

All our energy.  
All the time.



August 11, 2025

Island Regulatory & Appeals Commission  
PO Box 577  
Charlottetown PE C1A 7L1

Dear Commissioners:

Please find enclosed five (5) copies of Maritime Electric's Application seeking approval to exchange certain lands with the City of Charlottetown. An electronic copy will be forwarded shortly.

If you require further information, please do not hesitate to contact me at 902-629-3641.

Yours truly,

MARITIME ELECTRIC

A handwritten signature in blue ink that reads "Gloria Crockett".

Gloria Crockett, CPA, CA  
Director, Regulatory & Financial Planning

GCC16  
Encl. as noted

**C A N A D A**

**PROVINCE OF PRINCE EDWARD ISLAND**

**BEFORE THE ISLAND REGULATORY  
AND APPEALS COMMISSION**

**IN THE MATTER** of Sections 10 and 17(1) of the  
*Electric Power Act* (R.S.P.E.I. 1988, Cap. E-4) and  
**IN THE MATTER** of the Application of Maritime  
Electric Company, Limited to exchange certain lands  
with the City of Charlottetown.

**APPLICATION  
AND  
EVIDENCE OF  
MARITIME ELECTRIC COMPANY, LIMITED**

**August 11, 2025**

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**1.0 APPLICATION**

**C A N A D A**

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**IN THE MATTER** of the Application of Maritime  
Electric Company, Limited to exchange certain lands  
with the City of Charlottetown.

**Introduction**

Maritime Electric Company, Limited ("Maritime Electric" or the "Company") is a corporation incorporated under the laws of Canada with its head or registered office at Charlottetown and carries on a business as a public utility subject to the *Electric Power Act* engaged in the production, purchase, transmission, distribution and sale of electricity within Prince Edward Island ("PEI").

**Application**

Maritime Electric hereby applies to the Island Regulatory and Appeals Commission ("IRAC" or the "Commission") for an order to acquire certain lands held by the City of Charlottetown (the "City") that are located next to Maritime Electric's Charlottetown Generating Station, in exchange for a portion of Maritime Electric's lands that are required for the City's "Eastern Gateway" project along Water Street, Charlottetown.

The proposal contained in this Application represents a just and reasonable balance of the interests of Maritime Electric and those of its customers and will, if approved, allow the Company to continue to control access to and potential future development of lands surrounding the Charlottetown Generating Station at a reasonable cost, as outlined in Section 4.0, below.



**SECTION 1 - APPLICATION**

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**Procedure**

Filed herewith is the Affidavit of Jason C. Roberts, T. Michelle Francis and Angus S. Orford which contains the evidence on which Maritime Electric relies in the Application.

Dated at Charlottetown, Province of PEI, this 11<sup>th</sup> day of August, 2025.



---

**D. Spencer Campbell, K.C.**

STEWART MCKELVEY  
65 Grafton Street, PO Box 2140  
Charlottetown PE C1A 8B9  
Telephone: 902-629-4549  
Facsimile: 902-892-2485  
Solicitors for Maritime Electric Company, Limited

**2.0 AFFIDAVIT**

**C A N A D A**

**PROVINCE OF PRINCE EDWARD ISLAND**

**BEFORE THE ISLAND REGULATORY  
AND APPEALS COMMISSION**

**IN THE MATTER** of Sections 10 and 17(1) of the  
*Electric Power Act* (R.S.P.E.I. 1988, Cap. E-4) and  
**IN THE MATTER** of the Application of Maritime  
Electric Company, Limited to exchange certain lands  
with the City of Charlottetown.

**AFFIDAVIT**

We, Jason C. Roberts of Suffolk, T. Michelle Francis of Emyvale and Angus S. Orford of  
Charlottetown, in Queens County, Province of Prince Edward Island, MAKE OATH AND SAY AS  
FOLLOWS:

We are the President and Chief Financial Officer, Vice President, Finance and Chief Financial  
Officer and Vice-President, Corporate Planning and Energy Supply for Maritime Electric and as  
such, have personal knowledge of the matters deposed to herein, except where noted, in which  
case I rely upon the information of others and in which case I verily believe such information to  
be true.

Maritime Electric is a public utility subject to the provisions of the *Electric Power Act* engaged in  
the production, purchase, transmission, distribution and sale of electricity within PEI.

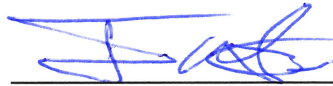
**SECTION 2 – AFFIDAVIT**

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I prepared or supervised the preparation of the evidence and to the best of our knowledge and belief the evidence is true in substance and in fact.

Section 5.0 contains a proposed Order of the Commission based on the Company's Application.

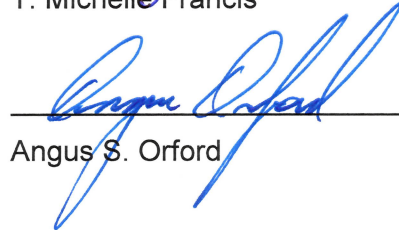
SWORN TO SEVERALLY at  
Charlottetown, Prince Edward Island,  
the 11<sup>th</sup> day of August, 2025.




Jason C. Roberts



T. Michelle Francis



Angus S. Orford



A Commissioner for taking affidavits  
in the Supreme Court of Prince Edward Island.

**3.0 INTRODUCTION AND REASONS FOR REQUEST**

**3.1 Parties**

Maritime Electric owns and operates a fully integrated power system providing for the purchase, generation, transmission, distribution and sale of electricity throughout PEI. The Company's head office is located in Charlottetown with generating facilities in Charlottetown and Borden-Carleton.

Maritime Electric is the primary provider of electricity on PEI delivering approximately 90 per cent of the electrical energy supplied to Islanders. To meet customer energy demand and supply requirements, the Company has contractual entitlement to capacity and energy from NB Power's Point Lepreau Nuclear Generating Station and an agreement for the purchase of capacity and system energy from NB Power delivered via four submarine cables owned by the Province of PEI. Through various contracts with the PEI Energy Corporation, the Company also purchases the capacity and energy from 92.5 megawatts of wind generation on PEI.

Maritime Electric is a public utility subject to the PEI's *Electric Power Act*. As a public utility, the Company is subject to regulatory oversight and approvals of the Commission. IRAC's jurisdiction to regulate public utilities is found in the *Electric Power Act* and the *Island Regulatory and Appeals Commission Act*.

The City of Charlottetown ("City") is an incorporated municipality and is primarily governed by the *Municipal Government Act*.

**3.2 Proposed Transactions**

In June, 2021, the City approached Maritime Electric with a proposal to re-align the Water Street Parkway. The proposed realignment required the transfer of Company-owned lands to the City. The affected Maritime Electric lands were located along the eastern portion of Water Street, in Charlottetown (PID 338921).

### **SECTION 3 – INTRODUCTION**

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1 In or about October, 2023, the City suggested a land swap. The City proposed exchanging a  
2 portion of the Company's PID 338921 comprising approximately 0.77 acres of land (the "MECL  
3 Property"), which was required for the construction of the new road, for a section of Richmond  
4 Street, consisting of approximately 0.16 acres (the "Richmond Street Property"). This section of  
5 Richmond Street serves as the entrance driveway to Maritime Electric's Cumberland Street Site.  
6 Until this land exchange was suggested, Maritime Electric officials thought the City may be  
7 considering expropriation as the method of acquiring the MECL Property.

8  
9 Maritime Electric was interested in transferring the MECL Property as it is a known contaminated  
10 site and is not now and is not in the foreseeable future going to be used as part of the Company's  
11 operations. As part of its discussions with the City, Maritime Electric shared with the City an  
12 environmental report outlining the known and potential hazardous materials located on the MECL  
13 Property.

14  
15 In the spring of 2024, Maritime Electric suggested including another parcel in the land exchange,  
16 namely, the lands located at 278 Dorchester Street, Charlottetown (PID 336545) consisting of  
17 approximately 0.04 acres of land (the "Dorchester Street Property", and collectively with the  
18 Richmond Street Property, the "City Properties"). The Dorchester Street Property has been  
19 located within Maritime Electric's perimeter fence for decades.

20  
21 The Richmond Street Property had been used as a public (paved) street. This section of the street  
22 was permanently closed by the City by resolution dated June 27, 2024. I am advised by the  
23 Company's solicitors that there are no encumbrances on title to it. There are presently no  
24 structures located on it, apart from the paved street itself. Maritime Electric intends to re-pave the  
25 Richmond Street Property and relocate the current entrance to the Charlottetown Generating  
26 Station closer to Cumberland Street, using funds already budgeted in its 2025 capital budget as  
27 previously approved by the Commission.

28  
29 The Dorchester Street Property is presently used as vacant land. I am advised by the Company's  
30 solicitors that there are no encumbrances on title. Nor are there any structures located on it. If the  
31 transfer is completed, Maritime Electric intends to maintain this property as vacant land. This  
32 property is already located within the fence line of the Charlottetown Generating Station.

### **SECTION 3 – INTRODUCTION**

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1 The Company is not aware of any condition or environmental contamination present on the City  
2 Properties that would require immediate remediation or improvements other than the planned re-  
3 pavement of the Richmond Street Property as stated above.

#### **3.3 Agreements with the City and Maritime Electric**

7 In April 2024, the Company received a copy of a formal appraisal prepared by McQuaid &  
8 Associates – ARA on behalf of the City that assigned a value of \$277,000.00, or \$40.00 per square  
9 foot, plus applicable HST for the Richmond Street Property.

11 In the Summer of 2024, the City required the immediate use of the MECL Property for its Eastern  
12 Gateway project as the construction of that project was underway. However, Maritime Electric  
13 and the City had not reached a final agreement for all terms and conditions of the proposed land  
14 exchange. On August 19, 2024, Maritime Electric and the City entered into a license agreement  
15 for the City to use the MECL Property as part of the Eastern Gateway project on an interim basis,  
16 subject to entering into a final agreement on the proposed land exchange on terms mutually  
17 acceptable to both parties. A copy of the license agreement is attached to this Affidavit as Exhibit  
18 “A”. The MECL Property continues to be used and occupied by the City for public use under the  
19 terms of this agreement.

21 As noted above, a formal appraisal was completed by McQuaid & Associates – ARA on behalf of  
22 the City for the Richmond Street Property. That appraisal provided a value of \$277,000.00, or  
23 \$40.00 per square foot, plus applicable HST for the Richmond Street Property. For simplicity and  
24 to avoid the cost and delay of further appraisals for the other properties being exchanged,  
25 Maritime Electric and the City agreed to value all properties on the basis of \$40.00 per square  
26 foot based on the Richmond Street Property appraisal, with the result that the following values  
27 have been agreed to by the parties:

- 29 1. MECL Property - \$1,339,461.00 for 0.77 acres of land;
- 30 2. Richmond Street Property - \$277,000.00 for 0.16 acres of land; and
- 31 3. Dorchester Street Property - \$69,696.00 for 0.04 acres of land.

### **SECTION 3 – INTRODUCTION**

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1 The MECL Property includes contaminated land, has been identified by the City (an expropriating  
2 authority) as being required for public use, is presently being used and occupied by the City for  
3 public use, is much larger than the City Properties the Company will receive in return, and is  
4 based on the appraised value of the Richmond Street Property (\$40 per square foot). Accordingly,  
5 the agreed upon value for the MECL Property most likely far exceeds its true fair market value,  
6 but it was agreed upon to simplify the transaction and for financial and tax reporting purposes.

7  
8 On June 17, 2025, the Company and the City entered into an agreement outlining the terms and  
9 conditions of the proposed exchange of property (the “Transfer Agreement”) with a closing  
10 scheduled for July 7, 2025. A copy of the Transfer Agreement is attached to this Affidavit as  
11 Exhibit “B”.

