

**EB-2013-\_\_\_\_\_**

**TROUT CREEK WIND ENERGY LP.:  
REQUEST FOR AN AMENDMENT TO  
HYDRO ONE NETWORKS INC.  
DISTRIBUTION LICENSE No. ED-2003-0043**

October 22, 2013

Trout Creek Wind Power Inc.  
Amendment Application

APPLICATION EXHIBIT LIST

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

**AND IN THE MATTER** a request for an order(s) pursuant to section 74(1)(b) amending the distribution license of Hydro One Networks Inc., ED-2003-0043, Schedule 3, sub-paragraph 4(d) which provided an exemption from compliance with sections 6.2.4.1(e) and 6.2.18(a) of the Distribution System Code (“DSC”) in respect of the Trout Creek Wind Farm (Hydro One Connection No. 12,780);

## **APPLICATION**

### **Introduction**

- 1) Trout Creek Wind Energy LP (“**Trout Creek**” or “**Applicant**”) is the owner of a 10MegaWatt wind power project known as the “Trout Creek Wind Farm” (the “**Project**”) near North Bay Ontario.
- 2) Trout Creek Wind Energy LP is a limited partnership formed under the laws of the Province of Ontario, with Trout Creek Wind Energy (GP) Inc., an Ontario corporation owned by Sierra Nevada Power (Ontario) Ltd., as its general partner, and Sierra Nevada Power (Ontario) Ltd. and Schneider Power TC Inc. (formerly Trout Creek Power Inc.), both Ontario corporations, as its limited partners.
- 3) Trout Creek is a subsidiary of Sierra Nevada Power (Ontario) Ltd. (“**Sierra Nevada Power**”) and its exclusive developer of several wind power projects in Ontario is Leader Resources Services Corp. (“**Leader Resources**”).
- 4) Trout Creek and Leader Resources have their head offices in Kincardine, Ontario.
- 5) Leader Resources is a renewable energy company and one of Ontario’s leading wind developers. Leader Resources’ core activity is the development of wind energy projects ranging in size from single-turbine to utility-scale projects.

### Interim Relief

- 6) The Applicant is requesting immediate relief prior to October 30, 2013 at 4:00pm in the form of an Order or Orders of the Board:
  - i) prohibiting Hydro One Networks Inc. ("**Hydro One**") from taking any steps to remove the capacity allocated to the Trout Creek Wind Farm until the final conclusion of this Proceeding.
- 7) The preservation of the current capacity allocation during this hearing is vital to ensuring the Applicant is not irreparably harmed through the loss of the capacity allocation.

### Permanent Relief

- 8) The Applicant request that the Board find the suggested amendment is in the public interest and amend Schedule 3 of the distribution license of Hydro One which currently provides the following exemption:

*4. For the Trout Creek Wind Farm (Hydro One Project #12,780), Hydro One shall be exempted from the current connection cost deposit stipulated in s. 6.2.18(a) of the Distribution System Code (the "DSC") and shall, instead, adhere to the following schedule:*

*(a) \$20,000 per MW of capacity shall be paid by the proponent to Hydro One upon the execution of the Connection Cost Agreement.*

*(b) An additional deposit in the amount of 30% of the total estimated cost, as estimated by Hydro One, less the amount received by Hydro One under paragraph (a) above, shall be paid by the proponent to Hydro One no later than 4 months after the proponent notifies Hydro One that it has completed the Renewable Energy Approval.*

*(c) No later than 180 days after Hydro One receives payment of the amount referenced in paragraph (b) above, Hydro One shall provide to the proponent a construction schedule and a more accurate estimate of the project cost, if such estimate is requested and paid for by the proponent. The payment for the estimate shall be drawn from the deposit to the extent possible.*

*(d) The balance of the total estimated cost, as estimated by Hydro One based upon the best available information, shall be paid by the proponent to Hydro One no later than **June 30, 2015**. If this notification is not **confirmed** by **May 31, 2015**, then the proponent's capacity allocation shall be removed.*



*(e) Hydro One and the proponent shall mutually agree upon an in-service date that is no later than 2 years after Hydro One receives the balance referenced in paragraph (d), above, subject to the following: in cases where a transmission upgrade or new transmission facilities are required, Hydro One and the proponent may agree to an in-service date that is later than two years after Hydro One receives the balance reference in paragraph (d), above.*

- 9) Trout Creek believes this affirmation of existing rights pending the issuance of a decision is consistent with the statutory mandate of the Board and the Board's *Rules of Practice and Procedure*. Further, Trout Creek does not believe such a delay will adversely impact any other party.
- 10) Trout Creek requests the Board proceed without a formal hearing pursuant to section 21(4)(b) of the OEB Act as no party will be adversely impacted by granting the relief sought.

#### **The OEB Act and Amending a License**

- 11) Section 74(1)(b) of the OEB Act permits any person to apply for an amendment to a license. Where the Board finds the amendment is in the public interest, as set out in the *Electricity Act, 1998* S.O. 1998, c.15, Schedule A, (the "*Electricity Act*") the Board may grant such an amendment.

74.(1) The Board may, on the application of any person, amend a licence if it considers the amendment to be,

- (a) necessary to implement a directive issued under this Act; or
- (b) in the public interest, having regard to the objectives of the Board and the purposes of the *Electricity Act, 1998*.

- 12) Wind power is a vital component of the green energy policy, the *Green Energy and Green Economy Act*, and the policies of the Government of Ontario. The purpose of the *Electricity Act*, section 1(d), includes:

- (d) to promote the use of cleaner energy sources and technologies, including alternative energy sources and renewable energy sources, in a manner consistent with the policies of the Government of Ontario;

- 13) Further, this exemption request is not only consistent with, but advances, the objectives of the Board, section 1(1) of the OEB Act, which includes:

- 1(1) 5. To promote the use and generation of electricity from renewable energy sources in a manner consistent with the policies of the Government of Ontario
- 14) The Project will result in significant local investment and approximately 16,400 hours of employment during construction. The project will reduce transmission costs, increase grid stability and reliability for the end consumer as it is located between the two primary power generation hubs in southern and northern Ontario. As such, completion of the project is in the public interest.
- 15) The Applicant is of the view that this proposal is consistent with the principles that neither the distributor nor other ratepayers should be at risk; that the generator pays its fair costs; and that the projects not unduly hold capacity allocations where the project is not progressing through to completion.
- 16) The Applicant has diligently pursued the Project but has been subjected to significant delays as a result of the Ministry of Natural Resources' site release procedure and permitting process and therefore has been unable to complete the studies and permitting for the Project.
- 17) The Ontario Power Authority has recognized 6 months of delay under the Force Majeure provisions of the FIT Contract. Further, the Ontario Power Authority has extended the Milestone Date for Commercial Operation for an additional 12 months as a result of other concerns with the development of renewable energy projects.

#### **The Conduct of the Proceeding**

- 18) This proceeding will be supported with written pre-filed evidence and such additional evidence as the Applicant may request and as may be acceptable to the Board.
- 19) At this time, the Applicant prefers the proceeding take place writing in English.
- 20) The persons that may have an interest in this proceeding includes the Ontario Power Authority, the Independent Electricity System Operator and Hydro One. Trout Creek request the Board not require the placement of notice in the Globe and Mail or similar publication due the lack of impact on other persons and the anticipated cost of more than \$25,000.
- 21) The Applicant requests that communication in respect of this proceeding be conducted in English and be copied to:

The Applicant: Trout Creek Wind Energy LP  
Address: c/o Leader Resources Service Corp.  
147 Mahood Johnston Drive  
Kincardine, ON  
N2Z 3A2

Attention: Mr. Charles Edey  
Telephone: (519) 396-3540  
Fax: (519) 396-3690  
Email: [chuckedey@leaderwind.com](mailto:chuckedey@leaderwind.com)

The Applicant's Counsel: Aird & Berlis LLP  
Address: Suite 1800, Box 754  
Brookfield Place, 181 Bay Street  
Toronto, ON M5J 2T6

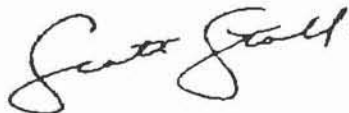
Attention: Mr. Scott A. Stoll  
Telephone: (416) 865-4703  
Fax: (416) 863-1515  
Email: [ssoll@airdberlis.com](mailto:ssoll@airdberlis.com)

- 22) The Applicant requests the Board make such order(s) as are necessary for the scheduling and proper consideration of this Application.
- 23) The Applicant requests the Board render a decision regarding the interim relief stay by October 30, 2013 and request a final decision at the Board's earliest opportunity.

**DATED** October 22, 2013 at Toronto, Ontario.

**TROUT CREEK WIND ENERGY LP.**  
By its Counsel

**AIRD & BERLIS LLP**



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Scott A. Stoll



**Pre-filed Evidence  
of  
Trout Creek Wind Energy LP.**

**Part I. Introduction**

Trout Creek Wind Energy LP (“**Trout Creek**” or the “**Applicant**”), is requesting an amendment of Hydro One Networks Inc.’s (“**Hydro One**”) distribution license ED-2003-0043, schedule 3, sub-paragraph 4(d) (a copy of which is provided at Exhibit B, Tab 1, Schedule 1) to extend the period provided for an exemption from sections 6.2.4.1(e)(i) and 6.2.18(a) of the Distribution System Code (“**DSC**”) as provided in the Board Decision in EB-2011-0209 (Exhibit B, Tab 1, Schedule 2).

The timing requirements of the DSC combined with the lengthy and ever evolving limitations and requirements of the regulatory approvals process for projects on Crown land and the Ontario Power Authority’s (“**OPA’s**”) Feed-In Tariff Program (“**FIT**”) require Trout Creek to seek an amendment to the prior exemption granted by the Board in EB-2011-0209 (Exhibit B, Tab 1, Schedule 2) to align the timing requirements with the development process on Crown lands. The failure to provide the requested relief will likely result in the proposed project, the Trout Creek Wind Farm, being discontinued.

Trout Creek is not suggesting that proper costs of connection are not paid by the generator, but rather, that the front-end loading of such costs prior to be able to complete testing and permitting are potentially fatal to the projects.

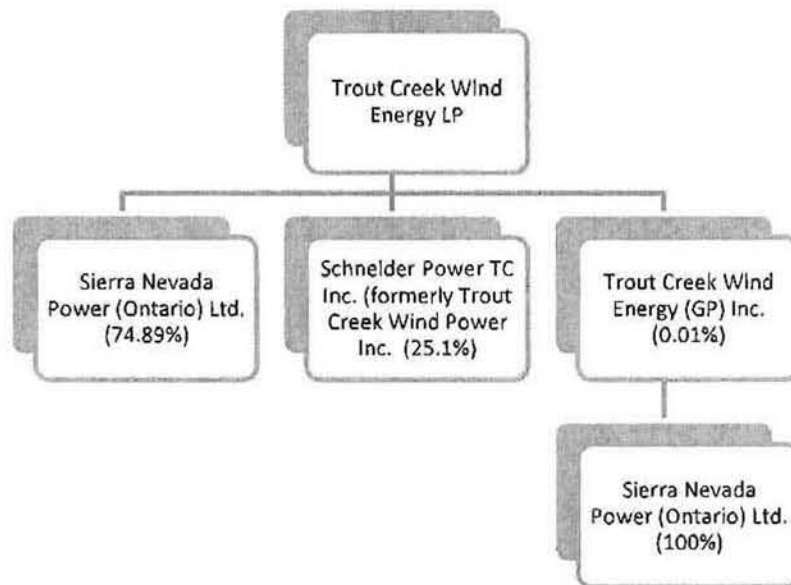
The OPA Contract for the Trout Creek Wind Farm was assigned to Trout Creek Wind Energy LP which was acknowledged by the OPA in the “Assumption and Acknowledgement of Assumption Agreement” dated August 9, 2013, a copy of which is provided at Exhibit B, Tab 1, Schedule 3.

**Part II. The Applicant**

The current ownership structure for Trout Creek Energy LP, the owner of the Trout Creek Wind Farm, is provided Figure 1 below. Sierra Nevada Power (Ontario) Ltd. is an Ontario-based company whose corporate purpose is to fund the acquisition and development of small and mid-sized renewable energy projects in Ontario. Sierra Nevada Power is the owner of four Feed-In Tariff projects: Clarington Wind Farm (10MW), Majestic Wind Farm (2MW), Meyer Wind

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K. Freimanis

- 1 Farm (4MW) and has 200 MW of solar and wind energy projects under development in Ontario.  
2 Leader Resources is the exclusive Ontario developer for Sierra Nevada Power (Ontario) Ltd.  
3 Figure 1. Ownership Structure of the Trout Creek Wind Farm.



4

5 Leader Resources Services Corp. (Leader Resources) is a renewable energy company and one of  
6 Ontario's leading wind developers. Our core activity is the development of wind energy projects  
7 ranging in size from single-turbine to utility-scale projects. Our company also operates and  
8 maintains wind turbines, operates a natural gas facility, and delivers energy conservation  
9 programs. Leader Resources has sited and applied for contracts under Ontario's Feed-In Tariff  
10 Program for projects totaling more than 600 MW and is in process of constructing four other FIT  
11 contracted projects. Mr. Charles ("Chuck") Edey is the President of Leader Resources and is VP  
12 of Trout Creek Wind Energy (GP) Inc., the general partner of the Trout Creek Wind Energy LP,  
13 the owner.

