

Hydro One Networks Inc.

7th Floor, South Tower
483 Bay Street
Toronto, Ontario M5G 2P5
www.HydroOne.com

Tel: (416) 345-5700
Fax: (416) 345-5870
Cell: (416) 258-9383
Susan.E.Frank@HydroOne.com

Susan Frank

Vice President and Chief Regulatory Officer
Regulatory Affairs



BY COURIER

July 9, 2014

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON, M4P 1E4

Dear Ms. Walli:

Hydro One Networks Inc. S80 Notice of Proposal

I am attaching two (2) paper copies of Hydro One Networks Inc.'s Notice of Proposal in accordance with Section 80 of the *Ontario Energy Board Act, 1998*. The Notice of Proposal is being filed in conjunction with Hydro One Network Inc.'s MAAD Section 86 Application to acquire Woodstock Hydro Services Inc.

An electronic copy of the Notice of Proposal has been filed using the Board's Regulatory Electronic Submission System.

Sincerely,

ORIGINAL SIGNED BY IAN MALPASS FOR SUSAN FRANK

Susan Frank

attach.

Ontario Energy Board
Preliminary Filing Requirements
For a Notice of Proposal under Sections 80 and 81
Of the *Ontario Energy Board Act*, 1998

INSTRUCTIONS:

This form applies to all applicants who are providing a Notice of Proposal to the Ontario Energy Board (the "Board") under sections 80 and 81 of the *Ontario Energy Board Act*, 1998 (the "Act"), including parties who are also, as part of the same transaction or project, applying for other orders of the Board such as orders under sections 86 and 92 of the Act.

The Board has established this form under section 13 of the Act. Please note that the Board may require information that is additional or supplementary to the information filed in this form and that the filing of the form does not preclude the applicant from filing additional or supplementary information.

PART I: GENERAL MINIMUM FILING REQUIREMENTS

All applicants must complete and file the information requested in Part I.

1.1 Identification of the Parties

1.1.1 Applicant

Name of Applicant Hydro One Networks Inc.	File No: (Board Use Only)	
Address of Head Office 483 Bay Street, South Tower, 7 th Floor Toronto, Ontario M5G 2P5	Telephone Number 416-345-4479	
	Facsimile Number 416-345-5866	
	E-mail Address regulatory@hydroone.com	
Name of Individual to Contact Ms. Erin Henderson	Telephone Number As above	
	Facsimile Number	
	E-mail Address	

1.1.2 Other Parties to the Transaction or Project

If more than one attach list

Name of Other Party Woodstock Hydro Services Inc.	Board Use Only	
Address of Head Office 500 Dundas Street, Woodstock Ontario N4S 0A7	Telephone Number 519-539-2382 x 2101	
	Facsimile Number 519-539-3275	
	E-mail Address dcreery@cityofwoodstock.ca	
Name of Individual to Contact Mr. David Creery	Telephone Number As above	
	Facsimile Number	
	E-mail Address	

1.2 Relationship between Parties to the Transaction or Project

1.2.1	<p>Attach a list of the officers, directors and shareholders of each of the parties to the proposed transaction or project.</p> <p>Please refer to Attachment 1 for the list of officers, directors and shareholders of Hydro One Networks Inc.</p> <p>Please refer to Attachment 2 for the list of officers, directors and shareholders of Woodstock Hydro Services Inc.</p>	
1.2.2	<p>Attach a corporate chart describing the relationship between each of the parties to the proposed transaction or project and each of their respective affiliates.</p> <p>Please refer to Attachment 3 for an organizational chart for Hydro One Networks Inc.</p> <p>Please refer to Attachment 4 for an organizational chart for Woodstock Hydro Services Inc.</p>	

