

**BRANT COUNTY POWER INC., ENWIN UTILITIES LTD. AND ESSEX
POWERLINES CORPORATION (THE "DISTRIBUTORS")**

INTERROGATORIES

OF

HYDRO ONE NETWORKS INC.

ISSUE 1

1. Service Area Amendment Process, Timing and Requirements of the Distribution System Code

Interrogatory #1

Preamble:

The Distributors understand that all or some of the areas and or customers were the subject of one or more prior application to amend the services areas in which Horizon would have obtained the service area and customers. Further, it is understood that neighbouring areas within the Summit Park (i.e. Phase 3) were the subject of service area amendment requests that were supported by Hydro One.

The Multi Service Connection Agreement is dated effective July 27, 2012. This is several weeks after the original filing of the Service Area Amendment process by Horizon.

References:

Hydro One Intervenor Evidence, Page 8 of 15.

Hydro One Intervenor Evidence, *Distribution Area Study for Ancaster and Glanbrook Areas*

Distribution System Code, section 6.3

OEB Decision and Order, EB-2006-0216

Question:

- (a) Please provide a timeline showing the various applications for service area amendments for the Summit Park? Please provide Hydro One's position (oppose, support, did not participate) in each application.
- (b) Please provide a copy of any Hydro One resolution, policy, guideline, procedure, directive or similar document that has constrained, authorized, informed, directed or implemented Hydro One's response to a service area amendment request by a distributor since January 2009.
- (c) When did Hydro One communicate to Horizon the apparent change in position that Hydro One would no longer consent or not oppose a change in service territory in respect of Summit Park Phase 7?
- (d) What communication between Hydro One and Horizon occurred with the preparation of the "*Distribution Area Study for Ancaster and Glanbrook Areas*"?
- (e) Did Hydro One make Horizon aware of the study "*Distribution Area Study for Ancaster and Glanbrook Areas*" prior to filing it as part of this proceeding? If so, when? If not, why not?
- (f) What does the DSC, section 6.3.1 and 6.3.2, obligate a utility to do in responding to another distribution utility? Please provide examples.
- (g) At page 14 of 15, Hydro One states "*pole height and class are not driven by voltage*". Please explain this statement. Please list all factors that "drive" pole height and class?

ISSUE 2

2. Clarification of the Offer to Connect

Interrogatory #2

Preamble:

The Offer to Connect (“**OTC**”) for the developer, Multi Area Developments Inc. has been provided by Hydro One at Appendix D. The Distributors wish to understand the Hydro One OTC provided to Multi Area Developments Inc. (the “**Developer**”).

Hydro One has included a highlighted paragraph at Appendix D, page 2, which states “*Hydro One hereby commits to honouring all the prices stated hereunder in the Agreement, even if it becomes necessary, for any reason, for Hydro One to supply the said subdivision by means of a feeder or feeders other than the feeders stated hereunder in the Agreement.*”

References:

Hydro One, Intervenor Evidence, Appendix C and D.

Questions:

- (a) When did Multi Area Developments Inc. (the “**Developer**”) contact Hydro One Networks regarding the connections contemplated in the OTC - Multi Service Connection Agreement? Please provide a complete timeline for the dealings between Hydro One and the Developer.
- (b) Please confirm the Standard Terms and Conditions, Appendix C, included in the evidence are the version Standard Terms and Conditions V1 06-2011 referenced on page 2 of the OTC in Appendix D. If not, please provide a copy of the “Standard Terms and Conditions V1 06-2011”.
- (c) Please confirm which entity is responsible for the completion of the civil work identified in Schedule B of the Offer to Connect.
- (d) Where is the cost of the work identified in Schedule B included the economic analysis? Please provide specific amounts and pinpoint references.
- (e) In respect of the quotation noted above:
 - (i) Assuming Hydro One must change feeders to supply the Developer and such costs are in excess of those stated in the OTC, who bears such costs – Hydro One’s other ratepayers or Hydro One’s shareholder?

- (ii) Does this also apply in respect of changes that may require Expansion, Upgrades or Upstream Work that may become necessary?
- (f) Who bears the risk if the customer connection forecast is incorrect – the Developer or Hydro One?

AIRD & BERLIS LLP

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January 23, 2013

BY COURIER, EMAIL AND RESS

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
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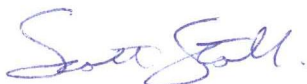
Dear Ms. Walli:

**Re: Brant County Power Inc., Enwin Utilities Ltd. and Essex Powerlines Corporation (The "Distributors")
Interrogatories on Intervenor Evidence
Board File No: EB-2012-0047**

Pursuant to Procedural Order No. 2, please find enclosed two hard copies of the Interrogatories on the Intervenor Evidence of Hydro One Networks Inc., as per the Distributors.

Yours truly,

AIRD & BERLIS LLP



Scott Stoll

SAS/hm
Encl.

cc: EB-2012-0047, All Participants
R. Dimmel, Essex
A. Sasso, EnWin
E. Glasbergen, Brant County