14 Leader Resource's first project was the development and sale of a 200 MW wind generation  
15 facility north of Kincardine, Ontario to Enbridge Inc., which was the largest sale to date at that  
16 time. The project placed 110 Vestas V-82 turbines across agricultural lands. Leader Resource's  
17 goal is to consistently add value to our development projects in a manner that is responsible and  
18 respectful to both our financial partners and the local community. It takes projects through the  
19 complete development cycle from concept through site selection, public consultation, permitting,

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1 construction, and into operations and maintenance. As such, Leader Resources has extensive  
2 knowledge of the permitting and development requirements for wind projects in Ontario.

3 **Part III. The Impact on the Project**

4 The Applicant has sought immediate relief from the need to make the balance of the payments  
5 provided in the Connection Cost Agreement.

6 If immediate relief is not provided, Trout Creek will likely lose its allocated capacity and may  
7 ultimately lose the FIT Contract. If that occurs, Trout Creek would suffer irreparable harm from  
8 the discontinuance of the project. Granting the relief on an interim basis will preserve Trout  
9 Creek's position until this proceeding is concluded without unduly impacting any third parties.

10 **a) The Development Timeline**

11 Trout Creek entered into a FIT Contract with the OPA dated April 30, 2010. A copy of the FIT  
12 Contract Cover Page is found at Exhibit B, Tab 1, Schedule 4. The Milestone Date for  
13 Commercial Operation ("MDCO") was originally April 30, 2013.

14 Pursuant to requests made by Trout Creek under 2 separate claims for extensions in the MDCO,  
15 the OPA agreed to a revised MDCO of October 27, 2014. A copy of the OPA document  
16 confirming the change is provided at Exhibit B, Tab 1, Schedule 5, paragraphs 3 and 4.

17 Pursuant to a FIT Contract Amending Agreement dated April 18, 2013, paragraph 4, the MDCO  
18 was extended by 1 year the OPA and Trout Creek to October 27, 2014. A copy of the FIT  
19 Contract Amending Agreement is found at Exhibit B, Tab 1, Schedule 6.

20 The OPA recognizing the delays in the development of the Trout Creek Wind Project have  
21 extended the completion date since the Board issued its decision in EB-2011-0209.

22 Trout Creek signed the Connection Cost Agreement ("CCA") with Hydro One on June 24, 2011  
23 a copy of which is provided at Exhibit B, Tab 1, Schedule 7. The CCA provides the Connection  
24 Cost Deposit is \$2,843,392.00 and the Expansion Deposit is \$167,736.00. The Total Estimated  
25 Allocated Cost of Construction is \$3,860,000.00. A copy of the Class C Estimate dated March  
26 17, 2011 is provided at Exhibit B, Tab 1, Schedule 8. This CCA to Trout Creek Wind Energy  
27 LP pursuant to an Assignment and Novation Agreement dated September 6, 2013 a copy of  
28 which is provided at Exhibit B, Tab 1, Schedule 9.

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1 Unforeseeable delays in the Ministry of Natural Resources' permitting process, which are  
2 beyond the control of the Applicant, have prevented Trout Creek from completing the  
3 Renewable Energy Approval ("REA") process.

4 Trout Creek has paid to Hydro One the payment of \$200,000 as provided in Schedule 3, sub-  
5 paragraph 4(a)<sup>1</sup> of Hydro One's Distribution License. However, because the pre-conditions for  
6 Schedule 3, sub-paragraphs (b) and (c) have not been met, due to the delays around the  
7 environmental permitting, no additional payments have been made to date by Trout Creek.

8 Sub-Paragraph 4(d) would require the payment of the balance of the monies owing, prior to the  
9 completion of either of the steps being completed in (b) and (c). To date, Trout Creek is not  
10 aware of any monies that have been expended by Hydro One in regards to this project.

11 The delay is largely a result of the project being located on Crown lands in an unorganized  
12 territory. In EB-2011-0209, Trout Creek discussed the delays in achieving Applicant of Record  
13 status. The process for approval relies upon the Ministry of Natural Resources ("MNR") and the  
14 Ministry of the Environment ("MOE") for the timely approval of various permits in order to be  
15 able to complete the REA process.

16 Being on Crown land requires permits for all layout works including resource measurement  
17 (wind assessment) and geotechnical engineering works. Natural Heritage Record Reviews, Site  
18 Investigations, Evaluation of Significance and Environmental Impact Studies are required to  
19 benchmark and assess the risk, mitigation and post construction monitoring of bird and bat  
20 mortalities at the least. Water Body assessments follow similar guidelines to develop a project.  
21 Archaeological and Cultural Heritage assessments are required requiring the engagement of the  
22 Ministry of Tourism, Culture and Sport (MTCS) and consulting with Aboriginal groups in the  
23 subjected region. This site work is required to submit Design and Operations Reports,  
24 Construction Plan Reports, and Project Description Report under the REA.

25 Approvals and documentation falls under the Approval and Permitting Requirements Document  
26 that is subsequent to the REA application. In essence, the approval of the Project requires two  
27 disparate paths; one with the MOE and one with the MNR. Both are equally required but fall  
28 under very different legislative requirements adding to complexities, delays with correspondence  
29 and permitting and increased consultation for Crown land.

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<sup>1</sup> Hydro One's License.

1 The REA process is meant to have a positive impact on timelines to achieve the Feed-in Tariff  
2 (FIT) milestone commercial operation dates. However, combined with the already strict  
3 requirements associated with development on Crown land, the REA has proven extremely  
4 onerous. On Crown land we quite often are required to go through third party government  
5 bodies to speak to the relevant parties, receive permits or adhere to consultation requirements. In  
6 many cases this process is required prior to commencing any of the REA activities required thus  
7 adding appreciable delays to the Project. For example, Applicant of Record status in the site  
8 release process must occur prior to beginning the REA process, site works permitting and  
9 forestry removal licensing is required prior to assessing geotechnical or wind conditions, and  
10 consultation with the Aboriginal communities often must go through the MNR before REA  
11 consultation processes can be achieved.

12 A wind developer is required by the REA process to include municipalities in the general  
13 consultation process and to consult with multiple Aboriginal communities that may have  
14 interests in the area. For this project, the turbine sites are located in an unorganized municipality  
15 requiring consultation with the Thunder Bay unorganized municipality central offices and with  
16 multiple local organizations and service boards alongside the MPP's. This has further  
17 complicated the development of the project.

18 The delay has compromised the schedule for Project development to the extent that the Applicant  
19 will not be able to meet the milestones and deadlines established in the FIT Contract, all of  
20 which was beyond the control of the Applicant.

21 Trout Creek is scheduled to submit the REA Application prior to the end of 2013. The MOE  
22 was to provide a guaranteed review period of six months commencing upon submission of a  
23 complete REA application. However, it is taking as much as an additional 6 month window to  
24 determine the adequacy of the REA application prior to the formal review period by the MOE.  
25 Across the industry and across our Project's currently in submission we have not seen the MOE  
26 able to maintain their six month service window. However, in this Project's case, with the  
27 additional requirements set for Crown land by the MNR, we require additional field work,  
28 permitting and consultation such that the REA for this wind facility given these constraints needs  
29 an extension on its time for completion.

30 The significance and lack of control available to Trout Creek to prevent these delays is evident in  
31 the MDCO under the FIT Contract being extended by 18 months as a result of *force majeure*  
32 applications to OPA.

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1       c) **Feed-In Tariff Contract**

2       As provided in EB-2011-0209, the FIT Contract, Exhibit B, Tab 11 in that proceeding, prescribes  
3       certain milestone events for projects. For most projects, the MDCO is 3 years from executing  
4       the contract. Under the FIT program, the OPA retains the sole and absolute discretion to  
5       terminate any contract prior to the issuance of Notice To Proceed ("NTP"), pursuant to section  
6       2.4(a) reproduced below.

7               **2.4 Notice to Proceed**

8               (a)     Until the OPA issue Notice to Proceed to the Applicant, and the Applicant has  
9                       provided to the OPA the Incremental NTP Security in accordance with 2.4(g), the  
10                      OPA may terminate this Agreement in **its sole and absolute discretion** by notice  
11                      to the Applicant and all Completion and Performance Security shall be returned or  
12                      refunded (as applicable) to the Applicant within 20 Business Days following  
13                      receipt of a written require for such return or refund (as applicable) from the  
14                      Applicant.

15       Therefore, prior to the issuance of NTP, Trout Creek is completely at risk for any monies paid in  
16       excess of any termination payment by the OPA. Lenders are justifiably hesitant to advance  
17       funding until assured the project will be constructed. The FIT Contract then provides the  
18       following list of prerequisites to being able to request NTP from the OPA.

19               **Section 2.4    Notice to Proceed**

20               (b)     The OPA shall not issue Notice to Proceed in accordance with this Section 2.4  
21                       until the Applicant provides the OPA with an NTP Request in the Prescribed  
22                       Form, and provided such NTP Request is complete in all respects. An NTP  
23                       Request shall not be complete unless it includes all of the following (the "**NTP**  
24                       **Pre-requisites**"):

25                      (i)     documentation of the completed Renewable Energy Approval, if  
26                               applicable, and any other equivalent environmental and site plan approvals  
27                               or permits necessary for the construction of the Contract Facility to  
28                               commence;

29                      (ii)    a completed financing plan in the Prescribed Form, listing all sources of  
30                               equity or debt financing for the development of the Contract Facility along

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1 with signed commitment letters from sources of financing representing  
2 collectively at least 50% of the expected development costs, stating their  
3 agreement in principle to provide the necessary financing, which  
4 commitment(s) may be conditional on the issuance of Notice to Proceed  
5 (the "**Financing Plan**");

6 (iii) where (A) the FIT Contract Cover Page identifies the Renewable Fuel of  
7 the Contract Facility as solar (PV) or (B) the FIT Contract Cover Page  
8 identifies the Renewable Fuel of the Contract Facility as wind power and  
9 the Contract Capacity is greater than 10kW, a plan in the Prescribed Form  
10 setting out how the Applicant intends to meet the Minimum Required  
11 Domestic Content Level (the "Domestic Content Plan"); and

12 (iv) documentation of the time and date of application for, and the completion  
13 of, all Impact Assessments required by the Distribution System Code or  
14 the Transmission System Code as applicable.

15 In order to make a request for NTP, a wind power developer is required to have completed the  
16 REA; provide a domestic content plan; provide a financing plan and have completed the  
17 necessary Impact Assessments. Without these three prerequisites, the developer is at risk the  
18 OPA may terminate the FIT Contract. As such, if required to make the payment for the balance  
19 of the monies owing to Hydro One under the CCA, this payment must be funded by the owner.

20 A FIT Contract is a prerequisite to obtaining debt financing for a project but is not a guarantee to  
21 having a lender commit to the project let alone advance funding. At the time the FIT Contract is  
22 issued the developer has its cost projections but not sufficient certainty to obtain debt. For wind  
23 projects, debt will most often be advanced after Notice to Proceed, once the proponent has  
24 satisfied subsequent permitting requirements and/or obtained tenure. In general, to obtain debt  
25 financing, the waterpower developer will need to have obtained:

26 (a) Connection Cost Estimate (+/-10 at construction);

27 (b) Construction Estimate based upon sufficiently advanced design to provide the  
28 required certainty;

29 (c) Permits;

30 (d) Tenure

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Mr. Edey, President of Leader Resources, believes the delays in the MNR process do not permit Trout Creek to obtain funding and therefore are unable provide the full CCD payment at this specific time as required by the provisions of the exemption in the Hydro One license. Trout Creek is an experienced developer and confident the Project will proceed if the requested exemption is granted.

**PART IV. The Proposed Amendment**

**(i) The Proposed Amendment**

Schedule 3 of the distribution license of Hydro One which currently provides the following exemption:

*4. For the Trout Creek Wind Farm (Hydro One Project #12,780), Hydro One shall be exempted from the current connection cost deposit stipulated in s. 6.2.18(a) of the Distribution System Code (the "DSC") and shall, instead, adhere to the following schedule:*

*(a) \$20,000 per MW of capacity shall be paid by the proponent to Hydro One upon the execution of the Connection Cost Agreement.*

*(b) An additional deposit in the amount of 30% of the total estimated cost, as estimated by Hydro One, less the amount received by Hydro One under paragraph (a) above, shall be paid by the proponent to Hydro One no later than 4 months after the proponent notifies Hydro One that it has completed the Renewable Energy Approval.*

*(c) No later than 180 days after Hydro One receives payment of the amount referenced in paragraph (b) above, Hydro One shall provide to the proponent a construction schedule and a more accurate estimate of the project cost, if such estimate is requested and paid for by the proponent. The payment for the estimate shall be drawn from the deposit to the extent possible.*

*(d) The balance of the total estimated cost, as estimated by Hydro One based upon the best available information, shall be paid by the proponent to Hydro One no later than 30 days after the proponent notifies Hydro One that it is proceeding to construction. If this notification is not given by September 30, 2013, then the proponent's capacity allocation shall be removed.*

*(e) Hydro One and the proponent shall mutually agree upon an in-service date that is no later than 2 years after Hydro One receives the balance referenced in paragraph (d).*

1           *above, subject to the following: in cases where a transmission upgrade or new*  
2           *transmission facilities.*

3 Trout Creek has requested that the Board find the suggested amendment is in the public interest  
4 and amend Schedule 3, paragraph 4(d) of the distribution license of Hydro One to read as  
5 follows (changes appear in bold text):

6           (d)     *The balance of the total estimated cost, as estimated by Hydro One based upon*  
7                   *the best available information, shall be paid by the proponent to Hydro One no*  
8                   *later than **June 30, 2015**. If this notification is not confirmed by **May 31, 2015**,*  
9                   *then the proponent's capacity allocation shall be removed.*

10 Trout Creek is of the view that this proposal is consistent with the principles that the distributor  
11 should not be at risk; that the generator pays its fair costs; and that the projects not unduly hold  
12 capacity allocations where the project is not progressing through to completion. The delays have  
13 been due to circumstances beyond the control of Trout Creek which has been recognized by the  
14 OPA.