1.3 Description of the Businesses of Each of the Parties



1.3.1	<p>Attach a description of the business of each of the parties to the proposed transaction or project, including each of their affiliates licenced under the OEB Act to operate in Ontario for the generation, transmission, distribution, wholesaling or retailing of electricity or providing goods and services to companies licenced under the OEB Act in Ontario ("Electricity Sector Affiliates").</p> <p>Woodstock Hydro Services Inc. ("WHSI") WHSI owns and is responsible for the operation, maintenance and management of the assets associated with the distribution of electrical power and energy within its service territory, as specified in Distribution Licence ED-2003-0011. WHSI also provides water and waste water billing and metering services to customers located within the City of Woodstock, on behalf of the County of Oxford.</p> <p>WHSI is, at the date of this application, a wholly-owned subsidiary of Woodstock Hydro Holdings Inc. ("WHHI"), a holding company, itself wholly-owned by the City of Woodstock.</p> <p>Hydro One Inc. ("HOI") Hydro One Inc. is wholly-owned by the Province of Ontario and is the parent company of Hydro One Networks Inc., Hydro One Brampton Networks Inc., Hydro One Remote Communities Inc. and Hydro One Telecom Inc.</p> <p>Hydro One Networks Inc. ("Hydro One") Hydro One is a wholly-owned subsidiary of HOI and is the largest transmitter and distributor of electricity in Ontario. Hydro One's distribution company serves approximately 1.2 million customers. Customers include local distribution companies, customers with load exceeding 5 MW, and rural and urban customers. Distribution assets as at December 31, 2013, had a net book value of \$5.6 billion. Hydro One owns and is responsible for the operation, maintenance and management of the assets associated with the distribution of electrical power and energy within its service territory, as specified in Distribution Licence ED-2003-0043. Hydro One also has a regulated transmission business owning 97% of transmission in Ontario with almost 30,000 km of high-voltage transmission lines.</p> <p>Hydro One Brampton Networks Inc. Hydro One Brampton Networks Inc. is HOI's urban distribution company serving customers in the GTA.</p> <p>Hydro One Inc. – Norfolk Power Distribution Inc.</p> <p>Hydro One Inc. – Norfolk Power Distribution Inc. owns and is responsible for the operation, maintenance, and management of the assets associated with the distribution of electrical power and energy for approximately 23,000 customers in both urban and rural areas of Norfolk County. Hydro One recently acquired all issued and outstanding shares of Norfolk Power Distribution Inc. as approved by the OEB in EB-2013-0196/EB-2013-0187/EB-2013-0198.</p> <p>Hydro One Remote Communities Inc. Hydro One Remote Communities Inc. operates a small, regulated generation and distribution system serving remote communities across Northern Ontario that are not connected to Ontario's electricity grid.</p> <p>HOI's other business segment is represented primarily by the operations of Hydro One Telecom Inc., which markets dark and lit fibre-optic capacity to telecommunications carriers and commercial customers with broadband network requirements. The assets of this segment, including Hydro One Telecom Inc., constituted approximately \$974 million of HOI's total assets of \$22 billion as at December 31, 2013.</p>	
1.3.2	<p>Attach a description of the geographic territory served by each of the parties to the proposed transaction or project, including each of their Electricity Sector Affiliates, if applicable, and the geographic location of all existing generation facilities.</p> <p>The service territories of WHSI and Hydro One are specified in their distribution licences, ED-2003-0011 and ED-2003-0043, respectively. These licences have been attached as Attachment 5 and 6 for ease of reference.</p>	

