

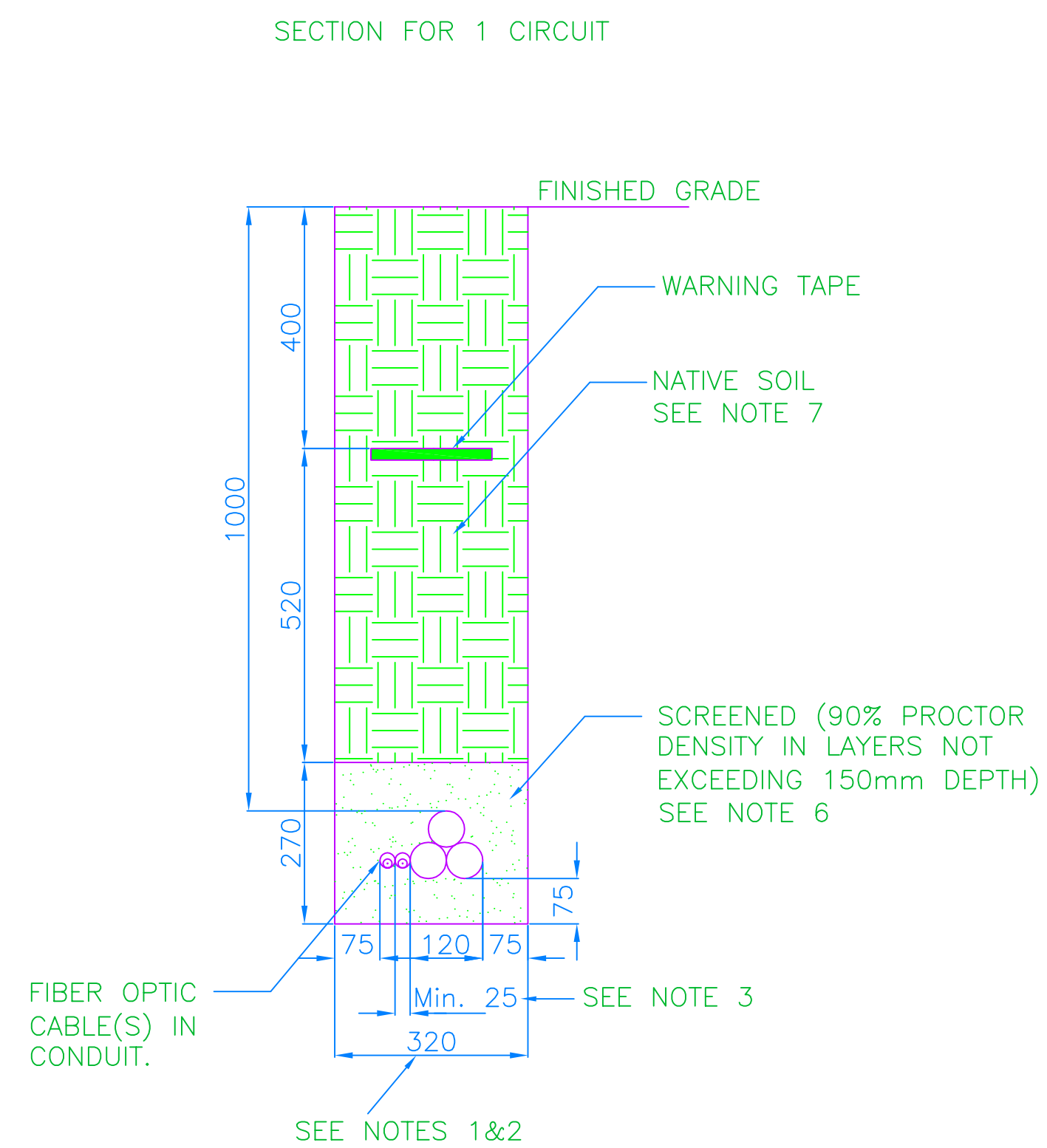
SEAL

DESIGNED BY: A. FIRZA	PREPARED BY: A. MEDINA C.	REVIEWED BY: R. EFTEKHARI
AUTHORIZED BY: R. EFTEKHARI	DATE: 2013/02/16	SCALE: N.T.S.

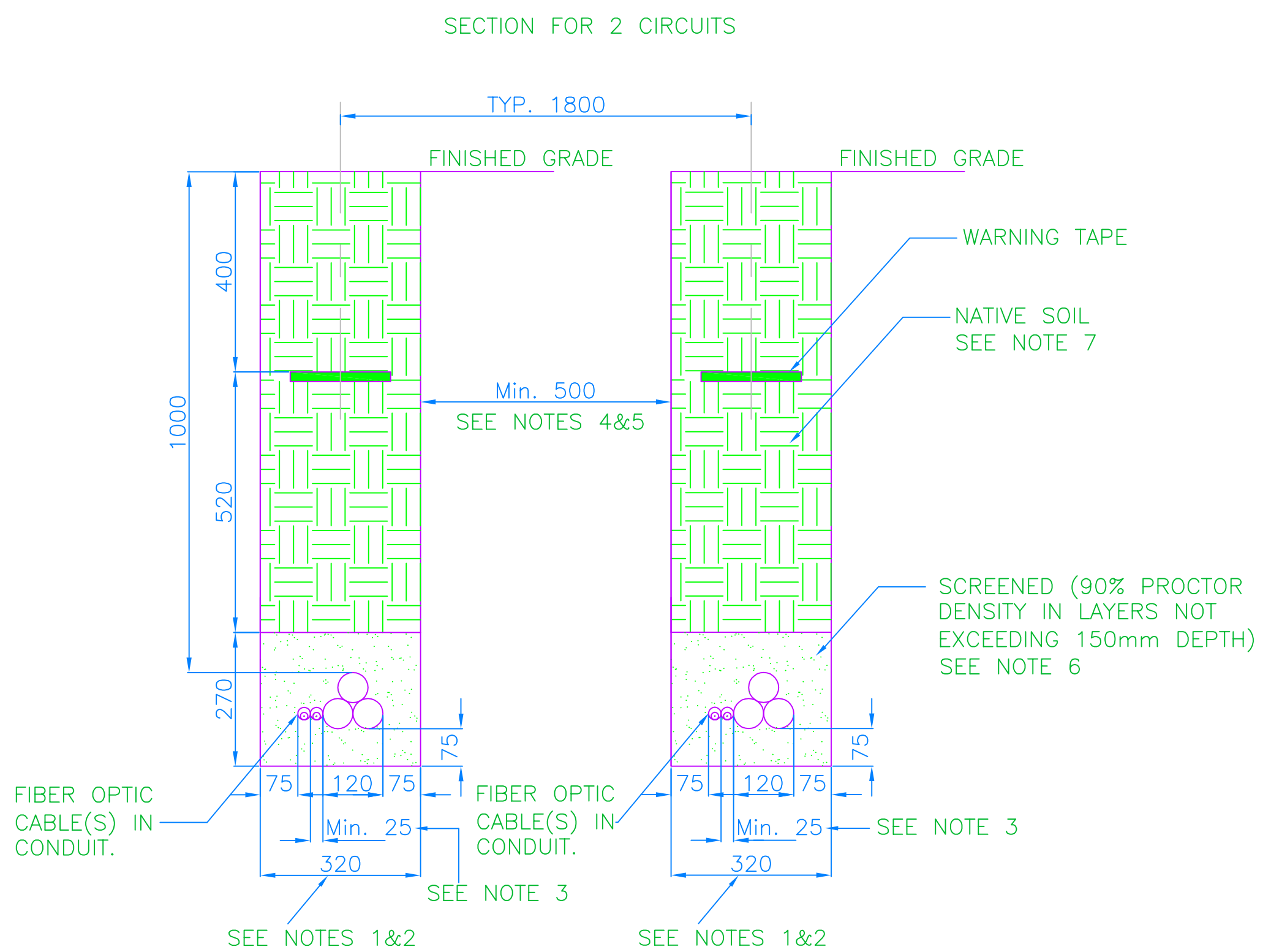
THE CONTENT OF THIS DOCUMENT IS NOT INTENDED FOR THE USE OF, NOR IS IT INTENDED TO BE RELIED UPON BY ANY PERSON, FIRM OR CORPORATION OTHER THAN THE CLIENT AND TETRA TECH WEI INC. (Tetra Tech). TETRA TECH WEI INC. (Tetra Tech) DENIES ANY LIABILITY WHATSOEVER TO OTHER PARTIES FOR DAMAGES OR INJURY SUFFERED BY SUCH THIRD PARTY ARISING FROM THE USE OF THIS DOCUMENT BY THEM, WITHOUT THE EXPRESSED WRITTEN AUTHORITY OF TETRA TECH WEI INC. (Tetra Tech) AND OUR CLIENT. THIS DOCUMENT IS SUBJECT TO FURTHER RESTRICTIONS IMPOSED BY THE CONTRACT BETWEEN THE CLIENT AND TETRA TECH WEI INC. (Tetra Tech) AND THESE PARTIES' PERMISSION MUST BE SOUGHT REGARDING THIS DOCUMENT IN ALL OTHER CIRCUMSTANCES.

CLIENT:

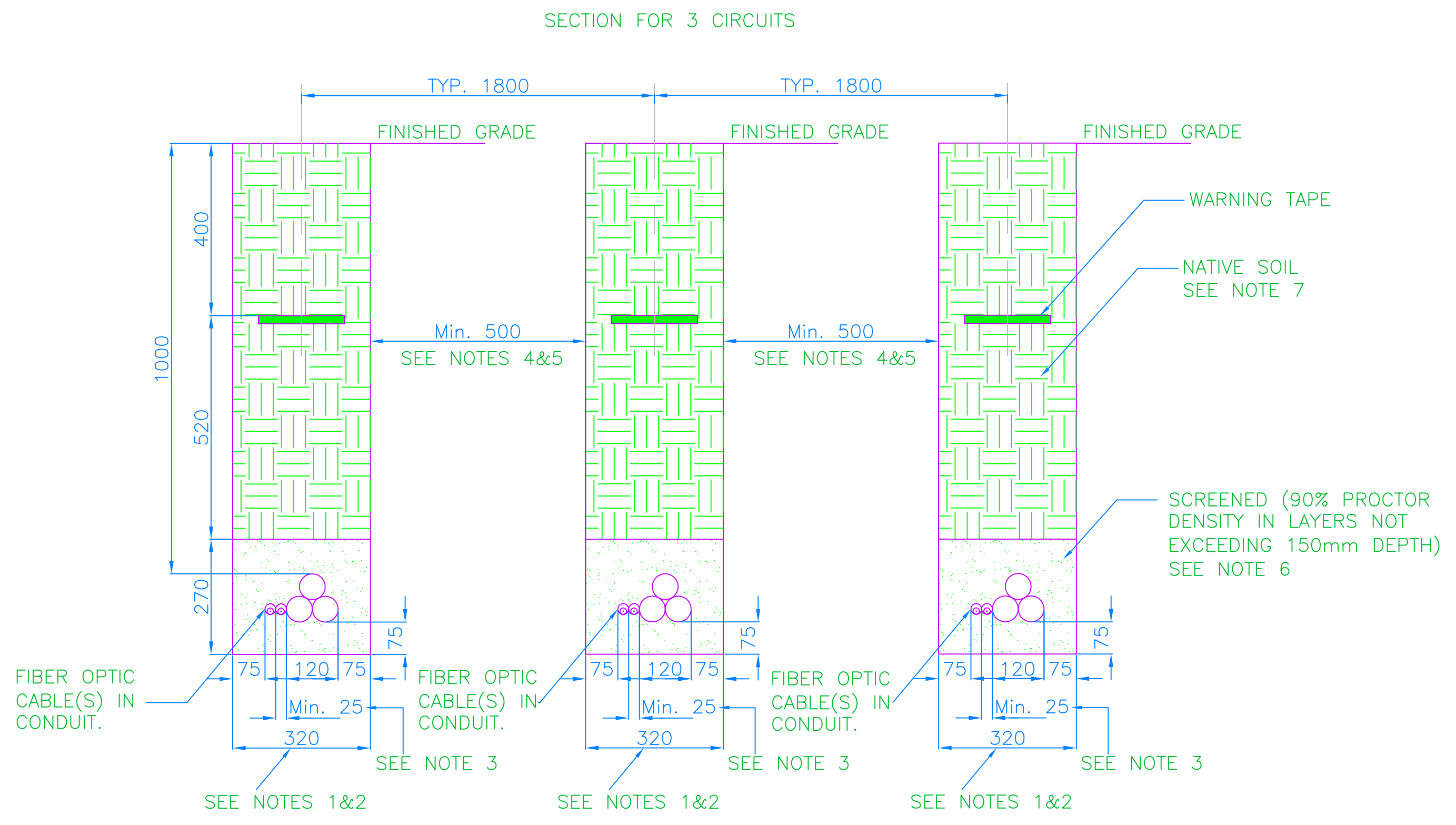
PROJECT NAME: EAST DURHAM COLLECTION SYSTEM
DRAWING DESCRIPTION: EAST DURHAM ONE LINE DRAWING
DRAWING NO: 1291651200-DWG-E3002
REV: B



TYPICAL UNDERGROUND SUPPLY AND FIBER OPTIC CABLES RUN LAYOUT FOR FLAT TRENCH



TYPICAL UNDERGROUND SUPPLY AND FIBER OPTIC CABLES RUN LAYOUT FOR FLAT TRENCH



TYPICAL UNDERGROUND SUPPLY AND FIBER OPTIC CABLES RUN LAYOUT FOR FLAT TRENCH

- NOTES:**
- CABLE TRENCH WIDTH MIN. 320 mm FOR MAX SUPPLY. CABLE SIZE OF 1000 kcmil AND MAX. FIBRE OPTIC CABLE IN CONDUIT IS 2.5mm DIAMETER.
 - FULL MECHANICAL EXCAVATION ONLY. (NO HUMAN LABOUR IN THE TRENCH).
 - IN CASE FIBRE OPTIC CABLE IS OF ARMORED OR METALLIC SHEATHED, DISTANCE TO SUPPLY CABLE AND OVERALL TRENCH WIDTH SHOULD BE INCREASED TO 300 mm AND 600 mm RESPECTIVELY.
 - MIN. 500 mm IN STIFF SOIL CONDITION. THIS SHOULD BE INCREASED IN SOFTER SOIL TO AVOID TRENCH COLLAPSE.
 - TRENCHES SHALL BE DUG ONE AT A TIME. NO SIMULTANEOUS DIGGING IS ALLOWED.
 - PROCTOR DENSITY TO BE INCREASED TO 95% IF VEHICULAR TRAFFIC IS EXPECTED.
 - NATIVE SOIL SHALL BE COMPACTED TO PROPER DENSITY TO AVOID THE SOIL TO SINK AFTER CONSTRUCTION.

PRELIMINARY DRAWING
NOT TO BE USED FOR CONSTRUCTION

NO.	DESCRIPTION	NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZE
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	1291651201-DWG-E-0004 CHANGED TO 1291651200-DWG-E-0004	A	13/05/18	ISSUED FOR IFB REVIEW	IO	AF	AF	RE
	REFERENCE DRAWINGS			REVISIONS/ISSUE		DRAFTING		ENGINEERING

SUB CONSULTANTS:

PERMIT STAMP

SEAL

DESIGNED BY: A. FIRZA	PREPARED BY: D. BOWERS	REVIEWED BY: R. EFTEKHARI
AUTHORIZED BY: R. EFTEKHARI	DATE: 2013/02/05	SCALE: N.T.S.