15 **Summary:**

16 Trout Creek has been diligently moving the project through the development process as quickly  
17 as possible. The FIT Contract includes provisions for Force Majeure events that may extend the  
18 Milestone Date for Commercial Operation as the OPA has recognized that certain events are  
19 beyond the control of the developer and the developer should not be harmed for such delays.

20 While the FIT Contract and the CCA recognizes Force Majeure events may occur, there is no  
21 automatic connection to the timing obligations imposed by the DSC or the exemption provided  
22 in EB-2011-0209. Therefore, in the present case, the OPA has granted 18 months of extensions  
23 of the MDCO since the Decision in EB-2011-0209 but there is no corresponding relief in the  
24 form of a change to Schedule 3, paragraph 4 of Hydro One's license. This creates a disconnect  
25 for the developer such that obligations to make substantial payments are occurring much earlier  
26 in the development cycle and prior to lenders/financiers having sufficient comfort to advance  
27 monies.

28 Trout Creek does not wish to avoid any appropriate costs for connection or to place Hydro One  
29 and its ratepayers at any additional risks but rather wants to align Trout Creek's payment  
30 obligations with the regulatory process.

Witness: C. Edey  
K. Freimanis

1 **PART V. The Test for Granting Amendments**

2 (i) **Public Interest Test**

3 Trout Creek has requested the Board amend the license of Hydro One to provide an exemption to  
4 certain sections of the DSC. Trout Creek's concern is with the current process established by the  
5 DSC. The authority of the Board to amend a license is established by Section 74(1)(b) of the  
6 OEB Act which permits any person to apply for an amendment to a license.

7 74.(1) The Board may, on the application of any person, amend a licence if it considers  
8 the amendment to be,

9 (a) necessary to implement a directive issued under this Act; or

10 (b) in the public interest, having regard to the objectives of the Board and the purposes of  
11 the *Electricity Act*.

12 The test applied by the Board in considering an amendment is whether the proposed amendment  
13 is in the public interest having regard to the purposes of the *Electricity Act, 1998*.<sup>2</sup> The "public  
14 interest" mandate of the Board is further informed by the objectives of the Board provided in  
15 section 1(1) of the OEB Act, the directly relevant sections of which are reproduced below:

16 1(1) The Board, in carrying out its responsibilities under this or any other Act in  
17 relation to electricity, shall be guided by the following objectives:

- 18 1. To protect the interests of consumers with respect to prices and the adequacy,  
19 reliability and quality of electricity service.
- 20 2. To promote economic efficiency and cost effectiveness in the generation,  
21 transmission, distribution, sale and demand management of electricity and to  
22 facilitate the maintenance of a financially viable electricity industry.
- 23 5. To promote the use and generation of electricity from renewable energy  
24 sources in a manner consistent with the policies of the Government of  
25 Ontario, including the timely expansion or reinforcement of transmission  
26 systems and distribution systems to accommodate the connection of  
27 renewable energy generation facilities.

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<sup>2</sup> S.O. 1998, c.15, Schedule A.



(2) In exercising its powers and performing its duties under this or any other Act in relation to electricity, the Board shall facilitate the implementation of all integrated power system plans approved under the *Electricity Act, 1998*.

As noted above the Board is to have regard to the purposes of the *Electricity Act*, the relevant of which are reproduced below.

**Electricity Act**

1. The purposes of this Act,

(a) to ensure the adequacy, safety, sustainability and reliability of electricity supply in Ontario through responsible planning and management of electricity resources, supply and demand;

(d) to promote the use of cleaner energy sources and technologies, including alternative energy sources and renewable energy sources, in a manner consistent with the policies of the Government of Ontario;

(e) to provide generators, retailers and consumers with non-discriminatory access to transmission and distribution systems in Ontario;

(f) to protect the interests of consumers with respect to prices and the adequacy, reliability and quality of electricity service;

(g) to promote economic efficiency and sustainability in the generation, transmission, distribution and sale of electricity;

The proposed exemption will enable the development of the Trout Creek Wind Farm and advance the public interest by ensuring electricity is generated from renewable energy sources in a cost effective manner.

The Long Term Energy Plan includes wind as a key element in the Ontario electricity supply mix.

Renewable energy—wind, solar, hydro, and bioenergy — is an important part of the supply mix. Once the initial investment is made in equipment and infrastructure, fuel cost and greenhouse gas emissions are zero or very low. Renewable energy makes it possible to generate electricity in urban and rural areas where it was not feasible before.<sup>3</sup>

<sup>3</sup> Exhibit B, Tab, 1, Schedule 3, page 10.

1 Ontario will continue to develop its renewable energy potential over the next decade. Based on  
2 the medium growth electricity demand outlook, a forecast of 10,700 MW of renewable capacity  
3 (wind, solar, and bioenergy) as part the supply mix by 2018 is anticipated. This forecast is based  
4 on planned transmission expansion, overall demand for electricity and the ability to integrate  
5 renewables into the system. This target will be equivalent to meeting the annual electricity  
6 requirements of two million homes.<sup>4</sup>

7 The Trout Creek Wind Farm will serve the public interest in the following ways:

- 8 ❖ The Project will result in significant local investment and approximately 16,400 hours  
9 of employment during construction. Schneider Power has a long-standing reputation  
10 of using local trades for its construction projects, whereas the balance of plant is  
11 anticipated to be built with a local materials and labour content in excess of 60%.
- 12 ❖ The project will reduce transmission costs, increase grid stability and reliability for  
13 the end consumer as it is located between the two primary power generation hubs in  
14 southern and northern Ontario.

15 15617719.1

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<sup>4</sup> Exhibit B, Tab 1, Schedule 3, page 31.





# Electricity Distribution Licence

**ED-2003-0043**

**Hydro One Networks Inc.**

Valid Until

September 28, 2024

*Original signed by*

---

Theodore Antonopoulos  
Manager, Electricity Rates  
Ontario Energy Board

Date of Issuance: September 29, 2004  
Date of Last Amendment: December 21, 2012

Ontario Energy Board  
P.O. Box 2319  
2300 Yonge Street  
27<sup>th</sup> Floor  
Toronto ON M4P 1E4

Commission de l'énergie de l'Ontario  
C.P. 2319  
2300, rue Yonge  
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Toronto ON M4P 1E4

**LIST OF AMENDMENTS**

| <b>Board File No.</b> | <b>Date of Amendment</b> |
|-----------------------|--------------------------|
| EB-2005-0286          | October 12, 2005         |
| EB-2007-0688          | November 26, 2007        |
| EB-2007-0912          | February 1, 2008         |
| EB-2007-0916          | February 27, 2008        |
| EB-2007-0968          | March 20, 2008           |
| EB-2007-0792          | April 4, 2008            |
| EB-2007-0933          | June 26, 2008            |
| EB-2007-0917          | July 25, 2008            |
| EB-2008-0269          | October 22, 2008         |
| EB-2009-0148          | June 3, 2009             |
| EB-2009-0325          | November 24, 2009        |
| EB-2009-0325          | December 14, 2009        |
| EB-2010-0172          | August 26, 2010          |
| EB-2010-0215          | November 12, 2010        |
| EB-2010-0282          | January 13, 2011         |
| EB-2010-0229          | March 7, 2011            |
| EB-2010-0398          | March 29, 2011           |
| EB-2011-0018          | April 25, 2011           |
| EB-2011-0067          | May 18, 2011             |
| EB-2011-0209          | September 12, 2011       |
| EB-2011-0118          | October 11, 2011         |
| EB-2011-0321          | November 9, 2011         |
| EB-2012-0007          | March 8, 2012            |
| EB-2012-0088          | May 10, 2012             |
| EB-2012-0204          | July 5, 2012             |
| EB-2012-0305          | September 27, 2012       |
| EB-2012-0343          | November 8, 2012         |
| EB-2012-0384          | December 21, 2012        |

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Hydro One Networks Inc.  
Electricity Distribution Licence ED-2003-0043

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1 Definitions

In this Licence:

"Accounting Procedures Handbook" means the handbook, approved by the Board which specifies the accounting records, accounting principles and accounting separation standards to be followed by the Licensee;

"Act" means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

"Affiliate Relationships Code for Electricity Distributors and Transmitters" means the code, approved by the Board which, among other things, establishes the standards and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies;

"Conservation and Demand Management" and "CDM" means distribution activities and programs to reduce electricity consumption and peak provincial electricity demand;

"Conservation and Demand Management Code for Electricity Distributors" means the code approved by the Board which, among other things, establishes the rules and obligations surrounding Board approved programs to help distributors meet their CDM Targets;

"distribution services" means services related to the distribution of electricity and the services the Board has required distributors to carry out, including the sales of electricity to consumers under section 29 of the Act, for which a charge or rate has been established in the Rate Order;

"Distribution System Code" means the code approved by the Board which, among other things, establishes the obligations of the distributor with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards of distribution systems;

"Electricity Act" means the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A;

"Licensee" means Hydro One Networks Inc.

"Market Rules" means the rules made under section 32 of the Electricity Act;

"Net Annual Peak Demand Energy Savings Target" means the reduction in a distributor's peak electricity demand persisting at the end of the four-year period (i.e. December 31, 2014) that coincides with the provincial peak electricity demand that is associated with the implementation of CDM Programs;

"Net Cumulative Energy Savings Target" means the total amount of reduction in electricity consumption associated with the implementation of CDM Programs between 2011-2014;

"OPA" means the Ontario Power Authority;



"Performance Standards" means the performance targets for the distribution and connection activities of the Licensee as established by the Board in accordance with section 83 of the Act;

"Provincial Brand" means any mark or logo that the Province has used or is using, created or to be created by or on behalf of the Province, and which will be identified to the Board by the Ministry as a provincial mark or logo for its conservation programs;

"Rate Order" means an Order or Orders of the Board establishing rates the Licensee is permitted to charge;

"regulation" means a regulation made under the Act or the Electricity Act;

"Retail Settlement Code" means the code approved by the Board which, among other things, establishes a distributor's obligations and responsibilities associated with financial settlement among retailers and consumers and provides for tracking and facilitating consumer transfers among competitive retailers;

"service area" with respect to a distributor, means the area in which the distributor is authorized by its licence to distribute electricity;

"Standard Supply Service Code" means the code approved by the Board which, among other things, establishes the minimum conditions that a distributor must meet in carrying out its obligations to sell electricity under section 29 of the Electricity Act;

"wholesaler" means a person that purchases electricity or ancillary services in the IESO administered markets or directly from a generator or, a person who sells electricity or ancillary services through the IESO-administered markets or directly to another person other than a consumer.

## **2 Interpretation**

- 2.1 In this Licence, words and phrases shall have the meaning ascribed to them in the Act or the Electricity Act. Words or phrases importing the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of the Licence. Any reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document. In the computation of time under this Licence, where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens and where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

## **3 Authorization**

- 3.1 The Licensee is authorized, under Part V of the Act and subject to the terms and conditions set out in this Licence:
- a) to own and operate a distribution system in the service area described in Schedule 1 of this Licence;

- b) to retail electricity for the purposes of fulfilling its obligation under section 29 of the Electricity Act in the manner specified in Schedule 2 of this Licence; and
- c) to act as a wholesaler for the purposes of fulfilling its obligations under the Retail Settlement Code or under section 29 of the Electricity Act.

**4 Obligation to Comply with Legislation, Regulations and Market Rules**

- 4.1 The Licensee shall comply with all applicable provisions of the Act and the Electricity Act and regulations under these Acts, except where the Licensee has been exempted from such compliance by regulation.
- 4.2 The Licensee shall comply with all applicable Market Rules.

**5 Obligation to Comply with Codes**

- 5.1 The Licensee shall at all times comply with the following Codes (collectively the "Codes") approved by the Board, except where the Licensee has been specifically exempted from such compliance by the Board. Any exemptions granted to the Licensee are set out in Schedule 3 of this Licence. The following Codes apply to this Licence:

- a) the Affiliate Relationships Code for Electricity Distributors and Transmitters;
- b) the Distribution System Code;
- c) the Retail Settlement Code; and
- d) the Standard Supply Service Code.

- 5.2 The Licensee shall:

- a) make a copy of the Codes available for inspection by members of the public at its head office and regional offices during normal business hours; and
- b) provide a copy of the Codes to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

**6 Obligation to Provide Non-discriminatory Access**

- 6.1 The Licensee shall, upon the request of a consumer, generator or retailer, provide such consumer, generator or retailer with access to the Licensee's distribution system and shall convey electricity on behalf of such consumer, generator or retailer in accordance with the terms of this Licence.

