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December 17, 2012

BY RESS, EMAIL AND COURIER

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street
27th Floor, Box 2329
Toronto, ON M4P 1E4

Dear Ms. Walli:

**Re: Horizon Utilities Corporation Service Area Amendment Application
EB-2012-0047**

We are counsel to Horizon Utilities Corporation ("**Horizon Utilities**").

Pursuant to Procedural Order No. 2 issued December 7, 2012, the following additional materials (described below) ("**Supplementary Materials**") complete Horizon Utilities' Service Area Amendment Application ("**SAA Application**").

Materials Common to Parts I – V

Horizon Utilities produced four maps/plans at the November 30, 2012 motions hearing before the Ontario Energy Board ("**Board**"). Each were marked as Exhibits. Two of these plans, Exhibits KM3 and KM4, were filed with Horizon Utilities' October 24, 2012 Updated SAA Application. Exhibit KM3 had a slight revision made relative to the October 24, 2012 version. Replacement copies were provided to all parties and the Board at the motion hearing.

Exhibit KM1 is a Google Satellite Map. Exhibit KM2 is the Summit Park Residential Plan depicting Phases 1 through 7 and the two commercial developments. A copy of both of these Exhibits is attached. Also attached are two Official Plan Zoning Maps for the City of Hamilton. These maps are attached and are identified as follows:

- (i) Urban Hamilton Official Plan, Rymal Road, Secondary Plan, Land Use Plan Map B.5, 2-1; and
- (ii) Urban Hamilton Official Plan, Schedule E-1, Urban Land Use Designations.

The above maps/plans are to be inserted in Horizon Utilities' Updated SAA Application dated October 24, 2012, under the "Maps" tab, together with a short written description of what each map depicts.

Supplementary Materials in respect of Parts II and III

Attached are copies of the Affidavit of Eileen Campbell, sworn November 28, 2012, and the Affidavit of Indy Butany-DeSouza, sworn December 13, 2012, evidencing the support of two customers in favour of Part II of Horizon Utilities SAA Application.

These Affidavits should be inserted under the tab "Attachments SAA Part II, October 24, 2012" in the Updated SAA Application materials binder served and filed on October 24, 2012.

It should be noted that the Affidavit of Ms. Butany-DeSouza also relates to Part III of the Horizon Utilities' SAA Application in that it confirms that Horizon Utilities has received no concerns or questions from any customer that would be the subject of either Parts II or III of the SAA Application.

We enclose an updated Cover Page and Table of Contents for Part II of Horizon Utilities' SAA Application.

Supplementary Materials in respect of Part IV

Attached are updated pages 8, 9 and 17 to 22 to Part IV of the evidence filed October 24, 2012 in respect of the Bishop Ryan Secondary School being constructed by the Hamilton-Wentworth Catholic District School Board ("**School Board**"). Appended to these pages are a copy of HONI's Offer to Connect and the letter dated November 28, 2012, from Mr. David Morrissey, Controller of Plant for the School Board.

We further enclose an updated Cover Page and Table of Contents to Part IV of Horizon Utilities' SAA Application

Summary of Horizon Utilities' SAA Application

For certainty, we confirm that Horizon Utilities' SAA Application consists of the following documentation:

- (a) Horizon Utilities SAA Application, dated June 15, 2012;
- (b) Horizon Utilities letter dated July 27, 2012, to Ms. Kirsten Walli, Board Secretary, responding to the Board's letter of June 27, 2012;
- (c) Horizon Utilities Amended SAA, dated August 10, 2012;
- (d) Horizon Utilities Updated SAA Application, dated August 16, 2012;
- (e) Horizon Utilities Updated SAA Application, dated October 24, 2012;
- (f) the Burman Energy Consultants Group Inc. Report dated November 27, 2012, filed the same date; and

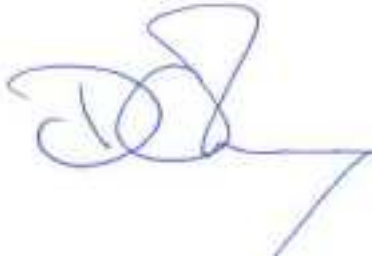
December 17, 2012

Page 3

- (g) the Supplementary Materials filed together with this letter, consisting of the four maps/plans identified on page 1 of this letter and the supplementary materials in respect of Parts II, III and IV of the SAA Application as noted above.

Yours truly,

AIRD & BERLIS LLP



Dennis M. O'Leary

DMO:ct
Enclosures
13675773.1

Google Map (Exhibit KM2)

This Google map was likely generated several years ago as it apparently depicts Phase 6 of the Summit Park Development as only being under construction. This Phase of the development has in fact been completed and is fully occupied and is part of Horizon Utilities' service area.

The Google map also does not appear to show the extent of the commercial development on the south side of Rymal Road, at the east end of the Summit Park development which was completed subsequent to the satellite image.

The map identifies the Nebo transformer station, Horizon Utilities' Service Centre, and Hydro One's proposed M3/M4 connection point for its new circuit which it proposes to construct along the south side of Rymal Road East.

As can be seen, the M3/M4 connection point and much of Hydro One's new circuit are located in Horizon Utilities' existing service area.

The red line depicts the south end of Horizon Utilities' service area to the west of the Summit Park development. The southerly limit of the service area is the northern boundary of the Hydro One high voltage transmission corridor. This corridor continues east along the southern boundary of the Summit Park development. Horizon Utilities' service area currently continues along this corridor, including the southern boundary of the Summit Park Phase 6 development.

It should be noted that a significant portion of the lands immediately north of Rymal Road East form part of the Eramosa Karst Conservation Area which will not be the subject of the intense urban development that has occurred to the east of the Conservation Area and in Summit Park.

Horizon Map, Summit Park (Exhibit KM1)

This plan depicts the Summit Park development and the various phases proposed or completed to date. Phases 1 through 6 have all been constructed and were the subject of earlier SAA Applications. In each SAA Application, Horizon Utilities was approved as the service provider.

The embedded Hydro One service area at the north-west end of the Summit Park development consists primarily of lands owned by the Hamilton-Wentworth Catholic District School Board which is constructing the Bishop Ryan Secondary School.

At the immediate south-east corner of Trinity Church Road and Rymal Road East is an undeveloped parcel owned by Multi-Area Developments, which it is believed will be developed for commercial purposes. These lands are all completely embedded within Horizon Utilities' existing service area.

This plan also identifies the two commercial developments on the south side of Rymal Road East, west of Swayze Road, consisting of the SmartCentres development and the Brooks at Rymal. Both of these commercial developments have been constructed and were the subject of earlier SAA Applications approving Horizon Utilities as the service provider for these lands.

Along the southern boundary of the development is the Hydro One high voltage transmission corridor. As can be seen from this plan, the remaining undeveloped portions of the Summit Park development lands are slated for residential urban development with several parcels proposed for institutional purposes (schools and a church). Horizon Utilities is in a position to provide service to the remaining portions of the Summit Park development without undertaking upstream expansion work.

Exhibit KM3: The Plan depicting the proposed new circuit to be constructed by Hydro One to serve Summit Park Phase 7

The green line which runs from a connection point north of Rymal Road East on the east side of Pritchard Road depicts the proposed new 27.6kV circuit which Hydro One requires to serve Summit Park Phase 7. This new circuit would run east along the south side of Rymal Road East duplicating the existing Horizon Utilities circuit which runs along the north side of Rymal Road East. This is the light blue line which depicts the Horizon Utilities 27.6kV circuit.

As can be seen from this map, the majority of this new Hydro One circuit would travel through Horizon Utilities' existing service area. The current existing 8kV Hydro One service which exists on the south side of Rymal Road is inadequate to serve Summit Park Phase 7 and the balance of the Summit Park future development. The area noted as the Hydro One service area located

at Trinity Church Road and Rymal Road East is the property consisting of the secondary school and the anticipated small commercial plaza owned by Multi-Area Developments Inc.