1.3.3	Attach a breakdown of the annual sales (in C\$, and in MWh) as of the most recent fiscal year end of the existing generation output among the IESO Administered Markets ("IAM"), bilateral contracts, and local distribution companies.																																																																																										
	<p>Hydro One Networks Inc. does not own or operate any generation assets and did not generate any electricity for sale for the last fiscal year end.</p> <p>WHSI's estimated total generation for 2013 was 86 MWh with an estimated annual revenue of \$57,441.</p>																																																																																										
1.3.4	<p>Attach a list identifying all relevant Board licences and approvals held by the parties to the proposed transaction or project and each of their Electricity Sector Affiliates, and any applications currently before the Board, or forthcoming. Please include all Board file numbers.</p> <table><tr><th colspan="6">Licences</th></tr><tr><th>Company</th><th>Type of Licence</th><th colspan="4">Licence Number</th></tr><tr><td>Hydro One Networks Inc</td><td>Distribution</td><td colspan="4">ED-2003-0043</td></tr><tr><td>Hydro One Remotes Communities Inc.</td><td>Distribution</td><td colspan="4">ED-2003-0037</td></tr><tr><td>Woodstock Hydro Services Inc</td><td>Distribution</td><td colspan="4">ED-2003-0011</td></tr><tr><td>Hydro One Brampton Networks Inc</td><td>Distribution</td><td colspan="4">ED-2003-0038</td></tr><tr><td>Hydro One Networks Inc</td><td>Transmission</td><td colspan="4">ET-2003-0035</td></tr><tr><th colspan="6">Proceedings Before the Board</th></tr><tr><th>Date Filed</th><th>Case No.</th><th>Applicant</th><th>Case Description</th><th>Energy Type</th><th>Category</th></tr><tr><td>13-May-14</td><td>EB-2014-0083</td><td>Hydro One Brampton Networks Inc.</td><td>2015 EDR, CoS</td><td>Electricity</td><td>Rates</td></tr><tr><td>3-May-13</td><td>EB-2013-0196</td><td>Hydro One Inc.</td><td>s. 86.2(b)</td><td>Electricity</td><td>MAADs</td></tr><tr><td></td><td>EB-2014-0213</td><td>Hydro One Inc.</td><td>s. 86 2(b)</td><td>Electricity</td><td>MAADs</td></tr><tr><td>22-Jan-14</td><td>EB-2013-0421</td><td>Hydro One Networks Inc.</td><td>Transmission Reinforcement Leave to Construct</td><td>Electricity</td><td>Facilities</td></tr><tr><td>19-Dec-13</td><td>EB-2013-0416</td><td>Hydro One Networks Inc.</td><td>2015-19 rates</td><td>Electricity</td><td>Rates</td></tr><tr><td>4-Jul-13</td><td>EB-2013-0246</td><td>Hydro One Networks Inc.</td><td>s.92, Niagara Region Wind</td><td>Electricity</td><td>Facilities</td></tr></table>	Licences						Company	Type of Licence	Licence Number				Hydro One Networks Inc	Distribution	ED-2003-0043				Hydro One Remotes Communities Inc.	Distribution	ED-2003-0037				Woodstock Hydro Services Inc	Distribution	ED-2003-0011				Hydro One Brampton Networks Inc	Distribution	ED-2003-0038				Hydro One Networks Inc	Transmission	ET-2003-0035				Proceedings Before the Board						Date Filed	Case No.	Applicant	Case Description	Energy Type	Category	13-May-14	EB-2014-0083	Hydro One Brampton Networks Inc.	2015 EDR, CoS	Electricity	Rates	3-May-13	EB-2013-0196	Hydro One Inc.	s. 86.2(b)	Electricity	MAADs		EB-2014-0213	Hydro One Inc.	s. 86 2(b)	Electricity	MAADs	22-Jan-14	EB-2013-0421	Hydro One Networks Inc.	Transmission Reinforcement Leave to Construct	Electricity	Facilities	19-Dec-13	EB-2013-0416	Hydro One Networks Inc.	2015-19 rates	Electricity	Rates	4-Jul-13	EB-2013-0246	Hydro One Networks Inc.	s.92, Niagara Region Wind	Electricity	Facilities
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1.4 Current Competitive Characteristics of the Market