12  
13 Prior to closing, the Company’s solicitor, Spencer Campbell, K.C. of Stewart McKelvey, brought  
14 to the Company’s attention a direction from the Commission’s solicitors on an unrelated file  
15 confirming that any land exchange transaction involving Maritime Electric required Commission  
16 approval. Mr. Campbell also advised the Company’s solicitors, Perlene Morrison, K.C. and  
17 Andrew Sapiano, both of Stewart McKelvey, who were acting on the exchange transaction and  
18 unaware of the Commission’s previous direction, that such approval would be required. The City  
19 was immediately notified that the transaction could not be completed unless and until approval of  
20 the Commission was obtained. The Company is in the process of amending the Transaction  
21 Agreement to reflect a new closing date that is conditional upon Commission approval.

#### **3.4 Reasons for Request**

22  
23  
24  
25 The Company wishes to complete the land exchange transaction with the City for the following  
26 principal reasons:

- 27  
28 1. To ensure that all of the lands surrounding the Charlottetown Generating Station are  
29 owned and controlled by Maritime Electric to ensure the continued security and safety of  
30 that station, and to ensure the lands within the vicinity are not developed or used for  
31 improper or incompatible uses; and  
32

### **SECTION 3 – INTRODUCTION**

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2. To transfer the MECL Property which is not now and will not be in the foreseeable future used for the Company's operations and is already being used and developed by the City for public uses.

At this time, the Company respectfully requests that the Commission grant approval to exchange the MECL Property for the City Properties.

The proposed exchange will have the dual benefit to ratepayers of (A) divesting the Company of contaminated lands on an 'as-is, where-is' basis without having to incur costs to remediate now or in the future and (B) acquiring lands neighbouring the Company's Charlottetown Generating Station - a key electrical substation in PEI - to ensure continued control and safety at that site.

The Company respectfully submits that the within request can be distinguished from other requests for the Company to exchange land under the *Electric Power Act* given that the City has a general right of expropriation pursuant to Division 4 of the *Municipal Government Act*, the MECL Property is currently being occupied by the City, is a known contaminated site, and is being re-developed for public use. The agreed-upon value of the MECL Property based upon the appraised value of the Richmond Street Property at \$40.00 per acre is likely far above any fair market value compensation that Maritime Electric would be entitled to in event of expropriation by the City.

If the within application were denied by the Commission and the City were to expropriate the MECL Property, the Company's preference would be for the City to compensate the Company by transferring the City Properties to the Company in lieu of cash consideration in any event. The within request to permit the Company to exchange land with the City therefore amounts to a simplified and more cost-effective approach to achieve the same result as expropriation.



**4.0 PROPOSED BUDGET**

The proposed acquisition of the City Properties is to be satisfied by an exchange of land rather than cash consideration. Accordingly, Maritime Electric only expects to incur the following estimated legal and professional fees and disbursements to complete the proposed transaction:

Legal Fees	\$	20,000.00*
Survey Costs		4,500.00
Re-Paving/Entrance Relocation for Richmond Street		68,000.00
Land Transfer Taxes		3,466.96
Registry Fees		927.30
Title Insurance		561.33
<b>TOTAL</b>	<b>\$</b>	<b>97,455.59</b>
		(plus applicable HST)

\* inclusive of costs of the within application

The re-paving/entrance relocation for Richmond Street was included in the Company's 2025 Capital Budget Application filed with the Commission on August 2, 2024, as Project 4.1c – CGS Entrance Improvements and Modifications- and the expected land swap with the City of Charlottetown was identified in a footnote therein. The project budget of \$68,000 was approved by the Commission in Order UE25-01. At the time the 2025 capital budget was prepared, the Company anticipated the re-paving and entrance relocation costs of \$68,000 but was not aware of the above-noted legal, survey, transfer taxes, fees and title insurance costs totaling approximately \$30,000. The variance will be reflected in the Company's 2025 Capital Annual Capital Variance that will be filed with the Commission on or before February 28, 2026. The amount of the variance is not material in comparison with the Company's overall 2025 capital budget and as such, will not materially impact customer electricity rates, rate base or rate of return.

**5.0 PROPOSED ORDER**

**C A N A D A**

**PROVINCE OF PRINCE EDWARD ISLAND**

**BEFORE THE ISLAND REGULATORY  
AND APPEALS COMMISSION**

**IN THE MATTER** of Sections 10 and 17(1) of the  
*Electric Power Act* (R.S.P.E.I. 1988, Cap. E-4) and  
**IN THE MATTER** of the Application of Maritime  
Electric Company, Limited to exchange certain lands  
with the City of Charlottetown.

UPON receiving an Application by Maritime Electric Company, Limited (“Maritime Electric”) for approval to exchange certain lands with the City of Charlottetown (the “City”);

AND UPON considering the Application and Evidence in support thereof;

NOW AND THEREFORE pursuant to the *Electric Power Act* and the *Island Regulatory and Appeals Commission Act*;

**IT IS ORDERED THAT**

1. Maritime Electric be permitted to transfer to the City a portion of lands located on Water Street, Charlottetown (PID 338921) comprising approximately 0.77 acres of land;
2. Maritime Electric be permitted to have transferred to it by the City, in consideration of the transfer of the MECL Property:
  - a. a portion of lands comprising Richmond Street, Charlottetown, Prince Edward Island consisting of approximately 0.16 acres; and

**SECTION 5 – PROPOSED ORDER**

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b. all of the lands located at 278 Dorchester Street, Charlottetown, Prince Edward Island (PID 336545) consisting of approximately 0.04 acres of land;

3. Maritime Electric be permitted to pay for all legal and professional fees and disbursements associated with the said transfer and exchange of lands, including, without limitation, all land transfer taxes, registry fees, title insurance, and legal and other professional fees and disbursements.

DATED at Charlottetown this \_\_\_\_\_ day of \_\_\_\_\_, 2025

BY THE COMMISSION

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



# **A p p e n d i x   A**

## **L i c e n s e   A g r e e m e n t**



## APPENDIX "A"

### LICENSE AGREEMENT

THIS LICENCE made this 19<sup>th</sup> day of August, 2024,

BETWEEN:

**MARITIME ELECTRIC COMPANY, LIMITED**

("MECL")

AND

**CITY OF CHARLOTTETOWN**

(the "City")

#### WHEREAS:

1. The City is developing the Eastern Gateway Project in Charlottetown, which involves the re-alignment of a portion of Water Street;
2. The City requires a portion of MECL's lands, as described herein, for the said Eastern Gateway Project;
3. MECL and the City have reached a preliminary agreement whereby MECL will transfer certain lands to the City being identified as part of PID 338921 more particularly described at Schedule "A" attached hereto (the "**Property**") upon a date to be fixed (the "**Closing Date**") and upon certain terms and conditions agreed to by the City and MECL;
4. The City has requested the immediate use of the Property for the purpose of the temporary re-alignment of a portion of Water Street in Charlottetown (the "**Land Use**");
5. The Property has been identified as a contaminated site pursuant to the *Contaminated Sites Registry Regulations*, PEI Reg EC656/06;
6. The City will be required to disturb soil located on the Property for the purpose of the Land Use;
7. The Department of Environment, Energy and Climate Action has approved the Land Use upon certain terms and conditions contained in a letter to Kent Nicholson, Manager, Production and Energy Control Operations, Maritime Electric from Hannah Jenkins, (Acting) Manager, Environmental Land Management, Department of Environment, Energy and Climate Action, dated March 22, 2024, a copy of which is attached hereto as Schedule "B" (the "**Environmental Land Management Letter**")'
8. MECL has agreed to license the Property to the City upon the terms and conditions herein contained;

**NOW THEREFORE** this agreement (the "**Agreement**") witnesses that in consideration of the premises and the obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) MECL and the City hereby agree as follows:

**1. Grant**

- 1.1 MECL hereby grants to the City the licence (the "**Licence**") to use the Property solely for the purpose of installing, excavating, constructing and removing a temporary road, being a portion of Water Street, Charlottetown (the "**Land Use**").
- 1.2 Notwithstanding the date of execution of this Agreement, the parties agree that the License shall be for a term commencing April 1, 2024 and ending on the earliest of the Closing Date or October 31, 2024 (the "**Term**"). In connection with the Licence, the City shall be entitled to enter the Property together with its servants, agents, workers and contractors at all times for the purpose of the Land Use.
- 1.3 For the purpose of this Agreement, the Property is accepted "as is, where is" by the City.
- 1.4 MECL shall be entitled to access the Property as reasonably required in connection with its use and operation of the balance of PID 388921. In exercising this right, MECL agrees to use all reasonable commercial efforts to minimize any interruption with the City's use of the Property.
- 1.5 This Agreement may be extended upon written agreement of the parties hereto.

**2. Licence Fee**

- 2.1 The parties agree that there shall be a one-time payment of \$1.00 paid by the City to MECL for the City's use of the Property.

**3. City's Covenants**

- 3.1 The City covenants and agrees with MECL that:
  - (a) the City shall observe all of the terms, covenants and conditions of this Agreement;
  - (b) the Property may be used only for the purpose of the Land Use and for no other purpose;
  - (c) the City shall observe all terms and conditions as contained in the Environmental Land Management Letter;
  - (d) the City shall be responsible for the construction, repair, maintenance and management of the Property including, without limitation:
    - (i) all repairs and replacements to the Property as reasonably required for the Land Use; and

- (ii) all utilities required for the City's use, if any;

it being agreed that MECL has no obligations in respect of the construction, repair, maintenance and management of the Property;

- (e) the City shall comply with all laws, directions, rules and regulations of all governmental authorities having jurisdiction and all requirements of all insurance companies in connection with the exercise of its rights hereunder;
- (f) in the event this Agreement is terminated and the City has not acquired the Property, the City shall remove all improvements, and any other equipment from the Property and return the Property in the same state as it was at the beginning of the Term, subject only to reasonable wear and tear. If the City does not complete such work and remove all such items 30 days following the termination of this Licence, MECL may do so at the expense of the City; and,
- (g) the City shall not act or fail to act in any manner that causes damage to the Property.

The City's covenants herein shall survive the termination of this Agreement.

#### **4. Insurance and Indemnity**

- 4.1 The City shall maintain, or cause its third party contractor to maintain, an insurance policy, including public liability and property damage insurance coverage, in an amount not less than two million dollars (\$2,000,000) per occurrence, which shall name MECL as an additional insured. The City shall provide evidence reasonably satisfactory to MECL that such insurance coverage is in force, and the policy shall require notification to MECL in advance of any material adverse change or cancellation of such policy.
- 4.2 The City shall indemnify and save harmless MECL from all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:
  - (a) any breach, violation or non-performance by the City of the terms, covenants and obligations on the part of the City set out in this Agreement;
  - (b) any damage to the Property occasioned by the use of the Property by the City, its employees, contractors, invitees, customers and others for whom it is in law responsible; and
  - (c) any injury to or death of any person resulting from the use of the Property by the City, its employees, contractors, invitees, customers and others for whom it is in law responsible.
- 4.3 The City shall use the Property at its sole risk, and MECL shall not be liable for any loss, injury or damage caused to persons using the Property or to automobiles or their contents or any other property, the responsibility for insuring against any such loss, injury or damage being that of the City who hereby waives, on behalf of itself and its insurers, any rights of subrogation against MECL. In addition and without limitation, the City agrees that MECL, regardless of negligence or alleged negligence on the part



of MECL or any breach of this Agreement by MECL and, notwithstanding anything else herein contained, shall not be liable for and hereby releases MECL from:

- (a) any and all claims, actions, causes of action, damages, demands for damages and other liabilities for or related to:
  - (i) any bodily injury, personal injury, illness or discomfort to or death of the City or any of its employees, contractors, invitees, customers and others for whom it is in law responsible, in or about the Property; and
  - (ii) any loss or damage to all property in or about the Property owned by the City or any of its employees, contractors, invitees, customers and others for whom it is in law responsible; and,
- (b) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by MECL to perform any maintenance or other work in or about the Property.