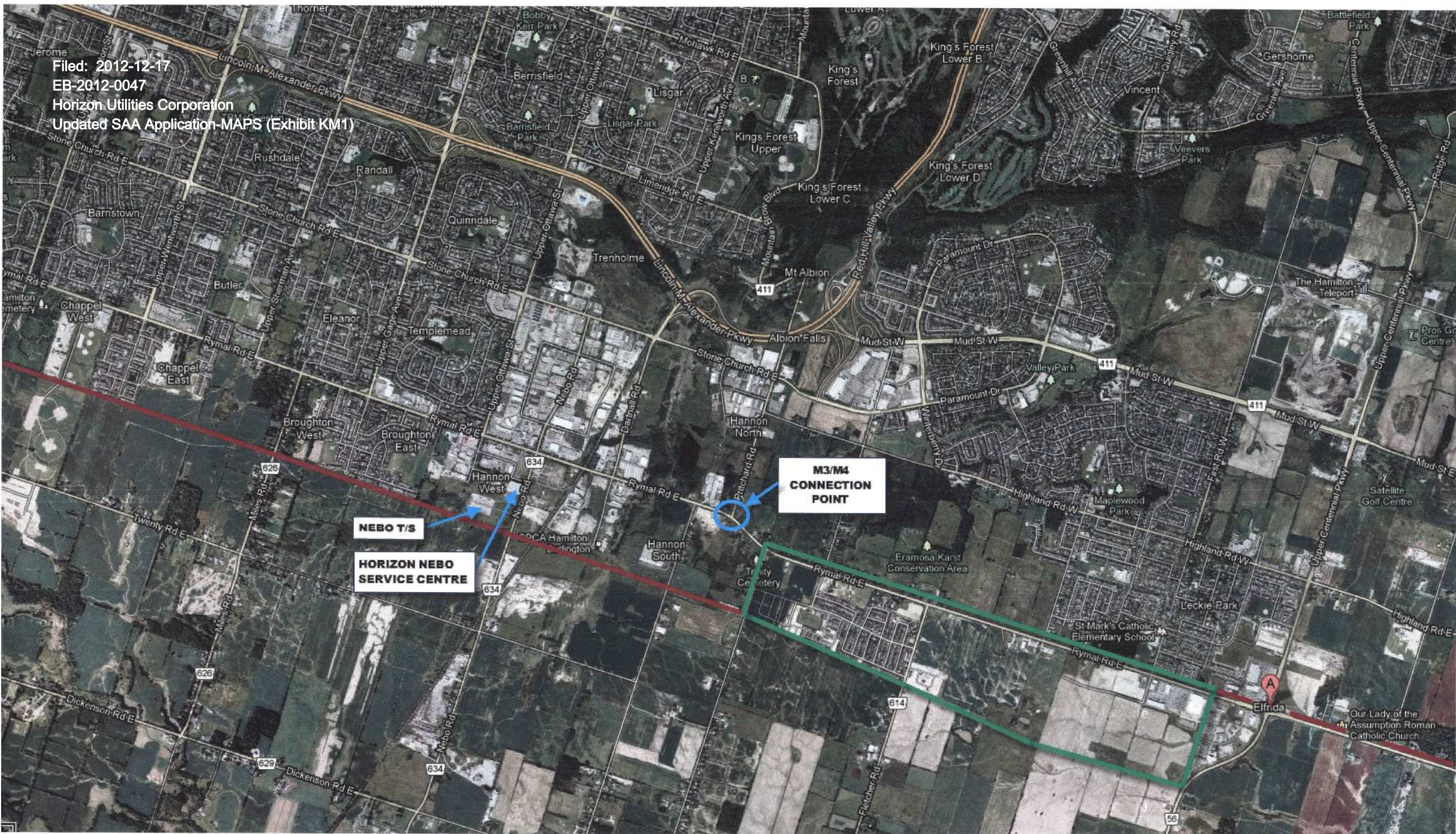
Urban Hamilton Official Plan, Rymal Road, Secondary Plan, Land Use Map B.5, 2-1

The attached Urban Hamilton Official Plan, Rymal Road Secondary Plan, depicts the residential designations for the Summit Park Development between Trinity Church Road and Swayze Road. As can be seen, the majority of the lands are zoned "Low Density Residential" with separate parcels set aside for public and separate elementary schools. The area marked "B" is the Bishop Ryan Secondary Catholic Secondary School which is currently under construction.

Urban Hamilton Official Plan, Schedule E-1, Urban Land Use Designations

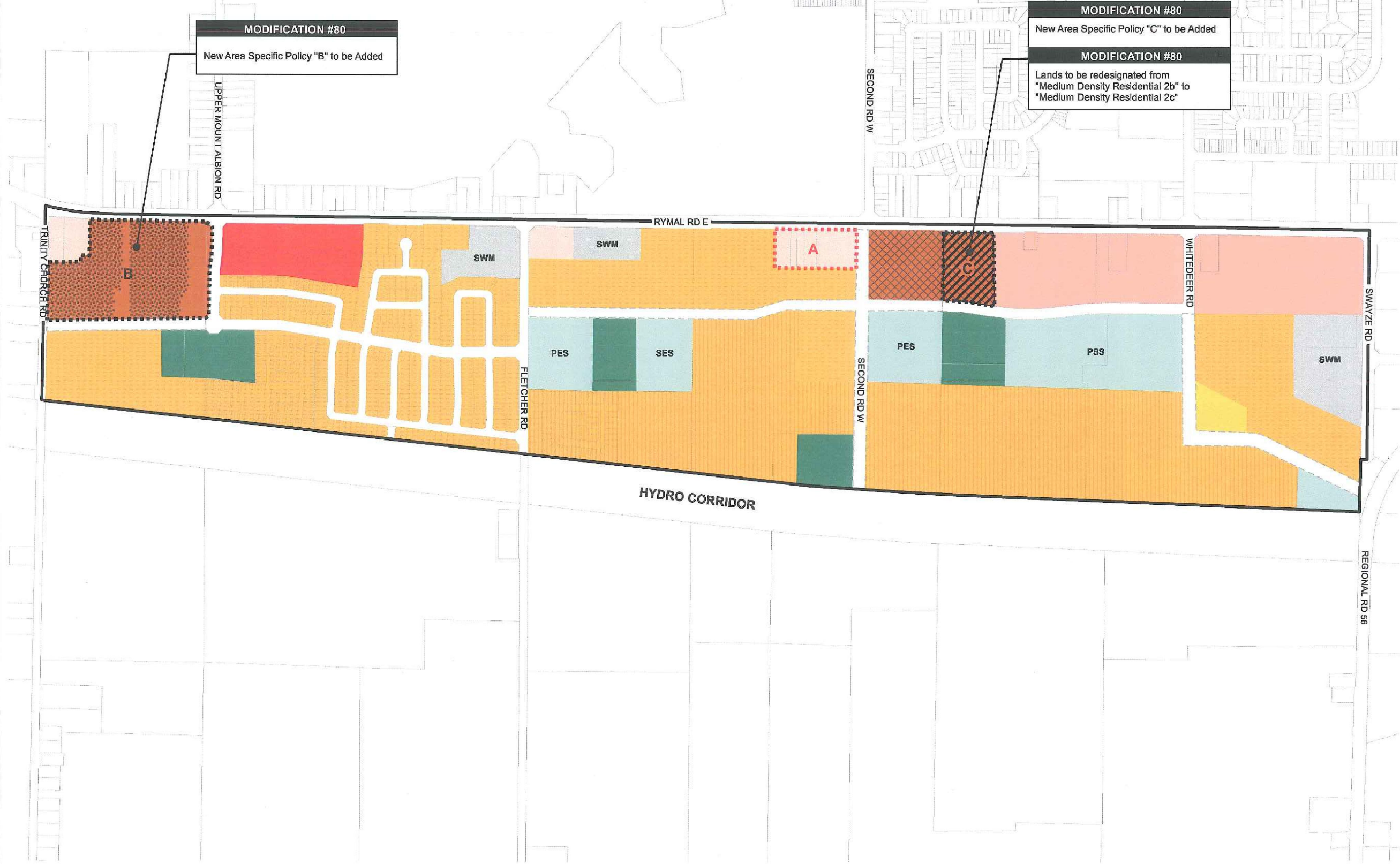
The attached Urban Hamilton Official Plan, Land Use Designations, includes the Summit Park Development in the area circled. The Plan notes that the urban boundary is the Hydro One high voltage transmission corridor which exists at the immediate south end of the Summit Park Development. All of the lands immediately south of the HONI corridor are designated rural.

Filed: 2012-12-17
EB-2012-0047
Horizon Utilities Corporation
Updated SAA Application-MAPS (Exhibit KM1)



Updated: 2012-12-17
EB-2012-0047
Horizon Utilities Corporation
SAA Application - MAPS

MMAH APPROVED
March 16, 2011



Legend

Residential Designations

- Low Density Residential 2g
- Low Density Residential 2h
- Medium Density Residential 2b
- Medium Density Residential 2c

Commercial and Mixed Use Designations

- Local Commercial
- Mixed Use - Medium Density
- District Commercial

Parks and Open Space Designations

- Parkette
- Neighbourhood Park

Other Designations

- Institutional
- PES Public Elementary School
- SES Separate Elementary School
- PSS Public Secondary School
- Utility
- SWM Storm Water Management

