

Appendix C: INSTALLATION & MAINTENANCE AGREEMENT

For the construction and connection of larger services onto Hydro Ottawa's distribution system (typically those projects not covered in Appendix G), Hydro Ottawa will enter an agreement with the Customer to clarify specific details associated with these larger services. Normally Hydro Ottawa will use the short "Installation and Maintenance Agreement" (see below). For more complex services, Hydro Ottawa may use a more comprehensive agreement (to be filed on title) with the specific property.

INSTALLATION AND MAINTENANCE AGREEMENT

(Short Agreement Oct 31, 2006)

THIS AGREEMENT made this _____ day of _____ ,

BETWEEN: _____, hereinafter called the "DEVELOPER"

AND: *HYDRO OTTAWA LIMITED, hereinafter called the "Hydro Ottawa"*

1. **DESCRIPTION OF THE PROJECT** - Hydro Ottawa will design and collaborate in the installation the electrical system for the Developer's project described as:
2. **HYDRO OTTAWA'S WORK** - Hydro Ottawa shall design, construct, inspect all work and commission an electrical distribution system based on the information to be provided by the Developer, Hydro Ottawa's Conditions of Service and shall produce plans and specifications suitable for the purpose of constructing the System.
3. **DEVELOPER'S WORK** -The Developer shall provide reasonable advanced notice to Hydro Ottawa of the timing of the project. The Developer shall arrange for the installation of civil works (examples: trenching, concrete encased duct banks, transformer foundations, transformer grounding, pad mounted switch foundations) in compliance with Hydro Ottawa's plans and specifications. Hydro Ottawa's decision on compliance shall be final.
4. **PLANS, DRAWINGS** - The Developer shall submit plans in a format acceptable to Hydro Ottawa showing all existing and planned rights of way, existing or proposed easements, water mains, sewers, gas mains, telephone cables, cablevision cables and other buried facilities with respect to the Lands. The Developer shall further provide Hydro Ottawa with copies of a plan showing the location of all dwellings their respective driveways and parking areas and non-residential developments on the Lands to the satisfaction of Hydro Ottawa. The Developer shall provide Hydro Ottawa with soil surveys, landscape and grading plans and any other information pertaining to the Work if so requested by Hydro Ottawa. The Developer shall be responsible for providing to Hydro Ottawa written confirmation of the necessary approvals by the municipality and any other branch or agency of the federal,

provincial or municipal government or other utility whose approval or co-operation is required.

5. **CHANGES DURING CONSTRUCTION-** The Developer shall not vary the design of the System subsequent to the commencement of construction of the System, without first submitting such variation in writing to Hydro Ottawa for approval and shall not implement any such variation until approval in writing has been received from Hydro Ottawa.

Hydro Ottawa reserves the right to modify by written direction, upon reasonable notice to the Developer, at any time and as circumstances require, the plans and specifications, Hydro Ottawa's Work or the Developer's Work to accommodate the requirements of Hydro Ottawa or the Developer, the existing or changing regulations, standards, specifications or technical requirements of the System, and the Developer shall perform or pay the cost of such changes without accounting or compensation from Hydro Ottawa.

6. **SURVEY-**The Developer shall place and maintain in place, during the construction of the System, such survey and grade markers as may be required by Hydro Ottawa to properly locate the various components of the System. The Developer shall be liable for any loss, damage or additional expenditure occasioned to Hydro Ottawa as a result of said grades and survey markers not being maintained as required.

7. **CHARGES FOR HYDRO OTTAWA'S WORK**

- (1) The cost for providing service to the proposed development is as follows:

(a) A capital contribution in the amount of \$ _____ for those works installed and owned by Hydro Ottawa for the design of the electrical plant, and inspection of Civil Works installed by the DEVELOPER. The works installed by Hydro Ottawa will include all primary cable and devices, transformers, secondary service cables and metering for each unit, unless otherwise specified on the design drawing.