## 5. Environmental Condition: Indemnity and Release

### 5.1 In this section:

- (a) **"Claims"** means any claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, orders, judgments, costs, expenses, fines, disbursements, legal fees on a substantial indemnity basis, interest, demands and actions of any nature or any kind whatsoever.
- (b) **"Environmental Law"** means any federal, provincial or municipal laws, statutes, ordinances, codes, regulations, rules, orders, or decrees regulating, relating to or imposing liability or standards of conduct concerning any environmental matters including, but not limited to, matters related to air pollution, water pollution, noise control, or hazardous material, including but not limited to the *Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Environmental Protection Act* (Prince Edward Island), and any similar, replacement or supplemental acts and all regulations, orders or decrees, now or hereafter made pursuant to any of the foregoing.
- (c) **"Existing Environmental Condition"** means the environmental condition of the Property up to and including the Closing Date.
- (d) **"Governmental Authority"** means any federal, provincial, municipal, regional, territorial, aboriginal, or other government, government or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

- (e) **"Hazardous Substances"** means any hazardous, toxic or dangerous waste, contaminant, substance or material defined as such in (or for the purposes of) any Environmental Law, as now or at any time hereafter in effect, including, without limitation, asbestos, radioactive materials, explosives, urea formaldehyde foam insulation, polychlorinated biphenyls and petroleum products.

- 5.2 The City hereby agrees to indemnify and save MECL and its directors, officers, employees, shareholders, parent company, professional advisors, subsidiaries, affiliates, successors and assigns (collectively, the **"Indemnified Parties"**) harmless from the full amount of any Claims which the City or the Indemnified Parties may suffer arising from or relating to the Existing Environmental Condition of the Property.
- 5.3 The City hereby releases and forever discharges the Indemnified Parties from all Claims of any kind that the City may make, suffer, sustain or incur arising from or relating to the Existing Environmental Condition of the Property.
- 5.4 The City further agrees that it will not, directly or indirectly, attempt to compel the Indemnified Parties to clean up, or remove or pay for the clean-up or removal of any Hazardous Substances, remediate any condition or matter in, on, under or in the vicinity of the Property, or to pay or be responsible for any damages in connection with or on the basis of the existence or presence of any Hazardous Substances in, on or under the Property.

## 6. Default

- 6.1 Any of the following occurrences or acts shall constitute an event of default by MECL or City (as applicable) under this Agreement:
  - (a) failure to perform any covenant or condition required to be performed or observed by such party hereunder, where such failure shall continue for fifteen (15) days after delivery by the other party of notice specifying such failure and, if such default cannot be reasonably cured within such fifteen (15) day period, such longer period as may be reasonably required to cure such default;
- 6.2 In the event default shall occur and be continuing after any applicable curative period, the non-defaulting party, in addition to all other rights it may have, shall have the following rights:
  - (a) to immediately terminate this Agreement and the Term by giving written notice of such termination to the defaulting party. The City shall immediately deliver possession of the Property to MECL and MECL may re-enter and take possession thereof;
  - (b) to perform the covenant or condition required to be performed or observed by the defaulting party (the costs of doing so shall be a debt from the defaulting party to the non-defaulting party); and,
  - (c) if the City is the defaulting party, upon written notice to the City, MECL may re-enter the Property.

**7. Freedom of Information and Protection of Privacy Act**

- 7.1 MECL acknowledges that the City may be required to release certain information about them and this Agreement under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I., 1988, Cap. F-15.01 and the City of Charlottetown Access to Information and Protection of Privacy Bylaw, [Bylaw #2020-AIPP-01]. The Parties agree that, upon receiving a request for disclosure under this or any other relevant legislation, MECL will be consulted by the City prior to the release of any information.

**8. Assignment**

- 8.1 Neither party shall assign this Agreement, in whole or in part, without the written consent of the other party.
- 8.2 Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**9. Notices**

- 9.1 Any demand, notice, direction or other communication made or given hereunder (in each case, "Communication") shall be in writing and shall be sent by registered mail, courier, email or hand-delivery, addressed as follows:

(a) to MECL at:

**MARITIME ELECTRIC COMPANY, LIMITED**  
PO Box 1328, Charlottetown, PE, C1A 7N2

Attention: Vice President, Finance & CFO  
Email: francismc@maritimeelectric.com

With a Copy to:  
Attention: Manager, Production and Energy Control Operations  
Email: NicholsonKN@maritimeelectric.com

(b) to the City at:

**CITY OF CHARLOTTETOWN**  
199 Queen Street  
Charlottetown, PE, C1A 4B7

Attention: Chief Administrative Officer  
Email: cao@charlottetown.ca

- 9.2 Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or, if such day is not a Business Day, on the first Business Day thereafter. Any Communication that is mailed shall be conclusively deemed to have been given and received on the fifth Business Day following the date of mailing but if, at the time of mailing or within five Business Days thereafter, there is or occurs a labour dispute or



other event that might reasonably be expected to disrupt delivery of documents by mail, any Communication shall be delivered or transmitted by any other means provided for in this section. When used in this Agreement, "Business Day" shall mean a day other than a Saturday, Sunday or any statutory holiday in the province in which the Property is located.

**10. Miscellaneous**

- 10.1 This Agreement, including the attached Schedules, constitutes the entire agreement of the parties with respect to the matters governed by it and supersedes all prior agreements and understandings, whether written or oral, relative to the subject matter hereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise, to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 10.2 Unless the context otherwise requires, words importing the singular in number only shall include the plural and vice versa, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

Province of Prince Edward Island  
Commissioner of Deeds  
Judy Wilson

IN WITNESS WHEREOF the parties hereto have executed this Agreement.



Tracey McLean  
Commissioner of Deeds  
Province of Prince Edward Island

**MARITIME ELECTRIC COMPANY, LIMITED**

Per: 

Name: Tara Roberts

Title: Pres. & CEO

Per: 

Name: ANGUS ORFORD

Title: VP CORPORATE PLANNING & ENERGY  
I/We have the authority to bind SUPPLY  
the corporation

**CITY OF CHARLOTTETOWN**

Per: 

Name: Philip Brown

Title: Mayor

Per: 

Name: ELEANORA MOHAMMED

Title: CAO

I/We have the authority to bind  
the corporation

## **SCHEDULE "A"**

### **Legal Description**

**ALL THAT PARCEL OF LAND** situate, lying and being in the City of Charlottetown, in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** at a point as the same is shown on a plan of survey entitled "Plan of Survey Showing Parcel 2-1 being lands of Maritime Electric Company Limited to be Designated as a Portion of Water Street for City of Charlottetown, prepared by Morris Geomatics & Engineering Ltd., dated April 30, 2024 as Drawing Number 24024.300 R.01 SC2, said plan to be registered in the Queens County Registry Office, said point being a legal survey marker designated as legal survey marker No. 128, having coordinates Northing 687701.142 metres and Easting 391003.153 metres;

**THENCE** 108° 56' 56" for the distance of 92.554 metres or to legal survey marker number 32 as shown on the said Plan;

**THENCE** 249° 14' 52" for the distance of 24.899 metres or to legal survey marker number 24 as shown on the said Plan;

**THENCE** 192° 27' 13" for the distance of 10.065 metres or to legal survey marker number 23 as shown on the said Plan;

**THENCE** on the arc of a curve having a radius of 261.595 metres for an arc distance of 6.655 metres or to legal survey marker number 9665 as shown on the said Plan;

**THENCE** on the arc of a curve having a radius of 357.500 metres for an arc distance of 60.184 metres or to legal survey marker number 130 as shown on the said Plan;

**THENCE** on the arc of a curve having a radius of 113.250 metres for an arc distance of 68.646 metres or to legal survey marker number 129 as shown on the said Plan;

**THENCE** 341° 36' 27" for the distance of 21.179 metres or to legal survey marker number 128, being the point at the place of commencement.

**BEING AND INTENDED TO BE** Parcel 24-1 as shown on the said Plan and containing an area of 3,111 sq. metres (0.77 acres), a little more or less.

**SCHEDULE "B"**

**Environment letter**

Attached.



Environment,  
Energy and  
Climate Action

Environnement,  
Énergie et  
Action climatique



PO Box 2000, Charlottetown  
Prince Edward Island  
Canada C1A 7N8

C.P. 2000, Charlottetown  
Île-du-Prince-Édouard  
Canada C1A 7N8

March 22, 2024

Our File: 4925-20-338921

Kent Nicholson  
Manager, Production and Energy Control Operations  
Maritime Electric  
50 Cumberland Street  
Charlottetown, PE  
C1A 5B9

CC: Scott Adams  
Manager of Public Works  
City of Charlottetown  
199 Queen Street  
Charlottetown, PE  
C1A 7K2

**RE: Impact Soil Removal PID 338921**

Dear Mr. Nicholson,

In 2004, the Department of Environment and Energy granted Maritime Electric Company, Ltd. approval to proceed with Phase I of their proposed undertaking on PID 338921. In the *Response to Questions and Issues Raised by the Technical Working Group on the Initial Environmental Impact Assessment for the Combustion Turbine Unit 3 Project at MECL Thermal Generating Station* Maritime Electric noted that:

Planned construction activities will not require soil to be removed from the site and it is likely that fill will be required for the expansion of the fuel storage tank dyke, therefore, contaminated soils are not likely to be an issue. Should this change and the removal of contaminated soils from the site be required, these soils would be treated and disposed of in a manner acceptable and permitted by the PEI Department of the Energy and Environment.

The Environmental Protection Act's Contaminated Sites Registry Regulations came into effect on November 27, 2006. Pursuant to Subsection 21.1 of the *Environmental Protection Act*:

After an area of the environment has been designated as a contaminated site, the registered owner, or any occupier, of the contaminated site shall not alter the contaminated site unless the registered owner, or occupier, of the contaminated site, as the case may be, first obtains the written authorization of the Minister to do so.





Environment,  
Energy and  
Climate Action

Environnement,  
Énergie et  
Action climatique



PO Box 2000, Charlottetown  
Prince Edward Island  
Canada C1A 7N8

C.P. 2000, Charlottetown  
Île-du-Prince-Édouard  
Canada C1A 7N8

The City of Charlottetown is proposing a road realignment through a triangular portion of PID 338921, which contains contaminated soil. The material excavated during this phase of the project will remain on the designated site. The Department of Environment, Energy and Climate Action (herein “the Department”) is hereby approving this plan for temporary stockpiling on site. Upon completion of this portion of the project the Department is requiring confirmation that an updated Risk Management Plan is in place to manage the contaminated soil on site.

The Department will allow for the contaminated material to be removed from the site, so long as a written proposal is submitted and subsequently approved by, the Department. The preceding is set out in accordance with the disposal of impacted soils in Prince Edward Island and in accordance with *clause 3(1)(c) of the Environmental Protection Act*.

Upon completion of the land transaction between Maritime Electric and the City of Charlottetown, the Department is requesting the City of Charlottetown provide written confirmation of the new Parcel Identification Number for the subdivided portion of PID 338921.

If you have any questions or concerns regarding this letter, please contact myself at (902)368-5059 or through email at [hjenkins@gov.pe.ca](mailto:hjenkins@gov.pe.ca).