Other Features

- Area or Site Specific Policy
- Proposed Roads
- Secondary Plan Boundary

Urban Hamilton Official Plan
Rymal Road
Secondary Plan
Land Use Plan
Map B.5.2-1

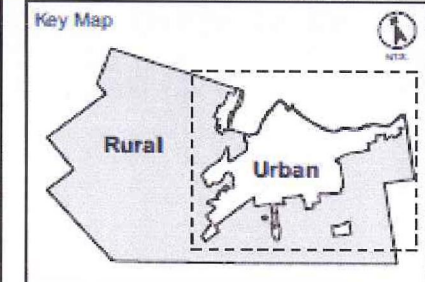
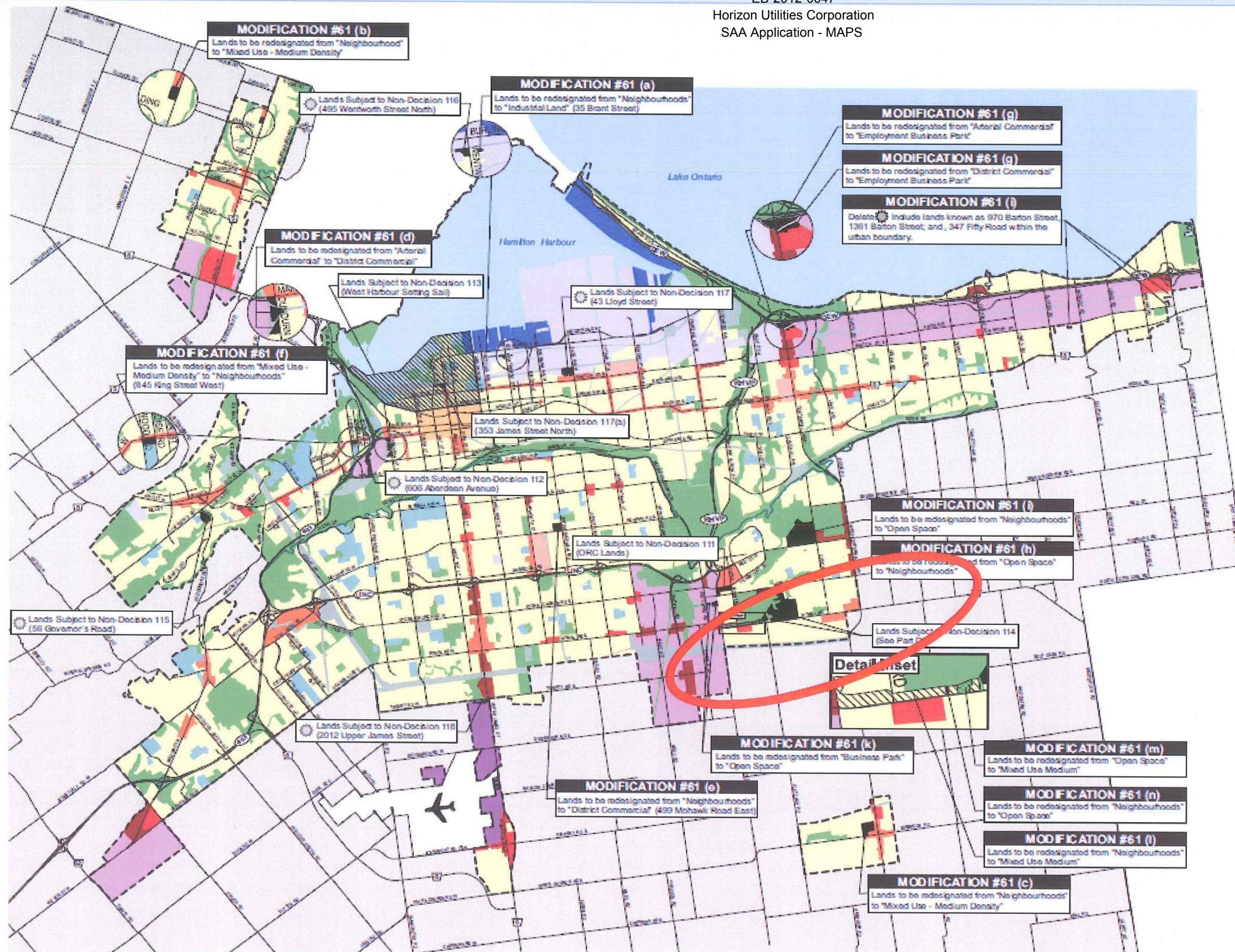


Not To Scale

Date: Dec. 1, 2009



PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT
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Note: For Rural Land Use Designations, refer to Schedule D of the Rural Hamilton Official Plan.

MMAH APPROVED
March 16, 2011

- Legend**
- Neighbourhoods
 - Open Space
 - Institutional
 - Utility
- Commercial and Mixed Use Designations**
- Downtown Mixed Use Area
 - Mixed Use - High Density
 - Mixed Use - Medium Density
 - District Commercial
 - Arts and Commercial
- Employment Area Designations**
- Industrial Land
 - Business Park
 - Airport Business Park
 - Shipping & Navigation
- Other Features**
- Rural Area
 - John C. Munro Hamilton International Airport
 - Nagara Escarpment
 - Urban Boundary
 - Municipal Boundary
 - Subject to Future OMB Hearing
 - Subject to Future OMB Hearing

Urban Hamilton Official Plan
Schedule E-1
Urban Land Use Designations

Service Area Amendment Application

Horizon Utilities Corporation

EB-2012-0047

Date: June 15, 2012

UPDATED August 16, 2012

Part II – October 24, 2012

UPDATED: December 17, 2012

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Attachments

1. FULL AREA MAP FROM TRINITY CHURCH ROAD TO SWAYZE ROAD
2. PART II AREA MAP AT FLETCHER ROAD AND SURROUNDING AREA
3. MINUTES OF MEETING ON SEPTEMBER 11, 2012
4. COPY OF EMAIL FROM HYDRO ONE NETWORKS INC.
5. LETTER TO AFFECTED CUSTOMERS
6. AFFIDAVIT OF EILEEN CAMPBELL, SWORN NOVEMBER 28, 2012
7. AFFIDAVIT OF INDY-BUTANY DESOUZA, SWORN DECEMBER 13, 2012

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*,
S.O. 1998, c. 15, Schedule B;

AND IN THE MATTER OF an application under section 74
of the Act by Horizon Utilities Corporation for a licence
amendment;

AND IN THE MATTER OF A MOTION by Hydro One
Networks Inc.

AFFIDAVIT

I, EILEEN CAMPBELL, of the City of Hamilton, in the Regional
Municipality of Hamilton-Wentworth, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Vice-President, Customer Services, of Horizon Utilities Corporation ("Horizon Utilities"), and as such have knowledge of the matters hereinafter deposed to.
2. Pursuant to the Notice of Application and Notice of Motions and Procedural Order No. 1 ("**Notice**") issued by the Ontario Energy Board ("**OEB**") on November 21, 2012, Horizon Utilities was required to serve a copy of the Notice on the owners of each of the properties identified in Parts II, III, IV and V of Horizon Utilities' Service Area Amendment. In compliance, a copy of the Notice, an explanatory covering letter, and a further copy of the information circular earlier forwarded to these property owners was sent by courier and by regular mail.
3. Subsequent to the forwarding of the Notice and other materials, I had a telephone conversation with one of the property owners in question. On November 26th I spoke with [REDACTED] of 134 Fletcher Road. [REDACTED] was supportive of becoming a Horizon Utilities customer and was seeking more information on timing and the underground connection process. I also received a telephone message from a

women indicating that she was calling from 80 Fletcher Road, however a name or return telephone number was not provided. The woman was seeking further information regarding the transfer of her service to Horizon Utilities.

SWORN before me at Hamilton,

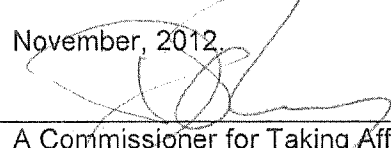
Ontario, this 29th day of

November, 2012.

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)
)
)



Eileen Campbell


A Commissioner for Taking Affidavits

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*,
S.O. 1998, c. 15, Schedule B;

AND IN THE MATTER OF an application under section 74
of the Act by Horizon Utilities Corporation for a licence
amendment;

AND IN THE MATTER OF A MOTION by Hydro One
Networks Inc.

AFFIDAVIT

I, INDY BUTANY-DESOUZA, of the Town of Richmond Hill, in the
Regional Municipality of York, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Vice President, Regulatory Affairs, of Horizon Utilities Corporation ("Horizon Utilities"), and as such have knowledge of the matters to which I hereinafter depose.

2. I have been advised by Eileen Campbell, Vice-President, Customer Services of Horizon Utilities, and verily believe it to be true, that she received a telephone call on December 3, 2012 from [REDACTED], who resides at 80 Fletcher Road, Hamilton, advising that she supports the transfer of her residence to Horizon Utilities as its customer.

3. I am further advised by Eileen Campbell and verily believe it to be true that each of the residences and businesses which are the subject of Parts II and III of Horizon Utilities' Service Area Amendment Application (SAA Application) has been put on notice of Horizon Utilities' SAA Application, as required by the Board in Procedural Order No. 1. Each also earlier received a letter from Horizon Utilities advising of its intention to proceed with the within Application. Despite this, Horizon Utilities has not received any oral or written communications from any of the owners of the subject properties

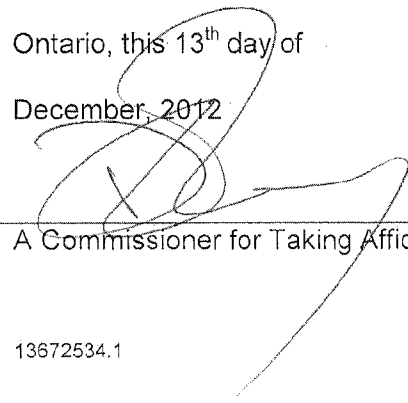
indicating any disagreement with or concern about being transferred as customers to Horizon Utilities.

SWORN before me at Toronto)

Ontario, this 13th day of)

December, 2012)


INDY BUTANY-DESOUZA


A Commissioner for Taking Affidavits

13672534.1

Service Area Amendment Application

Horizon Utilities Corporation

EB-2012-0047

Date: June 15, 2012

UPDATED August 16, 2012

Part IV – October 24, 2012

UPDATED: December 17, 2012

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Attachments

1. FULL AREA MAP FROM TRINITY CHURCH ROAD TO SWAYZE ROAD
2. PART III AREA MAP AT RYMAL ROAD EAST PROPERTIES
3. LETTER OF REQUEST FOR SERVICE FROM HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD
4. HORIZON UTILITIES' OFFER TO CONNECT
5. EMAIL FROM HYDRO ONE TO THE HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD REGARDING THE DIVISION OF WORK
6. HONI OFFER TO CONNECT
7. LETTER DATED NOVEMBER 28, 2012, FROM MR. DAVID MORRISSEY, CONTROLLER OF PLANT, HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD

This amendment should occur as it will:

- eliminate the duplication of distribution systems;
- provide for more efficient use of existing resources;
- result in a monthly bill decrease for the customer class impacted by this Application; and
- result in shorter response times in the case of a service outage since repair crews will have a shorter distance to travel as the majority of the customers surrounding the subject areas are serviced by Horizon Utilities.

