

Hydro One Networks Inc.

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Susan Frank

Vice President and Chief Regulatory Officer
Regulatory Affairs



BY COURIER

December 19, 2012

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
Suite 2700, 2300 Yonge Street
Toronto, ON.M4P 1E4

Dear Ms. Walli:

EB-2012-0047 – Horizon Utilities Corporation Service Area Amendment – Hydro One Networks’ Updated Information

In their filing of December 17th related to the above mentioned proceeding, Horizon Utilities filed a copy of Hydro One Networks’ Offer to Connect for the Hamilton Wentworth Catholic District School Board relating to the proposed service for Bishop Ryan School. The Hydro One Networks Offer to Connect that Horizon Utilities included in their evidence is out of date.

I am attaching Hydro One’s current Offer to Connect for the Hamilton Wentworth Catholic District School Board for the above mentioned proceeding. This Offer was sent to the customer on Friday December 14th.

An electronic copy of this letter and updated information have been filed using the Board’s Regulatory Electronic Submission System.

Sincerely,

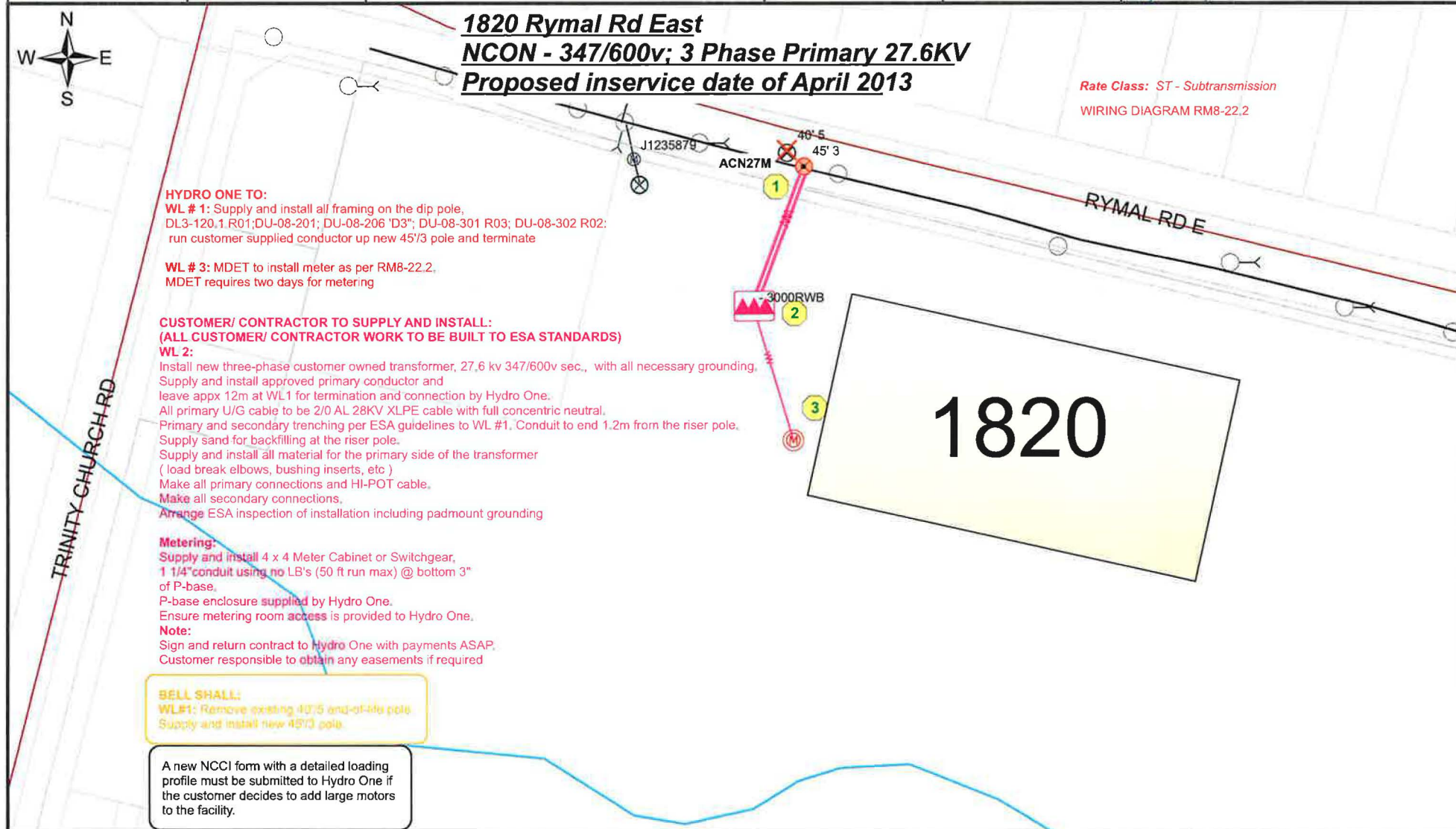
ORIGINAL SIGNED BY SUSAN FRANK

Susan Frank

Electronic Layout

Schedule 'A'

Customer Information		Service Location & Contractor Information		General Information	
Customer:	HAMILTON WENT RC	911 Address:	1820 RYMAL RD E	Date prepared:	12/14/2012
Address:	90 MULBERRY STREET PO BOX 2012 HAMILTON ON L8N3R9	Lot:		Rate Class:	Sub-Transmission
Primary #	905-648-0072	Township:	BINBROOK	D.S.:	Nebo TS
Bus.:		RP#:		Customer Cable:	Yes
Fax:		Sublot:		Feeder:	M5
		Contractor:	David Morrissey	Service Size:	1600
		Ph #:	905 525 2930	Switch:	NEW
		Fax:		Account #:	0
				Transformer:	Customer Owned
				Prepared By:	David DeNoble



This Layout is valid for 6 months from the date prepared. There will be a charge to re-design due to customer initiated changes.		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.		SAP Order #: 60724518		Dep.Date/Time: 9/28/2012 4:15:00 PM
** All work to be done to Electrical Safety Code		CM Number: 00126279		Arr.Date/Time: 9/28/2012 12:00:00 PM		
		Customer #: 0000009999		Sec Voltage: 347/600		

**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: _____

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™



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: 14/Dec/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:

Lot Con EI 283533608
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)

	<u>HYDRO ONE</u>	<u>CONTRACTOR</u>	<u>Description of Other Related Work</u>