**7 Obligation to Connect**

- 7.1 The Licensee shall connect a building to its distribution system if:

- a) the building lies along any of the lines of the distributor's distribution system; and

- b) the owner, occupant or other person in charge of the building requests the connection in writing.
- 7.2 The Licensee shall make an offer to connect a building to its distribution system if:
  - a) the building is within the Licensee's service area as described in Schedule 1; and
  - b) the owner, occupant or other person in charge of the building requests the connection in writing.
- 7.3 The terms of such connection or offer to connect shall be fair and reasonable and made in accordance with the Distribution System Code, and the Licensee's Rate Order as approved by the Board.
- 7.4 The Licensee shall not refuse to connect or refuse to make an offer to connect unless it is permitted to do so by the Act or a regulation or any Codes to which the Licensee is obligated to comply with as a condition of this Licence.
- 8 Obligation to Sell Electricity**
- 8.1 The Licensee shall fulfill its obligation under section 29 of the Electricity Act to sell electricity in accordance with the requirements established in the Standard Supply Service Code, the Retail Settlement Code and the Licensee's Rate Order as approved by the Board.
- 9 Obligation to Maintain System Integrity**
- 9.1 The Licensee shall maintain its distribution system in accordance with the standards established in the Distribution System Code and Market Rules, and have regard to any other recognized industry operating or planning standards adopted by the Board.
- 10 Market Power Mitigation Rebates**
- 10.1 The Licensee shall comply with the pass through of Ontario Power Generation rebate conditions set out in Appendix A of this Licence.
- 11 Distribution Rates**
- 11.1 The Licensee shall not charge for connection to the distribution system, the distribution of electricity or the retailing of electricity to meet its obligation under section 29 of the Electricity Act except in accordance with a Rate Order of the Board.
- 12 Separation of Business Activities**
- 12.1 The Licensee shall keep financial records associated with distributing electricity separate from its financial records associated with transmitting electricity or other activities in accordance with the Accounting Procedures Handbook and as otherwise required by the Board.

**13 Expansion of Distribution System**

- 13.1 The Licensee shall not construct, expand or reinforce an electricity distribution system or make an interconnection except in accordance with the Act and Regulations, the Distribution System Code and applicable provisions of the Market Rules.
- 13.2 In order to ensure and maintain system integrity or reliable and adequate capacity and supply of electricity, the Board may order the Licensee to expand or reinforce its distribution system in accordance with Market Rules and the Distribution System Code, or in such a manner as the Board may determine.

**14 Provision of Information to the Board**

- 14.1 The Licensee shall maintain records of and provide, in the manner and form determined by the Board, such information as the Board may require from time to time.
- 14.2 Without limiting the generality of paragraph 14.1, the Licensee shall notify the Board of any material change in circumstances that adversely affects or is likely to adversely affect the business, operations or assets of the Licensee as soon as practicable, but in any event no more than twenty (20) days past the date upon which such change occurs.
- 14.3 The Licensee shall:
- a) immediately notify the Board in writing of the notice; and
  - b) provide a plan to the Board as soon as possible, but no later than ten (10) days after the receipt of the notice, as to how the affected distribution services will be maintained in compliance with the terms of this Licence.

**15 Restrictions on Provision of Information**

- 15.1 The Licensee shall not use information regarding a consumer, retailer, wholesaler or generator obtained for one purpose for any other purpose without the written consent of the consumer, retailer, wholesaler or generator.
- 15.2 The Licensee shall not disclose information regarding a consumer, retailer, wholesaler or generator to any other party without the written consent of the consumer, retailer, wholesaler or generator, except where such information is required to be disclosed:
- a) to comply with any legislative or regulatory requirements, including the conditions of this Licence;
  - b) for billing, settlement or market operations purposes;
  - c) for law enforcement purposes; or
  - d) to a debt collection agency for the processing of past due accounts of the consumer, retailer, wholesaler or generator.



- 15.3 The Licensee may disclose information regarding consumers, retailers, wholesalers or generators where the information has been sufficiently aggregated such that their particular information cannot reasonably be identified.
- 15.4 The Licensee shall inform consumers, retailers, wholesalers and generators of the conditions under which their information may be released to a third party without their consent.
- 15.5 If the Licensee discloses information under this section, the Licensee shall ensure that the information provided will not be used for any other purpose except the purpose for which it was disclosed.

**16 Customer Complaint and Dispute Resolution**

- 16.1 The Licensee shall:
- a) have a process for resolving disputes with customers that deals with disputes in a fair, reasonable and timely manner;
  - b) publish information which will make its customers aware of and help them to use its dispute resolution process;
  - c) make a copy of the dispute resolution process available for inspection by members of the public at each of the Licensee's premises during normal business hours;
  - d) give or send free of charge a copy of the process to any person who reasonably requests it; and
  - e) subscribe to and refer unresolved complaints to an independent third party complaints resolution service provider selected by the Board. This condition will become effective on a date to be determined by the Board. The Board will provide reasonable notice to the Licensee of the date this condition becomes effective.

**17 Term of Licence**

- 17.1 This Licence shall take effect on September 29, 2004 and expire on September 28, 2024. The term of this Licence may be extended by the Board.

**18 Fees and Assessments**

- 18.1 The Licensee shall pay all fees charged and amounts assessed by the Board.

**19 Communication**

- 19.1 The Licensee shall designate a person that will act as a primary contact with the Board on matters related to this Licence. The Licensee shall notify the Board promptly should the contact details change.
- 19.2 All official communication relating to this Licence shall be in writing.
- 19.3 All written communication is to be regarded as having been given by the sender and received by the addressee:

- a) when delivered in person to the addressee by hand, by registered mail or by courier;
- b) ten (10) business days after the date of posting if the communication is sent by regular mail; and
- c) when received by facsimile transmission by the addressee, according to the sender's transmission report.

**20 Copies of the Licence**

**20.1 The Licensee shall:**

- a) make a copy of this Licence available for inspection by members of the public at its head office and regional offices during normal business hours; and
- b) provide a copy of this Licence to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

**21 Conservation and Demand Management**

21.1 The Licensee shall achieve reductions in electricity consumption and reductions in peak provincial electricity demand through the delivery of CDM programs. The Licensee shall meet its 2014 Net Annual Peak Demand Savings Target of 213,660 MW, and its 2011-2014 Net Cumulative Energy Savings Target of 1,130,210 GWh (collectively the "CDM Targets"), over a four-year period beginning January 1, 2011.

**21.2 The Licensee shall meet its CDM Targets through:**

- a) the delivery of Board approved CDM Programs delivered in the Licensee's service area ("Board-Approved CDM Programs");
- b) the delivery of CDM Programs that are made available by the OPA to distributors in the Licensee's service area under contract with the OPA ("OPA-Contracted Province-Wide CDM Programs"); or
- c) a combination of a) and b).

21.3 The Licensee shall make its best efforts to deliver a mix of CDM Programs to all consumer types in the Licensee's service area.

21.4 The Licensee shall comply with the rules mandated by the Board's Conservation and Demand Management Code for Electricity Distributors.

21.5 The Licensee shall utilize the common Provincial brand, once available, with all Board-Approved CDM Programs, OPA-Contracted Province-Wide Programs, and in conjunction with or co-branded with the Licensee's own brand or marks.

**SCHEDULE 1                      DEFINITION OF DISTRIBUTION SERVICE AREA**

This Schedule specifies the area in which the Licensee is authorized to distribute and sell electricity in accordance with paragraph 8.1 of this Licence.

1.        Municipalities as set out in Appendix B – Tab 1.
2.        First Nation Reserves as set out in Appendix B – Tab 2.
3.        Unorganized Townships as set out in Appendix B – Tab 3.
4.        Municipalities in which a portion of the municipality is served by the Licensee and another portion of the municipality is served by another distributor, as set out in Appendix B – Tab 4.
5.        Consumers embedded within another distributor but served by the Licensee as set out in Appendix B – Tab 5.

**SCHEDULE 2                      PROVISION OF STANDARD SUPPLY SERVICE**

This Schedule specifies the manner in which the Licensee is authorized to retail electricity for the purposes of fulfilling its obligation under section 29 of the Electricity Act.

1.        The Licensee is authorized to retail electricity directly to consumers within its service area in accordance with paragraph 8.1 of this Licence, any applicable exemptions to this Licence, and at the rates set out in the Rate Orders.



### SCHEDULE 3 LIST OF CODE EXEMPTIONS

This Schedule specifies any specific Code requirements from which the Licensee has been exempted.

1. The Licensee is exempt from the provisions of the Standard Supply Service Code for Electricity Distributors requiring time-of-use pricing for RPP consumers with eligible time-of-use meters, as of the mandatory date. This exemption applies only for service to approximately 122,000 of the identified hard to reach customers who, as of October 31, 2012 and as per Decision and Order EB-2012-0384, are outside the reach of the Licensee's smart meter telecommunications infrastructure. This exemption expires December 31, 2014.
2. The Licensee is exempt from the requirement of section 6.2.4.1e(i) of the Distribution System Code with respect to the following 12 generation projects, as per the Board's Decision and Order in EB-2010-0229:

| Project ID | Generator Name                                 | Project Name                      |
|------------|--|-----------------------------------|
| 11,690     | Grand Valley Wind Farms Inc.                   | Grand Valley Wind Farms (Phase 2) |
| 11,700     | Invenergy Wind Centre ULC                      | Conestogo Wind Centre 2           |
| 11,720     | Conestogo Wind, LP                             | Conestogo Wind Centre             |
| 11,870     | International Power Canada, Inc.               | Plateau I and II Wind             |
| 12,270     | Pukwis Wind Partner Inc. & Pukwis Energy Co-op | Pukwis Community Wind Park        |
| 12,290     | Glead Power Corporation                        | 22.5 MW Ostrander Wind Farm       |
| 12,430     | Grey Highlands Clean Energy LP                 | Grey Highlands Clean Energy       |
| 12,610     | ZEP Wind Farm Ganaraska LP                     | ZEP Wind Farm Ganaraska           |
| 12,750     | Clean Breeze Wind Park LP                      | Clean Breeze Wind Park            |
| 12,800     | Southbranch Wind Farm Inc.                     | Southbranch Wind Farm             |
| 12,810     | WPD Canada Corporation                         | Sumac Ridge Wind Farm             |
| 12,860     | WPD Canada Corporation                         | Fairview Wind Farm                |

3. As per the Board's Decision and Order in EB-2011-0067, for generation facilities for which the primary energy source is water with a capacity not exceeding 10 megawatts and that are located on provincial Crown or federally-regulated lands and for which the electrical connection is to the distribution system owned by Hydro One Networks Inc. ("Hydro One"), Hydro One shall be exempted from the current connection cost deposit stipulated in s. 6.2.18(a) of the Distribution System Code (the "DSC") and shall, instead, adhere to the following schedule:
  - (a) \$20,000 per MW of capacity shall be paid by the proponent to Hydro One upon the execution of the Connection Cost Agreement.
  - (b) An additional deposit in the amount of 30% of the total estimated cost, as estimated by Hydro One, less the amount received by Hydro One under paragraph (a) above, shall be paid by the proponent to Hydro One no later than 6 months after the proponent notifies Hydro One that it has issued its statement of completion under the earlier of the Waterpower Class Environmental Assessment and the equivalent environmental assessment process under the Canadian Environmental Assessment Act.
  - (c) No later than 180 days after Hydro One receives payment of the amount referenced in paragraph (b) above, Hydro One shall provide to the proponent a construction schedule and a more accurate estimate of the project cost, if such estimate is requested and paid for by the

proponent. The payment for the estimate shall be drawn from the deposit to the extent possible.

- (d) The balance of the total estimated cost, as estimated by Hydro One based upon the best available information, shall be paid by the proponent to Hydro One no later than 30 days after the proponent notifies Hydro One that it has received the last of its necessary construction approval permits under Ontario's Lakes and Rivers Improvement Act or the Dominion Water Power Act.
- (e) Hydro One and the proponent shall mutually agree upon an in-service date that is no later than 2 years after Hydro One receives the balance referenced in paragraph (d), above, subject to the following: in cases where a transmission upgrade or new transmission facilities are required, Hydro One and the proponent may agree to an in-service date that is later than two years after Hydro One receives the balance referenced in paragraph (d), above.
- (f) The Expansion Deposit, as stipulated by Section 3.2.20 of the DSC, shall be paid to Hydro One at the same time as the payment in paragraph (d).

Notwithstanding the foregoing, if at any time the above-noted payments to Hydro One are insufficient to cover Hydro One's costs as estimated by Hydro One, the proponent shall pay, to Hydro One, additional funding sufficient to meet the shortfall identified by Hydro One, and Hydro One shall be relieved of its obligation to perform such further work until it receives the said additional funding.

- 4. For the Trout Creek Wind Farm (Hydro One Project #12,780), Hydro One shall be exempted from the current connection cost deposit stipulated in s. 6.2.18(a) of the Distribution System Code (the "DSC") and shall, instead, adhere to the following schedule:
  - (a) \$20,000 per MW of capacity shall be paid by the proponent to Hydro One upon the execution of the Connection Cost Agreement.
  - (b) An additional deposit in the amount of 30% of the total estimated cost, as estimated by Hydro One, less the amount received by Hydro One under paragraph (a) above, shall be paid by the proponent to Hydro One no later than 4 months after the proponent notifies Hydro One that it has completed the Renewable Energy Approval.
  - (c) No later than 180 days after Hydro One receives payment of the amount referenced in paragraph (b) above, Hydro One shall provide to the proponent a construction schedule and a more accurate estimate of the project cost, if such estimate is requested and paid for by the proponent. The payment for the estimate shall be drawn from the deposit to the extent possible.
  - (d) The balance of the total estimated cost, as estimated by Hydro One based upon the best available information, shall be paid by the proponent to Hydro One no later than 30 days after the proponent notifies Hydro One that it is proceeding to construction. If this notification is not given by September 30, 2013, then the proponent's capacity allocation shall be removed.
  - (e) Hydro One and the proponent shall mutually agree upon an in-service date that is no later than 2 years after Hydro One receives the balance referenced in paragraph (d), above, subject to the following: in cases where a transmission upgrade or new transmission facilities

are required, Hydro One and the proponent may agree to an in-service date that is later than two years after Hydro One receives the balance referenced in paragraph (d), above.