1.4.1	<p>Describe the generation capacity (in MW), within the Province of Ontario, of the parties to the proposed transaction or project, including each of their respective Electricity Sector Affiliates, prior to the completion of the proposed transaction or project.</p> <p>Hydro One Networks Inc., nor any of its affiliates, owns or operates any generation in the Province of Ontario with the exception of Hydro One Remotes Communities Inc. Hydro One Remotes provided electricity to remotes communities via diesel generation, and is not connected to the Ontario's electricity grid.</p> <p>The only generation capacity of WHSI and all its affiliates that pertains to this application is produced through microFIT contract #FIT-MDEFEWG. The facility has a nameplate capacity of 9.98 kilowatts.</p>	
1.4.2	<p>Describe the generation market share based on actual MWh production as a percent of the Annual Primary Demand, within the Province of Ontario, of the parties to the proposed transaction or project, including each of their respective Electricity Sector Affiliates, prior to completion of the proposed transaction or project.</p> <p>In 2013, the total electricity consumption in Ontario was 140.7 TWh.</p> <p>Hydro One Networks Inc., and its affiliates, have 0% generation market share of Annual Primary Demand within the Province of Ontario.</p> <p>WHSI, including its affiliates, is forecasted to produce 86 MWh per year. This production forecast represents significantly less than 1% of the total Ontario Annual Primary Demand.</p>	

1.5 Description of the Proposed Transaction or Project and Impact on Competition - General

1.5.1	<p>Attach a detailed description of the proposed transaction or project, including geographic locations of proposed new transmission or distribution systems, or new generation facilities.</p> <p>There will be no new transmission, distribution or generation facilities as a result of the proposed application.</p> <p>This application is being brought forward as a result of a MAAD application between Hydro One Inc. (the parent company of Hydro One Networks Inc.) and the Corporation of the City of Woodstock. On May 21, 2014, the City of Woodstock (as Vendor) and HOI (as Purchaser) entered into a share purchase agreement (the "Agreement"), whereby the Vendor agreed to sell, and the Purchaser agreed to purchase, all of the issued and outstanding shares of WHHI (the "Purchased Shares"). For reference purposes, WHHI is a holding company, wholly-owned by the City of Woodstock.</p>	
1.5.2	<p>Describe the generation capacity (in MW), within the Province of Ontario, of the parties to the proposed transaction or project, including each of their respective Electricity Sector Affiliates, after the completion of the proposed transaction or project.</p> <p>There will be no cumulative change in the Province of Ontario as this is strictly a change of ownership.</p>	
1.5.3	<p>Describe the generation market share based on anticipated MWh production as a percentage of the Annual Primary Demand, within the Province of Ontario, of the parties to the proposed transaction or project, including each of their respective Electricity Sector Affiliates, after the completion of the proposed transaction or project.</p> <p>There will be no cumulative change.</p>	

1.5.4	<p>Attach a short description of the impact, if any, of the proposed transaction or project on competition. If there will be no impact on competition, please state the reasons. Cite specifically the impacts of the proposal on customer choice regarding generation, energy wholesalers, and energy retailers.</p> <p>This transaction will not have any impact on competition. It is a pre-existing approved microFIT contract that is transferring ownership as a result of a share purchase agreement. The transaction will have no impact on open access to the transmission or distribution system and as a result will have no impact on competition or customer choice.</p>	
1.5.5	<p>Provide confirmation that the proposed transaction or project will have no impact on open access to the transmission or distribution system of the parties or their affiliates. If open access will be affected explain how and why.</p> <p>Hydro One Networks Inc. and WHSI confirm that the proposed transaction will have no impact on open access to the transmission or distribution system.</p>	

1.6 Other Information

1.6.1	<p>Attach confirmation that the parties to the proposed transaction or project are in compliance with all licence and code requirements, and will continue to be in compliance after completion of the proposed transaction or project.</p>	
	<p>Hydro One confirms that it is materially in compliance with its regulatory requirements, subject to any approved regulatory exemptions. The list of specific code requirements from which Hydro One has been exempted can be found in Schedule 3 of Hydro One's Electricity Distribution Licence.</p> <p>WHSI has confirmed that as of the date of the Application, to the best of its knowledge, it is in compliance with all relevant licence and code requirements per its Electricity Distribution Licence (EB-2003-0011). It is expected that following the approval and completion of the transaction and after the integration of the WHSI distribution business activities into those of Hydro One, Hydro One will continue to be materially compliant with all applicable Legislation, Regulations, Market Rules, other Licence Conditions and Codes.</p>	

PART II: SECTION 80 OF THE ACT—TRANSMITTERS AND DISTRIBUTORS ACQUIRING AN INTEREST IN GENERATORS OR CONSTRUCTING A GENERATION FACILITY

All applicants filing a Notice of Proposal under section 80 of the Act must complete and file the information requested in Part II.