Sincerely,

Hannah Jenkins, E.I.T

(Acting) Manager

Environmental Land Management



## **Appendix B**

# **Land Transfer Agreement**



## APPENDIX "B"

THIS AGREEMENT (this "Agreement") is made this 17th day of June, 2025

BETWEEN: MARITIME ELECTRIC COMPANY, LIMITED

(Hereinafter referred to as "MECL")

OF THE FIRST PART

AND: CITY OF CHARLOTTETOWN

(Hereinafter referred to as the "City")

OF THE SECOND PART

AND:

CHARLOTTETOWN WATER AND SEWER CORPORATION

(Hereinafter referred to as "CWSC")

OF THE THIRD PART

IN CONSIDERATION of the premises and the mutual promises contained in this Agreement, MECL, the City and CWSC (each a "Party" and collectively the "Parties") agree as follows:

1. On the Closing Date, and in exchange for the Richmond Street Property and the Dorchester Street Property (as defined below), MECL hereby agrees to transfer to the City, and the City hereby agrees to acquire from MECL, those lands and premises, situate, lying and being in the City of Charlottetown, Province of Prince Edward Island and being part of provincial parcel number 338921, as identified on the survey attached as Schedule "A", and as more particularly described in Schedule "B" (the "MECL Property").
2. On the Closing Date, and in exchange for the transfer of the MECL Property, the City hereby agrees to transfer (and to cause CWSC to transfer) to MECL, and MECL hereby agrees to acquire from the City and CWSC:
  - a. certain lands and premises, situate, lying and being in the City of Charlottetown, Province of Prince Edward Island, and comprising part of Richmond Street, as identified on the survey plan attached as Schedule "C" and as more particularly described in Schedule "D" (the "Richmond Street Property"), and
  - b. certain lands and premises, situate, lying and being at 278 Dorchester Street, Charlottetown, Prince Edward Island, being provincial parcel number 336545, as shown on the survey plan attached as Schedule "E" and as more particularly described in Schedule "F" (the "Dorchester Street Property", together with the Richmond Street Property and MECL Property, collectively referred to as the "Properties" and each a

**"Property").**

3. The Parties acknowledge they have agreed to the following fair market values for the Properties for all purposes (including, without limitation, for financial reporting, tax filing and land transfer tax purposes):
  - a. as to the MECL Property, a value of One Million Three Hundred and Thirty Nine Thousand Four Hundred Sixty One Dollars (\$1,339,461.00), plus applicable Harmonized Sales Tax ("**HST**");
  - b. as to the Richmond Street Property, a value of Two Hundred and Seventy Seven Thousand Dollars (\$277,000.00), plus applicable HST; and
  - c. as to the Dorchester Street Property, a value of Sixty-Nine Thousand Six Hundred Ninety Six Dollars (\$69,696.00), plus applicable HST.
4. The sale shall be completed on July 7, 2025, or such other date as mutually agreed upon between the Parties (the "**Closing Date**"), on which date vacant possession of each Property shall be given by the Party transferring each such Property (the "**Transferor**") to the Party acquiring each such Property (the "**Transferee**").
5. Each Transferee shall be responsible for any land transfer tax imposed pursuant to the *Real Property Transfer Tax Act* (PEI) on the registration of the deed to the applicable Property they are acquiring.
6. MECL and the City each covenant, undertake and agree to report and/or remit any HST payable with respect to the transfer of Property it is acquiring as required by the *Excise Tax Act* (Canada), as amended, and will indemnify and save harmless the other Parties in respect of any obligation to report or remit such HST, in relation to the transactions contemplated herein, as required by the *Excise Tax Act* (Canada), as amended.
7. The Transferee shall not be required to furnish any abstract of title, deeds, copies of deeds, or evidence of title not in the Transferee's possession or control. The conveyance of the MECL Property and the Dorchester Street Property shall be by good and sufficient deed of conveyance with the usual statutory covenants on Prince Edward Island form, drawn at the expense of the Transferee. The conveyance of the Richmond Street Property shall be by Quit Claim Deed with the usual statutory covenants on Prince Edward Island form, drawn at the expense of the Transferee. The Transferor shall ensure at the time of closing that the provisions of the *Family Law Act* of Prince Edward Island have been satisfied.
8. Each Transferee shall be allowed until the Closing Date to examine the title to each Property which such Transferee is acquiring, and if within that time any valid objection to the title is made in writing which the Transferor shall be unable or unwilling to remove on or before the Closing Date, and which the Transferee shall not waive, this Agreement shall be null and void, notwithstanding any intermediate acts or negotiations in respect of such objection. Save as

to any valid objection so made within such time, each Transferee shall be conclusively deemed to have accepted the Transferor's title to the applicable Property they are acquiring.

9. This Agreement is subject to the following conditions:
  - a. MECL obtaining subdivision approval on or before the Closing Date;
  - b. The City obtaining subdivision approval on or before the Closing Date;
  - c. The City and CWSC having complied with the requirements prescribed by section 143 of the *Municipal Government Act*, RSPEI 1988, c M-12.1, on or before the Closing Date with respect to the Richmond Street Property and Dorchester Street Property;
  - d. The City obtaining all necessary approvals from the Department of Environment, Energy and Climate Action as contemplated in a letter from the Department to Kent Nicholson and Scott Adams, dated March 22, 2024, attached hereto as Schedule "G".
10. It is agreed that the License Agreement dated August 19, 2024 between MECL and the City with respect to the MECL Property (the "**License Agreement**"), attached hereto as Schedule "H", shall terminate and be of no further force or effect as of the closing of the transactions contemplated by this Agreement, other than:
  - a. any obligations owing by the City that are not performed up to the time of closing pursuant to the License Agreement or any provisions therein that expressly survive such termination; and
  - b. Article 5 of the License Agreement which shall survive such termination.
11. In this Agreement:
  - a. "**Claims**" means any claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, orders, judgments, costs, expenses, fines, disbursements, reasonable legal fees on a substantial indemnity basis, interest, demands and actions of any nature or any kind whatsoever.
  - b. "**Environmental Law**" means any federal, provincial or municipal laws, statutes, ordinances, codes, regulations, rules, orders, or decrees regulating, relating to or imposing liability or standards of conduct concerning any environmental matters including, but not limited to, matters related to air pollution, water pollution, noise control, or hazardous material, including but not limited to the *Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Environmental Protection Act* (Prince Edward Island), and any similar, replacement or supplemental acts and all regulations, orders or decrees, now or hereafter made pursuant to any of the foregoing.
  - c. "**Existing Environmental Condition**" means the environmental condition of any Property

up to and including the Closing Date.

- d. **"Governmental Authority"** means any federal, provincial, municipal, regional, territorial, aboriginal, or other government, government or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- e. **"Hazardous Substances"** means any hazardous, toxic or dangerous waste, contaminant, substance or material defined as such in (or for the purposes of) any Environmental Law, as now or at any time hereafter in effect, including, without limitation, asbestos, radioactive materials, explosives, urea formaldehyde foam insulation, polychlorinated biphenyls and petroleum products.

The City hereby agrees to indemnify and save MECL and its directors, officers, employees, shareholders, parent company, professional advisors, subsidiaries, affiliates, successors and assigns (collectively, the **"Indemnified Parties"**) harmless from the full amount of any Claims which the Indemnified Parties may suffer or incur arising from or relating to the Existing Environmental Condition of any Property.

The City hereby releases and forever discharges the Indemnified Parties from all Claims of any kind that the City may make, suffer, sustain or incur arising from or relating to the Existing Environmental Condition of any Property.

The City further agrees that it will not, directly or indirectly, attempt to compel the Indemnified Parties to clean up, or remove, or pay for the clean-up or removal of any Hazardous Substances, remediate any condition or matter in, on, under or in the vicinity of any Property or to pay or be responsible for any damages in connection with or on the basis of the existence or presence of any Hazardous Substances in, on or under any Property.

- 12. Each Transferor hereby makes the following representations and warranties, each of which is true and correct on the date hereof and each Transferor covenants that each shall be true and correct as of the closing date, and which each Transferor acknowledges that each Transferee is relying upon in entering into and performing its obligations under this Agreement:
  - a. the Transferor is now and on the Closing Date will have full power, authority and capacity to execute this Agreement and to carry out the transactions contemplated herein;
  - b. the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement will have been, by the Closing Date, duly authorized by all necessary action on the part of the Transferor and no other consents are required;

and

- c. the Transferor is not a non-resident of Canada with the meaning of the *Income Tax Act* (Canada).
13. Each Transferor hereby covenants and agrees to indemnify and hold harmless each Transferee for any Claims suffered by or incurred by any Transferee for any inaccuracy or untruthfulness of the representations and warranties provided by such Transferor pursuant to Section 12.
14. MECL acknowledges that the City and/or CWSC may be required to release certain information about them and this Agreement under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I., 1988, Cap. F-15.01 and the City of Charlottetown Access to Information and Protection of Privacy Bylaw, [Bylaw #2020-AIPP-01]. The Parties agree that, upon receiving a request for disclosure under this or any other relevant legislation, MECL will be consulted by the City/CWSC prior to the release of any information.
15. The Parties acknowledge and agree that each Property is being transferred and assumed by each Transferee on an "as is, where is" basis, as of the Closing Date, without any express or implied collateral agreement, representation or warranty of any kind whatsoever as to title, condition, area, suitability, physical characteristics, financial condition, fitness for a particular purpose, the use to which each such Property may be put, zoning, the nature and scope of any servicing, the existence of latent defects, any environmental matter, or as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with each such Property, or any outstanding requirements which have been or may in the future be issued by any Governmental Authority, in each case, without any collateral agreement, representation or warranty of any kind either express or implied (whether at law or otherwise) on the part of the Transferor, or any other matter whatsoever respecting each such Property, except for any covenants, representations and warranties expressly set out herein.
16. All taxes, local improvement, water, assessment rates, and fuel, as applicable, shall be adjusted as of the Closing Date.
17. Any tender of documents or money may be made upon the Solicitor for any Party, and any money may be tendered by solicitor's trust cheque or banker's cheque.
18. No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Parties.
19. Time shall in all respects be of the essence hereof.
20. This Agreement may be executed in any number of counterparts, electronically or by facsimile, each of which when so executed, shall be deemed to be an original and such counterparts or



facsimiles, together shall constitute but one and the same instrument and that be sufficiently evidenced by any such original counterparts.

21. Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa and words importing persons shall include firms and corporations and vice versa.
22. This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
23. This Agreement shall be governed in every respect by the laws of the Province of Prince Edward Island.
24. Sections 3, 5, 6, 15, 10, 11, 12, 13, 14, and 18 to 25, inclusive, shall survive the closing of the transactions contemplated by this Agreement.
25. Each of the Parties shall execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement.