Other Related Work	\$ 0.00		
Available Support Based on Rate Class	\$ 0.00	\$ 0.00	
SUB TOTAL	\$ 0.00	\$ 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	\$	0.00
SUB TOTAL	\$	4619.34
HST	\$	600.51
TOTAL	\$	5219.85



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

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:		El 283533608	
Lot	Con	RP#	Sublot#
Twp BINBROOK			
1820 RYMAL RD E, BINBROOK, ON.			

CUSTOMER: Please complete all shaded areas

Acceptance of Terms and Conditions:

This Customer Service Contract (the "Contract") duly executed by the Customer, must be received by Hydro One at the above address within 180 days after the Date Prepared, failing which this Contract is null and void and Hydro One shall have no liability or obligations in respect thereof. The Customer and Hydro One agree that this document when signed by the Customer and accepted by Hydro One, by the signature of its authorized staff, shall be a contract and binding upon the Customer and Hydro One. The Electronic Layout set out in Schedule "A", the Terms and Conditions set out in Schedule "B" and any other Schedule attached hereto are to be read with and form part of the Contract. The parties acknowledge and agree that the above-noted fees are valid for a period of one hundred and eighty (180) days from the Date Prepared.

This Contract may be executed in counterparts and delivered by facsimile, and the counterparts together shall constitute an original.

The Customer acknowledges that upon execution of the Contract, a Hydro One account will set up in the Customer's name for the Service Location identified on Page 1 (the "Account"). The Customer agrees to assume responsibility for charges for services provided to the Service Location and be bound by Hydro One's Conditions of Service, as amended from time to time.

Customer Name:
(print)

Hydro One Networks Inc. HST# 870865821RT0001

Customer Signature:

Staff

Signature:

Date:

FAX #:

905-627-6000

DESIRED COMPLETION DATE:

Work **will not** be scheduled prior to return of signed contract.

PAYMENT METHOD:

AMOUNT \$

(Total amount based on your choices)

Payment must accompany signed contract.

☐ Cheque ☐ Visa ☐ Mastercard

Credit Card #

Exp. Date:

Cardholder Name: (print)

Date:

Card Holder Signature:

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

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.
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.

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.
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
 - (vi) 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.