2.1 Effect on Competition

2.1.2	Describe whether the proposed generation output will be primarily offered into the IAM, sold via bilateral contracts, or for own use. Hydro One Networks Inc. is acquiring real property including generation facilities on one specific parcel, and as such, will assume microFIT contract #FIT-MDEFEWG. The generation output of this facility will be in accordance with the contract with the OPA for sale of electricity under the micro FIT program.	
2.1.3	Provide a description of the generation including fuel source, technology used, maximum capacity output, typical number of hours of operation in a year, and peaking versus base-load character. FIT-MDEFEWG – 9.98 kilowatts solar photovoltaic (non-rooftop)	
2.1.4	Provide details on whether the generation facility is expected to sign a “must run” contract with the IESO. This facility is not a “must-run” facility.	
2.1.5	Provide details of whether the generation facility is expected to serve a “load pocket”, or is likely to be “constrained on” due to transmission constraints. The generation facility is not expected to serve a load pocket or likely to be constrained on due to transmission constraints.	

2.2 System Reliability

Section 2.2 must be completed by applicants who are claiming that the proposed transaction or project is required for system reliability under section 82(2)(b) of the Act.

2.2.1	Provide reasons why the proposal is required to maintain the reliability of the transmission or distribution system. Provide supporting studies.	
2.2.2	Discuss the effect of the proposal on the adequacy (ability of supply to meet demand) of supply in the relevant control area or distribution region, citing effects on capacity plus reserve levels in comparison to load forecasts.	
2.2.3	Discuss the effect of the proposal on the security (ability of supply to respond to system contingencies) of supply.	
2.2.4	Provide a copy of the IESO Preliminary System Impact Assessment Report, if completed, and the IESO Final System Impact Assessment Report, if completed. If the IESO is not conducting a System Impact Assessment Report, please explain.	

PART III: SECTION 81 OF THE ACT—GENERATORS ACQUIRING AN INTEREST IN OR CONSTRUCTING A TRANSMISSION OR DISTRIBUTION SYSTEM

All applicants filing a Notice of Proposal under section 81 of the Act must complete and file the information requested in Part III.

3.1 Effect on Competition

3.1.1	Provide a description of the transmission or distribution system being acquired or constructed.	
3.1.2	Provide details on whether the generation facilities owned by the acquiring company are or will be directly connected to the transmission or distribution system being acquired or constructed.	
3.1.3	Provide details of whether the generation facility is expected to serve a “load pocket”, or is likely to be “constrained on” due to transmission constraints.	
3.1.4	Provide details on whether the generation facilities are expected to sign a “must run” contract with the IESO.	

How to Contact the Ontario Energy Board

The Ontario Energy Board is located at:

P.O. Box 2319
2300 Yonge Street, Suite 2701
Toronto, Ontario
M4P 1E4

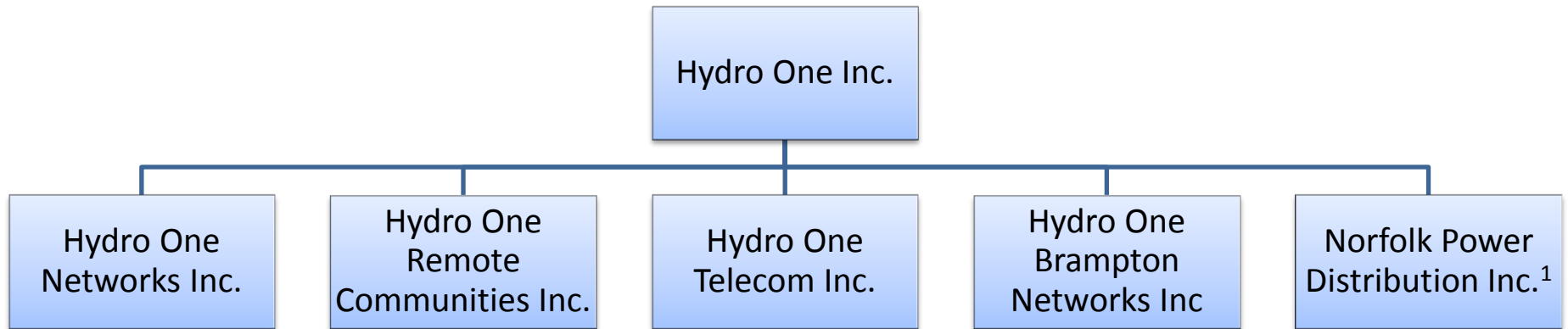
Telephone:	416-481-1967
Toll Free Number:	1-888-632-6273
Fax:	416-440-7656
Website:	http://www.oeb.gov.on.ca
Board Secretary's e-mail address:	boardsec@oeb.gov.on.ca

Officers of Hydro One Networks Inc.	
Name	Position
Carmine Marcello	President, CEO and Chair
Alexander (Sandy) Struthers	Chief Financial Officer
Joe Agostino	General Counsel
Maureen Wareham	Secretary
Directors of Hydro One Networks Inc.	
Name	Position
Carmine Marcello	President, CEO and Chair
Alexander (Sandy) Struthers	Chief Financial Officer

Note: The sole shareholder of Hydro One Networks Inc. is Hydro One Inc.

Officers of Woodstock Hydro Services Inc.			
Name		Position	
Ross McMillan		President and CEO	
Patricia Eitel		Manager, Account & Regulatory Affairs	
Jay Heaman		Manager of Operations	
Elizabeth Carswell		Manager of Internal Services	
Directors of Woodstock Hydro Services Inc.			
Name		Position	
David Creery			
Patrice Hilderley			
Note: The sole shareholder of Woodstock Hydro Services Inc. is WHHI			