- (f) The Expansion Deposit, as stipulated by Section 3.2.20 of the DSC shall be paid to Hydro One at the same time as the payment in paragraph (d).

Notwithstanding the foregoing, if at any time the above-noted payments to Hydro One are insufficient to cover Hydro One's costs as estimated by Hydro One, the proponent shall pay, to Hydro One, additional funding sufficient to meet the shortfall identified by Hydro One, and Hydro One shall be relieved of its obligation to perform such further work until it receives the said additional funding.

5. As per the Board's Decision and Order in EB-2012-0343:

- (a) The Licensee is exempt from section 6.2.6 of the Distribution System Code for micro-embedded generation projects that are an indirect connection requiring a site assessment. This exemption expires August 3, 2013 or six months after the conclusion of the Board's consultation EB-2012-0246, whichever is earlier. During the period of exemption, for micro-embedded generation projects that are an indirect connection requiring a site assessment, the Licensee shall be required to issue an offer to connect or issue reasons for refusal within 30 days, for at least 90% of applications. If a customer requests a delay with respect to 6.2.6, the additional time will be added to the timeline. Hydro One Networks Inc. shall track its compliance with this provision. For all projects other than micro-embedded generation projects that are an indirect connection requiring a site assessment, the application of section 6.2.6 of the Distribution System Code shall remain unchanged.
- (b) The Licensee is exempt from the provisions of 6.2.7 of the Distribution System Code for micro-embedded generation applications. This exemption expires August 3, 2013 or six months after the conclusion of the Board's consultation EB-2012-0246, whichever is earlier. During the period of exemption, the Licensee shall comply with the provisions of sections 7.2.1 and 7.2.3 of the Distribution System Code.

**SCHEDULE 4            LIST OF RRR EXEMPTIONS**

The Licensee is exempt from the following sections of the Electricity Reporting and Record Keeping Requirements:

1. Section 2.1.5.5 (b)



## APPENDIX A

### MARKET POWER MITIGATION REBATES

#### 1. Definitions and Interpretations

In this Licence

"embedded distributor" means a distributor who is not a market participant and to whom a host distributor distributes electricity;

"embedded generator" means a generator who is not a market participant and whose generation facility is connected to a distribution system of a distributor, but does not include a generator who consumes more electricity than it generates;

"host distributor" means a distributor who is a market participant and who distributes electricity to another distributor who is not a market participant.

In this Licence, a reference to the payment of a rebate amount by the IESO includes interim payments made by the IESO.

#### 2. Information Given to IESO

- a Prior to the payment of a rebate amount by the IESO to a distributor, the distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with information in respect of the volumes of electricity withdrawn by the distributor from the IESO-controlled grid during the rebate period and distributed by the distributor in the distributor's service area to:
  - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
  - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- b Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the embedded distributor shall provide the host distributor, in the form specified by the IESO and before the expiry of the period specified in the Retail Settlement Code, with the volumes of electricity distributed during the rebate period by the embedded distributor's host distributor to the embedded distributor net of any electricity distributed to the embedded distributor which is attributable to embedded generation and distributed by the embedded distributor in the embedded distributor's service area to:
  - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
  - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- c Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity

consumed in the service area of an embedded distributor, the host distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with the information provided to the host distributor by the embedded distributor in accordance with section 2.

The IESO may issue instructions or directions providing for any information to be given under this section. The IESO shall rely on the information provided to it by distributors and there shall be no opportunity to correct any such information or provide any additional information and all amounts paid shall be final and binding and not subject to any adjustment.

For the purposes of attributing electricity distributed to an embedded distributor to embedded generation, the volume of electricity distributed by a host distributor to an embedded distributor shall be deemed to consist of electricity withdrawn from the IESO-controlled grid or supplied to the host distributor by an embedded generator in the same proportion as the total volume of electricity withdrawn from the IESO-controlled grid by the distributor in the rebate period bears to the total volume of electricity supplied to the distributor by embedded generators during the rebate period.

### 3. Pass Through of Rebate

A distributor shall promptly pass through, with the next regular bill or settlement statement after the rebate amount is received, any rebate received from the IESO, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt, to:

- a retailers who serve one or more consumers in the distributor's service area where a service transaction request as defined in the Retail Settlement Code has been implemented;
- b consumers who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998* and who are not served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
- c embedded distributors to whom the distributor distributes electricity.

The amounts paid out to the recipients listed above shall be based on energy consumed and calculated in accordance with the rules set out in the Retail Settlement Code. These payments may be made by way of set off at the option of the distributor.

If requested in writing by OPGI, the distributor shall ensure that all rebates are identified as coming from OPGI in the following form on or with each applicable bill or settlement statement:

"ONTARIO POWER GENERATION INC. rebate"

Any rebate amount which cannot be distributed as provided above or which is returned by a retailer to the distributor in accordance with its licence shall be promptly returned to the host distributor or IESO as applicable, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt.

Nothing shall preclude an agreement whereby a consumer assigns the benefit of a rebate payment to a retailer or another party.

Pending pass-through or return to the IESO of any rebate received, the distributor shall hold the funds received in trust for the beneficiaries thereof in a segregated account.

## ONTARIO POWER GENERATION INC. REBATES

For the payments that relate to the period from May 1, 2006 to April 30, 2009, the rules set out below shall apply.

### 1. Definitions and Interpretations

In this Licence

"embedded distributor" means a distributor who is not a market participant and to whom a host distributor distributes electricity;

"embedded generator" means a generator who is not a market participant and whose generation facility is connected to a distribution system of a distributor, but does not include a generator who consumes more electricity than it generates;

"host distributor" means a distributor who is a market participant and who distributes electricity to another distributor who is not a market participant.

In this Licence, a reference to the payment of a rebate amount by the IESO includes interim payments made by the IESO.

### 2. Information Given to IESO

- a Prior to the payment of a rebate amount by the IESO to a distributor, the distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with information in respect of the volumes of electricity withdrawn by the distributor from the IESO-controlled grid during the rebate period and distributed by the distributor in the distributor's service area to:
  - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented and the consumer is not receiving the prices established under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*; and
  - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- b Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the embedded distributor shall provide the host distributor, in the form specified by the IESO and before the expiry of the period specified in the Retail Settlement Code, with the volumes of electricity distributed during the rebate period by the embedded distributor's host distributor to the embedded distributor net of any electricity distributed to the embedded distributor which is attributable to embedded generation and distributed by the embedded distributor in the embedded distributor's service area to:
  - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and



- ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- c Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the host distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with the information provided to the host distributor by the embedded distributor in accordance with section 2.

The IESO may issue instructions or directions providing for any information to be given under this section. The IESO shall rely on the information provided to it by distributors and there shall be no opportunity to correct any such information or provide any additional information and all amounts paid shall be final and binding and not subject to any adjustment.

For the purposes of attributing electricity distributed to an embedded distributor to embedded generation, the volume of electricity distributed by a host distributor to an embedded distributor shall be deemed to consist of electricity withdrawn from the IESO-controlled grid or supplied to the host distributor by an embedded generator in the same proportion as the total volume of electricity withdrawn from the IESO-controlled grid by the distributor in the rebate period bears to the total volume of electricity supplied to the distributor by embedded generators during the rebate period.

### 3. Pass Through of Rebate

A distributor shall promptly pass through, with the next regular bill or settlement statement after the rebate amount is received, any rebate received from the IESO, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt, to:

- a retailers who serve one or more consumers in the distributor's service area where a service transaction request as defined in the Retail Settlement Code has been implemented and the consumer is not receiving the prices established under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*;
- b consumers who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998* and who are not served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
- c embedded distributors to whom the distributor distributes electricity.

The amounts paid out to the recipients listed above shall be based on energy consumed and calculated in accordance with the rules set out in the Retail Settlement Code. These payments may be made by way of set off at the option of the distributor.

If requested in writing by OPGI, the distributor shall ensure that all rebates are identified as coming from OPGI in the following form on or with each applicable bill or settlement statement:

"ONTARIO POWER GENERATION INC. rebate"

Any rebate amount which cannot be distributed as provided above or which is returned by a retailer to the distributor in accordance with its licence shall be promptly returned to the host



Hydro One Networks Inc.  
Electricity Distribution Licence ED-2003-0043

distributor or IESO as applicable, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt.

Nothing shall preclude an agreement whereby a consumer assigns the benefit of a rebate payment to a retailer or another party.

Pending pass-through or return to the IESO of any rebate received, the distributor shall hold the funds received in trust for the beneficiaries thereof in a segregated account.

APPENDIX B

TAB 1 MUNICIPALITIES

|                       |   |
|-----------------------|---|
| Name of Municipality: | Township of Addington Highlands   |
| Formerly Known as:    | Township of Denbigh, Abinger and Ashby, Township of Anglesea and Effingham, Kaladar, as at December 31, 1999.                           |
| Name of Municipality: | Township of Adelaide Metcalfe   |
| Formerly Known As:    | Township of Adelaide, Township of Metcalfe, as at December 31, 2000.  |
| Name of Municipality: | Township of Adjala-Tosorontio   |
| Formerly Known As:    | Portions of the Township of Adjala, Township of Tosorontio, Township of Sunnidale, as at December 31, 1993.                             |
| Name of Municipality: | Township of Admaston/Bromley  |
| Formerly Known As:    | Township of Admaston, Township of Bromley, as at December 31, 1999.   |
| Name of Municipality: | Township of Alberton as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Algonquin Highlands, (Formerly known as Township of Sherborne, Stanhope, McClintock, Livingstone, Lawrence and Nightingale) |
| Formerly Known As:    | Township of Sherborne et al, Township of Stanhope, as at December 31, 2000.   |
| Name of Municipality: | Township of Alnwick/Haldimand   |
| Formerly Known As:    | Township of Alnwick, Township of Haldimand, as at December 31, 2000.  |
| Name of Municipality: | Township of Amaranth as at March 31, 1999.  |
| Formerly Known As:    | Same  |

|                       |  |
|-----------------------|--|
| Name of Municipality: | Township of The Archipelago as at March 31, 1999.  |
| Formerly Known As:    | Conger, Cowper, Harrison, Henvey, Wallbridge plus geographic/unorganized townships and unsurveyed areas                  |
| Name of Municipality: | Township of Armour as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Armstrong as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Town of Arnprior as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Municipality of Arran-Elderslie  |
| Formerly Known As:    | Township of Arran, Township of Elderslie, Town of Chesley, Village of Tara, Village of Paisley, as at December 31, 1998. |
| Name of Municipality: | Township of Ashfield-Colborne-Wawanosh   |
| Formerly Known As:    | Township of Ashfield, Township of West Wananosh,<br>Township of Colborne, as at December 31, 2000.                       |
| Name of Municipality: | Township of Assiginack as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Athens   |
| Formerly Known As:    | Township of Rear of Young and Escott,<br>Village of Athens, as at December 31, 2000.                                     |
| Name of Municipality: | Township of Augusta as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Baldwin as at March 31, 1999.  |
| Formerly Known As:    | Same   |

|                       |   |
|-----------------------|---|
| Name of Municipality: | Town of Bancroft  |
| Formerly Known As:    | Town of Bancroft, Township of Dungannon, as at December 31, 1998.   |
| Name of Municipality: | Township of Barrie Island as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Municipality of Bayham  |
| Formerly Known As:    | Township of Baymen, Village of Port Burwell, Village of Vienna, as at December 31, 1997.                              |
| Name of Municipality: | Township of Beckwith as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Billings as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Black River-Matheson as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Town of Blind River as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Bonfield as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Bonnechere Valley   |
| Formerly Known As:    | Village of Eganville, Township of Grattan, Township of Sebastopol, Township of South Algona, as at December 31, 2000. |
| Name of Municipality: | Township of Brethour as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Municipality of Brighton  |
| Formerly Known As:    | Town of Brighton, Township of Brighton, as at December 31, 2001.  |



|                       |  |
|-----------------------|--|
| Name of Municipality: | City of Brockville as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Brudenell, Lyndoch and Raglan  |
| Formerly Known As:    | Township of Brudenell and Lyndoch, Township of Raglan, as at December 31, 1998.  |
| Name of Municipality: | Township of Burpee and Mills   |
| Formerly Known As:    | Township of Burpee, Unorganized Twp of Mills, as at December 31, 1997.   |
| Name of Municipality: | Town of Caledon  |
| Formerly Known As:    | Township of Albion, Township of Caledon, Village of Bolton, Village of Caledon East, Township of Chinguacousy (part), as at December 31, 1973. |
| Name of Municipality: | Township of Calvin as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Town of Carleton Place as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Carling as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Carlow/Mayo  |
| Formerly Known As:    | Township of Carlow, Township of Mayo, as at December 31, 2000.   |
| Name of Municipality: | Township of Casey as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Cavan-Millbrook-North Monaghan   |
| Formerly Known As:    | Township of Cavan, Township of North Monaghan, Village of Millbrook, as at December 31, 1997.  |