As noted in section 7.3.2, a typical large commercial customer (GS>50kW), a school) will experience a total monthly bill impact of a 17.09% or \$8,856.52 decrease per month. Therefore, as a result of this proposed amendment for Horizon Utilities to supply these customers, no party is disadvantaged. There are no load transfers involved with this property and therefore no load transfers will be eliminated by the proposed amendment.

DESCRIPTION OF PROPOSED SERVICE AREA

7.1.3

Provide a detailed description of the lands that are the subject of the SAA application. For SAA applications dealing with individual customers, the description of the lands should include the lot number, the concession number, and the municipal address of the lands. The address should include the street number, municipality and/or county, and postal code of the lands. For SAA applications dealing with general expansion areas, the description of the lands should include the lot number and the concession number of the lands, if available, as well as a clear description of the boundaries of the area (including relevant geographical and geophysical features).

The subject lands are located to the south of Rymal Road East, to the east of Trinity Church Road, to the west of Dakota Boulevard, and to the north of Pinehill Drive, in Hamilton, as described by Plans 62M-1154, Blocks 1 & 2, 62R-18589, Parts 8 & 9, and 62R-18707, Parts 1, 2, 3 & 4, in the former Township of Binbrook, in the former Township of Glanbrook, as of December 31, 1973, now in the City of Hamilton. These lands are owned by two parties. But for a parcel of undeveloped land at the immediate south-east corner of Trinity Church Road and Rymal Road East which is owned by Multi-Area Developments Inc. (the "Developer"), all of the surrounding lands to the east and south are owned by the Hamilton-Wentworth Catholic District

School Board (the “School Board”) which is currently constructing the Bishop Ryan Catholic Secondary School. Both of these parcels of land are completely embedded within Horizon Utilities’ existing service area.

7.1.4

Provide one or more maps or diagrams of the area that is the subject of the SAA Application. The maps or diagrams must identify the following information:

7.1.4(a)

The borders of the applicant’s service area

Horizon Utilities’ service area includes all areas surrounding this customer on the north and south side of Rymal Road East, on the east side of Trinity Church Road, and to the west of the proposed Bishop Ryan Catholic Secondary School. Please see maps in Attachments 1 and 2.

7.1.4(b)

The borders of the incumbent distributor’s service area

Please see maps in Attachments 1 and 2.

7.1.4(c)

The borders of an alternate distributor’s service area, if applicable

NOT APPLICABLE

7.1.4(d)

The territory surrounding the area for which the applicant is making the SAA application

Please see maps in Attachments 1 and 2.

7.4 CUSTOMER PREFERENCE

7.4.1

An applicant who brings forward an application where customer choice may be a factor must provide a written statement signed by the customer (which includes landowners and developers) indicating the customer's preference.

Please see Attachment 3, which consists of letters dated October 17, 2012 and November 28, 2012, from the School Board supporting this Application.

(Section 7.5 of the Board's filing requirements for service area amendment applications with respect to the provision of distribution service to the proposed Bishop Ryan Catholic Secondary School)

7.5 ADDITIONAL INFORMATION REQUIREMENTS FOR CONTESTED APPLICATIONS

If there is no agreement among affected persons regarding the proposed SAA, the applicant must file the additional information set out below.

7.5.1

If the application was initiated due to an interest in service by a customer, landowner, or developer, evidence that the incumbent distributor was provided an opportunity to make an offer to connect that customer, landowner, or developer.

The customer, the School Board, requested an Offer to Connect ("OTC") from Hydro One; such was supplied to the customer on November 28, 2012 and is included herewith as Attachment 6.

7.5.2

Evidence that the customer, landowner, or developer had the opportunity to obtain an offer to connect from the applicant and any alternate distributor bordering on the area that is the subject of the SAA application.

Horizon Utilities provided the customer with an OTC. There are no other distributors bordering the lands other than Hydro One and Horizon Utilities. The balance of the lands which are the subject of this Part

IV are undeveloped and are all owned by the Developer. The Developer's lands are identified on Attachment 2 as 62R-18707, Parts 1, 2, 3 and 4, 16R-18589, Parts 8 and 9, and 62M-1154, Block 2.

Horizon Utilities is not aware of any immediate plans for the development of these lands but presumes that they will be developed as a small commercial property given their location and the fact that they are completely surrounded by the lands owned by the School Board. Horizon Utilities presumes that the Developer would support the service area amendment approval sought in this Part IV as it will eliminate any ambiguity about the appropriate electricity distributor to serve the lands in future and it would also avoid the need for any delays due to a further SAA application. This Part IV application should also be attractive to future commercial business owners or operators as Horizon Utilities' distribution rates for the GS<50kW and GS>50kW continue to be lower than those of Hydro One. Horizon Utilities has provided a copy of this Application to the Developer.

7.5.3

Actual copies of, as well as a summary of, the offer(s) to connect documentation (including any associated financial evaluations carried out in accordance with Appendix B of the Distribution System Code). The financial evaluations should indicate costs associated with the connection including, but not limited to, on-site capital, capital required to extend the distribution system to the customer location, incremental up-stream capital investment required to serve the load, the present value of incremental OM&A costs and incremental taxes as well as the expected incremental revenue, the amount of revenue shortfall, and the capital contribution requested.

Please see Horizon Utilities' OTC included as Attachment 4.

7.5.4

If there are competing offers to connect, a comparison of the competing offers to connect the customer, landowner, or developer.

From Horizon Utilities' OTC, the customer will supply the transformer foundation, primary duct bank on private property and secondary conductors from the transformer to the service entrance equipment.

Horizon Utilities will supply and maintain the 27.6 kV primary cables and a 1500 kVA pad mounted transformer.

Hydro One has only supplied a division of work to date and no costs as noted below:

HYDRO ONE:

Supply and install all framing, run customer supplied conductor up new 50'/3 pole and make all connections. Run conductors into pad mount tx and make all connections. MDET to install meter as per RM8-22.2.

BELL SHALL:

*Remove existing 40'/5 end-of-life pole.
Supply and install new 50'/3 pole.*

CUSTOMER:

Transformer:

Install new three-phase transformer with necessary grounding as per ESA (within 3m of driveway).

Transformer vault to be equivalent of Brooklin Concrete BCP-114 and BCP-114T6.

Conductor:

Supply and install all approved primary and secondary cable and leave sufficient length for termination and connection by Hydro One.

All primary U/G cable to be 2/0 AL 28KV XLPE cable with full concentric neutral.

Provided secondary connectors for Hydro One connection @u/g tx.

Trench per attached trenching guidelines and obtain all locates prior to digging.

Do not trench within 2' of any Hydro One equipment or conductor.

Sand backfill all conductor required prior to energizing.

Horizon Utilities understands from the School Board that in the event that Hydro One advises the School Board that it does not require a capital contribution from them, the School Board will likely still incur additional costs of approximately \$75,000 due to Hydro One's requirement for the School Board to supply and install the 27.6 kV primary cables and the 1500 kVA 600/347 secondary pad mounted transformer with a high voltage switch.

Horizon Utilities' OTC does not include such additional capital costs and on-going maintenance since Horizon Utilities owns both the primary cables and the transformer. A comparison of the Offers to Connect is provided below:

COMPARISON OF OFFERS TO CONNECT		
Project Costs	Horizon Utilities	Hydro One
Material	\$ 41,188.57	
Labour (design, engineering & construction)	\$ 13,916.59	
Equipment	\$ 932.47	Not identified separately
External Permit Costs	\$ 7,700.00	
Upstream Electrical Distribution System Costs	\$ 115,910.93	
Total Project Costs	\$ 179,648.56	\$ 8,058.61
Capital Contribution required from Customer	\$ -	\$ 8,058.61

In Horizon Utilities' proposal, Horizon Utilities supplies and maintains 27.6 kV primary cables and a 1500 kVA pad mounted transformer and incurs all costs for high voltage equipment and the metering on the customer's premises.

The Hydro One proposal requires the customer to supply and install all high voltage equipment including the transformer, switch, and cables from the pole downstream. Under the Hydro One proposal, the customer would incur the initial capital cost of this work which is estimated at \$75,000, as noted above, and would also be responsible for the operation, maintenance and potentially the emergency replacement of the critical high voltage equipment. The Capital Contribution identified in the Hydro One proposal above is therefore not the fully loaded cost to the School Board.

Horizon Utilities' proposal also includes a charge for upstream costs. This is a pooled cost that is allocated to all new customers based on the estimated amount of demand that the new customer will have on existing facilities that were built to accommodate growth. This cost that is allocated to the new customer is input into the economic evaluation model for the purpose of calculating the capital contribution. There is no expansion of Horizon Utilities' system required to accommodate this new load and there is no capital contribution required by the customer in Horizon Utilities' proposal. However, in the Hydro One proposal, there is extensive expansion work being completed to bring capacity into the area but, once again, Hydro One has not referenced any of its expansion costs in its OTC.