*[remainder of page left blank – signature page follows]*

Witness

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Name: ENCIONE A. RIVERA  
Title: V.P. Sustainability + Customer Operations  
I/We have authority to bind the corporation

Witness



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Witness

CHARLOTTETOWN WATER AND SEWER  
CORPORATION

  
\_\_\_\_\_  
) Mayor  
)  
)  
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) CAO

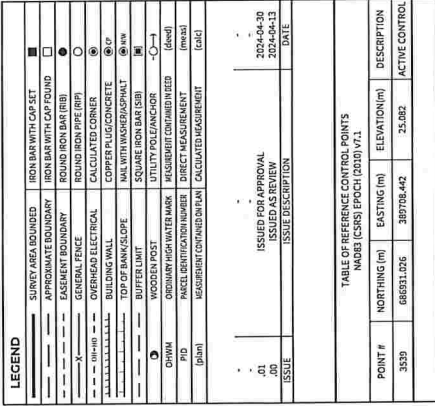
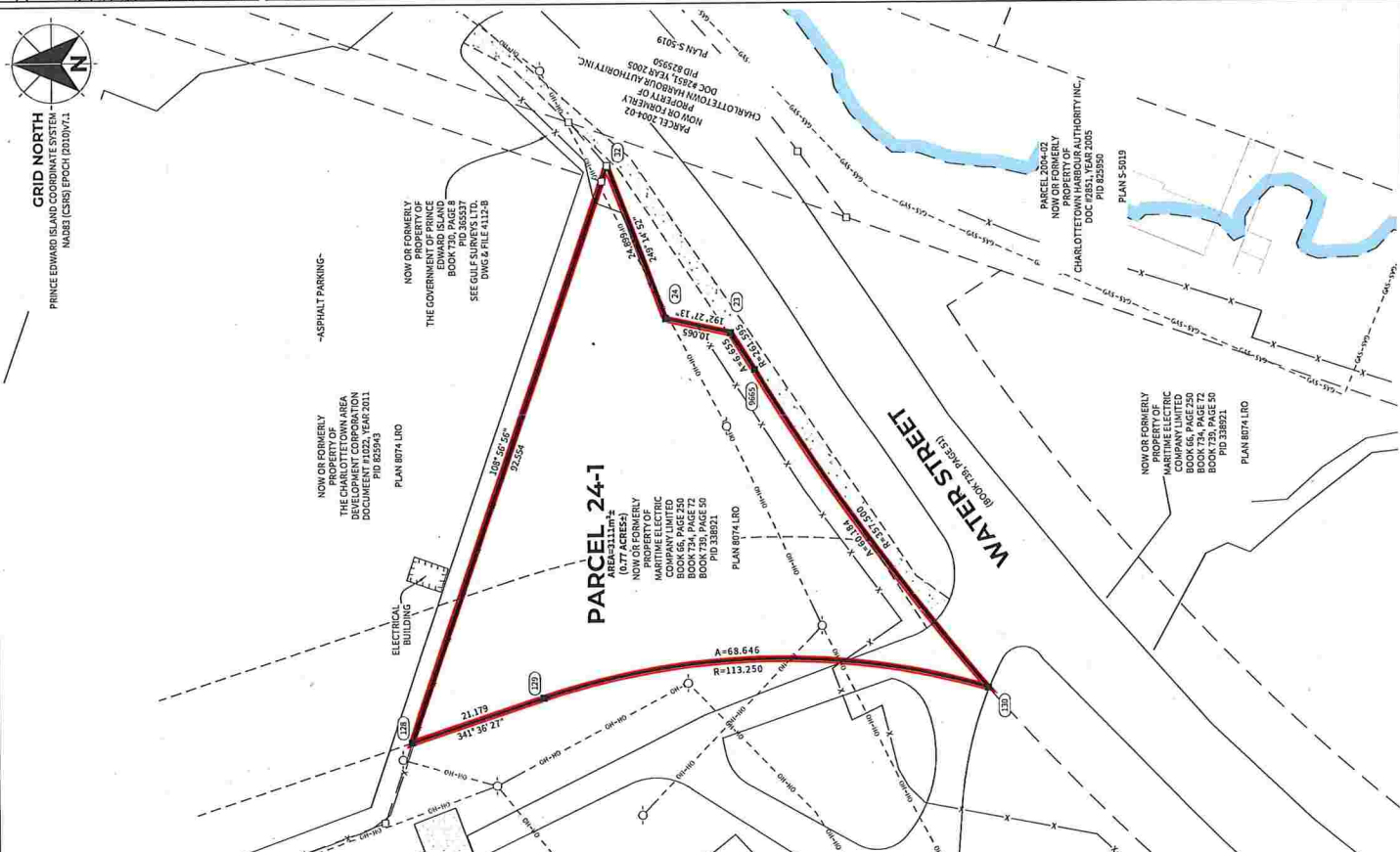
City's lawyer: Katie Morello, Cox & Palmer

**Schedule "A"**  
**Survey – p/o PID 388921**

1. DOCUMENTS REFERENCED ON THIS PLAN ARE RECORDED IN THE PRINCE EDWARD ISLAND GEOLGIC PLAN SERVICE AND/OR THE LAND REGISTRY OFFICE OF THE APPROPRIATE COUNTY UNLESS OTHERWISE NOTED.
2. GRID NORTH ORIENTATION REFERENCED TO PRINCE EDWARD ISLAND COORDINATE SYSTEM THROUGH THE REAL KINEMATIC RTK AND/OR STATIC GRS OBSERVATIONS THROUGH THE PRINCE EDWARD ISLAND ACTIVE CONTROL NETWORK SURVEY (NORTH AMERICA).
3. COORDINATE VALUES SHOWN ON THIS PLAN ARE REFERENCED TO THE PRINCE EDWARD ISLAND DOUBLE STEREOGRAPHIC PROJECTION BASED ON THE NAD83 (CSRS) EPOCH 23010 V1.1 REALIZATION, THROUGH THE REAL KINEMATIC RTK AND/OR STATIC GRS OBSERVATIONS TO THE RTCS SURVEY IDENTIFIED IN THE COORDINATE LIST.
4. LINEAR MEASUREMENTS DEPICTED ON THIS PLAN ARE GRID MEASUREMENTS IN METERS AND DECIMAL THEREOF.
5. ALL CAPTURED ROAD BARS SET AS PART OF THE SURVEY ARE MARKED WITH THE SURVEYORS REGISTRATION NUMBER (N93) AND THE TORN (2023).
6. IF THIS PLAN IS IN PAPER FORMAT, IT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL BASED SEAL OF THE PRINCE EDWARD ISLAND SURVEYOR.
7. IF THIS PLAN IS IN AN ELECTRONIC FORMAT, IT IS ONLY VALID IF IT CONTAINS THE CERTIFIED ELECTRONIC SIGNATURE OF THE PRINCE EDWARD ISLAND SURVEYOR.
8. AN IDENTIFICATION OF UNDERGROUND INFRASTRUCTURE (ELECTRICAL, AND COMMUNICATIONS) HAS NOT BEEN CARRIED OUT AS PART OF THE SURVEY, WHERE APPROPRIATE AND IS TO BE CONFIRMED ON SITE. UNDERGROUND INFRASTRUCTURE INFORMATION MAY EXIST WITHIN THE LIMITS OF THE SURVEY AREA BOUNDED.

**SUBNOTES NOTED:**

1. LOTS AND PARCELS SITUATED WITH BOLD LETTERING ORIGINATE ON THIS PLAN.
2. PARCELS 3 AND 4 OF ANOTHER ELECTRIC COMPANY LIMITED TO BE DESIGNATED AS "ELECTRIC COMPANY LIMITED" ARE LOCATED ON THE WEST SIDE OF THE STREET.



PLAN OF SURVEY SHOWING  
PARCEL 2-1  
BEING LANDS OF  
MARITIME ELECTRIC  
COMPANY LIMITED  
TO BE DESIGNATED AS A PORTION OF  
WATER STREET FOR  
CITY OF CHARLOTTETOWN

PID 388921  
50 CUMBERLAND STREET  
CITY OF CHARLOTTETOWN

QUEENS COUNTY  
PRINCE EDWARD ISLAND



FIELDWORK COMPLETED	DATE PLOTTED	CHECKED	DRAWING NUMBER
2024-04-30	2024-04-30	RH DM	24024.300 R.01 SC2

**Schedule "B"**  
**Legal Description – p/o PID 338921**

**ALL THAT PARCEL OF LAND** situate, lying and being in the City of Charlottetown, in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** at a point as the same is shown on a plan of survey entitled "Plan of Survey Showing Parcel 2-1 being lands of Maritime Electric Company Limited to be Designated as a Portion of Water Street for City of Charlottetown, prepared by Morris Geomatics & Engineering Ltd., dated April 30, 2024 as Drawing Number 24024.300 R.01 SC2, said plan to be registered in the Queens County Registry Office, said point being a legal survey marker designated as legal survey marker No. 128, having coordinates Northing 687701.142 metres and Easting 391003.153 metres;

**THENCE** 108° 56' 56" for the distance of 92.554 metres or to legal survey marker number 32 as shown on the said Plan;

**THENCE** 249° 14' 52" for the distance of 24.899 metres or to legal survey marker number 24 as shown on the said Plan;

**THENCE** 192° 27' 13" for the distance of 10.065 metres or to legal survey marker number 23 as shown on the said Plan;

**THENCE** on the arc of a curve having a radius of 261.595 metres for an arc distance of 6.655 metres or to legal survey marker number 9665 as shown on the said Plan;

**THENCE** on the arc of a curve having a radius of 357.500 metres for an arc distance of 60.184 metres or to legal survey marker number 130 as shown on the said Plan;

**THENCE** on the arc of a curve having a radius of 113.250 metres for an arc distance of 68.646 metres or to legal survey marker number 129 as shown on the said Plan;

**THENCE** 341° 36' 27" for the distance of 21.179 metres or to legal survey marker number 128, being the point at the place of commencement.

**BEING AND INTENDED TO BE** Parcel 24-1 as shown on the said Plan and containing an area of 3,111 sq. metres (0.77 acres), a little more or less.

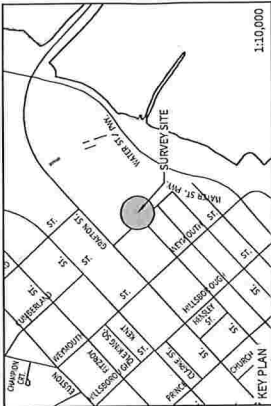
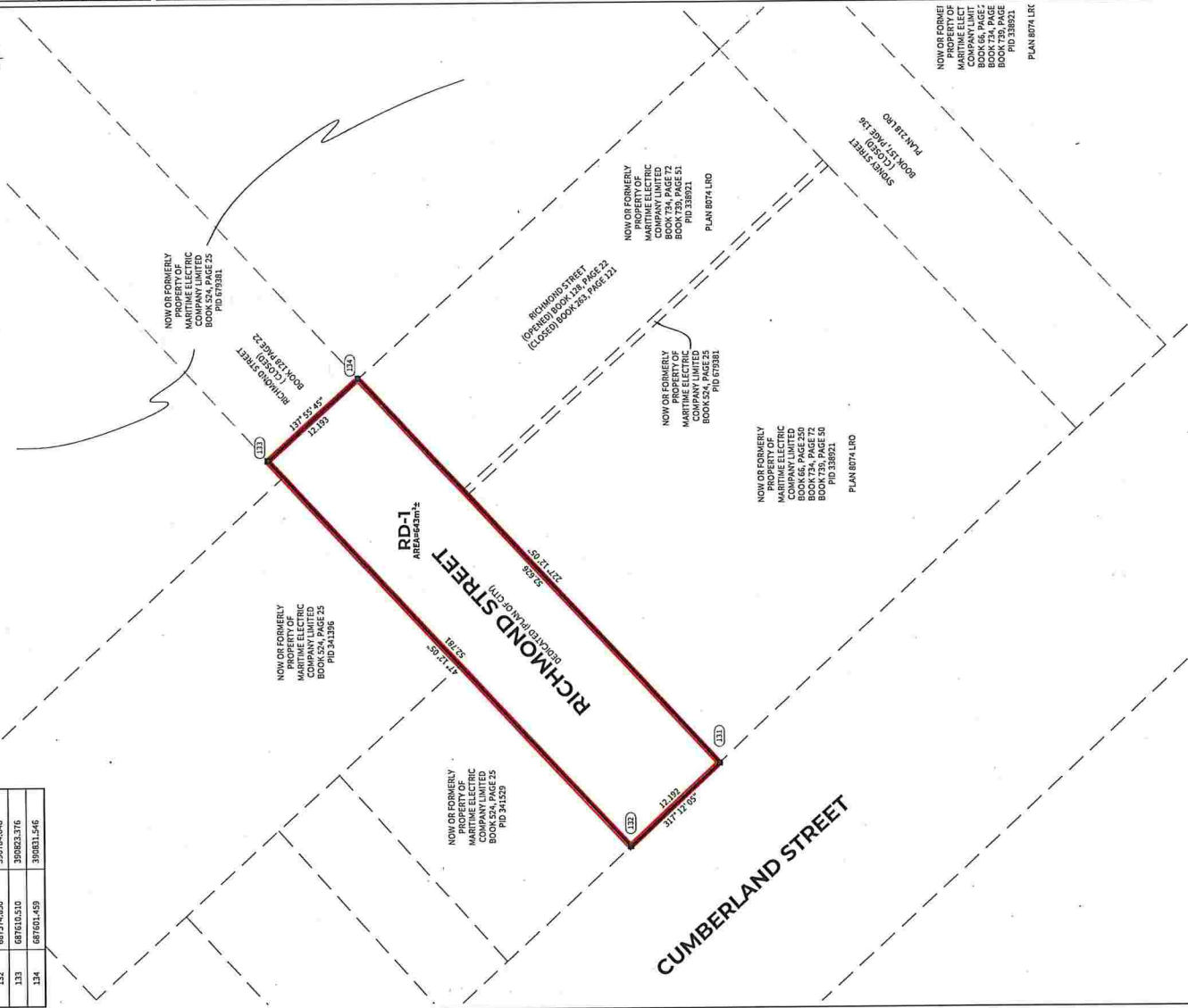


1. DOCUMENTS REFERENCED ON THIS PLAN ARE RECORDED IN THE PRINCE EDWARD ISLAND GEOLING PLUS SERVICE AND/OR THE LAND REGISTRY OFFICE FOR THE APPROPRIATE COUNTY UNLESS OTHERWISE NOTED.