|                       |   |
|-----------------------|---|
| Name of Municipality: | Township of Central Frontenac   |
| Formerly Known As:    | Township of Hinchinbrooke, Township of Kennebec, Township of Olden, Township of Oso, as at December 31, 1997              |
| Name of Municipality: | Township of Central Manitoulin  |
| Formerly Known As:    | Twp. Of Camarvon, Unorganized Twp of Sandfield, as at April 30, 1997.   |
| Name of Municipality: | Municipality of Centre Hastings   |
| Formerly Known As:    | Village of Madoc, Township of Huntingdon, as at December 31, 1997.  |
| Name of Municipality: | Township of Chamberlain as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Champlain   |
| Formerly Known As:    | Village of L'Orignal, Township of West Hawkesbury, Township of Longueuil, Town of Vankleek Hill, as at December 31, 1997. |
| Name of Municipality: | Township of Chapple as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Municipality of Charlton and Dack   |
| Formerly Known As:    | Town of Charlton, Township of Dack, as at December 31, 2002.  |
| Name of Municipality: | Township of Chatsworth  |
| Formerly Known As:    | Village of Chatsworth, Township of Holland, Township of Sullivan, as at December 31, 1999.                                |
| Name of Municipality: | Township of Chisolm as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | City of Clarence-Rockland   |
| Formerly Known As:    | Town of Rockland, Township of Clarence, as at December 31, 1997.  |
| Name of Municipality: | Town of Cobalt as at March 31, 1999.  |
| Formerly Known As:    | Same  |

|                       |   |
|-----------------------|---|
| Name of Municipality: | Township of Cockburn Island as at March 31, 1999  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Coleman as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Conmee as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Dawn-Euphemia   |
| Formerly Known As:    | Township of Dawn, Township of Euphemia, as at December 31, 1997.  |
| Name of Municipality: | Township of Dawson  |
| Formerly Known As:    | Township of Atwood, Township of Blue,<br>Township of Worthington, Township of Dilke, as at December 31, 1996. |
| Name of Municipality: | Town of Deep River as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Town of Deseronto as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Dorion as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Douro-Dummer  |
| Formerly Known As:    | Township of Douro, Township of Dummer, as at December 31, 1997.   |
| Name of Municipality: | Township of Drummond/North Elmsley  |
| Formerly Known As:    | Township of Drummond, Township of North Elmsley, as at December 31,<br>1997.                                  |
| Name of Municipality: | City of Dryden  |
| Formerly Known As:    | Town of Dryden, Township of Barclay   |

|                       |  |
|-----------------------|--|
| Name of Municipality: | Township of Dysart et al as at March 31, 1999.                         |
| Formerly Known As:    | Same   |
| Name of Municipality: | Municipality of Ear Falls as at March 31, 1999.                        |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of East Ferris as at March 31, 1999.                          |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of East Garafraxa as at March 31, 1999.                       |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of East Hawkesbury as at March 31, 1999.                      |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Elizabethtown-Kitley                                       |
| Formerly Known As:    | Township of Kitley, Township of Elizabethtown as at December 31, 2000. |
| Name of Municipality: | City of Elliott Lake as at March 31, 1999.                             |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Emo, as at March 31, 1999.                                 |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Englehart as at March 31, 1999.                            |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Enniskillen as at March 31, 1999.                          |
| Formerly Known As:    | Same   |
| Name of Municipality: | Town of Erin   |
| Formerly Known As:    | Township of Erin, Village of Erin, as at December 31, 1997.            |



|                       |   |
|-----------------------|---|
| Name of Municipality: | Township of Evanural as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Faraday as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Fauquier-Strickland as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Municipality of French River  |
| Formerly Known As:    | Township of Cosby, Township of Mason, Township of Martland, geographic/unorganized townships of Delamere, Hoskin and Scollard in whole and Bigwood, Cherriman and Haddo in part, as at December 31, 1998. |
| Name of Municipality: | Township of Front of Yonge as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Frontenac Islands   |
| Formerly Known As:    | Township of Howe Island, Township of Wolfe Island, as at December 31, 1997.   |
| Name of Municipality: | Township of Galway-Cavendish and Harvey   |
| Formerly Known As:    | Township of Galway and Cavandish, Township of Harvey, as at December 31, 1997.  |
| Name of Municipality: | Township of Gauthier as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Georgian Bay as at March 31, 1999.  |
| Formerly Known As:    | Township of Freeman, Township of Gibson, Township of Baxter.  |
| Name of Municipality: | Township of Georgian Bluffs   |
| Formerly Known As:    | Township of Derby, Township of Keppel, Township of Sarawak, as at December 31, 2000.  |

|                       |   |
|-----------------------|---|
| Name of Municipality: | Town of Georgina as at March 31, 1999.  |
| Formerly Known As:    | Township of North Gwillimbury, Township of Georgina.  |
| Name of Municipality: | Township of Gillies as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Gordon as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Town of Gore Bay as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Greater Madawaska   |
| Formerly Known As:    | Township of Bagot, Blythfield and Brougham, Township of Griffith, and Matawatchan, (Jan 1998: Township of Bagot and Blythfield, Township of Brougham amalgamated into Township of Bagot, Blythfield and Brougham), as at December 31, 2000. |
| Name of Municipality: | Town of Greater Napanee   |
| Formerly Known As:    | Township of Adolphustown, Township of North Fredericksburgh, Township of South Fredericksburgh, Township of Richmond, Town of Napanee, as at December 31, 1997.   |
| Name of Municipality: | Municipality of Greenstone  |
| Formerly Known As:    | Town of Geraldton, Town of Longlac, Township of Beardmore, Township of Nakina, as at December 31, 2000.   |
| Name of Municipality: | Municipality of Grey Highlands  |
| Formerly Known As:    | Township of Artemesia, Township of Euphrasia<br>Village of Markdale, Township of Osprey, as at December 31, 2000.   |
| Name of Municipality: | Township of Hamilton as at March 31, 1999.  |
| Formerly Known As:    | Same  |

|                       |  |
|-----------------------|--|
| Name of Municipality: | Township of Harley as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Harris as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Municipality of Hastings Highlands   |
| Formerly Known As:    | Township of Bangor, Wicklow and McClure, Township of Herschel, Township of Monteagle, as at December 31, 2000. |
| Name of Municipality: | Township of Havelock-Belmont-Methuen   |
| Formerly Known As:    | Township of Belmont and Methuen, Village of Havelock, as at December 31, 1997.                                 |
| Name of Municipality: | Township of Head, Clara and Maria, as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Municipality of Highland East  |
| Formerly Known As:    | Township of Bicroft, Township Cardiff, Township of Glamorgan, Township of Monmouth, as at December 31, 2000.   |
| Name of Municipality: | Township of Hilliard as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Hompayne as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Horton as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | The Township of Howick as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Hudson as at March 31, 1999.   |
| Formerly Known As:    | Same   |

|                              |   |
|------------------------------|---|
| <b>Name of Municipality:</b> | Township of Ignace as at March 31, 1999.  |
| <b>Formerly Known As:</b>    | Same  |
| <b>Name of Municipality:</b> | Township of James as at March 31, 1999.   |
| <b>Formerly Known As:</b>    | Same  |
| <b>Name of Municipality:</b> | Township of Joly as at March 31, 1999.  |
| <b>Formerly Known As:</b>    | Same  |
| <b>Name of Municipality:</b> | The City of Kawartha Lakes  |
| <b>Formerly Known As:</b>    | County of Victoria, Town of Lindsay, Municipality of Bobcaygeon/ Verulam, Village of Fenelon Falls, Village of Ormemee, Village of Sturgeon Point, Village of Woodville, Township of Bexley, Township of Carden/Dalton, Township of Eldon, Township of Emily, Township of Fenelon, Township of Laxton, Digby and Longford, Township Manvers, Township of Mariposa, Township of Ops, Township of Somerville, (Jan 2000: Township of Carden , Township of Dalton amalgamated into Township of Carden/Dalton), (Jan 2000: Village of Bobcaygeon/Township of Verulam amalgamated into the Municipality of Bobcaygeon/Verulam), as at December 31, 2000. |
| <b>Name of Municipality:</b> | Town of Kearney as at March 31, 1999.   |
| <b>Formerly Known As:</b>    | Same  |
| <b>Name of Municipality:</b> | Township of Kerns as at March 31, 1999.   |
| <b>Formerly Known As:</b>    | Same  |
| <b>Name of Municipality:</b> | Municipality of Killarney   |
| <b>Formerly Known As:</b>    | Townships of Rutherford and George Island and the geographic/unorganized townships of, Allen, Atlee, Goschen, Hansen, Killarney, Kilpatrick, Sale, Struthers, Travers, and portions of the geographic/unorganized townships of Bigwood, Carlyle, Humboldt, Mowat, and unsurveyed territory and islands, as at Deember 31, 1998.   |



|                       |  |
|-----------------------|--|
| Name of Municipality: | Town of Kirkland Lake as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of La Vallee as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Lake of Bays as at March 31, 1999.   |
| Formerly Known As:    | Township of McLean, Township of Ridout, Township of Franklin, Township of Sinclair, Township of Finlayson.   |
| Name of Municipality: | Township of Lake of the Woods  |
| Formerly Known As:    | Township of McCrosson and Tovell, Township of of Morson, unorganized islands in Kenora District and Rainy River District, as at December 31, 1998.   |
| Name of Municipality: | Municipality of Lambton Shores   |
| Formerly Known As:    | Village of Arkona, Town of Bosanquet, Town of Forest, Village of Grand Bend, Village of Thedford, as at December 31, 2000.   |
| Name of Municipality: | Township of Lanark Highlands   |
| Formerly Known As:    | Township of Darling, Township of North West Lanark, (May 1997: Lavant, Dalhousie and North Sherbrook Township/Township Lanark/Village Lanark amalgamated into Township of North West Lanark), as at June 30, 1996. |
| Name of Municipality: | Township of Larder Lake as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Town of Latchford as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Town of Laurentian Hills   |
| Formerly Known As:    | Township of Rolph, Township of Wylie and McKay, Village of Chalk River, as at December 31, 1999.   |

|                       |  |
|-----------------------|--|
| Name of Municipality: | Township of Laurentian Valley  |
| Formerly Known As:    | Township of Stafford and Pembroke, Township of Alice and Fraser, as at December 31, 1999.                      |
| Name of Municipality: | Township of Limerick as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Loyalist   |
| Formerly Known As:    | Township of Amherst Island, Township of Ernestown, Village of Bath, as at December 31, 1997.                   |
| Name of Municipality: | Township of Lucan Biddulph   |
| Formerly Known As:    | Village of Lucan, Township of Biddulph, Police Village of Granton, as at December 31, 1998.                    |
| Name of Municipality: | Township of Machar as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Machin as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Madawaska Valley   |
| Formerly Known As:    | Village of Barry's Bay, Township of Radcliffe, Township of Sherwood, Jones and Burns, as at December 31, 2000. |
| Name of Municipality: | Township of Madoc as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Malahide   |
| Formerly Known As:    | Township of Malahide, Township of Dorchester, Village of Springfield, as at December 31, 1997.                 |
| Name of Municipality: | Township of Manitouwadge as at March 31, 1999.   |
| Formerly Known As:    | Same   |

|                       |  |
|-----------------------|--|
| Name of Municipality: | Township of Mapleton   |
| Formerly Known As:    | Township of Mapleton, Township of Maryborough, (Jan 1998-Village of Drayton, Township of Peel amalgamated into the Township of Mapleton), as at December 31, 1998.   |
| Name of Municipality: | Town of Marathon as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Municipality of Markstay-Warren  |
| Formerly Known As:    | Township of Hagar, Township of Ratter and Dunnet, geographic/unorganized township of Awrey and portions of the geographic/unorganized townships of Hawley, Henry, Loughrin, Street, as at December 31, 1998. |
| Name of Municipality: | Municipality of Marmora and Lake   |
| Formerly Known As:    | Township of Marmora and Lake, Village of Marmora, (Jan 1998: Village of Deloro, Township of Marmora and Lake amalgamated into the Township of Marmora and Lake, as at December 31, 1997.                     |
| Name of Municipality: | Township of Matachewan as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Town of Mattawa as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Mattawan as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Mattice-Val Cote as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of McDougall  |
| Formerly Known As:    | Township of McDougall, geographic/unorganized township of Ferguson, as at December 31, 1999.   |
| Name of Municipality: | Township of McGarry as at March 31, 1999.  |
| Formerly Known As:    | Same   |