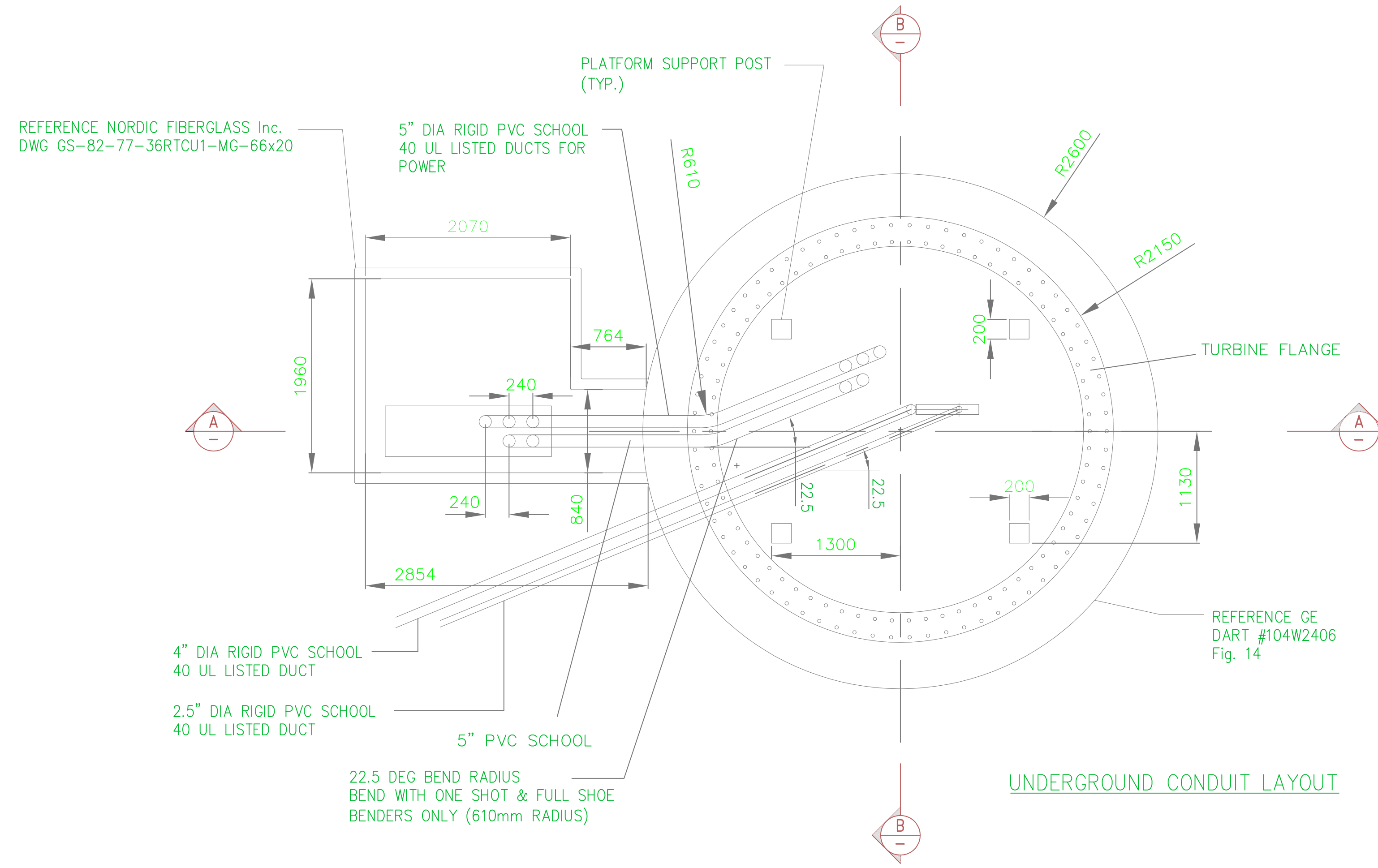
CLIENT: _____

TETRA TECH

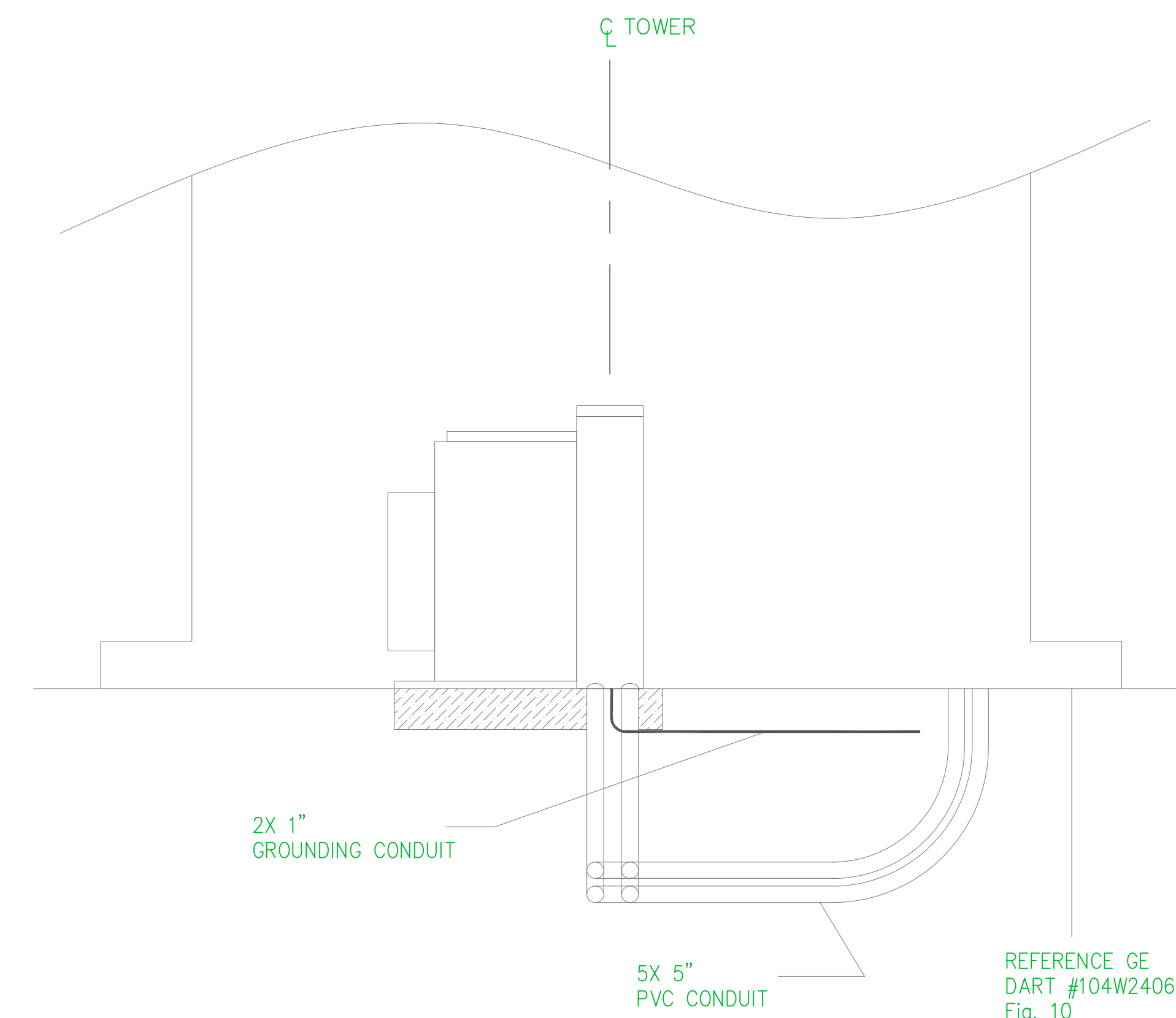
PROJECT NAME: EAST DURHAM COLLECTION SYSTEM
DRAWING DESCRIPTION: TYPICAL CABLE TRENCH INSTALLATION
DRAWING NO: 1291651200-DWG-E-0004
REV: B

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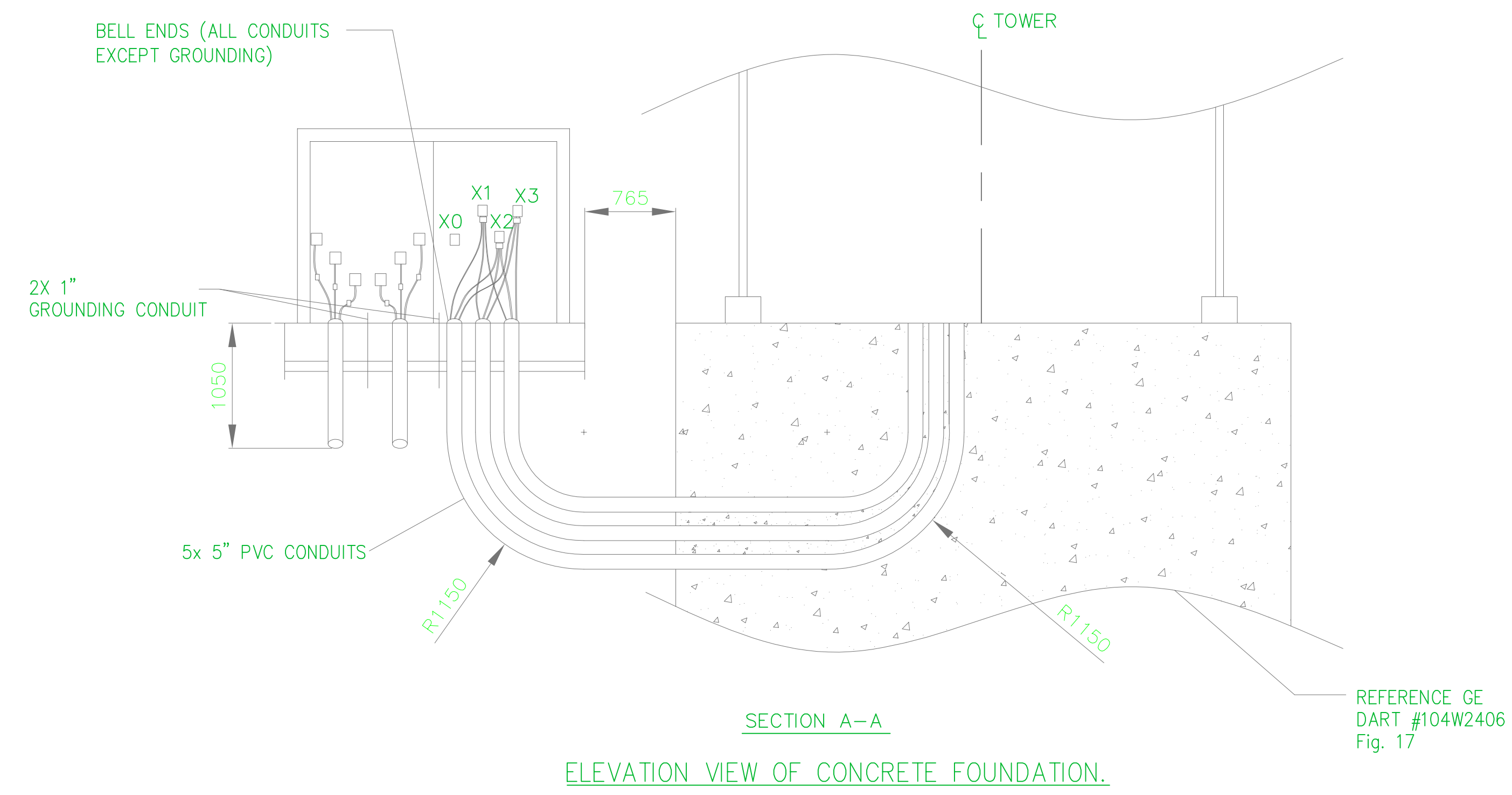
ALL DIMENSIONS ARE IN MILLIMETERS



UNDERGROUND CONDUIT LAYOUT



SECTION B-B
ELEVATION VIEW OF POWER CONDUITS.



SECTION A-A
ELEVATION VIEW OF CONCRETE FOUNDATION.

PRELIMINARY
DRAWING

NOT TO BE
USED FOR
CONSTRUCTION

NO.	DESCRIPTION	DATE	ISSUED FOR IFB REVIEW	TO	AF	AF	RE
A		13/04/01	ISSUED FOR IFB REVIEW				
NO.	DESCRIPTION	DATE	PREPARED	REVIEW	DESIGN	AUTHORIZE	
	REFERENCE DRAWINGS				DRAFTING		ENGINEERING

SUB CONSULTANTS:			
PERMIT STAMP			
SEAL			

DESIGNED BY: A. FIRZA	PREPARED BY: I. OLIN	REVIEWED BY: R. EFTEKHARI
AUTHORIZED BY: R. EFTEKHARI	DATE: 2013/03/26	SCALE: N.T.S.

CLIENT:



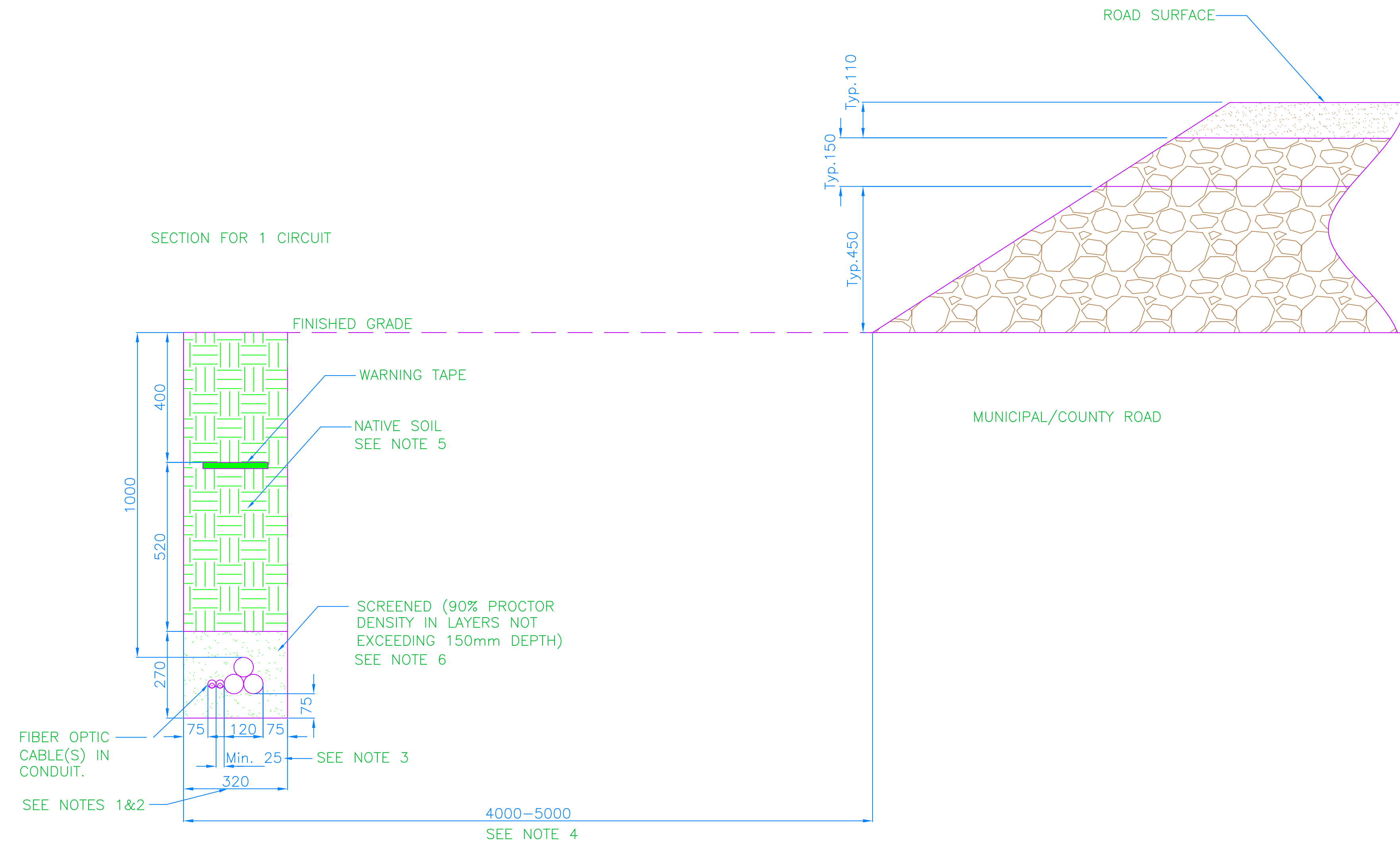
PROJECT NAME: EAST DURHAM COLLECTION SYSTEM
DRAWING DESCRIPTION: UNDERGROUND CONDUIT LAYOUT FOR 2 kV LV CABLE
DRAWING NO: 1291651200-DWG-E3008
REV: A

3D MODEL REF NO.

DM (36" x 24")

NOTES:

1. CABLE TRENCH WIDTH MIN. 320 mm FOR MAX SUPPLY. CABLE SIZE OF 1000 kcmil AND MAX. FIBRE OPTIC CABLE IN CONDUIT IS 2.5mm DIAMETER.
2. FULL MECHANICAL EXCAVATION ONLY. (NO HUMAN LABOUR IN THE TRENCH).
3. IN CASE FIBRE OPTIC CABLE IS OF ARMORED OR METALLIC SHEATHED, DISTANCE TO SUPPLY CABLE AND OVERALL TRENCH WIDTH SHOULD BE INCREASED TO 300 mm AND 600 mm RESPECTIVELY.
4. TRENCH CONSTRUCTION SHOULD NOT DISTURB THE MUNICIPAL/COUNTY ROAD, NOR ITS PAVED SHOULDERS.
5. NATIVE SOIL SHALL BE COMPACTED TO PROPER DENSITY TO AVOID THE SOIL TO SINK AFTER CONSTRUCTION.
6. PROCTOR DENSITY TO BE INCREASED IF VEHICULAR TRAFFIC IS EXPECTED.



TYPICAL UNDERGROUND SUPPLY AND FIBER OPTIC CABLES RUN LAYOUT FOR FLAT TRENCH

PRELIMINARY DRAWING

NOT TO BE USED FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZE
B	13/05/17	ISSUED FOR IFB REVIEW	DH	AF	AF	RE
A	13/05/18	ISSUED FOR PRELIMINARY REVIEW	TO	AF	AF	RE
NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZE
REFERENCE DRAWINGS		REVISIONS/ISSUE	DRAFTING	ENGINEERING		

DESIGNED BY	PREPARED BY	REVIEWED BY	CLIENT
A. FIRZA	D. BOWERS	R. EFTEKHARI	
AUTHORIZED BY	DATE	SCALE	
	2013/03/11	N.T.S.	

DESIGNED BY	PREPARED BY	REVIEWED BY	CLIENT
A. FIRZA	D. BOWERS	R. EFTEKHARI	
AUTHORIZED BY	DATE	SCALE	
	2013/03/11	N.T.S.	

DESIGNED BY	PREPARED BY	REVIEWED BY	CLIENT
A. FIRZA	D. BOWERS	R. EFTEKHARI	
AUTHORIZED BY	DATE	SCALE	
	2013/03/11	N.T.S.	

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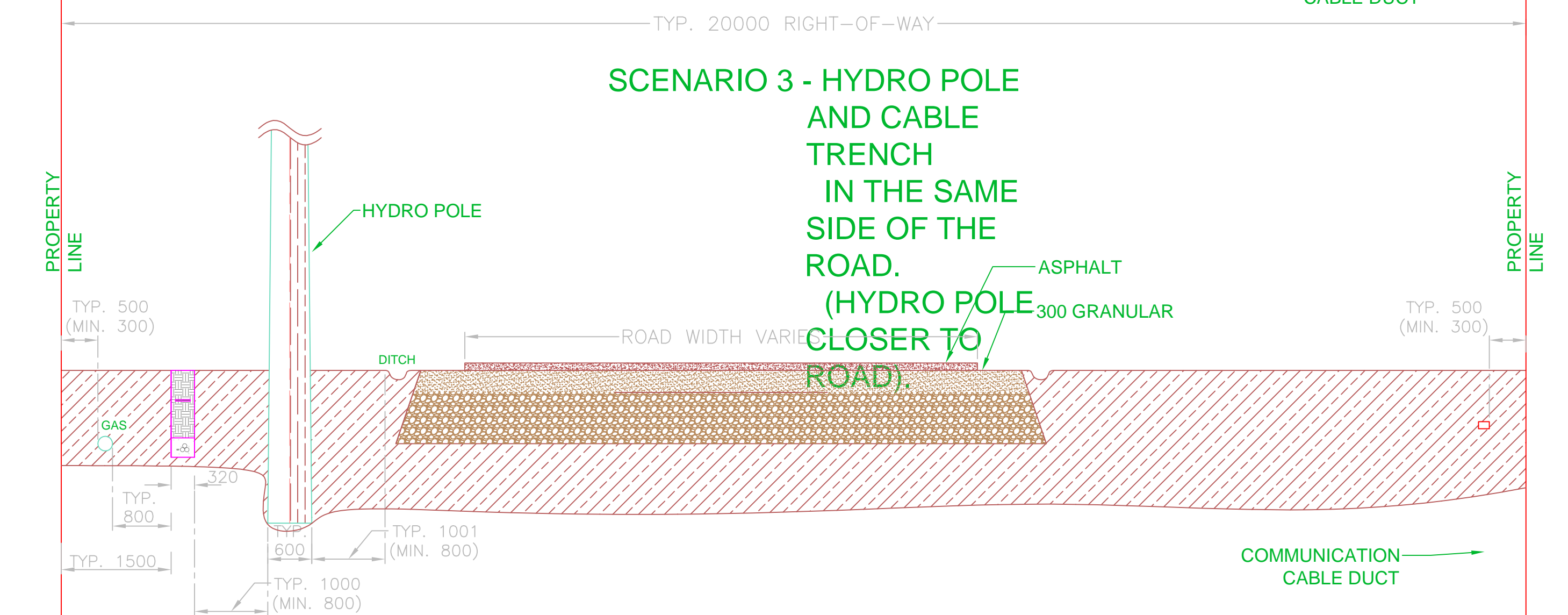
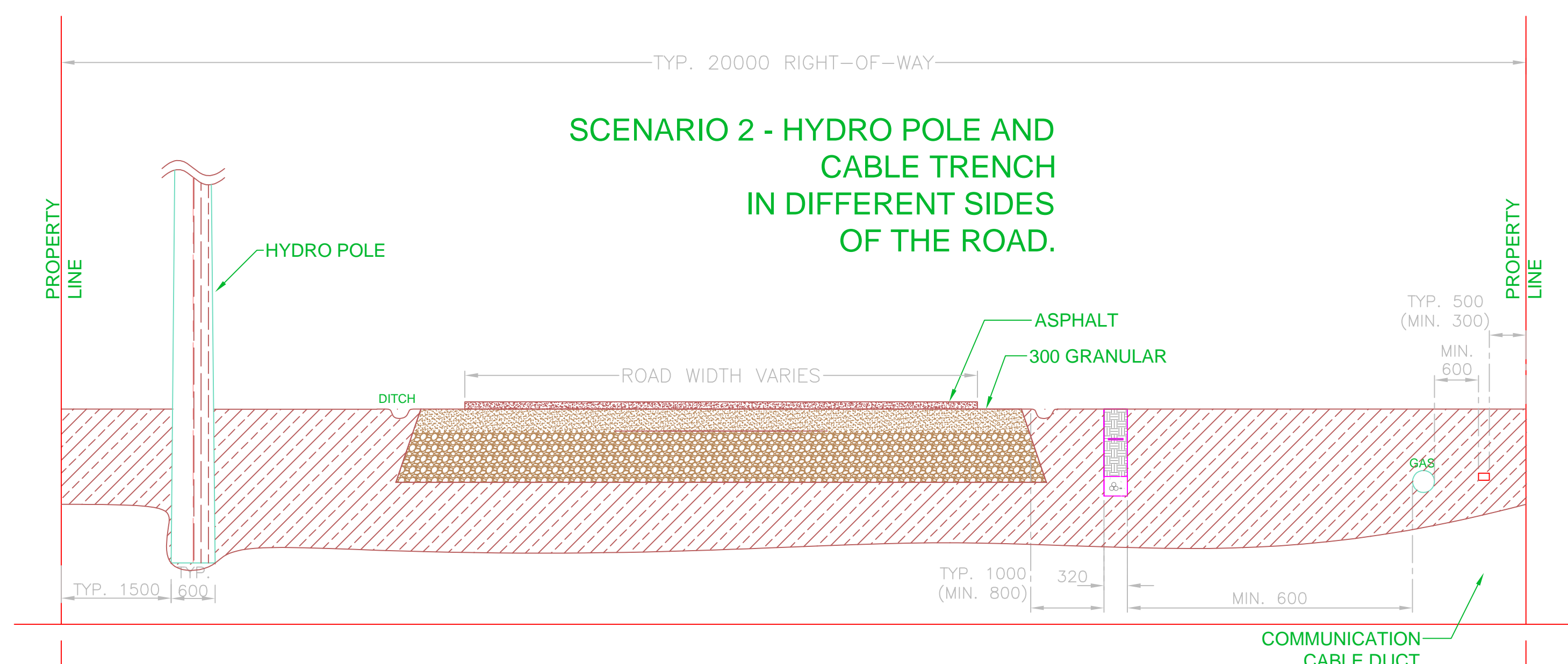
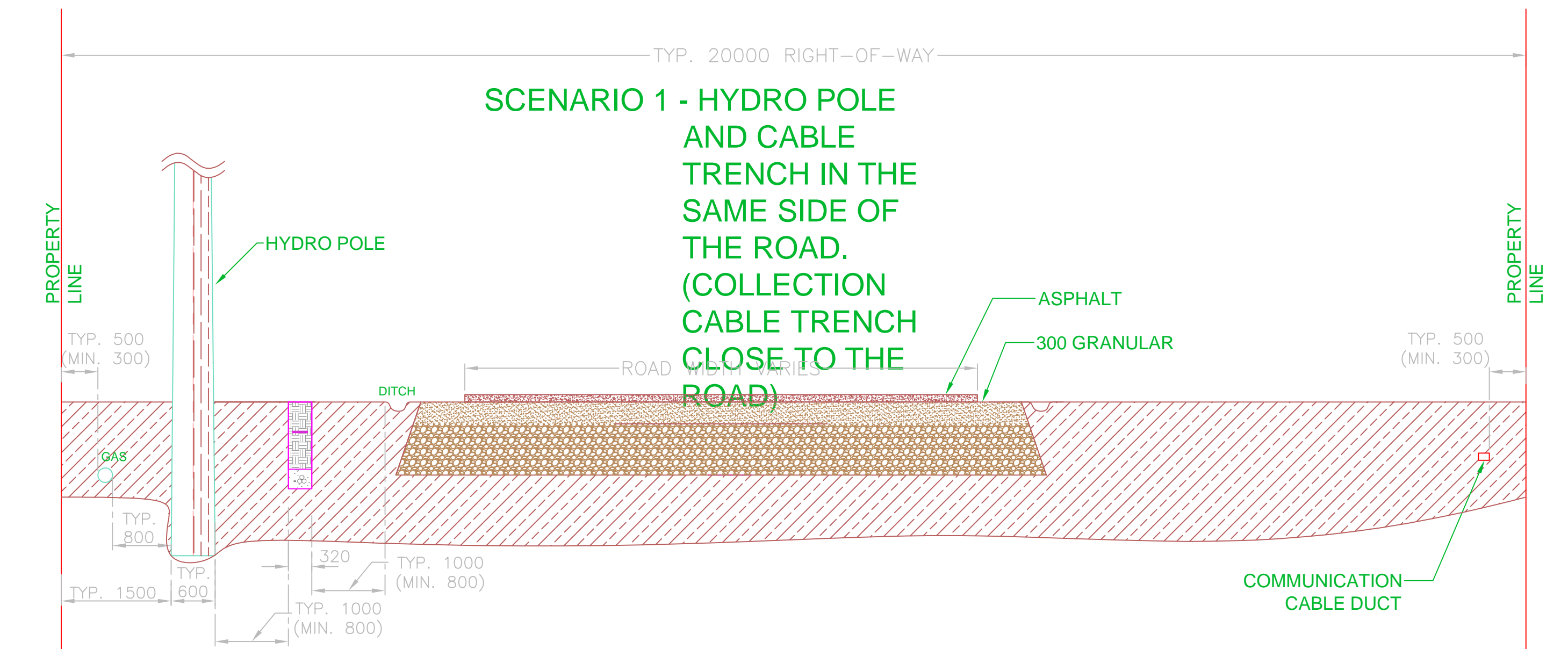
PROJECT NAME
EAST DURHAM COLLECTION SYSTEM
DRAWING DESCRIPTION
TYPICAL CABLE TRENCH INSTALLATION WITHIN THE ROAD ALLOWANCE
DRAWING NO.
1291651200-DWG-E3015
REV
B