(b) A deposit in the amount 50% of the estimate will be required prior to Hydro Ottawa commencing the detailed design and order of material. The remaining part of the deposit will be due 30 days prior to construction. The Developer shall pay Hydro Ottawa interest at the rate of 1 ¼ % per month on overdue accounts. The Developer acknowledges that the various payments hereby required to be made are collectively and individually a consideration without which Hydro Ottawa would not have executed this Agreement nor extended the electrical facilities herein contemplated to service the Lands and the Developer hereby relinquishes any right it may have to demand the provision of energy from Hydro Ottawa until all payments required herein have been made, whether such right is given by common law or statute.

- (2) Hydro Ottawa will charge the Developer for the cost of additional designs of the system that are necessitated by changes

8. **LIABILITY AND INSURANCE** - The Developer agrees to indemnify Hydro Ottawa against all damages, loss, actions, causes of action, suites, claims or demands whatsoever against Hydro Ottawa arising directly or indirectly as a result of the Developer carrying out,

or permitting to be carried out, by its express or implied consent, any work whatsoever pursuant to, or purportedly pursuant to, the terms of this Agreement. Notwithstanding the foregoing, the Developer shall not be required to indemnify Hydro Ottawa with respect to damages, loss, actions, causes of action, suites, claims or demands arising out of Hydro Ottawa's Work. The Developer shall be liable for all damage to the System caused by the Developer, its employees, representatives, contractors, subcontractors or agents. The DEVELOPER shall insure against all damages or claims for bodily injury, death, damages to property and loss of use of a property with a policy or policies from an insurance company satisfactory to HYDRO OTTAWA. A copy of the policy or policies shall include HYDRO OTTAWA and the City of Ottawa as named insured and shall remain in the custody of HYDRO OTTAWA during the term of this Agreement. Such insurance coverage shall be for an initial period of two years and shall be extended by the DEVELOPER for a further period until all obligations on its part are fulfilled. The insurance coverage amount shall be a minimum of Five Million Dollars (\$5,000,000.00) per occurrence and receipts for premiums shall be provided to HYDRO OTTAWA. The provision for such insurance coverage shall not be construed as relieving the DEVELOPER from responsibility for other and larger claims for which he may be held accountable. Should the DEVELOPER fail to maintain the proper insurance coverage for the term of this Agreement, HYDRO OTTAWA will have the authority to pay any and all costs related to maintaining the proper insurance coverage at the Developer's cost.

9. DAMAGE DEPOSIT

(1) The Developer shall provide a Damage Deposit to Hydro Ottawa upon execution of this Agreement in an amount equal to \$. The Damage Deposit shall be provided in the form of an irrevocable Letter of Credit, certified cheque, bank draft, or other equivalent form of security instrument acceptable to Hydro Ottawa. Hydro Ottawa shall hold the Damage Deposit for a minimum period of five (5) years. Any Deposit held in Hydro Ottawa's hands shall be held by Hydro Ottawa without interest and Hydro Ottawa shall not be required to the Security Deposit separate from its general accounts. Hydro Ottawa at its option, in addition to any of its other rights and remedies provided for in this Agreement or at law, may use, apply or retain the whole or any part of the Security Deposit to the extent required for any sum which Hydro Ottawa may expend or may be required to expend by reason of any damage, howsoever caused by the Developer, to Hydro Ottawa's electrical distribution system, and all professional fees (including legal fees on a complete indemnity basis) and expenses with respect thereto. The Developer's liability hereunder shall not be limited to the amount of the Security Deposit. If Hydro Ottawa uses, applies or retains the whole or any part of the Security Deposit, and the Security Deposit is in the form of certified cheque, bank draft, or other equivalent form of security instrument, the Developer shall remit to Hydro Ottawa a sufficient amount in cash or by certified cheque to replenish the Security Deposit to its original sum five (5) days after being notified by Hydro Ottawa of the amount due.