|                        |  |
|------------------------|--|
| Name of Municipality:  | Township of McKellar as at March 31, 1999.   |
| Formerly Known As:     | Same   |
| Name of Municipality:  | Township of McMurrich/Monteith   |
| Formerly Known As:     | Township of McMurrich, geographic/unorganized township of Monteith (eastern portion), as at December 31, 1997.   |
| Name of Municipality:  | Township of McNab/Braeside   |
| Formerly Known As:     | Township of McNab, Village Braeside, as at December 31, 1997   |
| Name of Municipality:  | Municipality of Meaford (formerly known as Town of Georgian Highlands)   |
| Formerly Known As:     | Township of St. Vincent, Township of Sydenham, Town of Meaford, as at December 31, 2000.                         |
| Name of Municipality:  | Township of Melancthon as at March 31, 1999.   |
| Formerly Known As:     | Same   |
| Name of Municipality:  | Village of Merrickville-Wolford  |
| Formerly Known As:     | Township of Wolford, Village of Merrickville, as at December 31, 1997.   |
| Name of Municipality:  | Township of Middlesex Centre   |
| Formerly Known As:     | Township of Lobo, Township of London, Township of Delaware, Police Village of Delaware, as at December 31, 1998. |
| Name of Municipality:  | Township of Minden Hills   |
| Formerly Known As:     | Township of Anson, Hindon and Minden, Township of Lutterworth, Township of Snowdon, as at December 31, 2000.     |
| Name of Municipality : | Town of Mono as at March 31, 1999.   |
| Formerly Known As:     | Same   |
| Name of Municipality:  | Township of Montague as at March 31, 1999.   |
| Formerly Known As:     | Same   |



|                       |  |
|-----------------------|--|
| Name of Municipality: | Township of Moonbeam as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Town of Moosonee as at March 31, 1999.   |
| Formerly Known As:    | Moosonee Development Board   |
| Name of Municipality: | Township of Morley   |
| Formerly Known As:    | Township of Morley, geographic/unorganized townships Twp's of Dewar and Sifton, as at December 31, 2003.                   |
| Name of Municipality: | Municipality of Morris-Turnberry   |
| Formerly Known As:    | Township of Morris, Township of Turnberry, as at December 31, 2000.  |
| Name of Municipality: | Township of Mulmar as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Muskoka Lakes as at March 31, 1999.  |
| Formerly Known As:    | Township of Cardwell, Township of Watt, Township of Medora, Township of Monck, Township of Wood.                           |
| Name of Municipality: | Township of Nairn and Hyman  |
| Formerly Known As:    | Township of Nairn, Unorganized Township of Hyman, as at December 31, 1997.   |
| Name of Municipality: | The Nation Municipality  |
| Formerly Known As:    | Township of Cambridge, Township of South Plantagenet, Village of St. Isidore, Township of Caledonia, as December 31, 1997. |
| Name of Municipality: | Municipality of Neebing as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | City of Temiskaming Shores   |
| Formerly Known As:    | Town of New Liskeard, Town of Haileybury, Township of Dymond, as at December 31, 2003.                                     |

|                       |   |
|-----------------------|---|
| Name of Municipality: | Township of Nipigon as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Nipissing as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of North Algona-Wilberforce  |
| Formerly Known As:    | Township of North Algona, Township of Wilberforce, as at December 31, 1998.   |
| Name of Municipality: | Municipality of Northern Bruce Peninsula  |
| Formerly Known As:    | Township of St. Edmunds, Township of Lindsay, Township of Eastnor, Village of Lion's Head, as at December 31, 1998.   |
| Name of Municipality: | Township of North Dundas  |
| Formerly Known As:    | Township of Mountain, Township of Winchester, Village of Chesterville, Village of Winchester, as at December 31, 1997.  |
| Name of Municipality: | Township of North Frontenac   |
| Formerly Known As:    | Township of Barrie, Township of Clarendon,<br>Township of Miller, Township of Palmerston, Township of North Canonto,<br>Township of South Canonto, as at December 31, 1997. |
| Name of Municipality: | Township of North Glengarry   |
| Formerly Known As:    | Township of Kenyon, Township of Lochiel, Town of Alexandria, Village of Maxville, Police Village of Apple Hill, as at December 31, 1997.                                    |
| Name of Municipality: | Township of North Grenville   |
| Formerly Known As:    | Township of Oxford-on-Rideau, Town of Kemptville, Township of South Gower,<br>as at December 31, 1997.  |
| Name of Municipality: | Township of North Himsworth as at March 31, 1999.   |
| Formerly Known As:    | Same  |

|                       |   |
|-----------------------|---|
| Name of Municipality: | Township of North Kawartha  |
| Formerly Known As:    | Township of Burleigh and Anstruther, Township of Chandos, as at December 31, 1997.  |
| Name of Municipality: | Town of North Perth   |
| Formerly Known As:    | Township of Wallace, Township of Elma, Town of Listowel, as at December 31, 1997.   |
| Name of Municipality: | Township of The North Shore as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of North Stormont  |
| Formerly Known As:    | Township of Finch, Township of Roxborough, Village of Finch, Police Village of Avonmore (in the Township of Roxborough), as at December 31, 1997.         |
| Name of Municipality: | Town of Northeastern Manitoulin and the Islands   |
| Formerly Known As:    | Township of Howland, Town of Little Current, all islands not part of other municipalities on Manitoulin Island, as at December 31, 1997.                  |
| Name of Municipality: | Township of O'Conner as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Oliver Paipoonge  |
| Formerly Known As:    | Township of Oliver, Township of Paipoonge, as at December 31, 1997.   |
| Name of Municipality: | Township of Opasatika as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Oro-Medonte   |
| Formerly Known As:    | Portions of the Township of Medonte, Township of Oro, Township of Orillia, Township of Tay, Township of Flos, Township of Vespra, as at December 31, 1993 |

|                       |  |
|-----------------------|--|
| Name of Municipality: | Township of Otonabee-South Monaghan  |
| Formerly Known As:    | Township of Otonabee, Township of South Monaghan, as at December 1, 1999.                    |
| Name of Municipality: | City of Owen Sound as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Papineau-Cameron as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Perry as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Pelee as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | The Township of Perth South  |
| Formerly Known As:    | Township of Downie, Township of Blanshard, as at December 31, 1997.                          |
| Name of Municipality: | Town of Perth as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Town of Petawawa   |
| Formerly Known As:    | Village of Petawawa, Township of Petawawa, as at June 30, 1996.                              |
| Name of Municipality: | Township of Pickle Lake as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Town of Plympton-Wyoming   |
| Formerly Known As:    | Township of Plympton, Village of Wyoming, as at December 31, 2000.                           |
| Name of Municipality: | Municipality of Powassan   |
| Formerly Known As:    | Town of Powassan, Township of Himsworth South, Town of Trout Creek, as at December 31, 2000. |



|                       |  |
|-----------------------|--|
| Name of Municipality: | County of Prince Edward  |
| Formerly Known As:    | County of Prince Edward, Town of Picton, Village of Bloomfield, Village of Wellington, Township of Ameliasburgh, Township of Athol, Township of Hallowell, Township of Hillier, Township of North Marysburgh, Township of South Marysburgh, Township of Sophiasburgh, as at December 31, 1997. |
| Name of Municipality: | City of Quinte West  |
| Formerly Known As:    | City of Trenton, Village of Frankford, Township of Sidney, Township of Murray, as at December 31, 1997.  |
| Name of Municipality: | Town of Rainy River as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Ramara   |
| Formerly Known As:    | Township of Mara, Township of Rama , as at December 31, 1993.  |
| Name of Municipality: | Township of Red Rock as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Rideau Lakes   |
| Formerly Known As:    | Village of Newboro, Township of Bastard and South Burgess, Township of North Crosby, Township of South Crosby, Township of South Elmsley, as at December 31, 1997.   |
| Name of Municipality: | Township of Ryerson as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Schreiber as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Seguin   |
| Formerly Known As:    | Township of Humphrey, Township of Foley, Township of Christie, geographic/unorganized Township of Monteith (western portion), Village of Rosseau, as at December 31, 1997.   |

|                       |   |
|-----------------------|---|
| Name of Municipality: | Township of Severn  |
| Formerly Known As:    | Portions of Village of Coldwater, Township of Matchedash, Township of Medonte, Township of Orillia, Township of Tay, as at December 31, 1993.   |
| Name of Municipality: | Township of Shedden as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Town of Shelburne as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Shuniah as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Sioux Narrows-Nestor Falls  |
| Formerly Known As:    | Township of Sioux Narrows, all of the geographic/unorganized townships of Code, Devonshire, Godson, Manross, MacQuarrie, Phillips, Tweedsmuir, and Work, portions of the geographic/unorganized townships of LeMay, McKeekin in Kenora District, and the geographic/unorganized townships of Claxton, Croome, and Mathieu in the Rainy River District, as at December 31, 2000. |
| Name of Municipality: | Separated Town of Smiths Falls as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Town of Smooth Rock Falls as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of South Algonquin   |
| Formerly Known As:    | Township of Airy and geographic/unincorporated townships of Dickens, Lyell, Murchison and Sabine, as at May 31, 1997.   |
| Name of Municipality: | Town of South Bruce Peninsula   |
| Formerly Known As:    | Township of Albemarle, Township of Amabel, Town of Wiarton, Village of Hepworth, as at December 31, 1998.   |

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| Name of Municipality: | Township of South Frontenac  |
| Formerly Known As:    | Township of Bedford, Township of Loughborough, Township of Portland, Township of Storrington, as at December 31, 1997.                               |
| Name of Municipality: | Village of South River as at March 31, 1999.   |
| Formerly Known As:    | Same   |
| Name of Municipality: | Municipality of Southwest Middlesex  |
| Formerly Known As:    | Township of Ekfrid, Township of Mosa, Village of Glencoe, Village of Wardsville, as at December 31, 2000.  |
| Name of Municipality: | Township of Southwold as at March 31, 1999.  |
| Formerly Known As:    | Same   |
| Name of Municipality: | Township of Springwater  |
| Formerly Known As:    | Portions of the former Village of Elmvale, Township of Flos, Township of Medonte, Township of Vespra, Town of Wasaga Beach, as at December 31, 1993. |
| Name of Municipality: | Municipality of St. Charles  |
| Formerly Known As:    | Township of Casimir, Jennings & Appleby and the geographic/unorganized townships of Cherriman and Haddo, as at December 31, 1998.                    |
| Name of Municipality: | Township of St. Clair  |
| Formerly Known As:    | Township of Sombra, Township of Moore, as at December 31, 2000.  |
| Name of Municipality: | Township of Stirling-Rawdon  |
| Formerly Known As:    | Village of Stirling, Township of Rawdon, as at December 31, 1997.  |
| Name of Municipality: | Township of Stone Mills  |
| Formerly Known As:    | Township of Camden East, Township of Sheffield, Village of Newburgh, as at December 31, 1997.  |
| Name of Municipality: | Township of Strong as at March 31, 1996.   |
| Formerly Known As:    | Same   |

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| Name of Municipality: | Township of Tay Valley  |
| Formerly Known As:    | Township of South Sherbrooke, Township of Bathurst, Township of North Burgess, as at December 31, 1997.   |
| Name of Municipality: | Township of Tehkummah as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Municipality of Temagami as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Terrace Bay as at March 31, 1999  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Municipality of Thames Centre   |
| Formerly Known As:    | Township of North Dorchester, Township of West Nissouri, Village of Dorchester, Police Village of Thorndale, as at December 31, 2000.                 |
| Name of Municipality: | Town of Thessalon as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Village of Thornloe as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | City of Thorold as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | City of Timmins as at March 31, 1999.   |
| Formerly Known As:    | Same  |
| Name of Municipality: | Township of Tiny as at March 31, 1999.  |
| Formerly Known As:    | Same  |
| Name of Municipality: | Municipality of Trent Hills   |
| Formerly Known As:    | Municipality of Campbellford/Seymour, Township of Percy, Village of Hastings, Police Village of Warkworth (Jan 1998-Town of Campbellford, Township of |



Seymour amalgamated into the Municipality of Campbellford/Seymour), as at December 31, 2000.

Name of Municipality: Township of Tudor and Cashel as at March 31, 1999.  
Formerly Known As: Same

Name of Municipality: Municipality of Tweed  
Formerly Known As: Village of Tweed, Township of Hungerford, Township of Elzevir and Gromsthorpe, as at December 31, 1997.

Name of Municipality: Township of Tyendinaga as at March 31, 1999.  
Formerly Known As: Same  
Name of Municipality: Township of Val Rita-Harty as at March 31, 1999.  
Formerly Known As: Same

Name of Municipality: Township of Wainfleet as at March 31, 1999.  
Formerly Known As: Same

Name of Municipality: Municipality of West Elgin  
Formerly Known As: Township of Aldborough, Village of West Lorne, Police Village of Rodney, as at December 31, 1997.

Name of Municipality: Town of Whitchurch-Stouffville as at March 31, 1999.  
Formerly Known As: Village of Stouffville and portions of the Township of Whitchurch and the Township of Markham.

Name of Municipality: Township of White River as at March 31, 1999.  
Formerly Known As: Same

Name of Municipality: Municipality of Whitestone  
Formerly Known As: Township Hagerman, and the geographic/unorganized townships of Ferrie, McKenzie, East Burpee, and a portion of the Township of Magnetawan, as at December 31, 1999.