3D MODEL REF No.

DM (36" x 24")

NOTE:

1. CLEARANCES FROM ACOMMONUTILITY PRACTICES AND CSA STANDARD RECOMMENDATION.
2. ALL DIMENSIONS ARE IN mm UNLESS OTHERWISE NOTED.



**PRELIMINARY
DRAWING**

NOT TO BE
USED FOR
CONSTRUCTION

NO.	DESCRIPTION	DATE	ISSUED FOR BID	AMC	AF	AF	RE
	REFERENCE DRAWINGS						
	REVISIONS/ISSUE						

DESIGNED BY	PREPARED BY	REVIEWED BY	CLIENT
A. FIRZA	A. MEDINA C.	R. EFTEKHARI	
AUTHORIZED BY	DATE	SCALE	
	2013/05/16	N.T.S.	

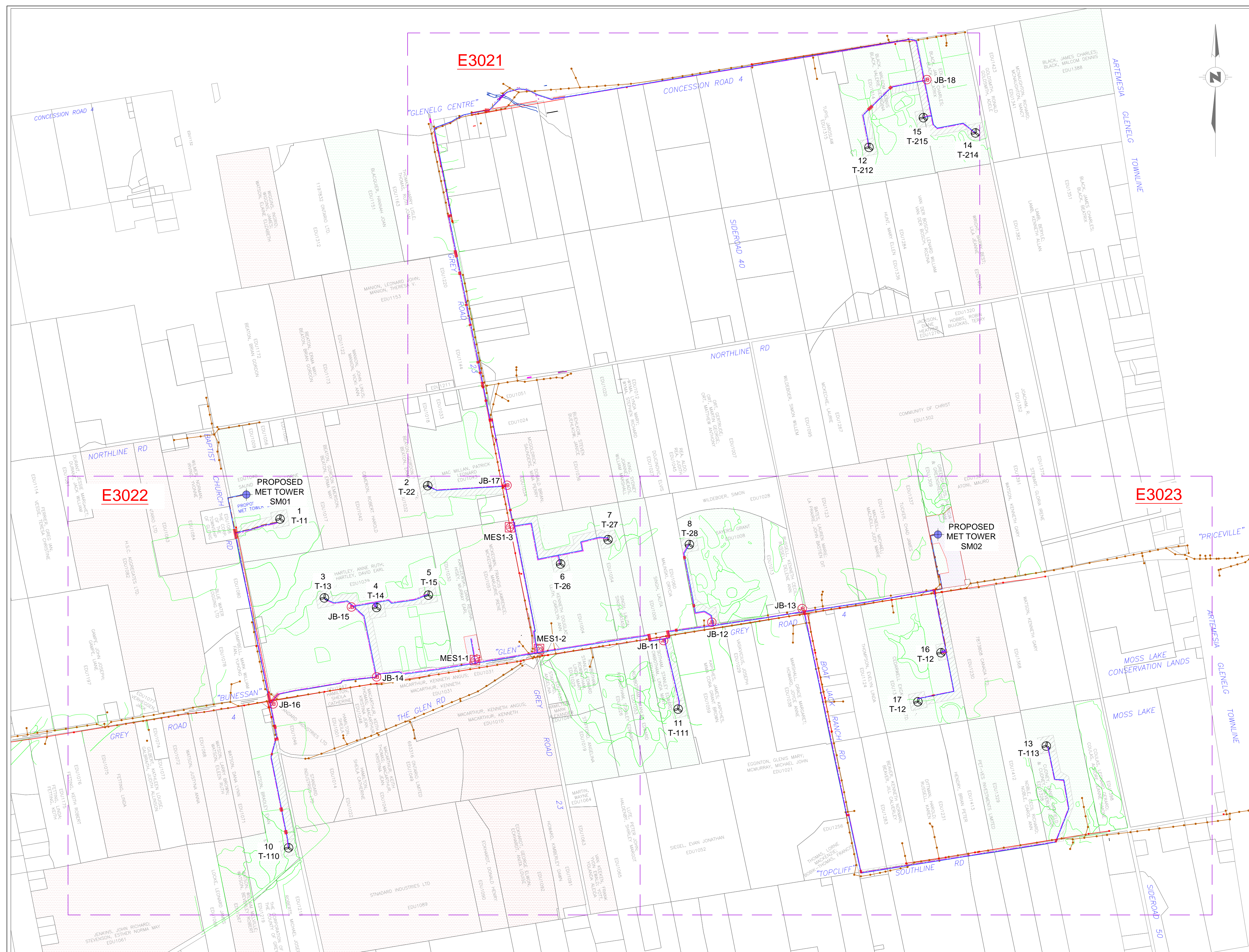
DESIGNED BY	PREPARED BY	REVIEWED BY	CLIENT
A. FIRZA	A. MEDINA C.	R. EFTEKHARI	
AUTHORIZED BY	DATE	SCALE	
	2013/05/16	N.T.S.	

DESIGNED BY	PREPARED BY	REVIEWED BY	CLIENT
A. FIRZA	A. MEDINA C.	R. EFTEKHARI	
AUTHORIZED BY	DATE	SCALE	
	2013/05/16	N.T.S.	

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PROJECT NAME	DRAWING DESCRIPTION	DRAWING NO.	REV.
EAST DURHAM COLLECTION SYSTEM	TYPICAL PROFILE ACROSS COLLECTION RIGHT-OF-WAY	1291651200-DWG-E3016	A



REFERENCE DRAWINGS	
NO.	DESCRIPTION
1291651200-DWG-E-3003	COLLECTOR CABLEROUTE DRAWING

- NOTES:**
1. ALL EQUIPMENT IN THIS DRAWING ARE NOT TO SCALE.
 1. JUNCTION BOX LOCATIONS ARE APPROXIMATE.
 2. CABLE SPACING HAVE EXAGGERATED SPACING. FOR ONE SPACING, SEE TYP. DRAWING E1005.
 3. CABLE SPLICES LOCATIONS WILL BE DETERMINED BASED ON REEL LENGTHS.
 4. FIBER OPTIC CABLE IN 1" DUCT TO BE INSTALLED WITH POWER CABLE SEE DWG E1004.
 5. CABLE GROUNDING LOCATIONS WILL BE DETERMINED LATER.

NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZI
A	2013.06.21	ISSUED FOR REVIEW	TL	AF	AF	RE

REVISIONS/ISSUE		DRAFTING	ENGINEERING
SEAL	PERMIT STAMP		

DESIGNED BY: A.FIRZA	PREPARED BY: T.LEUNG	REVIEWED BY: R.EFTEKHARI
AUTHORIZED BY: R.EFTEKHARI	DATE: 2013.06.21	SCALE: 1:15000

SUB-CONSULTANTS:

CLIENT:



PROJECT NAME:
NextEra East Durham Collection System

DRAWING DESCRIPTION:
COLLECTOR SYSTEM
DETAILED CABLE LAYOUT
SHEET 1 OF 4

DRAWING NO:
1291651200-DWG-E-3020

REV: B

E3022

E3021

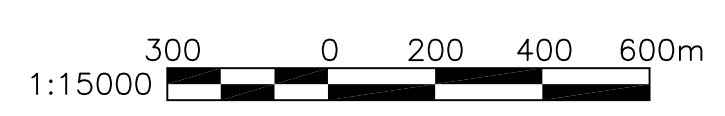
E3023

LEGEND

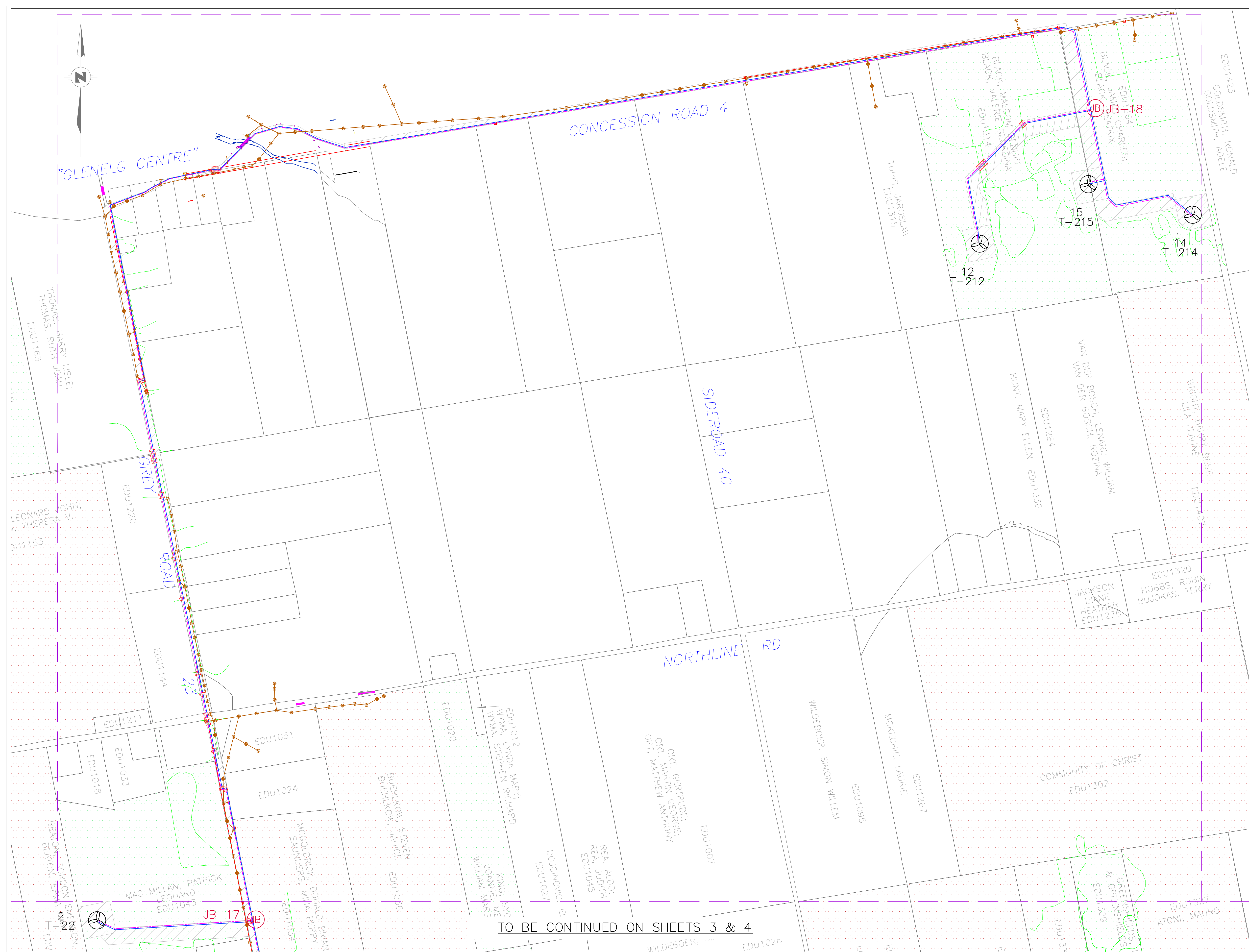
1	NO T-NO	WIND TURBINE GENERATOR G.E. 1.6MW XLE
2	JB-NO	3 WAY JUNCTION BOX AND F.O. HAND HOLE
3		METEOROLOGICAL TOWER
4		3-1/C, 4/0, 500kcmil, 1000kcmil
5		FIBER OPTIC CABLE, SINGLE MODE
6		3C, #8 AWG TEC 90
7	MES1-X	38KV, METAL ENCLOSED SWITCHGEAR

LEGEND

8		DIRECT-BORE DRILL
9		EXISTING HYDRO ONE POLES AND OH LINES
10		EXISTING TCC LINES
11		EXISTING TCC BOX
12		EXISTING DRAINAGE
13		
14		



A1 (841 x 594)



REFERENCE DRAWINGS	
NO.	DESCRIPTION
1291651200-DWG-E-3003	COLLECTOR CABLEROUTE DRAWING

- NOTES:**
1. ALL EQUIPMENT IN THIS DRAWING ARE NOT TO SCALE.
 1. JUNCTION BOX LOCATIONS ARE APPROXIMATE.
 2. CABLE SPACING HAVE EXAGGERATED SPACING. FOR ONE SPACING, SEE TYP. DRAWING E1005.
 3. CABLE SPLICES LOCATIONS WILL BE DETERMINED BASED ON REEL LENGTHS.
 4. FIBER OPTIC CABLE IN 1" DUCT TO BE INSTALLED WITH POWER CABLE SEE DWG E1004.
 5. CABLE GROUNDING LOCATIONS WILL BE DETERMINED LATER.

NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZI
A	2013.06.21	ISSUED FOR REVIEW	TL	AF	AF	RE

REVISIONS/ISSUE		DRAFTING	ENGINEERING
SEAL	PERMIT STAMP		

DESIGNED BY: A.FIRZA	PREPARED BY: T.LEUNG	REVIEWED BY: R.EFTEKHARI
AUTHORIZED BY: R.EFTEKHARI	DATE: 2013.06.21	SCALE: 1:7500

SUB-CONSULTANTS:

CLIENT:


TETRA TECH

PROJECT NAME:
NextEra East Durham Collection System

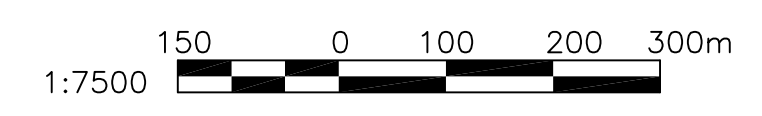
DRAWING DESCRIPTION:
**COLLECTOR SYSTEM
DETAILED CABLE LAYOUT
SHEET 2 OF 4**

DRAWING NO:
1291651200-DWG-E3021

REV: A

LEGEND		
1	NO T-NO	WIND TURBINE GENERATOR G.E. 1.6MW XLE
2	JB-NO (JB)	3 WAY JUNCTION BOX AND F.O. HAND HOLE
3	(Symbol)	METEOROLOGICAL TOWER
4	(Symbol)	3-1/C, 4/0, 500kcmil, 1000kcmil
5	(Symbol)	FIBER OPTIC CABLE, SINGLE MODE
6	(Symbol)	3C, #8 AWG TEC 90
7	MES1-X (Symbol)	38kV, METAL ENCLOSED SWITCHGEAR

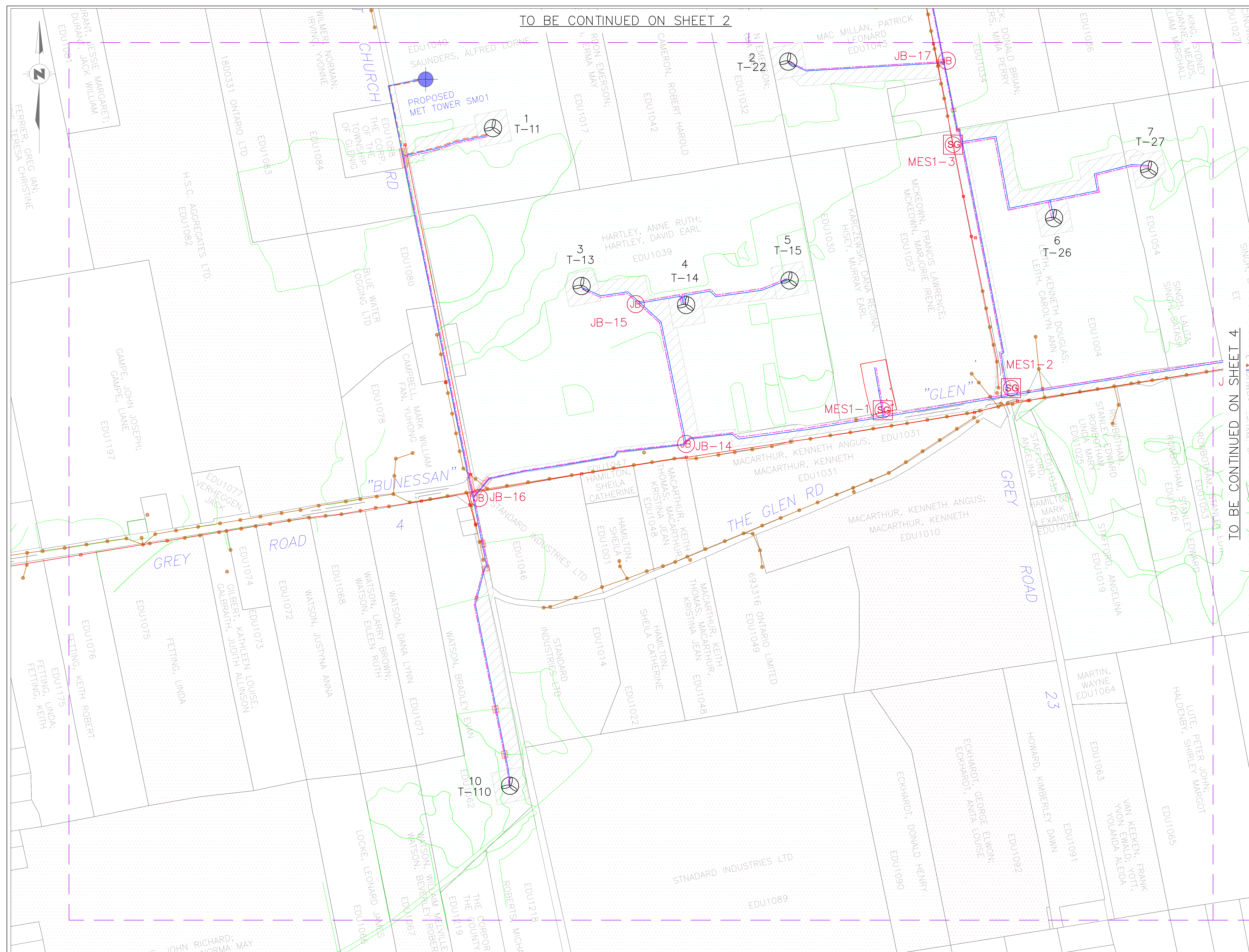
LEGEND		
8	(Symbol)	DIRECT-BORE DRILL
9	(Symbol)	EXISTING HYDRO ONE POLES AND OH LINES
10	(Symbol)	EXISTING TCC LINES
11	(Symbol)	EXISTING TCC BOX
12	(Symbol)	EXISTING DRAINAGE
13		
14		



A1 (841 x 594)

TO BE CONTINUED ON SHEETS 3 & 4

TO BE CONTINUED ON SHEET 2



REFERENCE DRAWINGS	
NO.	DESCRIPTION
1291651200-DWG-E-3003	COLLECTOR CABLEROUTE DRAWING

- NOTES:**
1. ALL EQUIPMENT IN THIS DRAWING ARE NOT TO SCALE.
 1. JUNCTION BOX LOCATIONS ARE APPROXIMATE.
 2. CABLE SPACING HAVE EXAGGERATED SPACING. FOR ONE SPACING, SEE TYP. DRAWING E1005.
 3. CABLE SPLICES LOCATIONS WILL BE DETERMINED BASED ON REEL LENGTHS.
 4. FIBER OPTIC CABLE IN 1" DUCT TO BE INSTALLED WITH POWER CABLE SEE DWG E1004.
 5. CABLE GROUNDING LOCATIONS WILL BE DETERMINED LATER.

NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZI
A	2013.06.21	ISSUED FOR REVIEW	TL	AF	AF	RE

REVISIONS/ISSUE		DRAFTING	ENGINEERING

DESIGNED BY: A.FIRZA	PREPARED BY: T.LEUNG	REVIEWED BY: R.EFTEKHARI
AUTHORIZED BY: R.EFTEKHARI	DATE: 2013.06.21	SCALE: 1:7500

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SUB-CONSULTANTS:

CLIENT:



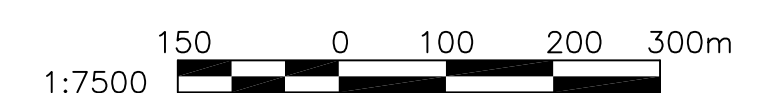
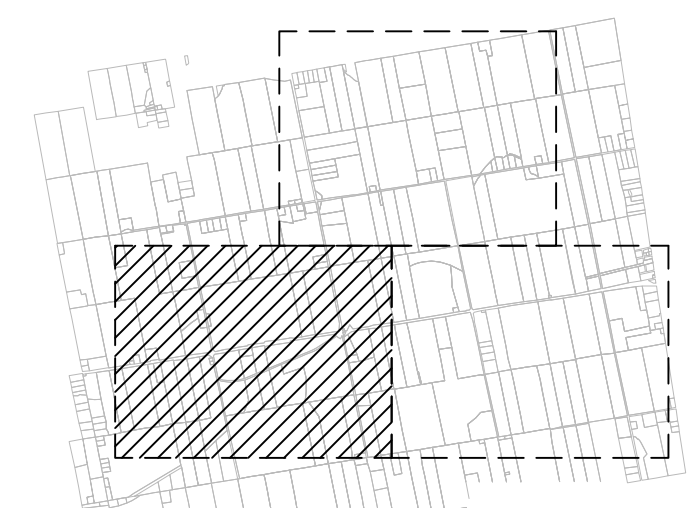
PROJECT NAME:
NextEra East Durham Collection System

DRAWING DESCRIPTION:
**COLLECTOR SYSTEM
DETAILED CABLE LAYOUT
SHEET 3 OF 4**

DRAWING NO: 1291651200-DWG-E3022	REV: A
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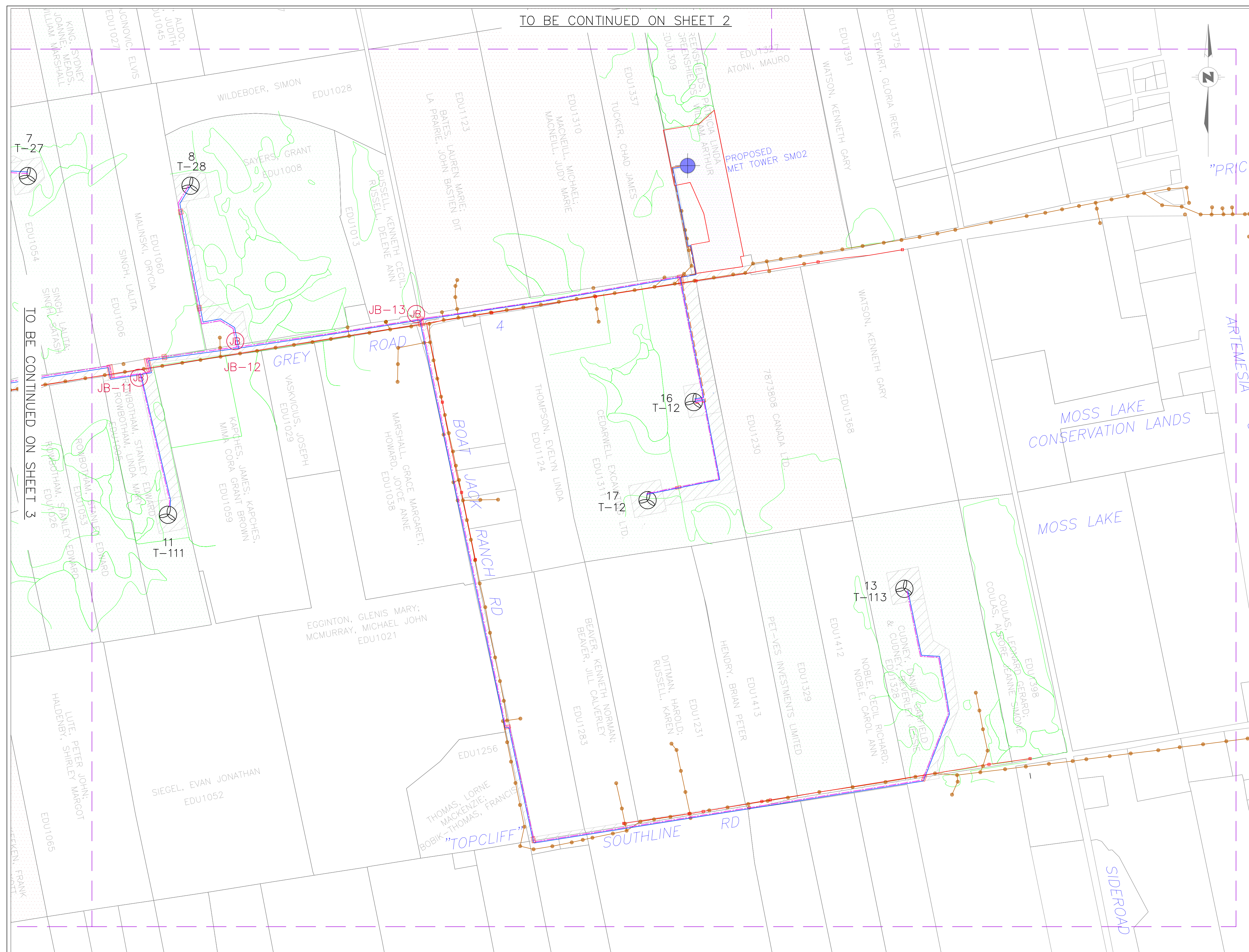
LEGEND		
1	NO T-NO	WIND TURBINE GENERATOR G.E. 1.6MW XLE
2	JB-NO	3 WAY JUNCTION BOX AND F.O. HAND HOLE
3		METEOROLOGICAL TOWER
4		3-1/C, 4/0, 500kcmil, 1000kcmil
5		FIBER OPTIC CABLE, SINGLE MODE
6		3C, #8 AWG TEC 90
7	MES1-X	38KV, METAL ENCLOSED SWITCHGEAR

LEGEND		
8		DIRECT-BORE DRILL
9		EXISTING HYDRO ONE POLES AND OH LINES
10		EXISTING TCC LINES
11		EXISTING TCC BOX
12		EXISTING DRAINAGE
13		
14		



A1 (841 x 594)

TO BE CONTINUED ON SHEET 2



REFERENCE DRAWINGS	
NO.	DESCRIPTION
1291651200-DWG-E-3003	COLLECTOR CABLEROUTE DRAWING

- NOTES:**
1. ALL EQUIPMENT IN THIS DRAWING ARE NOT TO SCALE.
 1. JUNCTION BOX LOCATIONS ARE APPROXIMATE.
 2. CABLE SPACING HAVE EXAGGERATED SPACING. FOR ONE SPACING, SEE TYP. DRAWING E1005.
 3. CABLE SPLICES LOCATIONS WILL BE DETERMINED BASED ON REEL LENGTHS.
 4. FIBER OPTIC CABLE IN 1" DUCT TO BE INSTALLED WITH POWER CABLE SEE DWG E1004.
 5. CABLE GROUNDING LOCATIONS WILL BE DETERMINED LATER.

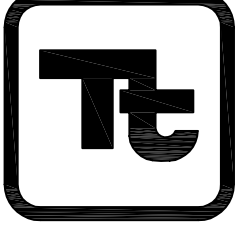
NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZ
A	2013.06.21	ISSUED FOR REVIEW	TL	AF	AF	RE

REVISIONS/ISSUE		DRAFTING	ENGINEERING

DESIGNED BY: A.FIRZA	PREPARED BY: T.LEUNG	REVIEWED BY: R.EFTEKHARI
AUTHORIZED BY: R.EFTEKHARI	DATE: 2013.06.21	SCALE: 1:7500

SUB-CONSULTANTS:

CLIENT:



TETRA TECH

PROJECT NAME:
NextEra East Durham Collection System

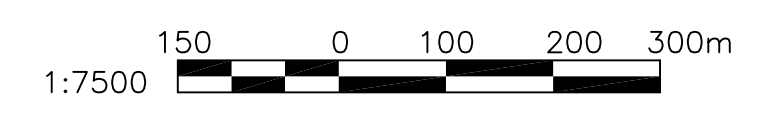
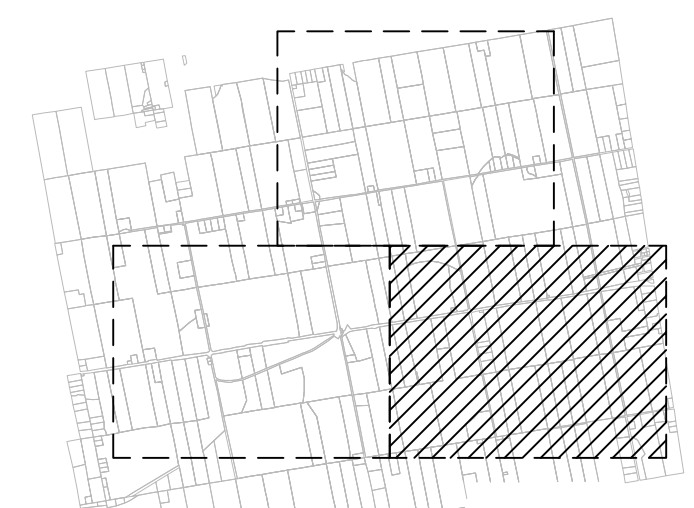
DRAWING DESCRIPTION:
**COLLECTOR SYSTEM
DETAILED CABLE LAYOUT
SHEET 4 OF 4**

DRAWING NO:
1291651200-DWG-E3023

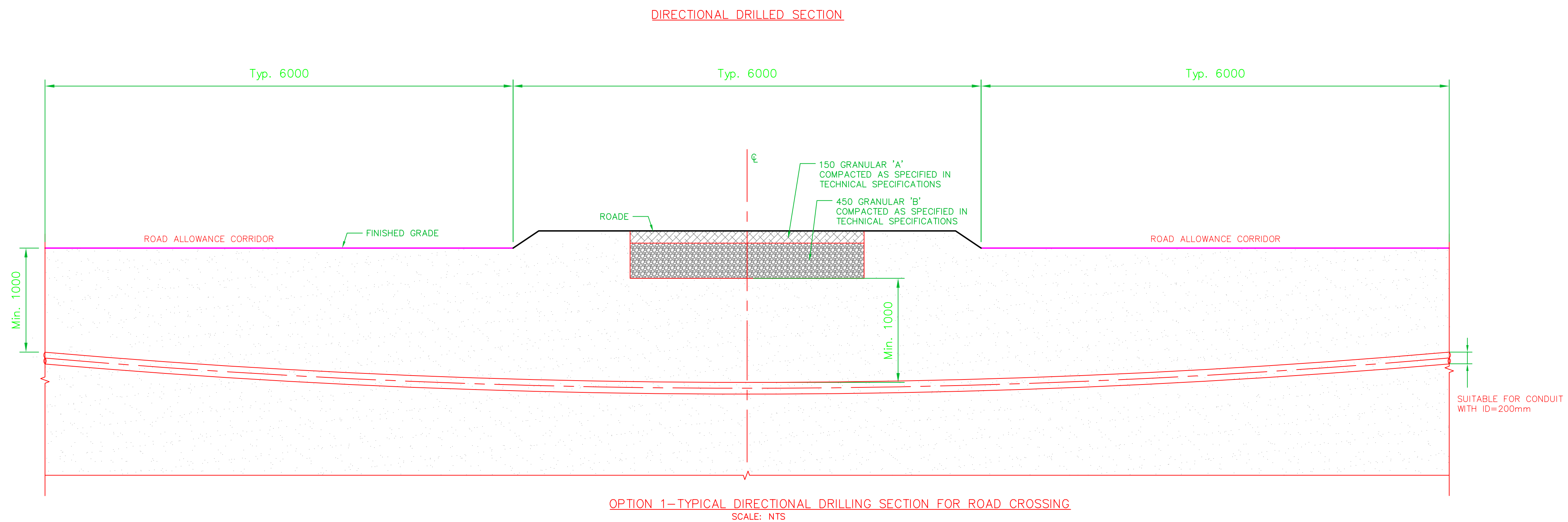
REV: A

LEGEND		
1	NO T-NO	WIND TURBINE GENERATOR G.E. 1.6MW XLE
2	JB-NO	3 WAY JUNCTION BOX AND F.O. HAND HOLE
3		METEOROLOGICAL TOWER
4		3-1/C, 4/0, 500kcmil, 1000kcmil
5		FIBER OPTIC CABLE, SINGLE MODE
6		3C, #8 AWG TEC 90
7	MES1-X	38kV, METAL ENCLOSED SWITCHGEAR

LEGEND		
8		DIRECT-BORE DRILL
9		EXISTING HYDRO ONE POLES AND OH LINES
10		EXISTING TCC LINES
11		EXISTING TCC BOX
12		EXISTING DRAINAGE
13		
14		

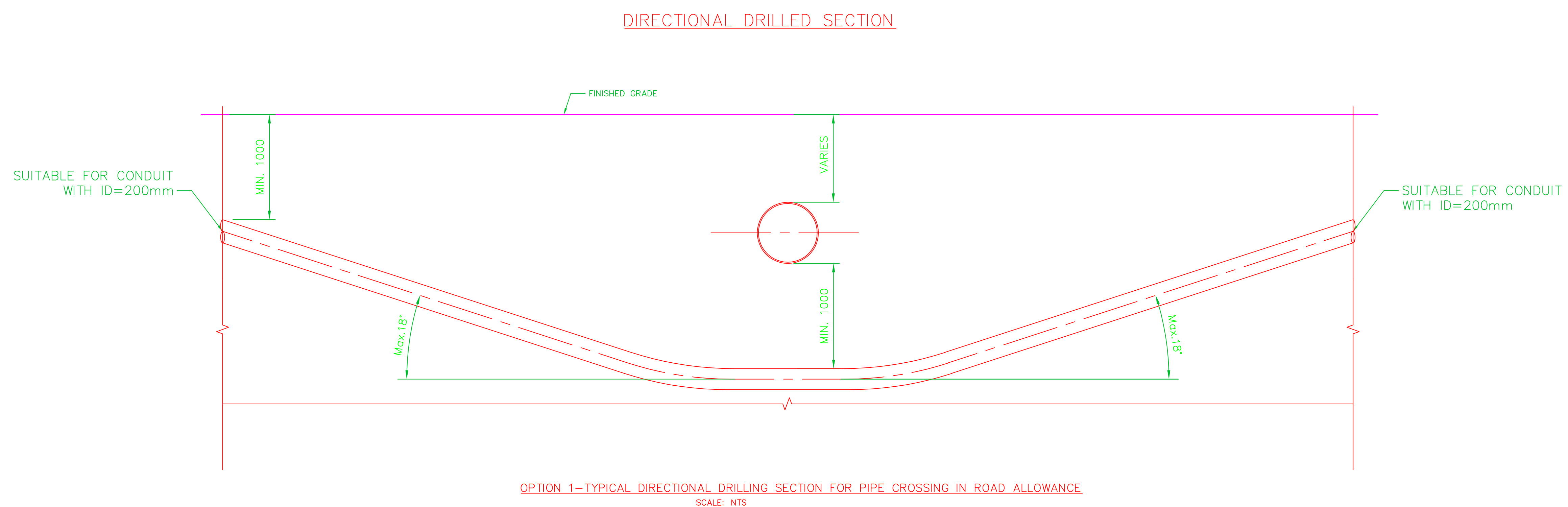


A1 (841 x 594)



NOTES:

1. CONTRACTOR MUST LOCATE THE EXISTING PIPE ON SITE, PRIOR TO EXCAVATION. THE EXISTING PIPE MUST BE SUPPORTED AT THE CONTRACTORS DISCRETION.
2. ALL DIMENSIONS ARE IN MILLIMETERS.
3. CONTRACTOR MUST LOCATE AND VERIFY THE LOCATION OF BURIED SERVICES PRIOR TO EXCAVATION.