7.5.5

A detailed comparison of the new or upgraded electrical infrastructure necessary for each distributor to serve the area that is the subject of the SAA application, including any specific proposed connections.

A summary of the differences between Horizon Utilities' and Hydro One's division of work and responsibilities is summarized below. As noted previously, Hydro One requires the School Board to install, supply and maintain significantly more distribution assets than in the case of Horizon Utilities' service arrangement. As identified in Attachment 3, the School Board has, in its letters in support of Horizon Utilities providing service to the new school, expressed concern over the ongoing responsibilities and costs to own and maintain the aforementioned high voltage and transformation assets. A detailed comparison of the electrical infrastructure required to service the school is provided below:

COMPARISON OF INFRASTRUCTURE REQUIRED		
Servicing Work Required	Horizon Utilities	Hydro One
New pole required	none	Bell Canada to replace pole
Civil work and trenching on private property	Provided by customer at their cost	Provided by customer at their cost
27.6kV Primary Cables – supply and install	Included in OTC	Provided by customer at their cost
Primary cable terminations	Included in OTC	Included in OTC at customer's cost
1500 kVA Transformer	Included in OTC	Provided by customer at their cost
Additional high voltage switch for 1500 kVA transformer	Not Required	Provided by customer at their own cost
600/347V secondary cable	Provided by customer at their cost	Provided by customer at their cost
Metering	Included in OTC	Included in OTC

7.5.6

Outage statistics or, if outage statistics are not available, any other information regarding the reliability of the existing line(s) of each distributor that are proposed to supply the area that is the subject of the SAA application.

The outage statistics are consistent with those provided in the original Application as well as those referenced in the Burman Energy Consultants Group Report, dated November 27, 2012.

7.5.7

Quantitative evidence of quality and reliability of service for each distributor for similar customers in comparable locations and densities to the area that is the subject of the SAA application.

This is consistent with the information provided in the original Application.

Horizon Utilities:

Customers supplied from a similar feeder (M3) with similar customers and density, experienced 33 outages in 2011, of which 13 were auto reclose outages (less than 1 minute).

Hydro One:

Hydro One has reported that there were no forced interruptions that affected M3 or M4 in 2011. This information is incorrect (see 7.5.6), but may be Hydro One's perception due to the fact that no Hydro One customers are connected to either feeder.



Electronic Layout

Schedule 'A'

Customer Information		Service Location & Contractor Information		General Information	
Customer:	HAMILTON WENT RC	911 Address:	1820 RYMAL RD E	Date prepared:	11/25/2012
Address:	90 MULBERRY STREET PO BOX 2012 HAMILTON ON L8N3R9	Lot:		Concession:	
Primary #	905-648-0072	Township:	BINBROOK	Rate Class:	General Service - Non Urban Demand
Bus.:		RP#:		D.S.:	Nebo
Fax:		Sublot:		Customer Cable:	Yes
		Contractor:	David Morrissey	Feeder:	M3 - Verify
		Ph #:	905 525 2930	Service Size:	1600
		Fax:		Switch:	Verify Prior
				Account #:	0
				Transformer:	New Install



NCON - 347/600v 3 Phase Primary - 1820 Rymal Rd East

Rate Class: UGd - Urban General Service - Three Phase - Demand

HYDRO ONE SHALL:

- WL # 1:** Supply and install all framing, run customer supplied conductor up new 50'/3 pole and make all connections.
WL # 2: Run conductors into pad mount tx and make necessary connections.
WL # 3: MDET to install meter as per RM8-22.2.

BELL SHALL:

- WL#1:** Remove existing 40'/5 end-of-life pole. Supply and install new 45'/3 pole.

WL#1

- DL3-120.1 Rev. 01
DU-08-201 Rev. 02
- DU-08-206 Rev. 00 'D3'
DL12-301 Rev. 02 or
DL12-302 Rev. 01

WL#2

- DU-04-301
- SH. 1 and 2 Rev. 01
DU-04-302 Rev. 01
DU-04-601 Rev. 01
DU-03-602 Rev. 03
DU-03-501 Rev. 03
DU-03-502 Rev. 00

WL#3

- RM8-22.2 Rev. 00
2000:5 C.T.'s
- 1333 KVA Max. Load

A new NCCI form with a detailed loading profile must be submitted to Hydro One if the customer decides to add large motors to the facility.

CUSTOMER SHALL:

Transformer:

Install new three-phase transformer with necessary grounding as per ESA (within 3m of driveway).

Conductor:

Supply and install all approved primary and secondary cable and leave sufficient length for primary termination and connection by Hydro One @ dip pole.
All primary U/G cable to be 2/0 AL 28KV XLPE cable with full concentric neutral.
Make secondary connections @ tx.

Trench per attached trenching guidelines and obtain all locates prior to digging.
Do not trench within 2' of any Hydro One equipment or conductor.

Sand backfill all conductor required prior to energizing.

Metering:

Supply and install 4 x 4 Meter Cabinet or Switchgear, 1 1/4" conduit using no LB's (50 ft run max) @ bottom 3" of base.

P-base enclosure supplied by Hydro One.

Ensure metering room key is provided to Hydro One.

Note:

All wiring to be inspected and approved by ESA inspection prior to any connections.
Sign and return contract to Hydro One with payments ASAP.
Customer responsible to obtain any easements if required

HYDRO ONE or CONTRACTOR SHALL:

Transformer:

Supply and install load break elbows, bushing cap/inserts, make all primary connections and HI-POT cable.

Notes: - This Layout is valid for 6 months from the date prepared. There will be a charge to re-design due to customer initiated changes.
- All work to be done to Electrical Safety Code

Existing	Hydro One Only Section 2.0	Hydro One or Contractor Section 3.0	Work by Customer	Work by Others (Bell or LDC)
Remove - Hydro One Only - Section 2.0	Remove - Hydro One or Contractor Section 3.0	Remove - By Customer	Remove - By Others (Bell or LDC)	

El Order No.	283533608	Service Centre Name:	Dundas	Secondary Voltage:	347/600
Hydro One Phone #:	888-652-2302	Prepared By:	David DeNoble	SAP Order #:	60724518
Hydro One Fax #:	905-627-6000	Departure Date & Time:	9/28/2012 4:15:00 PM	CM Number:	00126279
Electrical Safety Authority:	877-372-7233	Arrival Date & Time:	9/28/2012 12:00:00 PM	Customer #:	0000009999

LETTER OF AGENCY CONSENT/TERMINATION OF CONSENT FOR DISCLOSURE OF INFORMATION TO A THIRD PARTY

PART A – CONSENT

I/we, account holder(s) for the electricity account at

(Lot, Concession, Township, 911 Address) _____

Hydro One Account # _____, consent to the disclosure of account-related information to

(Name and Phone Number) _____ or their authorized
representatives for the purpose of

(Specify Exactly) _____

Account-related information can be any or all of the following. Please check the pieces of information you
wish disclosed:

☐ Account holder(s) name(s), address, telephone number

☐ Copy of Layout for service work

☐ Copy of Invoice for service work

The above consent remains in effect from the date of authorization to the date that written termination of
the consent is received by Hydro One, or the account is no longer in the account holder(s) name,
whichever happens first.

Date: _____

Name (Print): _____

Name (Print) _____

Signature: _____

Signature: _____

Note: For Hydro One accounts where two parties are responsible, both account holders must sign the
above consent before account information will be disclosed.

PART B – TERMINATION OF CONSENT

I/we, account holder(s) for the above referenced electricity account hereby terminate consent to the
disclosure of account-related information to the above-named party.

Date: _____

Name (Print) _____

Name (Print) _____

Signature: _____

Signature: _____



Hydro One Networks, Inc. ("Hydro One")
 Hydro One, 40 Olympic Drive, Dundas ON, L9H 7P5
 Phone: 888-652-2302

CUSTOMER SERVICE CONTRACT **Page 1 of 2**
 NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION
 ECRA/ESA Lic 7002572 **Date Prepared: 25/Nov/2012**

SECTION 1.0 CUSTOMER INFORMATION

Name: HAMILTON WENT RC
 Address: 90 MULBERRY STREET PO BOX 2012
 HAMILTON, ON, L8N3R9
 Phone: 905-648-0072
 Alt Phone:
 Fax:

Service Location: EI 283533608
 Lot Con RP# Sublot#
 Twp BINBROOK
 1820 RYMAL RD E, BINBROOK, ON,

CUSTOMER: Please complete all shaded areas

SECTION 2.0 STANDARD BASIC REGULATED WORK (MUST BE PERFORMED BY HYDRO ONE)

Available Support or Cost based on Rate Class	\$	0.00
Other Related Work	\$	4619.34
Incremental Cost for Transformer	\$	0.00
Easement and Associated Costs	\$	0.00
Cost of Service Wire	\$	0.00
Credit for up to 30m of Overhead Service Wire	\$	0.00
Standard Service Charges (ex. Additional Layout Fee)	\$	0.00
Misc Charges (ex. 400 Amp Self Contained rebate)	\$	0.00
Deposit Paid	\$	0.00
SUB TOTAL	\$	4619.34

Description of Other Related Work:

Metal guards, terminators, surge arrestors, fused primary cable termination and flared cable guards.