2. GRID NORTH ORIENTATION REFERENCED TO PRINCE EDWARD ISLAND COORDINATES SYSTEM THROUGH REAL, THE KINEMATIC RTK AND/OR STATIC OBSERVATIONS REFERENCED TO THE PRINCE EDWARD ISLAND ACTIVE CONTROL NETWORK (SMARTEK NORTH AMERICA).
3. COORDINATE VALUES SHOWN ON THIS PLAN ARE GRID MEASUREMENTS IN METRES AND DECIMALS THEREOF.
4. ALL CAPCED RIBBONS SET AS PART OF THE SURVEY ARE MARKED WITH THE SURVEYORS REGISTRATION NUMBER (103) AND THE YEAR (2023).
5. IF THIS PLAN IS IN PAPER FORMAT, IT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL BASED SEAL OF THE PRINCE EDWARD ISLAND SURVEYOR.
6. IF THIS PLAN IS IN ELECTRONIC FORMAT, IT IS ONLY VALID IF IT CONTAINS THE CERTIFIED ELECTRONIC SIGNATURE OF THE PRINCE EDWARD ISLAND SURVEYOR.
7. AN INVESTIGATION OF UNDERGROUND INFRASTRUCTURE (ELECTRICAL, AND COMMUNICATIONS) HAS NOT BEEN CARRIED OUT AS PART OF THE SURVEY, WHERE UNDERGROUND INFRASTRUCTURE IS DEPICTED ON THIS PLAN, IT IS TO BE CONSIDERED AS INFORMATION ONLY AND NOT TO BE USED FOR ANY PURPOSES. UNCONSTRUCTED LINES MAY EXIST WITHIN THE LIMITS OF THE SURVEY AREA SHOWN.

1. LOTS AND PARCELS DESIGNATED WITH BOLD LETTERING ORIGINATE ON THIS PLAN.
2. RD-1 (RICHMOND STREET TO BE CLOSED AND ADDED TO PID 388921, LANDS OF MARITIME ELECTRIC COMPANY LIMITED

POINT #	NORTHING (m)	EASTING (m)
131	687565.704	390792.932
132	687574.650	390784.648
133	687610.510	390823.376
134	687601.459	390831.546

[illegible]

ISSUE	ISSUE DESCRIPTION	DATE
.01	ISSUED FOR APPROVAL	2024-04-30
.00	ISSUED AS REVIEW	2024-04-13

\_\_\_\_\_

POINT #	NORTHING (m)	EASTING (m)	ELEVATION(m)	DESCRIPTION
3530	660931.026	309708.442	25.082	ACTIVE CONTROL



MORRIS GEOMATICS & ENGINEERING LTD.  
P.O. BOX 21016 | CHARLOTTETOWN  
PE | CANADA | C1A 0H6

tél: (902) 370-5078  
email: info@morrisgeomatics.ca

**PLAN OF SURVEY SHOWING  
A PORTION OF RICHMOND STREET  
DESIGNATED TO BE CLOSED  
RD-1  
AND ADDED TO LANDS OF  
MARITIME ELECTRIC  
COMPANY LIMITED**

PID 388921  
50 CUMBERLAND STREET  
CITY OF CHARLOTTETOWN  
QUEENS COUNTY  
PRINCE EDWARD ISLAND



**CERTIFICATION:**

I, DAVID R.J. MORRIS, PRINCE EDWARD ISLAND LAND SURVEYOR DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAN WAS CONDUCTED UNDER MY SUPERVISION AND THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY

THIS SURVEY IS IN ELECTRONIC FORMAT AND IS ONLY VALID IF IT CONTAINS A CERTIFIED ELECTRONIC SIGNATURE OF THE PRINCE EDWARD ISLAND LAND SURVEY.

FIELDWORK COMPLETED	DATE PLOTTED	CHECKED	DRAWING NUMBER
2024-04-30	2024-04-30	RH DM	24024.300 R.01 SCI

**Schedule "C"**  
**Survey – p/o Richmond Street**



**Schedule "D"**  
**Legal Description – p/o Richmond Street**

**ALL THAT PARCEL OF LAND** situate, lying and being in the City of Charlottetown, in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** at a point as the same is shown on a plan of survey entitled "Plan of Survey Showing a Portion of Richmond Street Designated to be closed RD-1 and Granted to the Maritime Electric Company Limited, prepared by Morris Geomatics & Engineering Ltd., dated April 30, 2024 as Drawing Number 24024.300 R.00 SC1, said plan to be registered in the Queens Country Registry Office, said point being a legal survey marker designated as legal survey marker No. 131, having coordinates Northing 678565.704 metres and Easting 390792.932 metres;

**THENCE** 317° 12' 05" for the distance of 12.192 metres or to legal survey marker number 132 as shown on the said Plan;

**THENCE** 47° 12' 05" for the distance of 52.781 metres or to legal survey marker number 133 as shown on the said Plan'

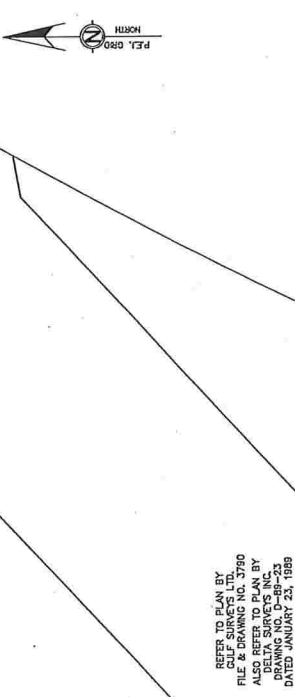
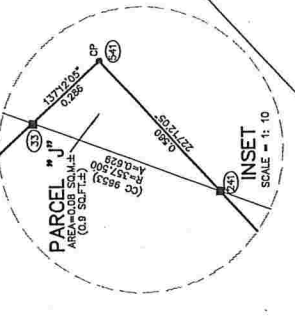
**THENCE** 137° 55' 45" for the distance of 12.193 metres or to legal survey marker number 134 as shown on the said Plan;

**THENCE** 227° 12' 05" for the distance of 52.626 metres or to legal survey marker number 131, being the point at the place of commencement.

**BEING AND INTENDED TO BE** RD-1 as shown on the said Plan and containing an area of 643 sq. metres, a little more or less.

**Schedule "E"**  
**Survey - PID 336545**

COORDINATE TABLE			
NAD83(CSRS) 2010, VELOCITY MODEL V6.0.0			
EXPRESSED IN METRES			
STA. No.	EASTING	NORTHING	
1	39093.655	687255.350	
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98	39093.655	687255.350	
99	39093.655	687255.350	
100	39093.655	687255.350	



REFER TO PLAN BY  
GULF SURVEYS LTD.  
FILE & DRAWING NO. 3790  
ALSO REFER TO PLAN BY  
DELTA SURVEYS INC.  
DRAWING NO. D-85-23  
DATED JANUARY 23, 1989

NOW OR FORMERLY  
PROPERTY OF  
MARITIME ELECTRIC  
COMPANY LTD.  
BOOK 734, PAGE 72  
PARCEL NO. 336921

BOUNDARY OF C.N. RAIL LANDS  
AS SHOWN ON PLAN DATED JANUARY 8, 1989  
(GREY DASHED LINE)

NOW OR FORMERLY  
PROPERTY OF  
COMMISSIONERS OF  
WATER SUPPLY FOR THE  
CITY OF CHARLOTTETOWN  
PARCEL NO. 336545  
AREA=557 SQ.M.  
(0.04 ACRES)

REFER TO PLAN OF  
COMMISSIONERS OF  
WATER SUPPLY FOR THE  
CITY OF CHARLOTTETOWN  
DATED DECEMBER 1, 1988  
DRAWING NO. S-79-30P  
DATED NOVEMBER 14, 1979  
(INCLUDING PARCEL 17)

NOW OR FORMERLY  
PROPERTY OF  
COMMISSIONERS OF  
WATER SUPPLY FOR THE  
CITY OF CHARLOTTETOWN  
PARCEL NO. 336545  
AREA=167 SQ.M.  
(0.04 ACRES)

NOW OR FORMERLY  
PROPERTY OF  
MARITIME ELECTRIC  
COMPANY LTD.  
BOOK 734, PAGE 72  
PARCEL NO. 336921

PROPERTY OF OCCUPIED  
LANDS (COVERED BY WATER)  
(CITY ACT SECTION 365)

PROPERTY OF CHARLOTTETOWN  
MARITIME ELECTRIC  
COMPANY LTD.  
BOOK 734, PAGE 72  
PARCEL NO. 336921

PARCEL NO. 841210

NOTE:  
I, WAYNE L. TREMBLAY, PRINCE EDWARD ISLAND SURVEYOR,  
DO HEREBY CERTIFY THAT THIS SURVEY WAS EXECUTED UNDER  
MY DIRECTION AND SUPERVISION AND THAT THIS PLAN IS A  
TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

NOTE:  
COORDINATE ESTABLISHMENT SYSTEM IS BASED ON  
NAD83(CSRS) EPOCH 2010, VELOCITY MODEL 6.0.0. PG DOUBLE  
STEREOGRAPHIC PROJECTION. COORDINATES AND BEARINGS ARE  
BASED ON THE LATEST AVAILABLE DATA FROM THE  
LEICA GEOSYSTEMS SURVEINER NETWORK.

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF, UNLESS  
OTHERWISE NOTED.

TO CONVERT METRES TO FEET, DIVIDE BY 0.3048 EXACTLY.

KEY PLAN : NOT TO SCALE

- LEGEND:
- LEGAL SURVEY MARKER PLACED
  - LEGAL SURVEY MARKER FOUND
  - CP CALCULATED POINT
  - PP POWER POLE
  - POST
  - CB CATCHBASIN
  - MANHOLE
  - FI FIRE HYDRANT
  - WV WATER SHUT OFF VALVE
  - GW GUY WIRE
  - LP LIGHT POLE

NOTE:  
PROPERTY EXPROPRIATED BY COMMISSIONERS OF  
SEWERS AND WATER SUPPLY FOR THE CITY OF  
CHARLOTTETOWN AND AS SHOWN ON PLAN  
DATED DECEMBER 1, 1988  
DRAWING NO. S-79-30P  
DATED NOVEMBER 14, 1979  
OF PARCEL NO. 336921 ON PROVINCIAL ZONING MAP  
DATED JANUARY 23, 1989  
THE ENTIRE SHADDED PARCEL SHOULD BE PARCEL NO. 336545.