PRELIMINARY DRAWING
NOT TO BE USED FOR CONSTRUCTION

NO.	DESCRIPTION	NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZE
	REFERENCE DRAWINGS			REVISIONS/ISSUE			DRAFTING	ENGINEERING

SUB CONSULTANTS:

PERMIT STAMP

SEAL

DESIGNED BY: G. CHAHAL	PREPARED BY: I. OLIN	REVIEWED BY: I. AZIZ
AUTHORIZED BY: I. AZIZ	DATE: 2013/03/14	SCALE: N.T.S.

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CLIENT:
NEXTERA ENERGY CANADA

TETRA TECH

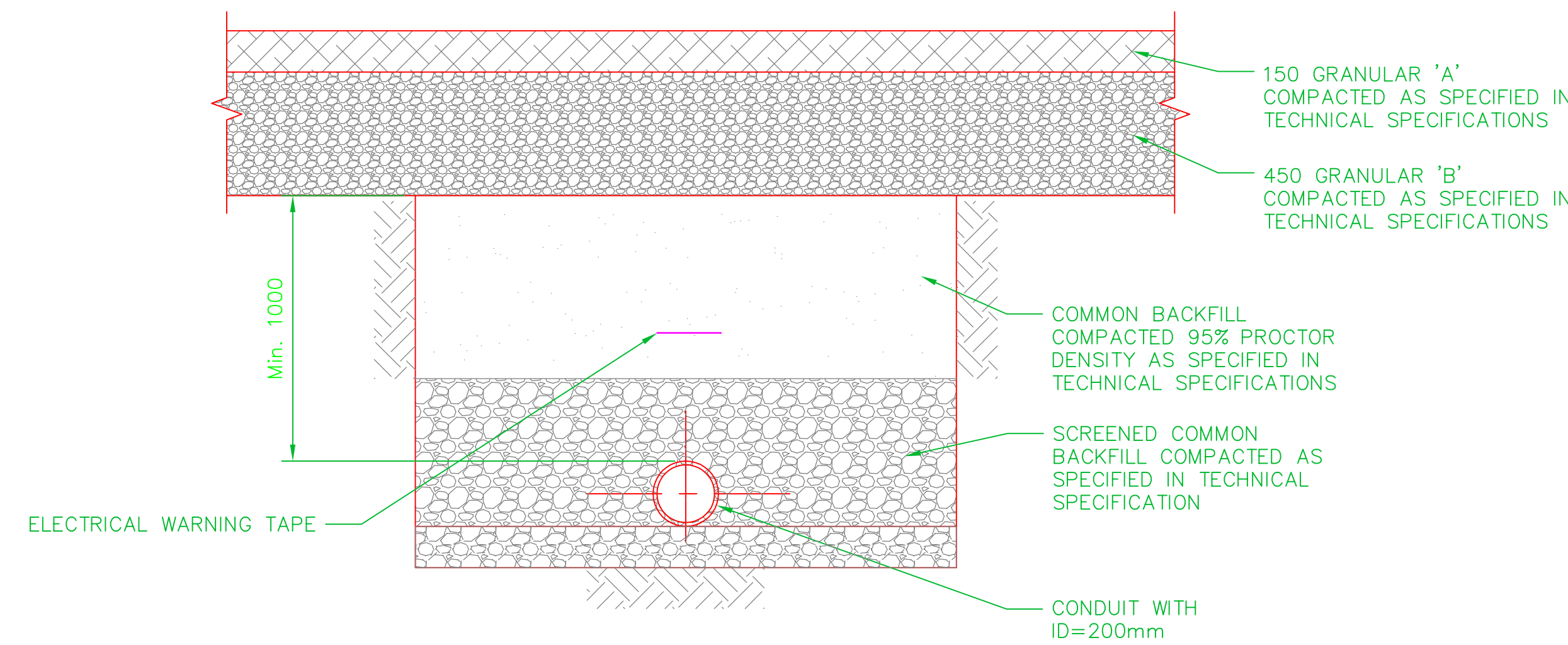
PROJECT NAME: EAST DURHAM COLLECTION SYSTEM
DRAWING DESCRIPTION: TYPICAL DIRECTIONAL DRILLING SECTIONS FOR PIPE CROSSING IN ROAD ALLOWANCE
DRAWING NO: 1291651200-SKT-C0003
REV: A

3D MODEL REF No.

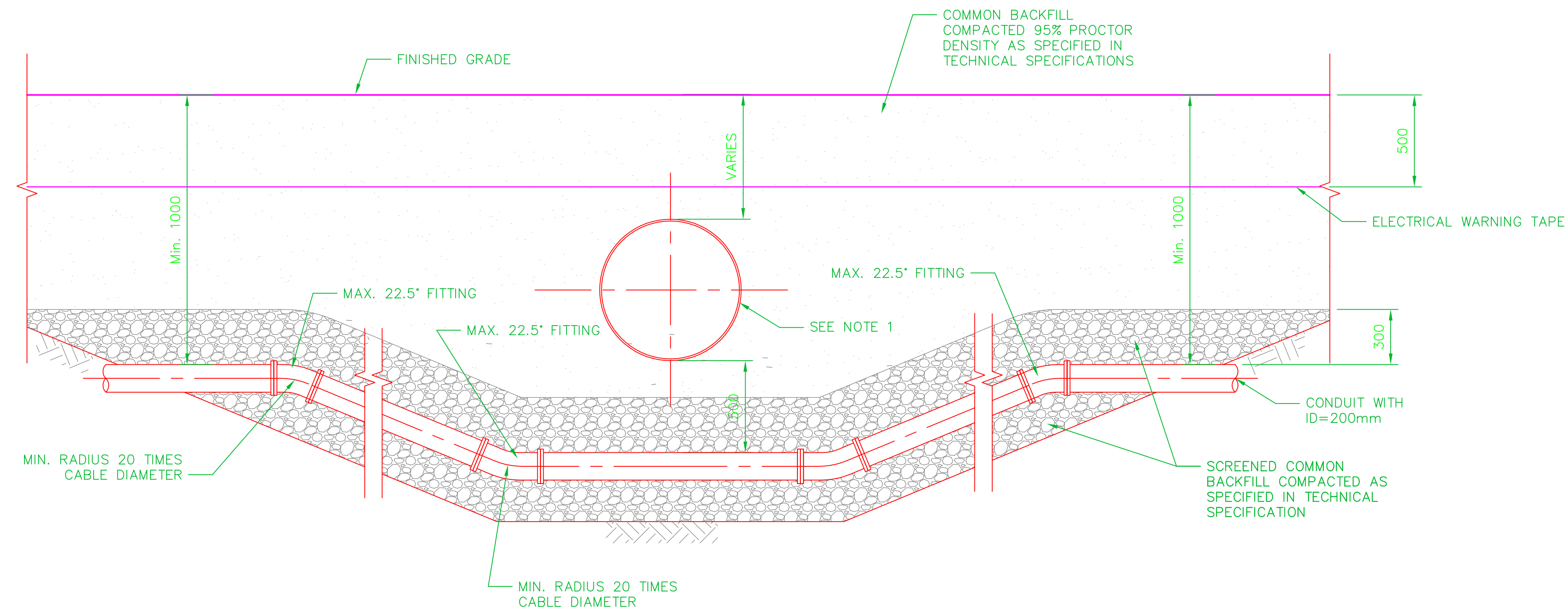
DM (36" x 24")

NOTES:

1. CONTRACTOR MUST LOCATE THE EXISTING PIPE ON SITE, PRIOR TO EXCAVATION. THE EXISTING PIPE MUST BE SUPPORTED AT THE CONTRACTORS DISCRETION..
2. ALL DIMENSIONS ARE IN MILLIMETERS.
3. CONTRACTOR MUST LOCATE AND VERIFY THE LOCATION OF BURIED SERVICES PRIOR TO EXCAVATION.
4. ANY EXCAVATION OF EXISTING AREAS SHALL BE BACKFILLED AND RESTORED TO PRE-CONSTRUCTION CONDITIONS.



OPTION 2-TYPICAL OPEN CUT SECTION FOR ROAD CROSSING
SCALE: NTS



OPTION 2-TYPICAL OPEN CUT SECTION FOR PIPE CROSSING IN ROAD ALLOWANCE
SCALE: NTS

PRELIMINARY
DRAWING

NOT TO BE
USED FOR
CONSTRUCTION

NO.	DESCRIPTION	NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZE
	REFERENCE DRAWINGS			REVISIONS/ISSUE			DRAFTING	ENGINEERING

SUB CONSULTANT(S)	PERMIT STAMP	SEAL

DESIGNED BY: G. CHAHAL	PREPARED BY: I. OLIN	REVIEWED BY: I. AZIZ
AUTHORIZED BY: I. AZIZ	DATE: 2013/03/13	SCALE: N.T.S.

CLIENT: **NEXTERA ENERGY CANADA**

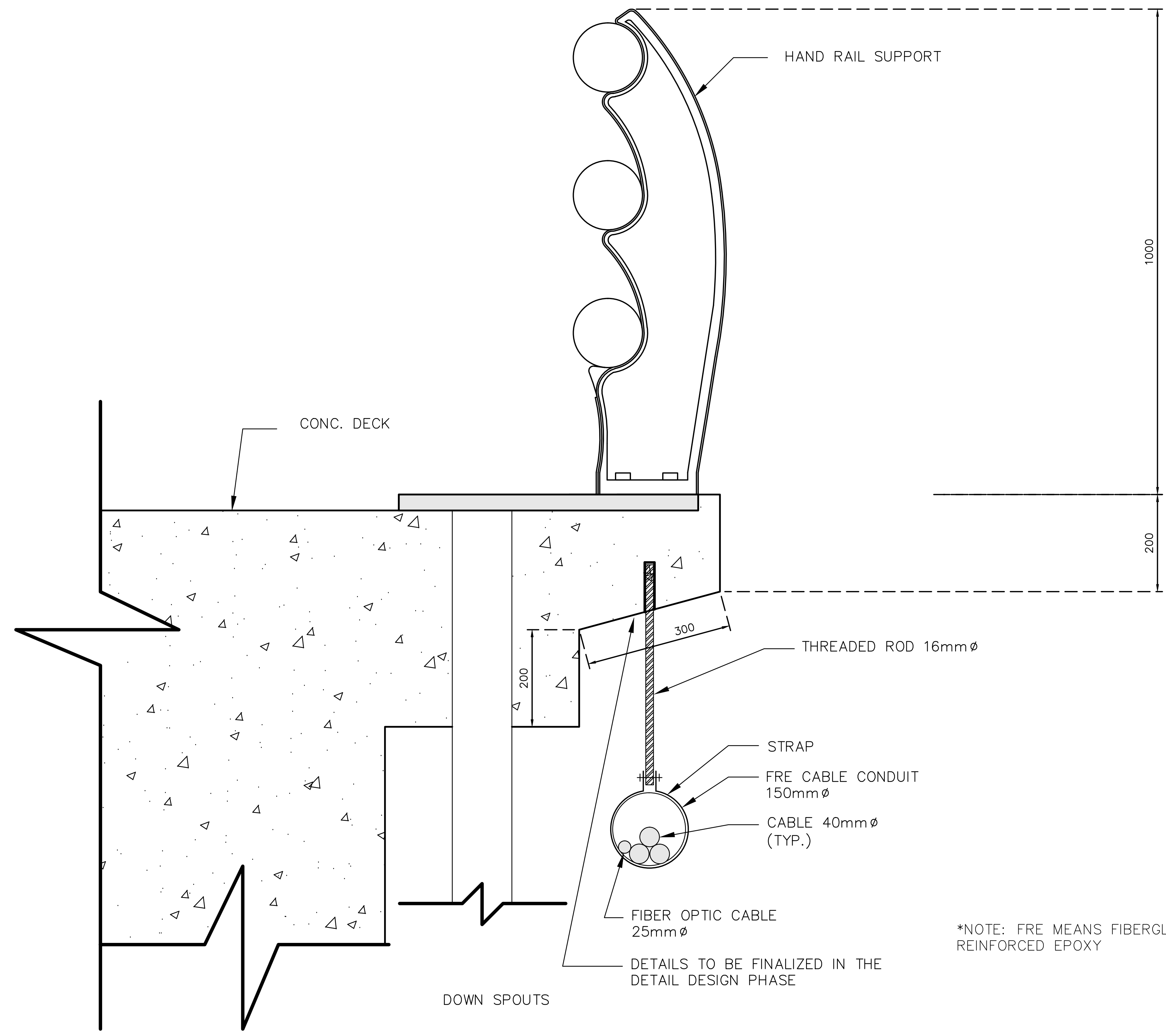


PROJECT NAME: EAST DURHAM COLLECTION SYSTEM
DRAWING DESCRIPTION: TYPICAL OPEN CUT SECTIONS FOR CROSSING ROADS AND PIPE SERVICES
DRAWING NO: 1291651200-SKT-C0004-A
REV: A

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3D MODEL REF No.

DM (34" x 24")



REFERENCE DRAWINGS	
NO.	DESCRIPTION

- NOTES:
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.
 2. DO NOT SCALE DIMENSIONS FROM DRAWING.

NO.	DATE	DESCRIPTION	PREPARED	REVIEW	DESIGN	AUTHORIZE
A	2013.06.03	ISSUED FOR REVIEW	J.W.	A.M.	J.R.	L.A.

REVISIONS/ISSUE: DRAFTING ENGINEERING

SEAL: PERMIT STAMP

PRELIMINARY DRAWING

NOT TO BE USED FOR CONSTRUCTION

DESIGNED BY: J. ROSS	PREPARED BY: J. WEDLOCK	REVIEWED BY: A. MOHAMED
AUTHORIZED BY: L. AZIZ	DATE: 2013.06.03	SCALE: AS NOTED

THE CONTENT OF THIS DOCUMENT IS NOT INTENDED FOR THE USE OF, NOR IS IT INTENDED TO BE RELIED UPON BY ANY PERSON, FIRM OR CORPORATION OTHER THAN THE CLIENT AND TETRA TECH WEI Inc. (Tetra Tech). TETRA TECH WEI Inc. (Tetra Tech) DENIES ANY LIABILITY WHATSOEVER TO OTHER PARTIES FOR DAMAGES OR INJURY SUFFERED BY SUCH THIRD PARTY ARISING FROM THE USE OF THIS DOCUMENT BY THEM, WITHOUT THE EXPRESSED WRITTEN AUTHORITY OF TETRA TECH WEI Inc. (Tetra Tech) AND OUR CLIENT. THIS DOCUMENT IS SUBJECT TO FURTHER RESTRICTIONS IMPOSED BY THE CONTRACT BETWEEN THE CLIENT AND TETRA TECH WEI Inc. (Tetra Tech) AND THESE PARTIES PERMISSION MUST BE SOUGHT REGARDING THIS DOCUMENT IN ALL OTHER CIRCUMSTANCES.

SUB-CONSULTANTS:

CLIENT:
NEXTERA ENERGY CANADA



PROJECT NAME:
EAST DURHAM 22.68MW WIND FARM COLLECTION STATION

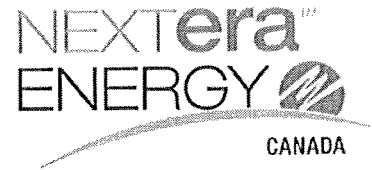
DRAWING DESCRIPTION:
34.5kV EAST DURHAM - GLENELG BRIDGE CABLE ATTACHMENT OPTION 5 - SKETCH

DRAWING NO: 1291651200-SKT-S0006	REV: A
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D1 **OPTION 5 – THREADED ROD TO THE BOTTOM SIDE OF CONCRETE**
1:5

APPENDIX 'GG'

LETTER FROM EAST DURHAM TO COUNTY DATED SEPTEMBER 30, 2013



September 30, 2013

Mr. Michael Kelly
Director of Transportation Services
Corporation of the County of Grey
595 9th Avenue East
Owen Sound ON N4K 3E3

Dear Mr. Kelly:

Thank you for taking the time to speak with me on Sunday, September 29th, 2013 regarding our proposed East Durham Wind Energy Centre ("East Durham") and the agreements/approvals necessary for NextEra Energy Canada, ULC ("NextEra") to proceed with construction of the East Durham project. As mentioned, it is my desire to meet with the appropriate Grey County representatives to review and clarify certain items surrounding these agreements/approvals. Below is a summary of the items which NextEra would like to discuss and obtain more clarity.

You mentioned that a Road Use Agreement template is currently being finalized by the solicitor to Grey County (likely by October 4th, 2013) and such final form is planned to be taken to the Grey County Transportation and Public Services (TAPS) committee for review on October 17th, 2013. It was also mentioned that Grey County would not be seeking input from NextEra on such template before being brought to the TAPS committee, and subsequently reviewed for approval at Grey County Council on November 5th, 2013. As discussed, given the development timeline of the East Durham project, which is scheduled to obtain its renewable energy approval and to start construction later this year, NextEra requests the opportunity to view the template Road Use Agreement once finalized by the solicitor and to review it with Grey County representatives prior to the agreement going to the TAPS Committee or Council for review. This would allow NextEra and Grey County to work together to ensure that the form of agreement is suitable for the type of project we are developing before being the agreement is sent to the TAPS Committee for approval. Additionally, this could allow the template recommended by the TAPS committee (with NextEra's input) to be approved by Council (which we understand could take place at the Council meeting on November 5, 2013), and then executed by NextEra and Grey County, without further from the TAPS Committee or Council review. If the County is unable to incorporate NextEra's comments into a template that could be presented for approval on November 5, 2013, we would respectfully reiterate our request to negotiate a standalone Road Use Agreement between the County and NextEra for the East Durham project, even if the County continues to develop a template for future use. With either approach, it is important for the project timeline to move forward on a schedule that would allow the parties to determine the location of East Durham's distribution facilities, and to have the Road Use Agreement approved and executed, by November 5, 2013 or earlier.

Secondly, NextEra understands that Grey County prefers to process East Durham entrance permit applications under the County's new Corporate Procedure for entrance permits, which took effect on June 1, 2013. Although NextEra submitted its entrance permit applications prior to this date, and worked with Grey County Staff for approximately three months with the expectation that they would be processed under the previous Corporate Procedure for entrance permits, NextEra intends, in the interest of time, to resubmit entrance permit applications under the new Corporate Procedure. Before doing so, NextEra is seeking guidance from Grey County on how the new Corporate Procedure will be applied to East Durham. The attached minutes as submitted to Grey County Staff members following our September 17th, 2013 meeting

NextEra Energy Canada, ULC

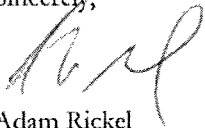
390 Bay Street, Suite 1720 | Toronto, Ontario M5H 2Y2 | [REDACTED]

provides some additional detail regarding the clarity we are seeking, though will be happy to provide additional information.