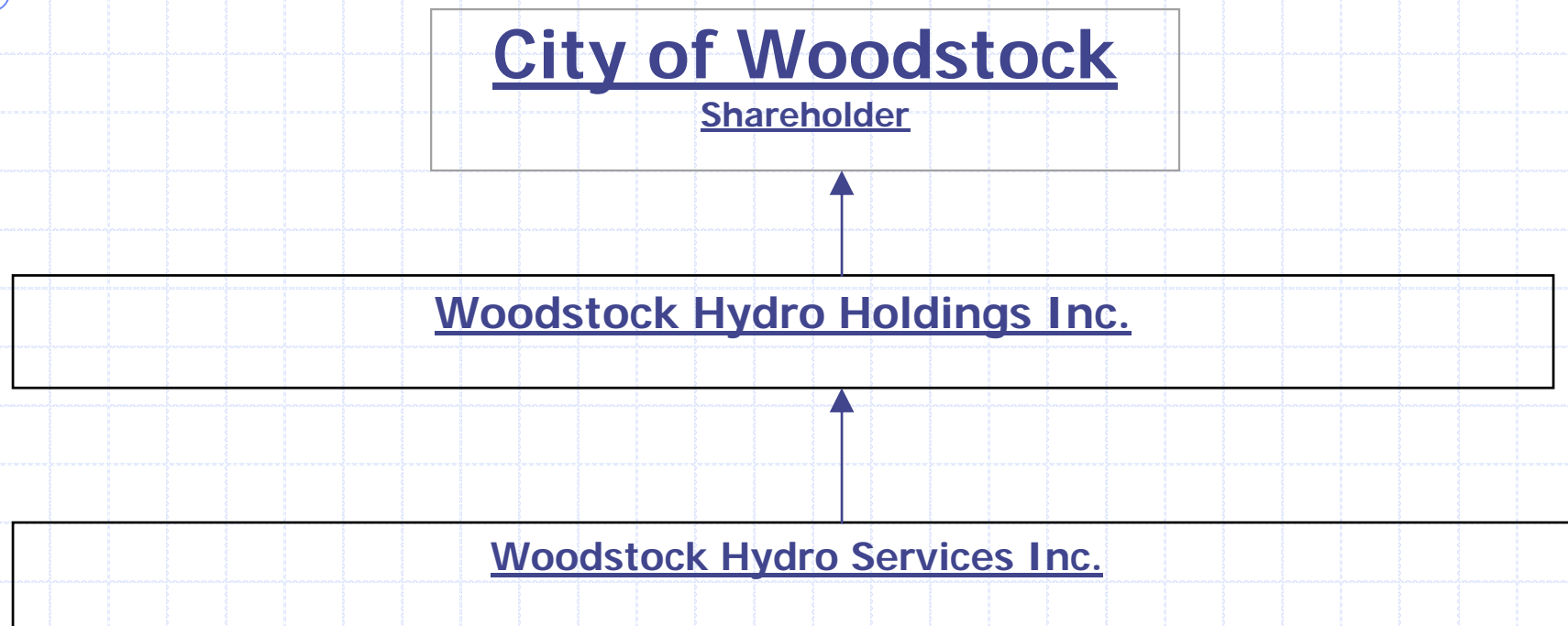
Hydro One Inc. Corporate Structure



Notes:

¹Subject to transaction closing.

Corporate Structure





Electricity Distribution Licence

ED-2003-0043

Hydro One Networks Inc.

Valid Until

September 28, 2024

Original signed by

David Richmond
Manager, Electricity Facilities and Infrastructure Applications
Ontario Energy Board

Date of Issuance: September 29, 2004
Date of Last Amendment: October 30, 2013

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

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

LIST OF AMENDMENTS

Board File No.	Date of Amendment
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
EB-2013-0373	October 30, 2013

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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 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 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

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, 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, 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 Carnarvon, 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,
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, 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 Ewantural 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 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 Hornpayne 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

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

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

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

Name of Municipality: The City of Kawartha Lakes
Formerly Known As: County of Victoria, Town of Lindsay, Municipality of Bobcaygeon/ Verulam, Village of Fenelon Falls, Village of Omemee, 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.

Name of Municipality: Town of Kearney as at March 31, 1999.
Formerly Known As: Same

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

Name of Municipality: Municipality of Killarney
Formerly Known As: 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 December 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 Dewart 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, Township of Miller, Township of Palmerston, Township of North Canonto, 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, as at December 31, 1997.
Name of Municipality:	Township of North Himsforth 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.

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

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.

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

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: Moberg I.R No. 82
Band Name: Pic Moberg 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: Naotkamegwanning 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
<hr/>	
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

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

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

Name of Municipality:	Town of the Blue Mountains
Formerly Known As:	Town of Thornbury, Township of Collingwood, as at December 31, 1997.
Area Not Served By Networks:	The area served by COLLUS Power Corp. described as the former Town of Thornbury as more particularly set out in Licence No. ED- 2002-0518.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
<hr/>	
Name of Municipality:	Municipality of Bluewater
Formerly Known As:	Township of Hay, Township of Stanley, Village of Bayfield, Village of Hensall, Village of Zurich, as at December 31, 2000.
Area Not Served By Networks:	The area served by Festival Hydro Inc. described as the former Village of Hensall, and the former Village of Zurich as more particularly set out in Licence No. ED-2002-0513.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
<hr/>	
Name of Municipality:	Town of Bracebridge
Formerly Known As:	Townships of Macaulay, Draper, Monck, Oakely, Town of Bracebridge, as at December 31, 1970.
Area Not Served By Networks:	The area served by Lakeland Power Distribution Ltd. described as the former Town of Bracebridge, as more particularly set out in Licence No. ED-2002-0540.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

One industrial customer located at 154 Beaumont Drive, Bracebridge,
ON.