SECTION 3.0 CONNECTION WORK (MAY BE PERFORMED BY EITHER HYDRO ONE or CONTRACTOR as per customer's choice)

	HYDRO ONE	CONTRACTOR	Description of Other Related Work
Other Related Work	\$ 3439.27		
Available Support Based on Rate Class	\$ 0.00	\$ 0.00	Loadbreak elbow, operate elbow, bushing cap, HI-POT cable and bushing insert.
SUB TOTAL	\$ 3439.27	\$ 0.00	

CONNECTION WORK OPTION (PLEASE INDICATE YOUR CHOICE WITH AN "X" IN THE APPROPRIATE BOX)

☐

Hydro One to complete Section 2.0 and Section 3.0

Section 2.0	\$	4619.34
Section 3.0	\$	3439.27
SUB TOTAL	\$	8058.61
HST	\$	1047.62
TOTAL	\$	9106.23

☐

Hydro One to complete Section 2.0 and customer's contractor to complete Section 3.0

Section 2.0	\$	4619.34
Section 3.0	\$	0.00
SUB TOTAL	\$	4619.34
HST	\$	600.51
TOTAL	\$	5219.85



CUSTOMER: Please complete all shaded areas

By Signing above, the Cardholder hereby authorizes Hydro One to charge the above-noted credit card with the above-stated fees payable.

SCHEDULE "B" - TERMS AND CONDITIONS

REPRESENTATIONS AND WARRANTIES

1. The Customer represents and warrants that:
 - (a) it is the sole absolute beneficial and legal owner of any and all poles, anchors, wires and other electrical equipment utilized for the distribution of electrical power and energy located on the Service Location (identified in Section 1.0 of the Customer Service Contract) and not owned by Hydro One (collectively, the "**Electrical System**"), free and clear of any and all claims, interests and encumbrances and has the authority to enter into the Contract with respect thereto; and
 - (b) it is the registered owner in fee simple and in possession of the Service Location.
2. Hydro One represents and warrants that any Work performed by Hydro One shall be performed in a manner consistent with Good Utility Practice (as that term is defined in the Distribution System Code issued by the Ontario Energy Board (the "**DSC**"), in accordance with Hydro One's Conditions of Service and the terms of the Customer Service Contract (the "**Contract**"). Except as provided herein Hydro One makes no warranties, express or implied, and Hydro One disclaims any warranty implied by law, including implied warranties of merchantability or fitness for a particular purpose and implied warranties of custom or usage with respect to the work performed by Hydro One.
4. Subject to clauses 3, 5, 8 and 9 hereof and provided Hydro One has received payment of the total fees payable as specified in the Contract, once the Customer has completed its obligations referenced in clause 3 above, Hydro One shall be obligated to perform the Work in accordance with the specifications outlined in Schedule "A" attached to the Contract and otherwise in accordance with the provisions of the Contract, and shall do so on a date to be established by Hydro One (the "**Scheduled Work Date**").
5. In the event that the work to be performed by the Customer's Contractor involves the construction and/or installation of an electricity distribution line at the Customer's Service Location, and the line is to be transferred to Hydro One, upon completion of the said construction and/or installation, but prior to the connection of the line to Hydro One's distribution system, the Customer agrees to transfer ownership of the said line to Hydro One in accordance with Hydro One's standard transfer of ownership agreement. Hydro One shall not be obligated to connect the said line until such time that the Customer has executed the transfer of ownership agreement.

THE WORK

3.
 - (a) The Customer agrees that it shall obtain all approvals from the Electrical Safety Authority and other approvals, including municipal consents, as may be requested by Hydro One or required for purposes of the work. Hydro One shall not be obligated to perform any work until such time that the Customer has satisfied and/or complied with its obligations in the Contract, paid requisite fees and the Customer has obtained the permits and approvals referenced in this clause (the "**Customer's Work**"). The Customer shall advise Hydro One when it has satisfied and/or complied with the obligations described herein.
 - (b) Where padmount transformation is required, the Customer shall construct a transformer ground grid and thereafter shall obtain a ground grid inspection from the ESA. Once the ESA has approved the work, the Customer shall transfer ownership of the transformer ground grid to Hydro One.
 - (c) The Customer acknowledges that it will have 180 days from the date Hydro One receives payment of the fees payable under the Contract. If the Customer does not complete the Customer's Work within the specified time frame then Hydro One shall have the option of reassessing the cost of the Contract. If the cost of the Contract exceeds what was originally quoted to the Customer then the Customer agrees to pay the increased costs.
6. Hydro One shall own all facilities constructed by Hydro One under the terms of the Contract other than any Work performed by Hydro One under the terms of the Contract in respect of Customer Owned Equipment.
7. Where the Customer has chosen to have a Contractor perform Contestable Connection Work and/or expansion work that is identified as contestable in the Contract (collectively, the "**Contestable Work**"):
 - (a) the Customer shall:
 - (i) complete all of the Contestable Work;
 - (ii) select and hire the Contractor;
 - (iii) assume full responsibility for the construction of the Contestable Work;
 - (iv) be responsible for administering the Contract including, the acquisition of all required permissions, permits and easements;
 - (v) ensure that the Contestable Work is performed in accordance with Hydro One's design and technical standards and specifications;
 - (b) Hydro One shall have inspected and have approved all aspects of the constructed facilities as part of a system commissioning activity prior to the connection of the Contestable Work to Hydro One's existing distribution system;

SCHEDULE "B" - TERMS AND CONDITIONS

- (c) the Customer shall be responsible for paying the cost of the following work to be performed by Hydro One:
 - (i) the design of the Contestable Work;
 - (ii) the engineering or installation of facilities required to complete the project;
 - (iii) administration of the contract between the Customer and the contractor hired by the Customer if asked to do so by the Customer and Hydro One agrees, in writing, to do so; and
 - (iv) inspection or approval of the work performed by the Contractor hired by the Customer;
- (d) by no later than fifteen (15) days prior to the date that the assets are to be transferred to Hydro One, the Customer shall provide Hydro One with a breakdown of the cost of the Contestable Work in a form acceptable to Hydro One, together with copies of all documents related to the Contestable Work including, but not limited to, all invoices, purchase orders and fixed price contracts related to the design and construction of the Contestable Work and the procurement of equipment.
- (e) the Customer shall represent and warrant to Hydro One on the date that the Contestable Work is transferred to Hydro One that:
 - (i) the Contestable Work is free and clear of all mortgages, liens, demands, charges, pledges, adverse claims, rights, title, retention agreements, security interests, or other encumbrances of any nature and kind whatsoever;
 - (ii) the Contestable Work is free and clear of any work orders, non-compliance orders, deficiency notices or other such notices relative to the Contestable Work Assets or any part thereof which have been issued by any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies;
 - (iii) there are no matters under discussion with any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies relating to work orders, non-compliance orders, deficiency notices or other such notices pertaining to all or any part of the Contestable Work;
 - (iv) the Customer is the sole owner of the Contestable Work;
 - (v) that the Contestable Work has been performed in accordance with Hydro One's design and technical standards and specifications; and
 - (vii) all deficiencies identified by Hydro One have been remedied;
- (f) the Customer agrees that the representations and warranties in (e) above shall survive the transfer, and the execution and delivery of any easements or other land rights, bills of sale, assignments or other instruments of transfer of title to the Contestable Work and the payment of the transfer price;
- (g) the Customer shall execute all documents necessary to evidence the transfer of the Contestable Work to Hydro One, including but not limited to bills of sale or similar documents and legal, binding and registrable easements from all legal and beneficial owners of lands traversed by the Contestable Work and/or land use permits for Crown lands traversed by the Contestable Work, satisfactory to and in favour of Hydro One;
- (h) the Customer understands and agrees that Hydro One will not assume and shall not be liable or responsible for any and all liabilities, debts or obligations and demands, direct or indirect, absolute or contingent, of the Customer, whether or not related to, attributable to or in any way connected with the Contestable Work. The Customer shall pay, satisfy, assume, discharge, observe, perform, fulfil, release, and indemnify and save harmless Hydro One and its successors, its directors, officers, employees, representatives and agents from and against such liabilities, debts and obligations and all costs, expenses, debts, demands, proceedings, suits, actions, losses or claims in connection therewith. This obligation shall survive the termination of the Contract; and
- (i) Hydro One shall pay the Customer a transfer price on the transfer date in accordance with the requirements of the DSC. The transfer price shall be considered a cost to Hydro One for the purposes of the final economic evaluation to be performed by Hydro One in accordance with the requirements of the DSC.

FEES PAYABLE

8. A late payment charge shall apply to all amounts that are overdue as a result of an invalid or declined credit card or an N.S.F. cheque, calculated from the date of execution of the Contract by the Customer to the date payment is actually received by Hydro One. In addition, a N.S.F. cheque charge shall be charged on returned cheques. The Customer shall pay any applicable late payment charges and N.S.F. cheque charges to Hydro One immediately upon demand by Hydro One.