Finally, NextEra is also requesting this meeting to finalize a list of any additional permits that will be required of East Durham. East Durham already plans to submit an Encroachment Permit application for its planned Grey County road intersection improvements, as well as Oversize/Overweight permit applications for any planned equipment deliveries which require such a permit. NextEra therefore wants to confirm the process by which the County will review and issue these permits, and to confirm that no further permits will be necessary. Given the East Durham development schedule, NextEra is committed to working with the County to ensure that all agreements/permits necessary for the project can be processed in the most timely way possible.

For the reasons specified above, NextEra requests a meeting with Grey County to review these items. You mentioned in our call on September 29th, 2013 that October 10th, 2013 is an acceptable meeting date for Grey County. NextEra is amenable to meet any time on that date and suggests a 10am – 12pm meeting at the Grey County offices in Owen Sound. Please respond to this request by close of business on Wednesday, October 2nd, 2013. In the meantime, NextEra requests that you and other relevant County representatives review my requests for additional information (including the detail in the attached September 17th, 2013 meeting minutes) and responds accordingly in advance of our scheduled meeting. Thank you.

Sincerely,



Adam Rickel
Project Manager, NextEra Energy Canada, ULC

Cc: Lance Thurston, Grey County Chief Administrative Officer
Susan Vokes, Grey County Clerk
Ashley Pinnock, NextEra Energy Canada, ULC
Derek Dudek, NextEra Energy Canada, ULC

APPENDIX 'HH'

LETTER FROM EAST DURHAM TO COUNTY DATED OCTOBER 1, 2013

October 1, 2013

BY FACSIMILE and EMAIL

Members of Council
c/o Ms. Sharon Vokes, Clerk/Director of Council Services
Corporation of the County of Grey
595 9th Avenue East
Owen Sound, Ontario
N4K 3E3

Dear Ms. Vokes:

As you know, our client NextEra Energy Canada through its subsidiary East Durham Wind, Inc. ("East Durham") is developing the East Durham Wind Energy Centre (the "Project") within Grey County. The Project is in the late stages of the province's renewable energy approval process, and is scheduled to begin construction this year.

As you are aware, East Durham has a right under section 41 of the *Electricity Act, 1998* to locate the Project's distribution facilities within County road allowances. Given this right, East Durham has sought to enter into an agreement with the County to finalize the location of those facilities. In this regard, East Durham originally sent the County a draft road use agreement in October 2012, following which representatives of East Durham have followed up with County staff on numerous occasions in an effort to finalize the matters set out in that agreement, including the location of the Project's distribution facilities within County road allowances. In Spring 2013, East Durham also provided County staff with drawings that further clarify the proposed location for the Project's distribution facilities. Despite these efforts, the County has not provided East Durham with comments on the draft road use agreement or the proposed location for the Project's distribution facilities; rather, it has only circulated generic agreement templates that are still under development and that, to our knowledge, do not include proposed locations for East Durham's facilities. The County has also not provided East Durham with clarity on the timeline or process by which an agreement on those locations can be reached.

As a result, on September 23, 2013, East Durham sent the enclosed letter requesting an additional meeting at the County offices to review, among other things, the final form of road use agreement, and requested the County's response by close of business on September 25, 2013. As of September 30, 2013, such a meeting had not yet taken place. Following a conversation with the County's Director of Transportation Services, East Durham sent the enclosed letter dated September 30, 2013, to stress the importance of moving forward on a timeline that would allow

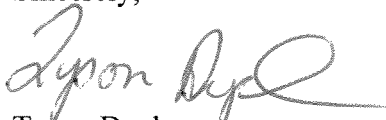
the parties to determine the location of East Durham's distribution facilities, and to have a road use agreement for the Project approved and executed, by November 5, 2013 or earlier. Given the Project construction timeline, it is becoming increasingly important for East Durham to determine the location of its distribution facilities within the County road allowances by this date.

At the County Council meeting earlier today, which a representative of East Durham attended, the Council did not address the issue the location of East Durham's distribution facilities within the County road allowances. Rather, based on conversations that representatives of East Durham have had with County staff, the County appears to be proceeding with the review and approval, by the Transportation and Public Safety Committee and then County Council, of a generic template road use agreement without soliciting input from East Durham. To our knowledge, that generic template agreement will not – and cannot without East Durham's input – finalize the location of East Durham's distribution facilities. Therefore, the County appears to be proceeding on a schedule that will not allow the parties to reach an agreement in a timely way despite East Durham having first approached the County regarding a proposed road use agreement approximately one year ago.

We therefore request that the County provide East Durham, by close of business on Thursday, October 3, 2013, a clear commitment and plan for expeditiously entering into an agreement with East Durham regarding the location of its distribution facilities within County road allowances. In the absence of an acceptable commitment and plan, we will have no choice, given the Project schedule and East Durham's efforts to date, but to bring an application to the Ontario Energy Board under section 41(9) of the *Electricity Act, 1998* to determine the location of East Durham's distribution facilities.

Please feel free to contact me at your earliest convenience so we can discuss the arrangements to avoid the need for an application to the Ontario Energy Board.

Sincerely,



Tyson Dyck



Enclosures

cc. Michael Kelly, Director of Transportation
Pat Hoy, Engineering Manager, Grey County
Adam Rickel, Project Manager, NextEra Energy Canada

APPENDIX 'II'

**LETTER FROM COUNTY COUNSEL TO EAST DURHAM COUNSEL DATED
OCTOBER 3, 2013**



October 3, 2013

By e-mail: [REDACTED]

Torys LLP
Barristers & Solicitors
79 Wellington Street West, 30th Floor
Box 270, TD South Tower
Toronto, Ontario
M5K 1N2

Attention: Tyson Dyck

Dear Sir:

Re: **The Corporation of the County of Grey**
Re: NextEra Energy Canada

My firm represents the County of Grey and I am instructed to reply to your letter dated October 1, 2013.

The County has developed a standard agreement to accommodate electricity distributors and transmitters and a separate standard agreement with respect to use of the County highways to transport oversized or overweight cargo. I will be able to send you copies for your comments by close of business October 8, 2013.

The Transportation and Public Safety Committee (“TAPS”) is reviewing the agreement forms at its meeting October 17, 2013 and may request amendments. Staff plan to have the forms finally approved at the November 5, 2013 County council meeting.

Once your client provides the attachments to the draft agreements and any comments thereon, staff will try to have the “tailored agreements” reviewed at TAPS on November 7 and before Council on November 26, 2013.

A.E. (Rob) Robinson B.A., LL.B.

 Certified by the Law Society of Upper Canada
as a Specialist in Corporate & Commercial Law.

142 10th Street West, P.O. Box 730, Owen Sound, Ontario N4K 5W9 • [REDACTED]

www.owensoundlawyers.com

The Alliance of Kirby Robinson Treslan Professional Corporation and Brian D. Barrie Professional Corporation

Please also be aware that in order to meet the deadline for TAPS agenda for the November 7, 2013 meeting, all material must be in by October 18, 2013.

Yours truly,

A handwritten signature in black ink, appearing to read "A.E. Robinson", with a long horizontal flourish extending to the right.

A.E. (Rob) Robinson

AER:ct

Encl.

cc: Sharon Vokes

APPENDIX 'JJ'

**LETTER FROM COUNTY COUNSEL TO EAST DURHAM COUNSEL DATED
OCTOBER 9, 2013**

From: Rob Robinson [mailto: [REDACTED]]
Sent: October-09-13 9:49 AM
To: Dyck, Tyson
Cc: 'Kelly,Michael'; Vokes, Sharon; Lance Thurston
Subject: RE: Your client Nextera Energy

Tyson, Please find the proposed agreements attached. As I think I mentioned in my letter to you these have been developed with the intention that they be templates for the respective circumstances they documents address. These agreements are going forward to the Transportation and Public Safety committee at the County and thereafter to County Council for approval and may be amended by either of those bodies. Regards, Rob

-----Original Message-----

From: Dyck, Tyson [mailto: [REDACTED]]
Sent: Tuesday, October 08, 2013 8:50 PM
To: Rob office email
Subject: Re: Your client Nextera Energy

Great, thanks.

Tyson Dyck
Torys LLP
[REDACTED]

On Oct 8, 2013, at 8:45 PM, "Rob office email"

< [REDACTED] >
wrote:

1st thing in the a.m. Small tech glitch at my end

Sent from my BlackBerry 10 smartphone on the Rogers network.

From: Dyck, Tyson
Sent: Tuesday, October 8, 2013 5:10 PM
To: 'Rob Robinson'
Subject: RE: Your client Nextera Energy

Hi Rob,

Just thought I'd check to see if we should still expect drafts of the agreements today. Apologies if you'd planned on sending them across later this evening.

Thanks,
Tyson

Tyson Dyck
Torys LLP
[REDACTED]

Agreement for Electric Power Transmitter or Distributor to Locate Structures, Equipment or Facilities on a Grey County Highways

This Agreement made in duplicate this ____ day of _____ 2013

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY
Hereinafter called the “County”

AND

<Name of Electric Power Transmitter or Distributor >
Hereinafter called the “Company”

WHEREAS pursuant to section 41 of the *Electricity Act* (Ontario), the Company may, over, under or on any public highway install such structures, equipment and other facilities;

AND WHEREAS pursuant to section 41 of the *Electricity Act* (Ontario), the location of the structures, equipment and facilities installed on the public highways under the jurisdiction of the County shall be agreed upon between the County and the Company,

NOW THEREFORE in consideration of the mutual promises and commitments described below, the receipt and sufficiency of which, is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Definitions

The words or expressions in quotations below shall have the meaning set forth below when used elsewhere in this Agreement:

“Basic Maintenance” means annual test measurements and field inspections to validate the operational characteristics of the electrical facilities as well as such activities as repair or replacement of faulty or obsolete equipment.

“Bridge Condition Index Inspection” means an inspection of a bridge or a culvert with a span of three metres or greater in accordance with the Municipal Bridge Appraisal Manual, Municipal Culvert Appraisal Manual and the Ontario Structural Inspection Manual.

“Director” means the most senior County official employed as staff to manage its Transportation Services Department.

“Emergency Repairs” means such work and assistance as may be necessary to repair any electrical facilities which causes a service outage.

“Pavement Condition Index Survey” means an assessment of a section of road in accordance with the Manual for Condition Rating of Flexible Pavement- SP-204.

“Plant” means any structure, equipment or other facilities of the Company required to be installed on a ROW for the purpose of the Company’s transmission or distribution system within the meaning of the *Electricity Act* (Ontario).

“ROW” means the area of land on a public highway under the jurisdiction of the County that is not the travelled part of the highway.

“Road Occupancy Agreement” means a detailed formal agreement between the County and a third party whereby all requirements and responsibilities relating to specific works which the third party wishes to carry out on the ROW or the remaining part of the highway are identified. Such an agreement imposes more obligations on the third party than either an encroachment permit or entrance permit do and is used when deemed by the County to be necessary due to the extent of a project.

2. Term

This Agreement shall be effective on the date of execution, and the term shall expire on the date that is specified by either party to the other in a notice delivered at least 6 months prior to the specified termination date.

3. Permission to Use Grey County ROW.’s

3.1 In accordance with the provisions of the *Electricity Act* (Ontario) the Company may inspect, maintain, repair, alter, remove and replace any Plant constructed or installed on the ROW.

3.2 Each separate Plant installation and/or replacement project shall be subject to approval of its location by the Director through an Encroachment Permit application. The current Encroachment Permit Procedure and Permit Application are attached to this Agreement as Schedule “A”. The procedure and forms may change from time to time and the Company shall request updated procedures and forms prior to making application.

3.3 The processing of applications for Encroachment Permits under this Agreement shall be subject to standard fees.

4. Responsibilities of the Company in Obtaining Project-specific Approval

4.1 Before commencing any work on a ROW or causing any work to be commenced on a ROW, the Company shall, for each and every separate installation project, submit a completed Encroachment Permit application to the Director. The submitted application shall include a plan showing the ROW and the proposed location of the Plant and specifications relating to it. All work completed within the ROW shall be designed and stamped by a Professional Engineer of Ontario. All plans shall include the following:

- i. An electronic file reflecting the proposed configuration of the Plant (complete with proper coordinates). This file will either be a shape file (.shp extension) or an AutoCAD File (.dwg or .dxf extension). The required version of the files will be identified by the County at the time of submission, and the Parties acknowledge that the version required each time may evolve throughout the Term of the Agreement, based on changes in technology.
- ii. A minimum depth of the Plant of 1.2m below the existing grade of the proposed location. Where the depth of the Plant is less than 1.2 m below the existing grad, the Plant shall be concrete encased.
- iii. Placement of markers directly above the facility to identify the horizontal location.
- iv. An outline of the recommended rehabilitation method and traffic control plan that will be used (as per Ontario Traffic Manual Book 7 and the *Occupational Health and Safety Act* (Ontario)).
- v. A copy of the Company's agreement with Hydro One for transmission or collector lines.

4.2 Where extra space within the ROW is required solely for the Company's purposes in terms of buffer space or for another reason, the Company shall include the additional space required within its proposed plans.

4.3 The Company acknowledges that no installation or replacement project work shall commence without an approved Encroachment Permit.

4.4 For all approved works, including maintenance and repairs, the Company shall submit a Field Work Request Form to the Director no less than 2 full working days prior to the intended work commencing, in order to ensure that the intended work does not conflict with any other scheduled work on the ROW. Such form is attached to this Agreement as Schedule "B". Provided there are no scheduling issues, the County shall not unnecessarily withhold permission. The format of the Schedule "B" form as required by the County may change from time to time throughout the Term of the Agreement.

4.5 In the case of after-hours Emergency Repairs, the Company shall call the published 24/7 County Transportation Services phone number and request that the County provide immediate approval for the Company to complete the necessary and identified Emergency Repairs.

4.6 The Company shall be responsible for obtaining all other necessary approvals including but not limited to Federal, Provincial, Conservation Authority, or Municipal approvals required in order to carry out the work and to notify all other utilities located on the ROW. The Company shall comply with all applicable laws in making use of the ROW pursuant to this Agreement.

5. Responsibilities of the Company when Performing Work on the ROW

5.1 The Company shall, wherever practicable, use those parts of the ROW adjacent to the fence lines, gravel, grass, or outer boundaries of the ROW and not the travelled part of the public highway.

5.2 Whenever the Company carries out work on the ROW under this Agreement, it will be at its own expense and it shall restore the ROW to a condition as good as it was in before the work was carried out or better, including fencing, trees, and vegetation, as deemed satisfactory by the County in writing.

5.3 If, while carrying out work on the ROW, the Company encounters or is approached by a third party also wishing to perform work on or use the ROW, the Company shall not permit any third party to use any ROW occupied or used by the Company under this Agreement, unless the County authorizes the third party to do so in writing and the County provides the Company with such written authorization.

5.4 In the installation, construction, inspection, maintenance, repair, alteration, removal or replacement of the Plant, the Company shall use care and diligence to ensure that there will be no unnecessary interference with the travelled portion of the highway or the ditches or drains adjoining it. If additional drains or ditches are made necessary by reason of any work done or omitted to be done by the Company, the County will, at the Company's expense, construct them during the continuance of this Agreement.

5.5 Where the work done under this Agreement may affect a municipal drain, the Company shall also file a copy of the plan in the form subject of the Encroachment Permit with the Clerk's office of the respective local municipality for purposes of the *Drainage Act* (Ontario) or such other person designated by the respective municipality as being responsible for the drain.

5.6 The Company shall not cut, trim, or interfere with any trees on the highway without the approval in writing of the Director, or other person appointed by the County.

5.7 Where written permission has been granted to cut, trim or remove any trees or brush on the ROW, all materials and brush are to be removed from the site and disposed of appropriately, and as per the County's corporate policy and procedure, attached as Schedule "D".

5.8 All work done under this Agreement is subject to the approval and direction of the Director, or his delegate, and the Company shall comply with any directions and orders that may be given by the Director or his delegate. Such delegate may include an inspector for the purpose of ensuring all work is performed by the Company in accordance with the plans filed under the terms of this Agreement. The Company shall reimburse the County for the cost of such inspection including wages, and all the payroll and travel expenses as may be reasonably associated with such inspection.

6 Responsibilities of the Company to Provide Documents

6.1 Upon completion of any installation project, the Company shall deposit with the County an as-constructed plan in a format acceptable to the County of the Plant and the date of completion. The format of same required by the County may change from time to time throughout the Term of the Agreement. The as-constructed plan shall include the location of all Plant. A record and copies of all approvals, plans, and other documentation made pursuant to the terms of this Agreement shall be maintained by the County.

6.2 The Company shall register all Plant installed on the ROW with as-constructed plans and the date of completion with Ontario One Call.

7. Notification by County of Work to be Performed

If for any reason the County requires work to be completed within, or in close proximity to, any of the Company's Plant, the County shall contact the Company and inform the Company of the timing of the proposed work and the County employee to contact about it. The Company may send a representative to observe the work undertaken by the County in proximity to the Company's Plant and to request any reasonable precautions for such work in proximity to the Company's Plant. In the event that the Company does not send a representative and the Company's Plant is damaged, the County shall not be responsible for any such damage. Only the Company's personnel or contractors approved by the Company shall be permitted to work within any of the Company's Plant.

8. Limitations of Permission

8.1 The permission granted in this Agreement to use the ROW is subject to the following:

- a) the right of free use of the ROW by all other persons entitled to it;
- b) the rights of the owners of the property adjoining the ROW to have full access to and from the ROW and to construct crossings and approaches from their property over the ROW;
- c) the rights and privileges that the County may have previously granted to any persons, other utilities, etc. for use or occupation of the ROW;
- d) the rights and privileges that the County may grant to any persons, other utilities, etc. for use or occupation of the ROW in the future provided such future rights and privileges shall recognize the Company's permission herein;
- e) the restriction that the Company shall not permit any lien to be filed or registered against any ROW.

8.2 The Company acknowledges that this Agreement does not create an interest in any land, howsoever arising; and in consideration of the rights and privileges granted herein, the Company does hereby release and revoke any claim to the land against the County, its successors and assigns.

9. Removal/ Replacement of Plant on Demand

The Company shall, within three (3) months of receipt of notice in writing from the County, remove, relocate, or alter, at its own expense, the Plant or any part of it. In default of the Company complying with the notice, the County may remove, relocate, or alter the Plant or any part of it described in the notice and charge the entire cost to the Company.

10. Notice of Proposed Sales and Closings/Alternative Easement

The County agrees, in the event of the proposed sale or closing of any ROW or any part of a ROW where there is an existing, active Plant, to give the Company a minimum of 120 days' written notice of such proposed sale or closing.

11. Replacement during Term of Agreement

Where, in the opinion of the Company, replacement of the Plant is required during the Term of this Agreement, the Company may enter on the ROW in order to replace the Plant and it is agreed that all provisions of this Agreement shall remain in force and the Company shall comply with the requirements of this Agreement that applied to the original Plant.

12. Repairs

12.1 The Company may require access to the ROW for the purpose of repairing any portion of the Plant which has been installed.

12.2 The Company may access the Plant at any time for Basic Maintenance and prior approval of the County will not be required provided that all repair work will be carried out by the Company in accordance with any other procedures prescribed in writing by the Director from time to time. However, a Field Work Request Form must be submitted to the Director a minimum of 2 full working days prior to the intended start date for the scheduled work, and such written approval must be received back from the County prior to the work commencing.

12.3 Should any repair carried out by the Company materially affect any plan or other documentation required to be maintained pursuant to this Agreement, the Company shall file amendments to such plans or documentation with the County.

13. Additional Requirements

13.1 Where an entrance is being constructed, the Company shall be required to obtain and comply with all requirements of the Entrance Permit.

13.2 The Company shall be required to obtain and comply with any other permits as may be required by the County throughout the Term of this Agreement.