Hydro One Networks Inc.  
Electricity Distribution Licence ED-2003-0043

|                       |   |
|-----------------------|---|
| Name of Municipality: | Township of Wollaston as at March 31, 1999. |
| Formerly Known As:    | Same  |

APPENDIX B

TAB 2 FIRST NATION RESERVES

|               |   |
|---------------|---|
| Reserve Name: | Abitibi I.R. No. 70                                       |
| Band Name:    | Wahgoshig First Nation                                    |
| Reserve Name: | Alderville I.R No. 37                                     |
| Band Name:    | Alderville First Nation                                   |
| Reserve Name: | Aroland Indian Settlement                                 |
| Band Name:    | Aroland   |
| Reserve Name: | Big Grassy River I.R. No. 35G                             |
| Band Name:    | Big Grassy First Nation                                   |
| Reserve Name: | Big Island Mainland 93                                    |
| Band Name:    | Anishnaabeg of Naongashiing                               |
| Reserve Name: | Cape Croker Island I.R. No. 27, Neyaashiinigmiing Reserve |
| Band Name:    | Chippewas of Nawash First Nation                          |
| Reserve Name: | Chippewas of the Thames                                   |
| Band Name:    | Chippewas of the Thames First Nation                      |
| Reserve Name: | Chapleau I.R. No. 74A                                     |
| Band Name:    | Chapleau Ojibway First Nation                             |
| Reserve Name: | Christian Island I.R. No.30                               |
| Band Name:    | Beausoleil First Nation                                   |
| Reserve Name: | Cockburn Island 19, 19A                                   |
| Band Name:    | Zhiibaahaasing First Nation                               |

|               |   |
|---------------|---|
| Reserve Name: | Constance Lake I.R. 92                    |
| Band Name:    | Constance Lake First Nations              |
| Reserve Name: | Couchiching I.R. No. 16A                  |
| Band Name:    | Couchiching First Nation                  |
| Reserve Name: | Curve Lake I.R. No. 35                    |
| Band Name:    | Curve Lake First Nation                   |
| Reserve Name: | Dalles I.R. No. 38C                       |
| Band Name:    | Ochiichagwe'babigo'ining First Nation     |
| Reserve Name: | Duck Lake R.R. No. 76B                    |
| Band Name:    | Brunswick House First Nation              |
| Reserve Name: | Dokis I.R. No. 9                          |
| Band Name:    | Dokis First Nation                        |
| Reserve Name: | Eagle Lake I.R. No. 27                    |
| Band Name:    | Eagle Lake First Nation                   |
| Reserve Name: | English River I.R. No.21                  |
| Band Name:    | Grassy Narrows First Nation               |
| Reserve Name: | Factory Island I.R. No. 1                 |
| Band Name:    | Moose Factory First Nation                |
| Reserve Name: | Georgina Island I.R. No. 33               |
| Band Name:    | Chippewas of Georgina Island First Nation |
| Reserve Name: | Gibson I.R. No. 31 Wahta mohawk           |
| Band Name:    | Mohawks of Gibson                         |
| Reserve Name: | Golden Lake No. 39                        |
| Band Name:    | Algonquins Golden Lake First Nation       |



Reserve Name: Henvey Inlet I.R. No. 2 French River I.R. 13  
Band Name: Henvey Inlet First Nation

Reserve Name: Hiawatha I.R. No.36  
Band Name: Ojibways of Hiawatha First Nation

Reserve Name: Islington I.R No. 29  
Band Name: Wabasemoong Independent Nations

Reserve Name: Kenora I.R. No. 38B  
Band Name: Wauzhushk Onigum Nation

Reserve Name: Kettle Point I.R. No. 44  
Band Name: Chippewas of Kettle and Stony Point First Nation

Reserve Name: Lac des Milles Lacs I.R. 22A1, Seine River I.R. 22A2  
Band Name: Lac des Milles Lacs

Reserve Name: Lac Suel I.R. No. 28  
Band Name: Lac Suel Nation

Reserve Name: Lake Helen I.R. No. 53A  
Band Name: Red Rock Band

Reserve Name: Long Lake I.R. No. 77  
Band Name: Ginoogaming First Nation

Reserve Name: Long Lake I.R. No. 58  
Band Name: Long Lake No. 58 First Nation

Reserve Name: Magnetewan I.R No. 1  
Band Name: Magnetewan First Nation

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|---------------|---|
| Reserve Name: | Manitou Rapids I.R. No. 11                  |
| Band Name:    | Rainy River First Nation                    |
| Reserve Name: | Matachewan I.R 72                           |
| Band Name:    | Matachewan First Nation                     |
| Reserve Name: | Mattagami I.R No.71                         |
| Band Name:    | Mattagami First Nation                      |
| Reserve Name: | Mississagi River I.R No.8                   |
| Band Name:    | Mississauga First Nation                    |
| Reserve Name: | Mobert I.R No. 82                           |
| Band Name:    | Pic Mobert First Nation                     |
| Reserve Name: | Moose Point I.R No. 79                      |
| Band Name:    | Moose Deer Point First Nation               |
| Reserve Name: | Moravian I.R. No. 47                        |
| Band Name:    | Delaware First Nation                       |
| Reserve Name: | Muncey Delaware Nation No. 1                |
| Band Name:    | Munsee-Delaware First Nation                |
| Reserve Name: | Neguaguon Lake I.R No. 25d                  |
| Band Name:    | Lac La Croix First Nation                   |
| Reserve Name: | New Credit I.R 40A                          |
| Band Name:    | Mississaugas of the New Credit First Nation |
| Reserve Name: | New Post 69, 69a                            |
| Band Name:    | New Post First Nation                       |
| Reserve Name: | Nipissing I.R No. 10                        |
| Band Name:    | Nipissing First Nation                      |

Reserve Name: Northwest Angle I.R. No. 33B and Whitefish Bay I.R. No. 33a  
Band Name: Northwest Angle No. 33 First Nation

Reserve Name: Oneida I.R. No. 41  
Band Name: ONA YO TE'A:KA

Reserve Name: Osnaburgh I.R. No. 63A, 63B  
Band Name: Osnaburgh First Nation

Reserve Name: Parry Island I.R. No. 16  
Band Name: Wasauksing First Nation

Reserve Name: Pays Plat I.R. No. 51  
Band Name: Pays Plat First Nation

Reserve Name: Pic River I.R. No. 50  
Band Name: Ojibways of Pic River No. 50 First Nation

Reserve Name: Rainy Lake I.R. No. 17A, 17B  
Band Name: Naicatchewenin First Nation

Reserve Name: Rainy Lake I.R. 26A  
Band Name: Nicickousemenecaning First Nation

Reserve Name: Rainy Lake I.R. No. 18c  
Band Name: Stanjikoming First Nation

Reserve Name: Rama I.R. No. 32  
Band Name: Chippewas of Mnjikaning First Nation  
Reserve Name: Rat Portage I.R. No. 38A  
Band Name: Washagamis Bay First Nation

Reserve Name: Rocky Bay I.R. No. 1  
Band Name: Rocky Bay First Nation

Reserve Name: Sabaskong Bay 32c, Whitefish Bay 32a, Yellow Girl Bay 32b  
Band Name: Naotkarnegwanning Anishnabe First Nation

Reserve Name: Sabaskong Bay I.R. 35D  
Band Name: Ojibways of Onegaming First Nation

Reserve Name: Sarnia I.R.No.45  
Band Name: Chippewas of Sarnia

Reserve Name: Saug-A-Gaw-Sing I.R. No. 1  
Band Name: Big Island First Nation

Reserve Name: Saugeen I.R. No. 29  
Band Name: Chippewas of Saugeen First Nation

Reserve Name: Savant Lake Indian Settlement  
Band Name: Saugeen Nation

Reserve Name: Scugog I.R No. 34  
Band Name: Mississauga of Scugog First Nation

Reserve Name: Seine River I.R. No. 23A, 23B, Sturgeon Falls No. 23  
Band Name: Seine River First Nation

Reserve Name: Serpent River I.R. No. 7  
Band Name: Serpent River First Nation

Reserve Name: Shawanaga I.R. No. 17  
Band Name: Shawanaga First Nation

Reserve Name: Sheguiandah I.R. No. 24  
Band Name: Sheguiandah First Nation

Reserve Name: Sheshegwaning I.R. No. 20  
Band Name: Sheshegwaning First Nation

|               |  |
|---------------|--|
| Reserve Name: | Shoal Lake I.R. No 39A                   |
| Band Name:    | Shoal Lake No. 39 First Nation           |
| Reserve Name: | Shoal Lake I.R. No 40                    |
| Band Name:    | Shoal Lake No. 40 First Nation           |
| Reserve Name: | Six Nations I.R. No. 40                  |
| Band Name:    | Six Nations of the Grand River Territory |
| Reserve Name: | Slate Falls Indian Settlement            |
| Band Name:    | Slate Falls Nation                       |
| Reserve Name: | Spanish River I.R. No. 5                 |
| Band Name:    | Sagamok Anishnawbek                      |
| Reserve Name: | Sucker Creek I.R NO. 23                  |
| Band Name:    | Sucker Creek First Nation                |
| Reserve Name: | Thessalon I.R. No. 12                    |
| Band Name:    | Thessalon First Nation                   |
| Reserve Name: | Tyendinaga Mohawk Territory              |
| Band Name:    | Mohawks of the Bay of Quinte             |
| Reserve Name: | Wabauskang 21                            |
| Band Name:    | Wabauskang First Nation                  |
| Reserve Name: | Wabigoon Lake I.R No. 27                 |
| Band Name:    | Wabigoon Lake Ojibway Nation             |
| Reserve Name: | Wahnapitae 11                            |
| Band Name:    | Wahnapitae First Nation                  |



Reserve Name: Walpole Island I.R. No.46  
Band Name: Walpole Island First Nation

Reserve Name: West Bay I.R. No. 22  
Band Name: West Bay First Nation

Reserve Name: Whitefish Bay I.R No. 32A  
Band Name: Whitefish Bay First Nation

Reserve Name: Whitefish Bay I.R No. 34A and Lake of the Woods I.R No. 37  
Band Name: Northwest Angle No. 37 First Nation

Reserve Name: Whitefish Lake I.R. No. 6  
Band Name: Whitefish Lake First Nation

Reserve Name: Whitefish River I.R. No. 4  
Band Name: Whitefish River First Nation

Reserve Name: Wikewemikong I.R. No. 26  
Band Name: Wikwemikong Unceded First Nation

APPENDIX B

TAB 3 UNORGANIZED TOWNSHIPS

Networks provides service to numerous Unorganized geographic townships.  
These townships are not incorporated as municipalities.

APPENDIX B

TAB 4 MUNICIPALITIES IN WHICH A PORTION OF THE MUNICIPALITY IS SERVED BY THE LICENSEE  
AND ANOTHER PORTION OF THE MUNICIPALITY IS SERVED BY ANOTHER DISTRIBUTOR

|   |   |
|---|---|
| Name of Municipality:                               | Township of Alfred and Plantagenet  |
| Formerly Known As:                                  | Township of Alfred, Village of Alfred, Township of North Plantagenet, Village of Plantagenet, as at December 31, 1996.                                  |
| Area Not Served By Networks:                        | The area served by Hydro 2000 Inc. described as the former Villages of Alfred and Plantagenet as more particularly set out in Licence No. ED-2002-0542. |
| Networks assets within area not served by Networks: | Yes   |
| Customer(s) within area not served by Networks:     | No  |
| Name of Municipality:                               | Town of Amherstburg   |
| Formerly Known As:                                  | Town of Amherstburg, Township of Anderdon, Township of Malden, as at December 31, 1997.   |
| Area Not Served By Networks:                        | The area served by Essex Powerlines Corporation described as the former Town of Amherstburg as more particularly set out in Licence No. ED-2002-0499.   |
| Networks assets within area not served by Networks: | Yes   |
| Customer(s) within area not served by Networks:     | Two industrial (former Direct Class) customers located at 381 Front Road North, Amherstburg ON, and 99 Thomas Road, Amherstburg ON                      |

|   |  |
|---|--|
| Name of Municipality:                               | Township of Asphodel-Norwood   |
| Formerly Known As:                                  | Township of Asphodel, Village of Norwood, as at December 31, 1997.   |
| Area Not Served By Networks:                        | The area served by Peterborough Distribution Inc. described as the former Village of Norwood as more particularly set out in Licence No. ED-2002-0504. |
| Networks assets within area not served by Networks: | Yes  |
| Customer(s) within area not served by Networks:     | No   |
| <hr/>   |  |
| Name of Municipality:                               | Township of Atikokan   |
| Formerly Known As:                                  | Same   |
| Area Not Served By Networks:                        | The area served by Atikokan Hydro Inc. as set out in Licence No. ED-2003-0001.   |
| Networks assets within area not served by Networks: | No   |
| Customer(s) within area not Served by Networks:     | No   |
| <hr/>   |  |
| Name of Municipality:                               | Town of Aylmer as at January 1, 1998.  |
| Formerly Known As:                                  | Same   |
| Area Not Served By Networks:                        | The area served by Erie Thames Powerlines Corporation described as the Town of Aylmer as more particularly set out in Licence No. ED-2002-0156.        |

Networks assets within area  
not served by Networks: Yes

Customer(s) within area not  
served by Networks: No

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Name of Municipality: City of Belleville

Formerly Known As: City of Belleville, Township of Thurlow, City of Quinte West, as at  
December 31, 1997.

Area Not Served By Networks: The area served by Veridian Connections Inc. described as the former  
City of Belleville as more particularly set out in Licence No. ED-2002-  
0503.

Networks assets within area  
not served by Networks: Yes

Customer(s) within area not  
served by Networks: No

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Name of Municipality: Township Blanford-Blenheim

Formerly Known As: Township Blanford-Blenheim as at March 31, 1999.

Area Not Served By Networks: The area served by Cambridge and North Dumfries Hydro Inc. as  
particularly set out in Licence No. ED-2002-0574.

The area served by Kitchener-Wilmot Hydro Inc. as particularly set out  
in Licence No. ED-2002-0573.

Networks assets within area  
not served by Networks: Yes

Customer(s) within area not  
served by Networks: No

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