ADDITIONAL FEES

9. In the event that Hydro One discovers that the Customer has failed to perform its obligations referenced in clause 3 above despite Hydro One being advised of said performance by the Customer or the Customer has breached its representations and warranties referenced in clause 1 above and/or in the

SCHEDULE "B" - TERMS AND CONDITIONS

event that the Customer has changed the condition of the Service Location or the Electrical System to the extent that, in Hydro One's opinion, the Work can no longer be performed in accordance with Schedule "A" of the Contract, the Customer shall reimburse Hydro One for all costs and expenses incurred by Hydro One in its preparation to perform the Work on the Scheduled Work Date, including, without limitation, Hydro One's restocking fee for returning material ordered for the Work to Hydro One's stores, facility removal expenses, the hourly rates payable to Hydro One's employees, contractors and/or subcontractors where such employees, contractors and subcontractors are to perform the Work and have attended at the Service Location on the Scheduled Work Date and any other charges or expenses related to additional trips required to be made by the said employees, contractors and/or subcontractors to the Service Location. In the event that a new Schedule "A" is required as a result of any of the foregoing, the Customer shall also pay Hydro One's applicable fee for the new Schedule "A". The Customer shall pay all such costs, charges and expenses described herein in the same manner in which it has paid the total fees payable on the execution of the Contract, upon being notified of same by Hydro One.

RIGHT TO ENTER PROPERTY

10. The Customer hereby grants to Hydro One, its successors and assigns, the unrestricted right, privilege and easement, free of charge or rent, to use so much of the Service Location and to enter on, in, upon, along and over the Service Location at any time as Hydro One may deem it necessary or desirable for purposes of performing the Work and for its employees, agents, contractors and subcontractors to pass and re-pass with or without vehicles, supplies, machinery and equipment, on, in, upon, along and over the Service Location at any time to perform the Work and for all purposes necessary or convenient to the exercise and enjoyment of the right, privilege and easement hereby granted.

REQUIREMENT TO EXECUTE CAPITAL COST RECOVERY AGREEMENT

11. Hydro One may require the Customer to execute a Capital Cost Recovery Agreement ("CCRA") at any time where the amounts that would have been otherwise payable under the terms of the Contract in respect of the Work were reduced by the incremental revenue attributed to the Customer's load forecast. Hydro One shall have the right to refuse to continue performing Work under the terms of the Contract (including, but not limited, the right to refuse to connect the Customer) until such time as the Customer executes a CCRA.

LIMITATION OF LIABILITY

12. In addition to any amounts payable under the terms of the Contract, the Customer shall only be liable to Hydro One and Hydro One shall only be liable to the Customer for any damages that arise directly out of the willful misconduct or negligence in meeting their respective obligations under the Contract.
13. Despite clause 12 above, neither party shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential or incidental damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.
14. The Customer shall release, defend, discharge and indemnify Hydro One, its successors and assigns and its employees, servants, agents, representatives, contractors and subcontractors from and against all loss, damage or injury to persons or property, claims, actions, suits, proceedings, charges, risks, debts, obligations, liabilities, costs, expenses and fees which may arise from, relate to, be based upon or connected in any way with the Electrical System, the Work and/or the Contract (except if due solely to Hydro One's negligence).
15. Notwithstanding any other provision in the Contract, Hydro One's total liability to the Customer for any and all claims for damages under the Contract whether it arises by contract, tort or otherwise, will not exceed in aggregate the amounts paid for the Work hereunder to the date of such negligent act or willful misconduct.
16. Both parties acknowledge and agree that clauses 12, 13 and 14 shall survive the termination or expiration of the Contract.

FORCE MAJEURE

17. Save and except for the payment of any monies required under the Contract, neither party shall be deemed to be in default of the Contract where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including but not limited to an act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics, and an inability due to causes beyond the reasonable control of the party. The party subject to such an event of force majeure shall promptly notify the other party of its inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of

SCHEDULE "B" - TERMS AND CONDITIONS

force majeure. Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible.

18. Notwithstanding clause 17 above, the settlement of any strike, lockout, restrictive work practice or other labour disturbance constituting a force majeure event shall be within the sole discretion of the party involved in such strike, lockout, restrictive work practice or other labour disturbance and nothing in clause 17 above shall require the said party to mitigate or alleviate the effects of such strike, lockout, restrictive work practice or other labour disturbance.

AMENDMENTS

19. Any amendment to the Contract shall be made in writing and executed by both parties.

ASSIGNMENT

20. The Customer shall not assign its rights or obligations under the Contract in whole or in part without the prior written consent of Hydro One, which consent shall not be unreasonably withheld or unduly delayed. Hydro One may withhold its consent to any proposed assignment until the proposed assignee assumes, in writing, all of the Customer's obligations contained in the Contract.

GOVERNING LAW

21. The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

INCORPORATION OF DSC AND APPLICATION OF CONDITIONS OF SERVICE

22. The DSC is hereby incorporated in its entirety by reference into, and forms part of, the Contract. Unless the context otherwise requires, all references to "the Contract" include a reference to the Code. Hydro One hereby agrees to be bound by and at all times to comply with the Code, and the Customer acknowledges and agrees that Hydro One is bound at all times to comply with the Code in addition to complying with the provisions of the Contract. In the event of a conflict or an inconsistency between a provision of the Code or the Contract, the provision of the Code shall govern. The fact that a condition, right, obligation or other term appears in the Contract but not in the Code shall not be interpreted as, or deemed grounds for finding of a conflict or inconsistency.

23. In addition to the Contract, the relationship between Hydro One and the Customer will also be governed by Hydro One's Conditions of Service that are in effect at the relevant time. In the event of a conflict or an inconsistency between a provision of the Contract and a provision of Hydro One's Conditions of Service, the provision of the Contract shall govern.

ENTIRE AGREEMENT

24. The Contract represents the entire agreement between the parties hereto and supersedes all prior agreements, understandings, discussions, negotiations, representations and correspondence made by or between them with relating to the Work described in the Contract.

5 critical steps to completing your new connection

Dear Valued Customer,

Thank you for your recent request for service. In order to schedule your connection request and provide you with the best service possible, please follow the step-by-step instructions below. If you have questions, please call us at: 1-888-652-2302 Monday to Friday, from 7:00 a.m. to 4:30 p.m.

1 Carefully review the enclosed sketch of your requested service layout.

Be sure that every detail in your service layout is accurate and that you're clear about how the work will be completed. The sketch has been designed with colour-coded comments as well as a key to help you with your review. If anything is incorrect, please call us *immediately*. **If your service layout is accurate, then...**

2 Read the enclosed customer service contract.

Read all sections of the customer service contract carefully. Review each option available to you before making your selection. Make sure the method of payment section is **completed**.

3 Sign, date and send the Customer Service Contract to us.

Sign the contract and fax it to us at: 905-627-6000 or mail it to Hydro One, 40 Olympic Drive, Dundas ON, L9H 7P5. Please make sure that you've enclosed the proper payment and payment information on the contract. Note: You don't need to wait for your ESA permit before sending this contract.

4 Call the Electrical Safety Authority for your permit, and the required inspections and authorizations.

Contact the Electrical Safety Authority (ESA) at 1-877-372-7233 for an electrical inspection and fee estimate. It's easily done over the phone and will allow you to proceed with your electrical work. Once the electrical work is complete, contact the ESA again for an electrical inspection. The ESA will advise you when the inspection is approved, as well as send a copy of the connection authorization directly to our office. We will contact you to discuss scheduling the connection.

5 If your connection involves underground cables, make sure all special requirements are met.

To help you with these requirements, we've attached our trenching specifications.

Following the five critical steps outlined above will ensure we have the essential information we need to schedule your service work and have the required materials and equipment on hand.

Your thorough attention to these details will make it possible for your new connection to be completed as planned. Thank you for your cooperation.

Sincerely,

Hydro One Networks
Dundas Field Business Centre



Bringing Power to the People of Ontario™

The reference notes below explain HydrO One Networks' Standards for the installation of all HydrO One owned secondary underground cable, regardless of who installs the cable. The diagrams further illustrate these requirements. This will allow HydrO One crews to install the cable without requiring a coordinated site visit with the trench installer, if HydrO One is the chosen installer of the cable. Trench, excluding open pit area, can be backfilled as shown prior to cable installation.