13.3 At the sole discretion of the Director, the Company may be required to complete and pay for a Road Impact Study as well as a peer review of the Road Impact Study. The Road Impact Study shall:

- a) assess the structural integrity of the road considering the proposed Company additional usage;
- b) assess the impacts of any drainage changes attributed to the Company's work or Plant on the ROW;
- c) assess the alignment and intersections considering the proposed Company additional usage;
- d) recommend any road improvements or other measures that are advisable to address the forgoing assessments.

The Company shall be responsible for implementing all road improvements or other measures identified in such Road Impact Study.

13.4 At the sole discretion of the Director, the Company shall complete and pay for a Structural Assessment Study of any bridges or culverts as well as a peer review of the Structural Assessment Study. The Company shall be responsible for all bridge and culvert improvements identified in the Structural Assessment Study.

13.5 Prior to the commencement of any construction work, the Director, at his sole discretion, may require the Company to document the then-existing condition of all County roads, including bridges, that the Company expects will or may be used for, or be subject to, such work. Such documentation, if required, shall be achieved by means of a Pavement Condition Index Survey and/or a Bridge Condition Index Inspection completed by a Professional Engineer of Ontario, or another means satisfactory to the County acting reasonably. The Company shall provide the County with all copies of such documentation. All costs for such surveys and inspections shall be the responsibility of the Company.

13.6 At the sole discretion of the Director, the Company may be required to enter into a Road Occupancy Agreement, based on the extent of the Company's project.

14. Health and Safety and WSIB

14.1 The Company shall provide the County, prior to the commencement of any work on the ROW under this Agreement, with a copy of its current Health and Safety Policy with respect to the operation of the various equipment being used, along with any and all current Health and Safety procedures relevant to the specific works to be performed.

14.2 The Company shall review and sign the County's Contractor Health and Safety Agreement, attached as Schedule "D" prior to performing any work on the ROW under this Agreement. This shall be done once a year or once per project, whichever is less. The Parties

acknowledge that the County may make changes to the document attached as Schedule “D” throughout the Term of the Agreement. The Company shall be responsible for obtaining the then current copy of the County’s Contractor Health and Safety Agreement.

14.3 The Company is responsible for all costs associated with any workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or its insurance company. The Company shall throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors’ employees under the *Workplace Safety and Insurance Act* or its insurance policy.

15. Insurance

15.1 The Company shall during the entire term of this Agreement and any renewals thereof, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement. This insurance shall be primary, non-contributing with and not in excess of any other insurance available to the County. The policies shall be underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include but not be limited to:

- a) Commercial General liability insurance on a per occurrence basis for an amount of not less than Ten Million Dollars (\$10,000,000); such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers’ liability; and, shall include cross liability and severability of interest clauses. The Corporation of the County of Grey shall be named as an Additional Insured thereunder, with respect to the Company’s operations, acts and omissions relating to its obligations under this Agreement. This policy shall not be invalidated as respects the interests of the County by reason of any breach or violation of any warranties, representations, declarations or conditions;
- b) Automobile Liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement, and/or as may be required by Applicable Laws;
- c) Insurance upon property of every description owned by the Company, or for which the Company is legally liable or installed by or on behalf of the Company and which is located within the ROW, on an All Risk basis for the full replacement cost thereof, as well as business interruption insurance in such amount as will reimburse the Company for direct or indirect loss of earnings attributable to an insured peril;
- d) Any other form or limits of insurance as the County, acting reasonably, may require from time to time throughout the Term of the Agreement in form, in amounts and for insurance risks against which a prudent person would insure.

15.2 As evidence of the required policies being in effect, the Company shall provide the County with Certificates of Insurance prior to the execution of this agreement, and upon each subsequent renewal period throughout the Term of this Agreement.

15.3 The Company shall provide 30 days' prior written notice to the County in the event of any cancellation which reduces or restricts the insurance provided.

15.4 The Company agrees that if it fails to take out or keep in force any such insurance referred to in this section, or should any such insurance not be approved by the County, and should the Company not commence and proceed to diligently rectify the situation within forty eight (48) hours after written notice by the County, the County has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Company. The County shall be reimbursed as set out under the terms of this Agreement.

16. Designated Contact

The Company shall have a representative on the construction and/or maintenance site or provide the Director with the name of an official of the Company or contractor who may be contacted with respect to any construction or maintenance activities being carried out by the Company.

17. Utility Coordination

The Company further agrees to participate in any utility coordinating committees or forums as may be established by the County, and to pay its proportionate share of the costs of the administration of such forums.

18. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered or sent by prepaid registered mail, email or fax to the party to whom it is directed at the address for service of that party set out below, or at such other address as either of the parties may by notice to the other specify.

In the case of the Notice to the County:

County Clerk
Corporation of the County of Grey,
595 9th Avenue East, Owen Sound, ON N4K 3E3
Email: [REDACTED]

And in the case of the Notice to the Company:

Address

Phone:

Fax:

Email:

Every such notice shall be deemed to have been received if personally delivered, at the time of such delivery; if e-mailed or sent by fax, on the next business day; and if sent by prepaid registered mail, at the end of three (3) business days after the mailing thereof.

19. Remedy of Violations

If the Company violates any of the conditions of this Agreement, the Company shall remedy the violation within thirty (30) days after receiving notice in writing as prescribed in Section 22 specifying the violation, in accordance with any direction which the County may give.

20. Termination

20.1 This Agreement may be terminated:

- a) by the County, if at any time an order is made or an effective resolution passed for the winding-up, liquidation or dissolution of the Company which is not immediately stayed by appeal;
- b) by the County, if at any time the Company consents to or makes a general assignment for the benefit of creditors, or makes a proposal under, or takes advantage of, any insolvency, restructuring or reorganization legislation, or is declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian or receiver and manager or other officer with similar powers is appointed of the Company or of all or substantially all of the Company's property which is not immediately stayed by appeal;
- c) by the County, if the Company defaults in making a payment when due or in the performance or observance of any of the material terms, covenants or agreements on its part contained in this Agreement and such default continues for a period of thirty-one (31) days after notice thereof from the County;
- d) by either party in accordance with section 2 of this Agreement.

20.2 In the event of termination of this Agreement, the Company will, at its own expense, remove the Plant within sixty (60) days, or failing such removal, the Plant will either become the property of the County or will be removed by the County at the expense of the Company, at the discretion of the County.

21. Representations and Warranties

The County has made no representations or warranties as to the state of repair of the ROWs or the suitability of same for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an "as is" basis and that the County is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the Company's use of the ROWs.

22. Payment Terms

All charges by the County that are payable by the Company under the terms of this Agreement and the Schedule(s) annexed hereto shall be payable 30 days from the date of the invoice. All invoices that are outstanding for longer than 30 days shall be subject to interest charged at 1.5% per month compounded monthly (19.56% per annum) and shall run from the due date of the invoice until the date payment is received.

23. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

24. Relationship of the Parties

Nothing herein contained shall be deemed to create and the parties do not intend to create any relationship of partner, agent or joint venture as between the County and the Company.

25. Schedules

The Schedule(s) annexed to this Agreement are integral to, and form part of, this Agreement.

26. Indemnity

The Company shall indemnify the County, its elected officials, employees and agents from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments (including legal fees on a solicitor/client basis and all other costs of defence thereof) or other proceedings made by any person, including but not limited to the Company's own employees, arising out of activities arising under this Agreement or in connection with the use of the ROW, the location of Plant or the installation thereof by the Company, its agents, servants, employees, or invitees whether or not liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments or other proceedings are caused by the Company's negligence, except to the extent they are caused by the negligence of the County. This indemnity shall extend to protect the County from construction liens by contractors, mechanics, material men, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.

In the event of any claims made or suits filed, the County shall give the Company timely written notice thereof, and the Company shall have the right to defend or settle the same to the extent of its interest hereunder. The Company shall promptly accept all responsibility to defend or settle such matters. Further, in the event it is necessary for the County to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be recoverable from the Company.

The Company agrees to assume all environmental liability relating to its use of the ROW, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across and around the ROW caused by:

- a) the operations of the Company in, on, under, along, across or around the ROW; or
- b) any products or goods brought in, on, under, along, across or around the ROW by the Company, or by any other person with the express or implied consent of the Company.

For the purpose of this section, “hazardous substance” means any hazardous substance and includes, but is not limited to, radiation, petroleum products and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any statute, regulation, by-law or code, whether federal, provincial or municipal.

27. Waiver of Claims by Company

The Company places its Plants on the ROW entirely at its own risk. The County, its elected officials, employees and agents shall not be responsible or liable in any way to the Company, its contractors, agents, or its customers for any damage or loss howsoever caused. This includes loss of service or loss of use by any customers and the Company shall indemnify and hold the County and others harmless therefrom in accordance with Section 26.

28. Waiver of Compliance with this Agreement

No amendment, waiver or modification of any provision of this Agreement shall be binding on a party unless both parties consent to same in writing. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided in writing.

29. Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement or under any Schedule annexed hereto, except for the obligation to make any payments, shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, flood, wind storms, explosions, riots, natural disasters, human health emergencies, wars, sabotage, labour problems (including lock-outs, strikes and slowdowns), material failures, delays, shortages or unavailability, or court ordered injunction or order; provided that written notice of delay (including anticipated duration of the delay) shall be given by the affected party to the other party within three (3) days of the affected party first becoming aware of such event. In the event that force majeure continues for a period of one hundred and eighty (180) days or more, the parties may terminate this Agreement without liability to the other upon mutual agreement. In the event that force majeure discontinues and the parties continue

work pursuant to this Agreement, then all time-frames by which work is to be completed shall be extended by the length of the delay.

30. Assignment

This Agreement may not be assigned, sold or transferred by the Company without the prior written consent of the County. Any purported assignment, sale, or transfer in contravention of this Section shall be null and void. The County may transfer all its rights and obligations hereunder in the event that it ceases to have jurisdiction over the ROW.

31. Entire Agreement

This Agreement and Schedules attached hereto contain the entire agreement between the parties with respect to the matters set out herein and supersede all prior agreements, negotiations, representations and proposals, whether written or oral, dealing with the subject matter of this Agreement. There are no conditions, covenants, representations or warranties, express or implied, statutory or otherwise relating to the subject matter hereof, except as herein expressly provided.

IN WITNESS WHEREOF the parties have executed this Agreement by the signatures of their respective duly authorized officers.

THE CORPORATION OF THE COUNTY OF GREY

Per: _____
Warden, Duncan McKinlay

Per: _____
Clerk, Sharon Vokes

Company Name

Per: _____
Insert name of signatory here

Per: _____
If 2nd signatory req'd, insert name of signatory here

I/We have authority to bind the Company.

Schedule "A"
Grey County Encroachment Permit Package

Schedule "B"
Field Work Request Form

Schedule "C"
Tree Removal Procedure

Schedule "D"
Grey County Contractor Health and Safety Agreement

**Agreement permitting use of Grey County Highway
to transport Over-sized/ Over-weight Cargo**

This Agreement made in duplicate this ____ day of _____ 2013

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY
Hereinafter called the “County”

AND

<Name of Wind Turbine Constructor >
Hereinafter called the “Company”

WHEREAS pursuant to sections 28 and 52 of the *Municipal Act, 2001* (Ontario) as amended, the County has jurisdiction over the upper-tier highway system in the County of Grey;

AND WHEREAS the Company seeks the County’s permission to transport certain oversized cargo over the County’s highways and may possibly need to make temporary alterations thereto,

NOW THEREFORE in consideration of the mutual promises and commitments described below, the receipt and sufficiency of which, is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Definitions

The words or expressions in quotations below shall have the meaning set forth below when used elsewhere in this Agreement:

“Bridge Condition Index Inspection” means an inspection of a bridge or a culvert with a span of three metres or greater in accordance with the Municipal Bridge Appraisal Manual, Municipal Culvert Appraisal Manual and the Ontario Structural Inspection Manual.

“Cargo” means the equipment that is to be transported by the Company on the County’s Highway as contemplated by this Agreement.

“County Highway” means a highway under the jurisdiction of the County as referred to in the first recital.

“Director” means the most senior County official employed as staff to manage its Transportation Services Department.

“Oversized or Overweight Cargo” means Cargo that either exceeds the standard maximum weight or the standard maximum size contemplated by the either the load restrictions set by the County for the County Highway over which the Company proposes to travel with the Cargo or the general load restrictions applicable to all highways.

“Pavement Condition Index Survey” means an assessment of a section of road in accordance with the Manual for Condition Rating of Flexible Pavement- SP-204.

“Transportation Plan” means the plan contemplated in section 4.3 of this Agreement and attached as Schedule “A” once approved by the Director.

“Travelled Highway” means the portion of the County Highway that is customarily travelled upon by vehicles.

2. Term

This Agreement shall be effective on the date of execution, and the term shall expire on the date that the Company has completed all work required of the Company in the Transportation Plan which shall be attached as Schedule A.

3. Permission to Use Grey County Highway

3.1 Subject to the terms of this Agreement, the County grants the Company temporary rights to complete the transportation in accordance with the Transportation Plan.

4. Responsibilities of the Company

4.1 Before commencing any transportation of Over-sized or Over-weight Cargo, the Company shall provide a Transportation Plan for review and consideration by the Transportation Department of the County. Once the parties are satisfied with the Transportation Plan, it shall be attached as Schedule “A”.

4.2 The Company shall pay the County’s reasonable fee for the preparation of this Agreement, the review and consideration of the Transportation Plan and County staff and vehicles used to monitor any preparation for the transportation, attending when the transportation occurs and inspection of the County Highway and any repairs thereon after transportation is completed.

4.3 The Transportation Plan shall include the following:

- (1) the specific details of the planned route for transporting Oversized or Over-weight Cargo;
- (2) the date and timing of the transportation;
- (3) particulars of the precautionary measures to be taken in completing the transportation;
- (4) the accommodations or temporary changes to the highway necessary for the transportation;
- (5) the proposed manner of protecting any utility infrastructure on the transportation route; and
- (6) the method and timing of rehabilitating the highway to correct any planned temporary changes or damage to the County Highway that occurs as a result of the transportation.

4.3 The Company shall also provide a copy of a pre-transportation highway condition report to the satisfaction of the Director which shall include a Bridge Condition Index Inspection report and Pavement Condition Index Survey. The Transportation Plan shall require that the Company shall complete all work to return the County Highways and bridges that the transportation occurs on to a condition as good as or better than the condition set out in the Bridge Condition Index Inspection report and Pavement Condition Index Survey.

4.4 If the Transportation Plan includes any proposed physical alteration to the County Highway, the Transportation Plan shall require that the Company shall complete all work to return the County Highway to a condition as good as or better than the condition before the alteration.

4.5 The Transportation Plan shall, to the extent possible, minimize the disruption of the public's use of the County Highway and in particular shall not, at any time, cause any land owner adjacent to the County Highway to have access to and from his property blocked.

4.6 The Company shall be responsible for obtaining all other necessary approvals including but not limited to Federal, Provincial or Municipal approvals required in order to carry out the transportation and to notify all utilities located on the County Highway of the transportation. The Company shall comply with all applicable laws in making use of the County Highway pursuant to this Agreement.

5. Responsibilities of the Company when Performing Work on the County Highway

5.1 The Company shall, wherever practicable, use the Travelled Highway.

5.2 The Company's use of the County Highway shall be at its own expense.

5.3 The Company shall provide either cash security or a letter of credit from a bank listed on Schedule 1 of the *Bank Act* (Canada) in form and amount reasonably satisfactory to the County to be held as security for the Company's completion of its obligations under this Agreement and the Transportation Plan and to be released to the Company only upon satisfaction of all such obligations. The security shall be applied to remedying any default by the Company in complying with its obligations under this Agreement or the Transportation Plan.

5.5 Where the work done under this Agreement may affect a municipal drain, the Company shall also file a copy of the Transportation Plan with the Clerk's office of the respective local municipality for purposes of the *Drainage Act* (Ontario) or such other person designated by the respective municipality as being responsible for the drain.

5.6 The Company shall not cut, trim, or interfere with any trees on the County Highway without the approval in writing of the Director, or other person appointed by the County.

5.7 Where written permission has been granted to cut, trim or remove any trees or brush on the County Highway, all materials and brush are to be removed from the site and disposed of appropriately, and as per the County's corporate policy and procedure, attached as Schedule "B".

5.8 All work done under this Agreement is subject to the approval and direction of the Director, or his delegate, and the Company shall comply with any directions and orders that may be given by the Director or his delegate. Such delegate may include an inspector for the purpose of ensuring all work is performed by the Company in accordance with the plans filed under the terms of this Agreement. The Company shall reimburse the County for the cost of such inspection including wages, and all the payroll and travel expenses as may be reasonably associated with such inspection.

5.9 The Company shall provide advance written notice of any change to the date and timing of the transportation from the date and timing in the Transportation Plan and shall abide by the Director's decision with respect to re-scheduling.

6. Limitations of Permission

6.1 The permission granted in this Agreement to use the County Highway is subject to the following:

- a) the right of free use of the County Highway by all other persons entitled to it except as specifically limited in the Transportation Plan;
- b) the rights and privileges that the County may have previously granted to any persons, other utilities, etc. for use or occupation of the County Highway;
- c) the rights and privileges that the County may grant to any persons, other utilities, etc. for use or occupation of the County Highway in the future provided such future rights and privileges shall recognize the Company's permission herein;
- d) the restriction that the Company shall not permit any lien to be filed or registered against the County Highway or with respect to its use by the Company.

6.2 The Company acknowledges that this Agreement does not create an interest in any land, howsoever arising; and in consideration of the rights and privileges granted herein, the Company does hereby release and revoke any claim to the land against the County, its successors and assigns.

7. Removal of Company Property on Demand

7.1 Except as specifically contemplated in the Transportation Plan, the Company shall, upon notice in writing from the County remove any of its property located on the County Highway. In default of the Company complying with the notice, the County may remove the property described in the notice and charge the entire cost to the Company.

8. Additional Requirements

8.1 The Company shall be required to obtain and comply with any other permits as may be required by the County throughout the Term of this Agreement.

8.2 At the sole discretion of the Director, the Company may be required to complete and pay for a Road Impact Study as well as a peer review of the Road Impact Study. The Road Impact Study shall:

- a) assess the structural integrity of the road considering the proposed Company usage;
- b) assess the impacts of any drainage attributed to County road modifications proposed in the Transportation Plan;
- c) assess the alignment and intersections considering the proposed Company usage;
- d) recommend any road improvements or other measures that are advisable to address the forgoing assessments.

The Company shall be responsible for implementing all road improvements or other measures identified in such Road Impact Study.

8.3 At the sole discretion of the Director, the Company shall complete and pay for a Structural Assessment Study of any bridges or culverts as well as a peer review of the Structural Assessment Study. The Company shall be responsible for all bridge and culvert improvements identified in the Structural Assessment Study.

9. Health and Safety and WSIB

9.1 The Company shall provide the County, prior to the commencement of any work (other than transportation over the Travelled Highway) on the County Highway under this Agreement, with a copy of its current Health and Safety Policy with respect to the operation of the various equipment being used, along with any and all current Health and Safety procedures relevant to the specific works to be performed.

9.2 The Company shall review and sign the County's Contractor Health and Safety Agreement, attached as Schedule "C" prior to performing any work on the County Highway (other than transportation over the Travelled Highway) under this Agreement.

9.3 The Company shall be responsible for all costs associated with any workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or its insurance company. The Company shall throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the *Workplace Safety and Insurance Act* or its insurance policy.