(2) If a Letter of Credit is provided, the Developer shall (i) renew or cause the renewal of the Letter of Credit on a timely basis, (ii) if the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide a substitute Letter of Credit or other equivalent form of security instrument acceptable to Hydro Ottawa at least ten (10) Business Days prior to the expiration of the outstanding Letter of Credit, and (iii) if

a bank issuing a Letter of Credit fails to honour Hydro Ottawa's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of Hydro Ottawa, (A) a substitute Letter of Credit that is issued by another financial institution, or (B) other surety instrument satisfactory to Hydro Ottawa in an amount equal to such outstanding Letter of Credit, in either case within five (5) Business Days after the Developer receives notice of such refusal. The Letter of Credit, in the form and on the terms and conditions acceptable to Hydro Ottawa, shall provide that Hydro Ottawa may draw upon the Letter of Credit in an amount (up to the face amount for which the Letter of Credit has been issued) that is equal to all amounts claimed by Hydro Ottawa from the Developer as aforesaid, but have not been paid to Hydro Ottawa. The Letter of Credit shall provide that a drawing may be made on the Letter of Credit upon submission to the bank issuing the letter of Credit of one or more certificates specifying the amounts due and owing to Hydro Ottawa. If the Developer should fail to renew, substitute, or sufficiently increase the amount of an outstanding Letter of Credit, or establish one or more additional Letters of Credit or other equivalent form of security instrument acceptable to Hydro Ottawa, then Hydro Ottawa may draw on the entire, undrawn portion of any outstanding Letter of Credit. If the amounts due and owing are less than the amount drawn under such Letter of Credit, then such excess amount shall be held as Damage Deposit. The Developer shall remain liable for any amounts due and owing to Hydro Ottawa and remaining unpaid after the application of the amounts so drawn by Hydro Ottawa.

(3) At the end of five (5) years, Hydro Ottawa shall return the Security Deposit, or so much thereof as has not been applied by Hydro Ottawa, as aforesaid, without interest to the Developer, without limiting any of its rights or remedies under this Agreement or at law.

10. DAMAGES TO OTHER SERVICES- The Developer shall be responsible for repairing any damages caused to any other service or utility by any activities arising directly or indirectly out of this Agreement which are undertaken by the Developer. The obligation of the Developer hereunder shall continue until a Certificate of Acceptance has been issued for the whole System.

11. CONVEYANCING OF EASEMENTS-The Developer shall grant to Hydro Ottawa, at the Developer's expense, and in a form acceptable to Hydro Ottawa, such Transfer of Easement as Hydro Ottawa deems necessary. The legal description of the lands to be encumbered by the Easement described therein and the documents formally granting same to Hydro Ottawa shall be prepared by the Developer to the satisfaction of Hydro Ottawa and shall be registered by the Developer at the expense of the Developer. A copy of the registered Transfer of Easement document and all associated registered plans shall be submitted to Hydro Ottawa for its records. Said Easements shall be granted to Hydro Ottawa for the sum of ONE (\$1.00) DOLLAR. The Developer shall also obtain a written consent, which acknowledges the existence of a postponement of interest in favour of Hydro Ottawa, from any mortgagee or chargee or other encumbrance of the Lands described herein and of lands over which the Easement is to be granted who has a registered interest in the said Lands described herein or lands over which the Easement is to be granted, which might rank in priority to that of Hydro Ottawa, and shall affix same to all copies of this Agreement and/or related Transfer of Easement which are to be registered in the applicable Land Registry Office.

12. **TITLE TO THE SYSTEM** - The Developer shall retain full title to the System until 80% of the units have been connected to the electrical Distribution system and a Certificate of Acceptance has been issued in respect of the System, at which time all title to the system shall be deemed transferred to Hydro Ottawa. Upon issuance of a Certificate of Acceptance for the System, Hydro Ottawa shall assume ownership and the responsibility for operating and maintaining those parts of the System for which it has agreed to be responsible in accordance with Section 7.

13. **TERM**-This Agreement shall commence at the time of execution by all parties thereto and shall remain in full force and effect until Hydro Ottawa has delivered to the Developer a Certificate of Acceptance for the entirety of the System or until this Agreement is terminated in accordance with its provisions, whichever occurs first.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal or affixed their corporate seals under the hands of their proper signing officers authorized in that behalf, as the case may be.

“Developer” -

Hydro Ottawa Limited

Per: _____

Per: _____

Date: _____

Date: _____