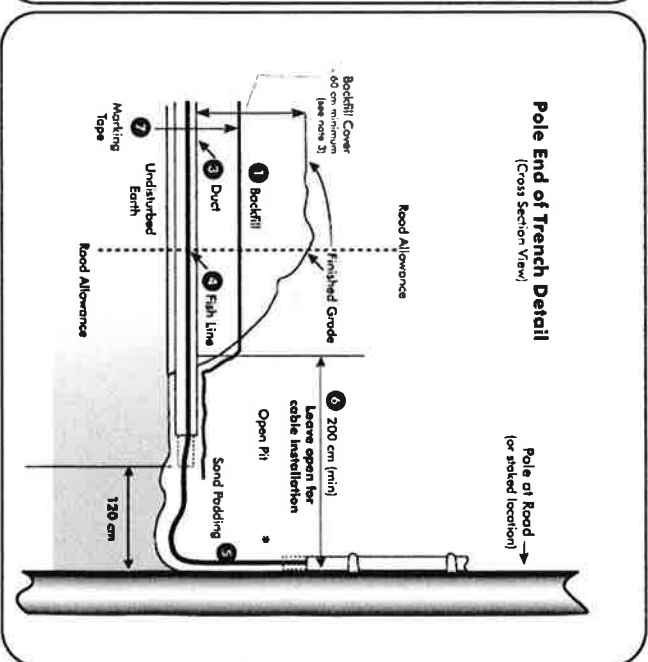
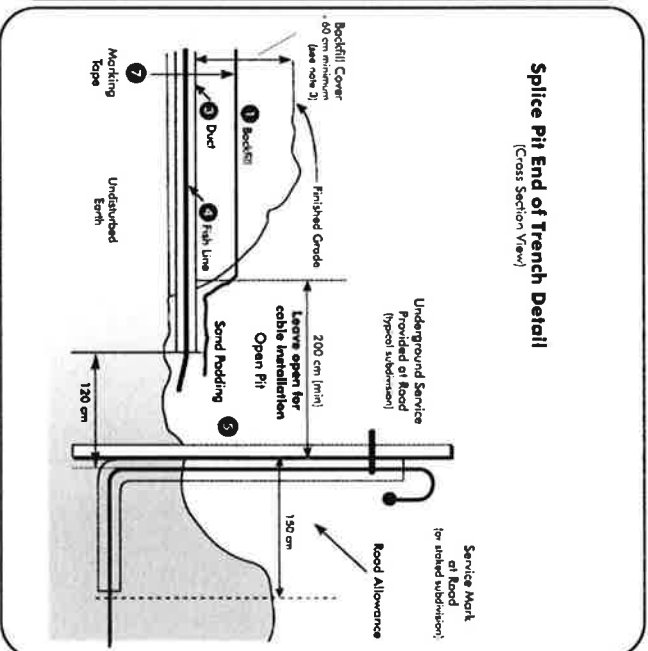
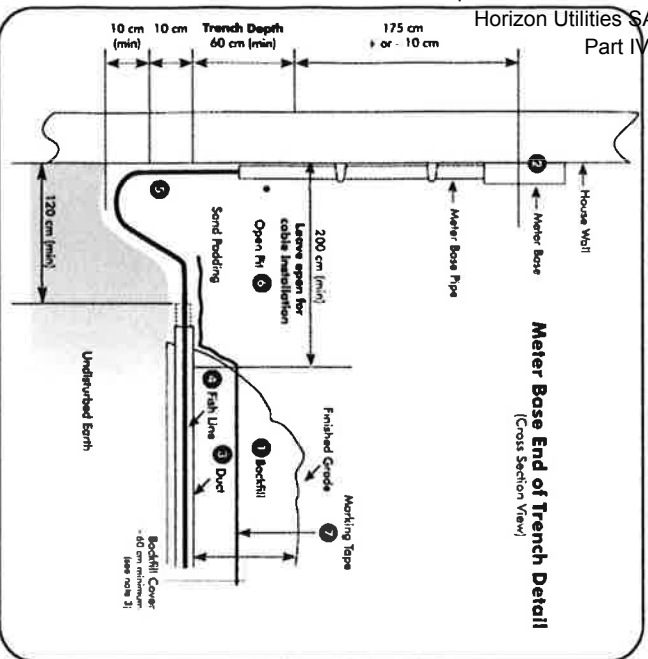
Option A - If at the sole discretion and approval of HydrO One, a continuous length of 4" Red Line Big "O" is used in rock locations in lieu of Type DB2 as specified, the entire trench must remain open for cable installation.

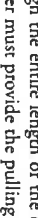
Option B - If at the sole discretion and approval of HydrO One, a continuous length of 4" Red Line Big "O" is used in rock locations in lieu of Type DB2 as specified, the entire trench must remain open for cable installation.

The reference notes below explain HydrO One Networks' Standards for the installation of all HydrO One owned secondary underground cable, regardless of who installs the cable. The diagrams further illustrate these requirements. This will allow HydrO One crews to install the cable without requiring a coordinated site visit with the trench installer, if HydrO One is the chosen installer of the cable. Trench, excluding open pit area, can be backfilled as shown prior to cable installation.

Option A - If at the sole discretion and approval of HydrO One, a continuous length of 4" Red Line Big "O" is used in rock locations in lieu of Type DB2 as specified, the entire trench must remain open for cable installation.

Option B - If at the sole discretion and approval of HydrO One, a continuous length of 4" Red Line Big "O" is used in rock locations in lieu of Type DB2 as specified, the entire trench must remain open for cable installation.



- 1 Backfill:** It must be clean and free of debris to properly protect the duct and to prevent crushing. See item 3 below.
 - 2 Meter Base Assembly:** Install the meter base assembly according to the Electrical Supply Authority guidelines (1-877-421-2228). Meter Base shall be an assembly-type, centre mount with tunnel mount connectors having a minimum outside dimension of 17" x 12" x 4 3/4" (43.2 x 30.5 x 12.1 cm) 200A jumbo, 400A etc. as per Hydro One.
 - 3 Trench and Duct:** The trench should be as straight as possible. However, if a curve is necessary, the bend should be no more than 45 degrees over a 300 cm radius. **The trench depth must provide for a minimum of 60 cm of cover (90 cm under driveways).** "Cover" refers to the distance between grade and the top of the duct. The duct shall be 4" diameter PVC "Type DB2". (Type DB2 duct specifications are governed by the Ontario Electrical Safety Code.) If 60 cm of cover depth is not achievable, the cable installation must comply with ESA standards (Section 12 Rule 12-012 and table 53. It also refers to CSA Standard C22.3 No.7) for shallow cable. The ends of the duct must be capped or bagged to prevent debris and moisture from entering the duct prior to cable installation. Blocked or frozen ducts, preventing Hydro One from completing its portion of the work, will result in an "extra trip charge" being applied.
 - 4 Fish Line:** A 1/4" polypropylene (or equivalent) fish line must be installed through the entire length of the duct. This line is used to install the cable-pulling rope through the duct. Your cable installer must provide the pulling rope and any other accessories (pulling compounds, etc.) needed to install the cable.
 - 5 Ends of Trench:** The cable installer must ensure that the service cable is formed into a semicircular loop below the pipe (bending radius not less than ten times cable diameter) at the meter base and pole end. This loop will prevent damages due to frost movement. The ends of the cable are required to be protected by sand padding above and below the cabling. **Clean mason sand, heated or free of clumps, is to be provided by the civil contractor.**
 - 6 Open Pit Detail:** The duct must extend to the road allowance ideally 120 cm from the cable stake. Your local Hydro One office must approve any changes from this standard.
 - 7 Marking Tape:** A power cable marking tape shall be buried approximately halfway between the installation and grade level.
- 

November 28, 2012

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
27th Floor
Toronto, ON M4P 1E4

ATTN: BOARD SECRETARY

As the representative of the Hamilton-Wentworth Catholic District School Board (HWCDSB), the Board wishes to comment on Ontario Energy Board file #B-2012-0047 and ask for observer status in this matter.

The HWCDSB is currently constructing the Bishop Ryan Catholic Secondary School at the corner of Rymal and Dakota Streets in the City of Hamilton. This building is scheduled for completion in the Fall of 2013. The issue of the designation of our electrical service provider is threatening to severely disrupt the construction schedule and interrupt the education of over 1000 secondary students..

The HWCDSB would much prefer Horizon Utilities to be our service provider for a variety of reasons, including but not limited to the following:

1. Horizon Utilities has provided timely technical information and service with regards to the design of our power connection for Bishop Ryan CSS and the requisite equipment. This is further enhanced by Horizon Utilities being willing and able to supply and maintain a 1.5 KV transformer at no installation cost or maintenance cost to the Board.
2. Hydro One was sent an NCCI request for service to Bishop Ryan on September 24, 2012. As of today's date, no service connection response package has been received, in contravention of the required 60 day response time. This has now severely affected our ability to maintain construction schedules.
3. To the best of our knowledge, Hydro One requires the Board to own and maintain the transformer for the site. This is an onerous unplanned capital cost and a piece of equipment we lack the expertise to effectively manage and maintain.

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4. The Board has approximately 70 electrical services of which all but 6 are with Horizon Utilities. Horizon and the Board have a strong customer service relationship including:
 - Horizon Utilities support for energy management helping the HWCDSB with MUSH sector legislation requiring reduction in energy usage
 - Solar projects in planning stages with Horizon Utilities subsidiaries
 - Excellent communication and support in dealing with electrical and water issues.

No such relation exists with Hydro One.

5. The Bishop Ryan CSS site is currently a Hydro One island completely surrounded by Horizon Utilities customers. It is our belief that a Hydro One power outage could be much more severe than Horizon Utilities supplied power outage. Bishop Ryan CSS site is isolated from other Hydro One facilities. Horizon Utilities would likely have more options to reduce power interruption due to the proximity of its facilities. Power interruption is a critical issue in a school setting.
6. The HWCDSB is currently supplied with power by Hydro One at the St. Matthew Catholic Elementary Site in Binbrook. There have been ongoing power quality supply issues that have frequently disabled portions of our HVAC system and caused considerable occupant discomfort. In addition, power quality issues can be devastating to our computer infrastructure. These power quality issues have not been prevalent at Horizon Utilities supplied schools.

It needs to be re-iterated that the Hamilton-Wentworth Catholic District School Board wishes an immediate resolution of this issue allowing us to choose Horizon Utilities as our preferred electrical supplier.

Regards,

David Morrissey,
Controller of Plant
Hamilton-Wentworth Catholic District School Board

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cc: Dennis O'Leary, Legal Counsel-Horizon Utilities
Jay Shepherd, Canadian Energy Lawyers
Roy Drysdale, Manager of Physical Plant and Construction
Dan Duffie, Architect-Svedas Architects Inc.
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