10. Insurance

10.1 The Company shall during the entire term of this Agreement and any renewals thereof, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement. This insurance shall be primary, non-contributing with and not in excess of any other insurance available to the County. The policies shall be underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include but not be limited to:

- a) Commercial General liability insurance on a per occurrence basis for an amount of not less than Ten Million Dollars (\$10,000,000); such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. The Corporation of the County of Grey shall be named as an Additional Insured thereunder, with respect to the Company's operations, acts and omissions relating to its obligations under this Agreement. This policy shall not be invalidated as respects the interests of the County by reason of any breach or violation of any warranties, representations, declarations or conditions;
- b) Automobile Liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement, and/or as may be required by Applicable Laws;
- c) Insurance upon property of every description owned by the Company, or for which the Company is legally liable, on an All Risk basis for the full replacement cost thereof, as well as business interruption insurance in such amount as will reimburse the Company for direct or indirect loss of earnings attributable to an insured peril;
- d) Any other form or limits of insurance as the County, acting reasonably, may require from time to time throughout the Term of the Agreement in form, in amounts and for insurance risks against which a prudent person would insure.

10.2 As evidence of the required policies being in effect, the Company shall provide the County with Certificates of Insurance prior to the execution of this agreement, and upon each subsequent renewal period throughout the Term of this Agreement.

10.3 The Company shall provide 30 days' prior written notice to the County in the event of any cancellation which reduces or restricts the insurance provided.

10.4 The Company agrees that if it fails to take out or keep in force any such insurance referred to in this section, or should any such insurance not be approved by the County, and should the Company not commence and proceed to diligently rectify the situation within forty eight (48) hours after written notice by the County, the County has the right without assuming

any obligation in connection therewith, to effect such insurance at the sole cost of the Company. The County shall be reimbursed as set out under the terms of this Agreement.

11. Designated Contact

The Company shall have a representative on site for the transportation or other activity on the County Highway subject of this Agreement or provide the Director with the name of an official of the Company or contractor who may be contacted with respect to any transportation or construction activities being carried out by the Company.

11. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered or sent by prepaid registered mail, email or fax to the party to whom it is directed at the address for service of that party set out below, or at such other address as either of the parties may by notice to the other specify.

In the case of the Notice to the County:

County Clerk
Corporation of the County of Grey,
595 9th Avenue East, Owen Sound, ON N4K 3E3
Email: [REDACTED]

And in the case of the Notice to the Company:
Address

Phone:
Fax:
Email:

Every such notice shall be deemed to have been received if personally delivered, at the time of such delivery; if e-mailed or sent by fax, on the next business day; and if sent by prepaid registered mail, at the end of three (3) business days after the mailing thereof.

12. Termination

12.1 This Agreement may be terminated prior to the end of the term referred to in section 2:

- a) by the County, if at any time an order is made or an effective resolution passed for the winding-up, liquidation or dissolution of the Company which is not immediately stayed by appeal;
- b) by the County, if at any time the Company consents to or makes a general assignment for the benefit of creditors, or makes a proposal under, or takes advantage of, any insolvency, restructuring or reorganization legislation, or is declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian or receiver

and manager or other officer with similar powers is appointed of the Company or of all or substantially all of the Company's property which is not immediately stayed by appeal;

c) by the County, if the Company defaults in making a payment when due or in the performance or observance of any of the material terms, covenants or agreements on its part contained in this Agreement and such default continues for a period of five (5) days after notice thereof from the County.

12.2 In the event of termination of this Agreement, the Company will, at its own expense, remove all its property from the County Highway and leave the County Highway in the same as, or better condition than when the term of this Agreement began within thirty (30) days, or failing such removal and repair, any property will be removed and repair completed by the County at the expense of the Company, at the discretion of the County.

13. Representations and Warranties

The County has made no representations or warranties as to the state of repair of the County Highway or the suitability of same for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the County Highway on an "as is" basis and that the County is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the Company's use of the County Highway.

14. Payment Terms

All charges by the County that are payable by the Company under the terms of this Agreement and the Schedule(s) annexed hereto shall be payable 30 days from the date of the invoice. All invoices that are outstanding for longer than 30 days shall be subject to interest charged at 1.5% per month compounded monthly (19.56% per annum) and shall run from the due date of the invoice until the date payment is received.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

16. Relationship of the Parties

Nothing herein contained shall be deemed to create and the parties do not intend to create any relationship of partner, agent or joint venture as between the County and the Company.

17. Schedules

The Schedule(s) annexed to this Agreement are integral to, and form part of, this Agreement.

18. Indemnity

The Company shall indemnify the County, its elected officials, employees and agents from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments (including legal fees on a solicitor/client basis and all other costs of defence thereof) or other proceedings made by any person, including but not limited to the Company's own employees, arising out of activities arising under this Agreement or in connection with the use of the County Highway by the Company, its agents, servants, employees, or invitees whether or not liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments or other proceedings are caused by the Company's negligence, except to the extent they are caused by the negligence of the County. This indemnity shall extend to protect the County from construction liens by contractors, mechanics, material men, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.

In the event of any claims made or suits filed, the County shall give the Company timely written notice thereof, and the Company shall have the right to defend or settle the same to the extent of its interest hereunder. The Company shall promptly accept all responsibility to defend or settle such matters. Further, in the event it is necessary for the County to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be recoverable from the Company.

The Company agrees to assume all environmental liability relating to its use of the County Highway, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across and around the County Highway caused by:

- a) the operations of the Company in, on, under, along, across or around the County Highway; or
- b) any products or goods brought in, on, under, along, across or around the County Highway by the Company, or by any other person with the express or implied consent of the Company.

For the purpose of this section, "hazardous substance" means any hazardous substance and includes, but is not limited to, radiation, petroleum products and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any statute, regulation, by-law or code, whether federal, provincial or municipal.

19. Waiver of Claims by Company

The Company shall use the County Highway entirely at its own risk. The County, its elected officials, employees and agents shall not be responsible or liable in any way to the Company, its contractors, agents, or its customers for any damage or loss howsoever caused. This includes loss of service or loss of use by any customers and the Company shall indemnify and hold the County and others harmless therefrom in accordance with Section 18.

20. Waiver of Compliance with this Agreement

No amendment, waiver or modification of any provision of this Agreement shall be binding on a party unless both parties consent to same in writing. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided in writing.

21. Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement or under any Schedule annexed hereto, except for the obligation to make any payments, shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, flood, wind storms, explosions, riots, natural disasters, human health emergencies, wars, sabotage, labour problems (including lock-outs, strikes and slowdowns), material failures, delays, shortages or unavailability, or court ordered injunction or order; provided that written notice of delay (including anticipated duration of the delay) shall be given by the affected party to the other party within three (3) days of the affected party first becoming aware of such event. In the event that force majeure continues for a period of one hundred and eighty (180) days or more, the parties may terminate this Agreement without liability to the other upon mutual agreement. In the event that force majeure discontinues and the parties continue work pursuant to this Agreement, then all time-frames by which work is to be completed shall be extended by the length of the delay.

22. Assignment

This Agreement may not be assigned, sold or transferred by the Company without the prior written consent of the County. Any purported assignment, sale, or transfer in contravention of this Section shall be null and void. The County may transfer all its rights and obligations hereunder in the event that it ceases to have jurisdiction over the County Highway.

23. Entire Agreement

This Agreement and Schedules attached hereto contain the entire agreement between the parties with respect to the matters set out herein and supersede all prior agreements, negotiations, representations and proposals, whether written or oral, dealing with the subject matter of this Agreement. There are no conditions, covenants, representations or warranties, express or implied, statutory or otherwise relating to the subject matter hereof, except as herein expressly provided.

IN WITNESS WHEREOF the parties have executed this Agreement by the signatures of their respective duly authorized officers.

THE CORPORATION OF THE COUNTY OF GREY

Per: _____
Warden, Duncan McKinlay

Per: _____
Clerk, Sharon Vokes

Company Name

Per: _____
Insert name of signatory here

Per: _____
If 2nd signatory req'd, insert name of signatory here

I/We have authority to bind the Company.

Schedule "A"
Transportation Plan

Schedule "B"
Tree Removal Procedure

Schedule "C"
Grey County Contractor Health and Safety Agreement

**PROPOSED LOCATIONS OF DISTRIBUTION SYSTEM WITHIN ROAD
ALLOWANCES**

1 **6.0 PROPOSED LOCATION OF THE DISTRIBUTION SYSTEM WITHIN THE**
2 **ROAD ALLOWANCES**

3 Given that East Durham and the County cannot agree to the location of the Distribution System
4 within the Road Allowances, East Durham requests that the Board issue an order pursuant to
5 section 41(9) of the Electricity Act determining such location as follows:

- 6 • The Distribution System shall generally be located in the Road Allowances listed on
7 Exhibit B, Tab 6, Schedule 1, Appendix A, as shown on the maps included in Exhibit B,
8 Tab 4, Schedule 1, Appendix B.

- 9 • Where practicable, and where it meets all applicable engineering, environmental and
10 health and safety standards, the Distribution System lines shall be located approximately
11 1-3 meters from the abutting property line.

12 Where practicable, and where they meet all applicable engineering, environmental and health
13 and safety standards, the diagrams included in Exhibit B, Tab 5, Schedule 1, Appendices R and
14 FF shall be followed in constructing the Distribution System within the Road Allowances.

15 The location East Durham is proposing for the Distribution System within the Road Allowances
16 is generally consistent with the County's Utility Placement Policy on Grey County Right-of-
17 Ways (the "**Policy**", attached as Exhibit B, Tab 6, Schedule 1, Appendix C). The Policy is
18 written for utilities companies that are installing, among other things, new telephone, cable,
19 telecommunication and gas pipelines in the County Rights of Way. Certain aspects of the Policy
20 (such as the requirement to obtain approval to install utility infrastructure in the Road

1 Allowances) are not applicable for distributors that already have a statutory right to locate their
2 distribution system within the Road Allowances (see Exhibit B, Tab 3, Schedule 1).

3 Nonetheless, East Durham has proposed a location that is generally consistent with the Policy.

4 In particular, the Policy states:

- 5 • “Utility plants are usually confined to a two (2) metre horizontal strip along the highway
6 where possible”;
- 7 • “The horizontal strip should be adjacent to the right-of-way limit, unless that location is
8 already occupied by another utility, trees, or other obstacles”; and
- 9 • “The two (2) metre strip must be as close to the right of way limit as possible, and not
10 closer to the roadway or pavement than the centre of the roadside ditch.”

11 As set out above, East Durham’s proposal would generally be confined to a 2 metre horizontal
12 strip that is as close to the right of way limit (i.e. the abutting property line) as possible, allowing
13 only a 1 metre buffer to that property line to ensure that the Distribution System can be installed
14 without damage to any fence lines or other property markers. Furthermore, East Durham’s
15 proposal allows for limited flexibility to deviate from this corridor to meet applicable
16 engineering, environmental and health and safety standards, or where it is not practicable to
17 follow the corridor in a particular area, just as the Policy allows flexibility to adjust the location
18 of the horizontal strip location to avoid other utilities, trees or other obstacles.

APPENDIX 'A'

LIST OF AFFECTED ROAD ALLOWANCES

<u>Distribution Facility</u>	<u>Functionality</u>	<u>Degree of Necessity</u>	<u>Relevant Road Allowance</u>	<u>Side of Road Allowance</u>	<u>Approximate Length of Line Segment</u>
Segment 1	Transmit Wind Energy Centre generation to Connection Point	Essential	Grey Road 4	Northern	1043m
Segment 2	Transmit Wind Energy Centre generation to Connection Point	Essential	Grey Road 4	Northern	851m
Segment 3	Transmit Wind Energy Centre generation to Connection Point	Essential	Grey Road 4	Northern	1049m
Segment 4	Transmit Wind Energy Centre generation to Connection Point	Essential	Grey Road 4	Northern	982m

APPENDIX 'B'

UTILITY PLACEMENT POLICY ON GREY COUNTY RIGHT-OF-WAYS



Policy and Procedures

Subject Title: UTILITY PLACEMENT POLICY ON GREY COUNTY RIGHT-OF-WAYS

Corporate Policy (Approved by Council): <input type="checkbox"/>	Policy Ref. No.: ROADS 01-10
Administrative Policy (Approved by CAO): <input type="checkbox"/>	By-Law No. :
Date Approved: February 2, 2010	Name of Dept.: Transportation and Public Safety
Staff Report: TAPSR-14-10	

Authority:

The utility company (i.e telephone, cable, telecommunication, gas pipelines, etc) is required to submit a request to the County for the approval of any new installation or change to an existing installation.

Utility Plans:

Plans submitted for approval of a utility installation must show the location and extent of the proposed installation. Plans for an installation which crosses under a County Road shall include a key plan, detail plan and profile.

After construction of any utility, as-constructed plans shall be prepared by the utility company and forwarded to the County. The County Director or his representative may also allow the utility company to confirm in writing that the utility was installed in accordance with the original approved drawing.

Procedure:

Where a utility company has received approval to place a plant within the County right-of-way, the utility is expected to conform to the approved location. Any revisions to the approved location that are found to be necessary after approval must be brought to the attention of the Director or his designate prior to placing the plant. The utility company or that company's sub contractor must file a notification of field work with the County a minimum of twelve (12) hours prior to commencing work on a County Road allowance. The form is available at www.grey.ca/government-administration/taps/permit-forms-information/ . The completed form must be faxed to [REDACTED] or e-mailed to [REDACTED] prior to proceeding with the work.

For any excavation on the hot mix or surface treated portion of the County road, a "Utility Excavation Permit" is required prior to proceeding with the work. The permit can be applied for by contacting the Director of Transportation and Public Safety, or his designate. The permit fee is \$100.00 and must be paid prior to commencing the road cut.

Location:

Utility plants are usually confined to a two (2) metre horizontal strip along the highway where possible.

The horizontal strip should be adjacent to the right-of-way limit, unless that location is already occupied by another utility, trees, or other obstacles.

The two (2) metre strip must be as close to the right of way limit as possible, and not closer to the roadway or pavement than the centre of the roadside ditch. Any exceptions must be negotiated between the parties involved PRIOR to the start of construction.

Buried Crossings:

Underground conduits may be used for the crossing of County Roads.

Method of Placing Utility:

County Road crossings must be made by pushing, tunneling, or boring under the pavement in a manner that does NOT disturb the travelled surface of the road crossings. The use of a "torpedo" or similar device is prohibited unless authorized by the Director or his representative. The Director may consider approving this method when the road bed material and other conditions so indicate. It shall be noted that if the torpedo becomes lodged in the roadbed, recovery by open cutting of the pavement will not be permitted and the unit may have to be abandoned.

Major and minor jacking and boring pits should be located at the bottom of the ditch line and back slopes of the ditch, or beyond the toe of slope in a fill area. Jacking and boring pits are prohibited within 3.0 metres from the travelled portion of the roadway.

When a trench is dug on the shoulder or surface of the road, the gravel material should be kept separate from underlying materials and replaced in reverse order. Material being replaced into the trench is to be placed in 150 mm (6") layers and compacted to 100% standard proctor density. If the granular material becomes contaminated or is deemed to be unsuitable due to excessive moisture, organic matter or frost, it shall be replaced with new granular material.

The applicant shall be responsible for the removal and disposal of all surplus or contaminated excavated material. All material must be disposed of outside of the

County right-of-way unless the County gives permission to place the material on County property. Any material placed on County property must be leveled and trimmed to the satisfaction of the County.

Depth of Cover:

The standard depth for buried plant shall be not less than 1.2 metres below the travelled portion of the roadway. Buried plants below the bottom of the roadside ditch and other areas within the road allowance shall not be less than 0.75 metres.

Restoration:

The right-of-way and adjacent disturbed areas shall be restored to the same condition as that prior to placing the new plant. Any future settlements or other deficiencies deemed by the Grey County Transportation and Public Safety Director or his representatives to have occurred as a result of the utility installation and after consultation or a site review with the utility company will be repaired promptly by the utility company or by the County at the expense of the utility company.

General Conditions:

1. The utility company shall contact the office of the Grey County Transportation and Public Safety Director or his representatives and arrange a site meeting to view the proposed location of major installations prior to submitting proposed drawings for approvals.
2. Three copies of the Municipal Consent (MC) are to be sent to the Grey County Transportation and Public Safety Director or his representatives for approval. Approval signatures must be received prior to commencing construction.
3. The utility company is responsible for identifying existing private and/or municipal drains and utilities, which lie within the right-of-way. Drains and utilities, which are damaged as a result of utility plant installations, must be repaired by the utility company to the satisfaction of the owner(s) and at no cost to the County.
4. The utility company must give the County forty-eight (48) hours notice prior to commencing the work on major projects by contacting the office of the Grey County Transportation and Public Safety Director at [REDACTED]. The name and telephone number of the utility company's representative responsible for the fieldwork is to be recorded when notice of commencement or work is made.
5. The utility company or its designated contractor shall perform any work on the County road right-of-way as per Occupational Health and Safety Act and Regulations for Construction Projects and comply with the section titled traffic Control and the Ontario Traffic Manual Book 7.

6. The County will not be responsible for damage to existing plants that are located closer than one (1) metre away from guide rail posts or road signs.
7. The utility shall have an insurance policy holding the County harmless with respect to any liability which, in the opinion of the Grey County Transportation and Public Safety Director, resulted from the utility installation.
8. The County will contribute towards the costs for relocations made necessary by County road construction projects as per existing statutes or franchise agreements however, in no case will pay more than 50% the cost of labour and equipment.
9. This policy does not supersede any obligation that the utility companies have as a result of existing statutes or franchise agreements.
10. The County will not be held responsible for damage to utilities when County maintenance crews are replacing guideposts and road signs on the shoulder of the County Road.
11. The County will not be held responsible for damage to utilities during normal maintenance ditching and culvert cleaning operations.

POTENTIAL IMPACTS

1 **7.0 POTENTIAL IMPACTS**

2 In determining where in the Road Allowances it intended to locate the Distribution System, East
3 Durham has taken the following measures to minimize any potential prejudice to the County:

- 4 • East Durham and its consultants have conducted a detailed siting process for the Project,
5 involving extensive environmental assessment and government and public consultation
6 through the Renewable Energy Approval (“**REA**”) process established by Ontario
7 Regulation 359/09 under the *Environmental Protection Act*. As described in Exhibit B,
8 Tab 2, Schedule 1, the REA reports prepared by East Durham identified significant
9 environmental, social and other features in the Project area in the vicinity of the
10 Distribution Facilities and determined appropriate setbacks from those features. As a
11 result of its iterative siting process, East Durham’s proposed location for the Distribution
12 Facilities reflects the best balance of environmental, social, technical and economic
13 considerations.
- 14 • East Durham’s REA application identified and developed mitigation measures for all
15 significant environmental effects of the Project.
- 16 • Prior to construction, East Durham will prepare a plan to minimize potential construction
17 and environmental effects of the Project. The installation of the Distribution System
18 within the Road Allowances will involve good site practices and procedures, including
19 specifications regarding soil conservation, disposal and/or segregation of excavated
20 material, sediment control, dust control, artificial drainage system maintenance and soil
21 compaction control.
- 22 • Under the Proposed Agreement, East Durham would have provided certain benefits and
23 protections to the County in respect of the construction, installation, operation,
24 maintenance and decommissioning of the Distribution System (see Exhibit B, Tab 4,

1 Schedule 1, Appendix A). For example, East Durham would have undertaken the work
2 at its own expense in accordance with good engineering practices, and used reasonable
3 efforts to avoid unnecessary adverse impacts on the public use of the Road Allowances.
4 East Durham would have also repaired the surface of any Road Allowances that was
5 broken in the course of the work.

- 6 • As a condition of its REA, East Durham will be required, at the end of the Project's
7 useful life, to decommission the Project in accordance with that approval and the
8 requirements of the Ministry of the Environment.

9 Given these measures, the County faces no significant prejudice regarding East Durham's
10 proposed location of the Distribution System within the Road Allowances.

11 However, should the County continue to refuse to agree to the location of the Distribution
12 System within the Road Allowances, East Durham could be prejudiced. For example, the
13 County's constructive refusal to agree to a location for the Distribution System within the Road
14 Allowances (which has given rise to the present Application) could result in increased equipment
15 storage, lost revenue, liquidated damages and other payments under the Project's feed-in tariff
16 contract, and other costs.