NOTE:  
PARCEL 17 AS SHOWN ON GULF SURVEYS LTD. FILE &  
DRAWING NO. 3790  
PARCEL NO. 336545 TO BE USED AS PART OF WATER STREET  
CORRIDOR. NO DEED OF CONVEYANCE REGISTERED INDICATING  
PARCEL AS PUBLIC RIGHT OF WAY.

REFER TO PLAN BY DELTA SURVEYS INC. DRAWING NO. S-71-16B.

REV. No.	REVISIONS	CHKD
<b>MANTHA LAND SURVEYS INC.</b> 13C MYRTLE STREET STRATFORD, P.E.I. C1B 1P4 Phone 902-566-4684		
<b>PLAN SHOWING</b> <b>PROPERTY OF</b> <b>COMMISSIONERS OF SEWER &amp; WATER SUPPLY</b> <b>FOR THE CITY OF CHARLOTTETOWN</b> (PARCEL NO. 336545)		
LOCATION CHARLOTTETOWN QUEEN'S CO., P.E.I.		
SCALE	1:250 (MHP)	DATE APRIL 25, 2024
FILE	25-14-13	DWG. No. M-25-80
		CHECKED: J.J.M.

**Schedule "F"**  
**Legal Description – PID 336545**

**PID 336545**

**ALL THAT TRACT, PIECE OR PARCEL** of land situate, lying and being in the City of Charlottetown, Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** at a legal survey marker placed in the northeastern boundary of a public road now or formerly known as Cumberland Street, said legal survey marker having co-ordinates N-687476.279 metres, E-390875.732 metres and being designated as number 208 as the same is shown on a "Plan Showing Property of Commissioners of Sewer & Water Supply for the City of Charlottetown", as prepared by Mantha Land Surveys Inc., on April 29, 2024, as drawing number M-25-80;

**THENCE** on an azimuth of 47° 12' 05" for the distance of 9.144 metres or to a calculated point designated as number 207 on the said plan;

**THENCE** on an azimuth of 137° 12' 05" for the distance of 18.288 metres or to a calculated point designated as number 210 on the said plan;

**THENCE** on an azimuth of 227° 12' 05" for the distance of 9.144 metres or to a calculated point designated as number 544 on the said plan;

**THENCE** on an azimuth of 317° 12' 05" for the distance of 18.288 metres or to a legal survey marker placed designated as number 208 on the said plan, being the point at the place of commencement,

**BEING AND INTENDED** to be Parcel "K1" on the said plan and having an area of 0.04 acres of land, a little more or less.

**Schedule "G"**  
**Department of Environment, Energy and Climate Action Letter**



Environment,  
Energy and  
Climate Action

Environnement,  
Énergie et  
Action climatique



PO Box 2000, Charlottetown  
Prince Edward Island  
Canada C1A 7N8

C.P. 2000, Charlottetown  
Île-du-Prince-Édouard  
Canada C1A 7N8

March 22, 2024

Our File: 4925-20-338921

Kent Nicholson  
Manager, Production and Energy Control Operations  
Maritime Electric  
50 Cumberland Street  
Charlottetown, PE  
C1A 5B9

CC: Scott Adams  
Manager of Public Works  
City of Charlottetown  
199 Queen Street  
Charlottetown, PE  
C1A 7K2

**RE: Impact Soil Removal PID 338921**

Dear Mr. Nicholson,

In 2004, the Department of Environment and Energy granted Maritime Electric Company, Ltd. approval to proceed with Phase I of their proposed undertaking on PID 338921. In the *Response to Questions and Issues Raised by the Technical Working Group on the Initial Environmental Impact Assessment for the Combustion Turbine Unit 3 Project at MECL Thermal Generating Station* Maritime Electric noted that:

Planned construction activities will not require soil to be removed from the site and it is likely that fill will be required for the expansion of the fuel storage tank dyke, therefore, contaminated soils are not likely to be an issue. Should this change and the removal of contaminated soils from the site be required, these soils would be treated and disposed of in a manner acceptable and permitted by the PEI Department of the Energy and Environment.

The Environmental Protection Act's Contaminated Sites Registry Regulations came into effect on November 27, 2006. Pursuant to Subsection 21.1 of the *Environmental Protection Act*:

After an area of the environment has been designated as a contaminated site, the registered owner, or any occupier, of the contaminated site shall not alter the contaminated site unless the registered owner, or occupier, of the contaminated site, as the case may be, first obtains the written authorization of the Minister to do so.





Environment,  
Energy and  
Climate Action

Environnement,  
Énergie et  
Action climatique



PO Box 2000, Charlottetown  
Prince Edward Island  
Canada C1A 7N8

C.P. 2000, Charlottetown  
Île-du-Prince-Édouard  
Canada C1A 7N8

The City of Charlottetown is proposing a road realignment through a triangular portion of PID 338921, which contains contaminated soil. The material excavated during this phase of the project will remain on the designated site. The Department of Environment, Energy and Climate Action (herein "the Department") is hereby approving this plan for temporary stockpiling on site. Upon completion of this portion of the project the Department is requiring confirmation that an updated Risk Management Plan is in place to manage the contaminated soil on site.

The Department will allow for the contaminated material to be removed from the site, so long as a written proposal is submitted and subsequently approved by, the Department. The preceding is set out in accordance with the disposal of impacted soils in Prince Edward Island and in accordance with *clause 3(1)(c) of the Environmental Protection Act*.

Upon completion of the land transaction between Maritime Electric and the City of Charlottetown, the Department is requesting the City of Charlottetown provide written confirmation of the new Parcel Identification Number for the subdivided portion of PID 338921.

If you have any questions or concerns regarding this letter, please contact myself at (902)368-5059 or through email at [hljenkins@gov.pe.ca](mailto:hljenkins@gov.pe.ca).

Sincerely,

Hannah Jenkins, E.I.T

(Acting) Manager

Environmental Land Management

**Schedule "H"**  
**License Agreement**



## LICENSE AGREEMENT

THIS LICENCE made this 19<sup>th</sup> day of August, 2024,

BETWEEN:

**MARITIME ELECTRIC COMPANY, LIMITED**

("MECL")

AND

**CITY OF CHARLOTTETOWN**

(the "City")

### WHEREAS:

1. The City is developing the Eastern Gateway Project in Charlottetown, which involves the re-alignment of a portion of Water Street;
2. The City requires a portion of MECL's lands, as described herein, for the said Eastern Gateway Project;
3. MECL and the City have reached a preliminary agreement whereby MECL will transfer certain lands to the City being identified as part of PID 338921 more particularly described at Schedule "A" attached hereto (the "**Property**") upon a date to be fixed (the "**Closing Date**") and upon certain terms and conditions agreed to by the City and MECL;
4. The City has requested the immediate use of the Property for the purpose of the temporary re-alignment of a portion of Water Street in Charlottetown (the "**Land Use**");
5. The Property has been identified as a contaminated site pursuant to the *Contaminated Sites Registry Regulations*, PEI Reg EC656/06;
6. The City will be required to disturb soil located on the Property for the purpose of the Land Use;
7. The Department of Environment, Energy and Climate Action has approved the Land Use upon certain terms and conditions contained in a letter to Kent Nicholson, Manager, Production and Energy Control Operations, Maritime Electric from Hannah Jenkins, (Acting) Manager, Environmental Land Management, Department of Environment, Energy and Climate Action, dated March 22, 2024, a copy of which is attached hereto as Schedule "B" (the "**Environmental Land Management Letter**")
8. MECL has agreed to license the Property to the City upon the terms and conditions herein contained;

**NOW THEREFORE** this agreement (the "**Agreement**") witnesses that in consideration of the premises and the obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) MECL and the City hereby agree as follows:

**1. Grant**

- 1.1 MECL hereby grants to the City the licence (the "**Licence**") to use the Property solely for the purpose of installing, excavating, constructing and removing a temporary road, being a portion of Water Street, Charlottetown (the "**Land Use**").
- 1.2 Notwithstanding the date of execution of this Agreement, the parties agree that the License shall be for a term commencing April 1, 2024 and ending on the earliest of the Closing Date or October 31, 2024 (the "**Term**"). In connection with the Licence, the City shall be entitled to enter the Property together with its servants, agents, workers and contractors at all times for the purpose of the Land Use.
- 1.3 For the purpose of this Agreement, the Property is accepted "as is, where is" by the City.
- 1.4 MECL shall be entitled to access the Property as reasonably required in connection with its use and operation of the balance of PID 388921. In exercising this right, MECL agrees to use all reasonable commercial efforts to minimize any interruption with the City's use of the Property.
- 1.5 This Agreement may be extended upon written agreement of the parties hereto.

**2. Licence Fee**

- 2.1 The parties agree that there shall be a one-time payment of \$1.00 paid by the City to MECL for the City's use of the Property.

**3. City's Covenants**

- 3.1 The City covenants and agrees with MECL that:
  - (a) the City shall observe all of the terms, covenants and conditions of this Agreement;
  - (b) the Property may be used only for the purpose of the Land Use and for no other purpose;
  - (c) the City shall observe all terms and conditions as contained in the Environmental Land Management Letter;
  - (d) the City shall be responsible for the construction, repair, maintenance and management of the Property including, without limitation:
    - (i) all repairs and replacements to the Property as reasonably required for the Land Use; and

- (ii) all utilities required for the City's use, if any;

it being agreed that MECL has no obligations in respect of the construction, repair, maintenance and management of the Property;

- (e) the City shall comply with all laws, directions, rules and regulations of all governmental authorities having jurisdiction and all requirements of all insurance companies in connection with the exercise of its rights hereunder;
- (f) in the event this Agreement is terminated and the City has not acquired the Property, the City shall remove all improvements, and any other equipment from the Property and return the Property in the same state as it was at the beginning of the Term, subject only to reasonable wear and tear. If the City does not complete such work and remove all such items 30 days following the termination of this Licence, MECL may do so at the expense of the City; and,
- (g) the City shall not act or fail to act in any manner that causes damage to the Property.

The City's covenants herein shall survive the termination of this Agreement.

#### **4. Insurance and Indemnity**

- 4.1 The City shall maintain, or cause its third party contractor to maintain, an insurance policy, including public liability and property damage insurance coverage, in an amount not less than two million dollars (\$2,000,000) per occurrence, which shall name MECL as an additional insured. The City shall provide evidence reasonably satisfactory to MECL that such insurance coverage is in force, and the policy shall require notification to MECL in advance of any material adverse change or cancellation of such policy.
- 4.2 The City shall indemnify and save harmless MECL from all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:
  - (a) any breach, violation or non-performance by the City of the terms, covenants and obligations on the part of the City set out in this Agreement;
  - (b) any damage to the Property occasioned by the use of the Property by the City, its employees, contractors, invitees, customers and others for whom it is in law responsible; and
  - (c) any injury to or death of any person resulting from the use of the Property by the City, its employees, contractors, invitees, customers and others for whom it is in law responsible.
- 4.3 The City shall use the Property at its sole risk, and MECL shall not be liable for any loss, injury or damage caused to persons using the Property or to automobiles or their contents or any other property, the responsibility for insuring against any such loss, injury or damage being that of the City who hereby waives, on behalf of itself and its insurers, any rights of subrogation against MECL. In addition and without limitation, the City agrees that MECL, regardless of negligence or alleged negligence on the part

of MECL or any breach of this Agreement by MECL and, notwithstanding anything else herein contained, shall not be liable for and hereby releases MECL from:

- (a) any and all claims, actions, causes of action, damages, demands for damages and other liabilities for or related to:
  - (i) any bodily injury, personal injury, illness or discomfort to or death of the City or any of its employees, contractors, invitees, customers and others for whom it is in law responsible, in or about the Property; and
  - (ii) any loss or damage to all property in or about the Property owned by the City or any of its employees, contractors, invitees, customers and others for whom it is in law responsible; and,
- (b) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by MECL to perform any maintenance or other work in or about the Property.

## 5. Environmental Condition: Indemnity and Release

### 5.1 In this section:

- (a) **"Claims"** means any claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, orders, judgments, costs, expenses, fines, disbursements, legal fees on a substantial indemnity basis, interest, demands and actions of any nature or any kind whatsoever.
- (b) **"Environmental Law"** means any federal, provincial or municipal laws, statutes, ordinances, codes, regulations, rules, orders, or decrees regulating, relating to or imposing liability or standards of conduct concerning any environmental matters including, but not limited to, matters related to air pollution, water pollution, noise control, or hazardous material, including but not limited to the *Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Environmental Protection Act* (Prince Edward Island), and any similar, replacement or supplemental acts and all regulations, orders or decrees, now or hereafter made pursuant to any of the foregoing.
- (c) **"Existing Environmental Condition"** means the environmental condition of the Property up to and including the Closing Date.
- (d) **"Governmental Authority"** means any federal, provincial, municipal, regional, territorial, aboriginal, or other government, government or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

- (e) **"Hazardous Substances"** means any hazardous, toxic or dangerous waste, contaminant, substance or material defined as such in (or for the purposes of) any Environmental Law, as now or at any time hereafter in effect, including, without limitation, asbestos, radioactive materials, explosives, urea formaldehyde foam insulation, polychlorinated biphenyls and petroleum products.
- 5.2 The City hereby agrees to indemnify and save MECL and its directors, officers, employees, shareholders, parent company, professional advisors, subsidiaries, affiliates, successors and assigns (collectively, the **"Indemnified Parties"**) harmless from the full amount of any Claims which the City or the Indemnified Parties may suffer arising from or relating to the Existing Environmental Condition of the Property.
- 5.3 The City hereby releases and forever discharges the Indemnified Parties from all Claims of any kind that the City may make, suffer, sustain or incur arising from or relating to the Existing Environmental Condition of the Property.
- 5.4 The City further agrees that it will not, directly or indirectly, attempt to compel the Indemnified Parties to clean up, or remove or pay for the clean-up or removal of any Hazardous Substances, remediate any condition or matter in, on, under or in the vicinity of the Property, or to pay or be responsible for any damages in connection with or on the basis of the existence or presence of any Hazardous Substances in, on or under the Property.
- 6. **Default**
- 6.1 Any of the following occurrences or acts shall constitute an event of default by MECL or City (as applicable) under this Agreement:
  - (a) failure to perform any covenant or condition required to be performed or observed by such party hereunder, where such failure shall continue for fifteen (15) days after delivery by the other party of notice specifying such failure and, if such default cannot be reasonably cured within such fifteen (15) day period, such longer period as may be reasonably required to cure such default;
- 6.2 In the event default shall occur and be continuing after any applicable curative period, the non-defaulting party, in addition to all other rights it may have, shall have the following rights:
  - (a) to immediately terminate this Agreement and the Term by giving written notice of such termination to the defaulting party. The City shall immediately deliver possession of the Property to MECL and MECL may re-enter and take possession thereof;
  - (b) to perform the covenant or condition required to be performed or observed by the defaulting party (the costs of doing so shall be a debt from the defaulting party to the non-defaulting party); and,
  - (c) if the City is the defaulting party, upon written notice to the City, MECL may re-enter the Property.

**7. Freedom of Information and Protection of Privacy Act**

- 7.1 MECL acknowledges that the City may be required to release certain information about them and this Agreement under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I., 1988, Cap. F-15.01 and the City of Charlottetown Access to Information and Protection of Privacy Bylaw, [Bylaw #2020-AIPP-01]. The Parties agree that, upon receiving a request for disclosure under this or any other relevant legislation, MECL will be consulted by the City prior to the release of any information.

**8. Assignment**

- 8.1 Neither party shall assign this Agreement, in whole or in part, without the written consent of the other party.
- 8.2 Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**9. Notices**

- 9.1 Any demand, notice, direction or other communication made or given hereunder (in each case, "Communication") shall be in writing and shall be sent by registered mail, courier, email or hand-delivery, addressed as follows:

(a) to MECL at:

**MARITIME ELECTRIC COMPANY, LIMITED**  
PO Box 1328, Charlottetown, PE, C1A 7N2

Attention: Vice President, Finance & CFO  
Email: francismc@maritimeelectric.com

With a Copy to:  
Attention: Manager, Production and Energy Control Operations  
Email: NicholsonKN@maritimeelectric.com

(b) to the City at:

**CITY OF CHARLOTTETOWN**  
199 Queen Street  
Charlottetown, PE, C1A 4B7

Attention: Chief Administrative Officer  
Email: cao@charlottetown.ca

- 9.2 Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or, if such day is not a Business Day, on the first Business Day thereafter. Any Communication that is mailed shall be conclusively deemed to have been given and received on the fifth Business Day following the date of mailing but if, at the time of mailing or within five Business Days thereafter, there is or occurs a labour dispute or

other event that might reasonably be expected to disrupt delivery of documents by mail, any Communication shall be delivered or transmitted by any other means provided for in this section. When used in this Agreement, "Business Day" shall mean a day other than a Saturday, Sunday or any statutory holiday in the province in which the Property is located.

**10. Miscellaneous**


- 10.1 This Agreement, including the attached Schedules, constitutes the entire agreement of the parties with respect to the matters governed by it and supersedes all prior agreements and understandings, whether written or oral, relative to the subject matter hereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise, to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 10.2 Unless the context otherwise requires, words importing the singular in number only shall include the plural and vice versa, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

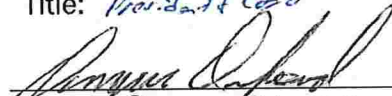
IN WITNESS WHEREOF the parties hereto have executed this Agreement.



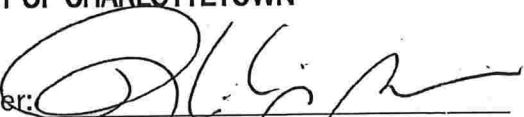
Tracey McLean  
Commissioner of Deeds  
Province of Prince Edward Island


**MARITIME ELECTRIC COMPANY, LIMITED**

Per:   
Name: John Roberts  
Title: President & CEO

Per:   
Name: ANGUS ORFORD  
Title: VP CORPORATE PLANNING & ENERGY  
I/We have the authority to bind SUPPLY  
the corporation

**CITY OF CHARLOTTETOWN**

Per:   
Name: Philip Brown  
Title: Mayor

Per:   
Name: ELEANORA McHAFFEY  
Title: CAO  
I/We have the authority to bind  
the corporation



## **SCHEDULE "A"**

### **Legal Description**

**ALL THAT PARCEL OF LAND** situate, lying and being in the City of Charlottetown, in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

**COMMENCING** at a point as the same is shown on a plan of survey entitled "Plan of Survey Showing Parcel 2-1 being lands of Maritime Electric Company Limited to be Designated as a Portion of Water Street for City of Charlottetown, prepared by Morris Geomatics & Engineering Ltd., dated April 30, 2024 as Drawing Number 24024.300 R.01 SC2, said plan to be registered in the Queens County Registry Office, said point being a legal survey marker designated as legal survey marker No. 128, having coordinates Northing 687701.142 metres and Easting 391003.153 metres;

**THENCE** 108° 56' 56" for the distance of 92.554 metres or to legal survey marker number 32 as shown on the said Plan;

**THENCE** 249° 14' 52" for the distance of 24.899 metres or to legal survey marker number 24 as shown on the said Plan'

**THENCE** 192° 27' 13" for the distance of 10.065 metres or to legal survey marker number 23 as shown on the said Plan;

**THENCE** on the arc of a curve having a radius of 261.595 metres for an arc distance of 6.655 metres or to legal survey marker number 9665 as shown on the said Plan;

**THENCE** on the arc of a curve having a radius of 357.500 metres for an arc distance of 60.184 metres or to legal survey marker number 130 as shown on the said Plan;

**THENCE** on the arc of a curve having a radius of 113.250 metres for an arc distance of 68.646 metres or to legal survey marker number 129 as shown on the said Plan;

**THENCE** 341° 36' 27" for the distance of 21.179 metres or to legal survey marker number 128, being the point at the place of commencement.

**BEING AND INTENDED TO BE** Parcel 24-1 as shown on the said Plan and containing an area of 3,111 sq. metres (0.77 acres), a little more or less.

**SCHEDULE "B"**

**Environment letter**

Attached.



Environment,  
Energy and  
Climate Action

Environnement,  
Énergie et  
Action climatique



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C.P. 2000, Charlottetown  
Île-du-Prince-Édouard  
Canada C1A 7N8

March 22, 2024

Our File: 4925-20-338921

Kent Nicholson  
Manager, Production and Energy Control Operations  
Maritime Electric  
50 Cumberland Street  
Charlottetown, PE  
C1A 5B9

CC: Scott Adams  
Manager of Public Works  
City of Charlottetown  
199 Queen Street  
Charlottetown, PE  
C1A 7K2

**RE: Impact Soil Removal PID 338921**

Dear Mr. Nicholson,

In 2004, the Department of Environment and Energy granted Maritime Electric Company, Ltd. approval to proceed with Phase I of their proposed undertaking on PID 338921. In the *Response to Questions and Issues Raised by the Technical Working Group on the Initial Environmental Impact Assessment for the Combustion Turbine Unit 3 Project at MECL Thermal Generating Station* Maritime Electric noted that:

Planned construction activities will not require soil to be removed from the site and it is likely that fill will be required for the expansion of the fuel storage tank dyke, therefore, contaminated soils are not likely to be an issue. Should this change and the removal of contaminated soils from the site be required, these soils would be treated and disposed of in a manner acceptable and permitted by the PEI Department of the Energy and Environment.

The Environmental Protection Act's Contaminated Sites Registry Regulations came into effect on November 27, 2006. Pursuant to Subsection 21.1 of the *Environmental Protection Act*:

After an area of the environment has been designated as a contaminated site, the registered owner, or any occupier, of the contaminated site shall not alter the contaminated site unless the registered owner, or occupier, of the contaminated site, as the case may be, first obtains the written authorization of the Minister to do so.



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The City of Charlottetown is proposing a road realignment through a triangular portion of PID 338921, which contains contaminated soil. The material excavated during this phase of the project will remain on the designated site. The Department of Environment, Energy and Climate Action (herein "the Department") is hereby approving this plan for temporary stockpiling on site. Upon completion of this portion of the project the Department is requiring confirmation that an updated Risk Management Plan is in place to manage the contaminated soil on site.

The Department will allow for the contaminated material to be removed from the site, so long as a written proposal is submitted and subsequently approved by, the Department. The preceding is set out in accordance with the disposal of impacted soils in Prince Edward Island and in accordance with *clause 3(1)(c) of the Environmental Protection Act*.

Upon completion of the land transaction between Maritime Electric and the City of Charlottetown, the Department is requesting the City of Charlottetown provide written confirmation of the new Parcel Identification Number for the subdivided portion of PID 338921.

If you have any questions or concerns regarding this letter, please contact myself at (902)368-5059 or through email at [hjenkins@gov.pe.ca](mailto:hjenkins@gov.pe.ca).

Sincerely,

Hannah Jenkins, E.I.T

(Acting) Manager

Environmental Land Management