Name of Municipality:

Town of Bradford-West Gwillimbury

Formerly Known As:

Town of Bradford, Township of West Gwillimbury, as at December 31,
1990.

Area Not Served By Networks:

The area served by PowerStream Inc. as particularly set out in Licence
No. ED-2004-0420, previously served by Barrie Hydro Distribution Inc.
described as the former Town of Bradford as more particularly set out
in Licence No. ED-2002-0534.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

County of Brant (Initially known as City of Brant-on-the-Grand)

Formerly Known As:

County of Brant, Town of Paris, Township of Brantford, Township of
Burford, Township of Oakland, Township of Onondaga, Township of
South Dumfries, as at December 31, 1998.

Area Not Served By Networks:

The area served by Brant County Power Inc. described as the former
Village of Burford, the former Town of Paris, the former Township of
Brantford and the former Police Village of St. George (in the former
Township of South Dumfries) as more particularly set out in Licence
No. ED-2002-0522.

The area served by Cambridge and North Dumfries Hydro Inc. as
particularly set out in Licence No. ED-2002-0574.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Brock

Formerly Known As:

Village of Beaverton, Village of Cannington, Township of Brock,
Township of Thorah, as at December 31, 1973.

Area Not Served By Networks:

The area served by Veridian Connections Inc. described as the former Villages of Beaverton and Cannington and the former Police Village of Sunderland (in the former Township of Brock) 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

Name of Municipality:

Municipality of Brockton

Formerly Known As:

Township of Greenock, Township of Brant, Town of Walkerton, as at
December 31, 1998.

Area Not Served By Networks:

The area served by Westario Power Inc. described as the former Town of Walkerton and the portion of the former Police Village of Elmwood (in the former Township of Brant) as more particularly set out in Licence No. ED-2002-0515.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:	Township of Brooke-Alvinston
Formerly Known As:	Township of Brooke, Village of Alvinston
Area Not Served By Networks:	The area served by Bluewater Power Distribution Corp. described as the former Village of Alvinston as more particularly set out in Licence No. ED-2002-0517.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
<hr/>	
Name of Municipality:	Municipality of Central Elgin
Formerly Known As:	Township of Yarmouth, Village of Belmont, Village of Port Stanley, as at December 31, 1997.
Area Not Served By Networks:	The area served by Erie Thames Powerlines Corporation described as the former Villages of Belmont and Port Stanley as more particularly set out in Licence No. ED-2002-0516.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
<hr/>	
Name of Municipality:	Municipality of Central Huron
Formerly Known As:	Township of Goderich, Township of Hullett, Town of Clinton, as at December 31, 2000.
Area Not Served By Networks:	The area served by Clinton Power Corporation described as the former Town of Clinton as more particularly set out in Licence No. ED-2002-0496..

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Centre Wellington

Formerly Known As:

Town of Fergus, Village of Elora, Township of West Garafraxa, Township of Nichol, Township of Pilkington, as at December 31, 1998.

Area Not Served By Networks:

The area served by Centre Wellington Hydro Ltd. described as the former Town of Fergus and the former Village of Elora as more particularly set out in Licence No. ED-2002-0498.

**Networks Assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Municipality of Chatham-Kent

Formerly Known As:

City of Chatham, County of Kent, Town of Blenheim, Town of Bothwell, Town of Dresden, Town of Ridgetown, Town of Tilbury, Town of Wallaceburg, Village of Erie Beach, Village of Eriean, Village of Highgate, Village of Thamesville, Village of Wheatley, Township of Camden, Township of Chatham, Township of Dover, Township of Harwich, Township of Howard, Township of Orford, Township of Raleigh, Township of Rodney, Township of Tilbury East, Township of Zone, as at December 31, 1997.

Area Not Served By Networks:

The area served by Chatham-Kent Hydro Inc. described as the former City of Chatham, former Police Village of Merlin (straddling the former townships of Raleigh and Tilbury East), former Village of Eriean, former Village of Thamesville, former Town of Bothwell, former Village of Wheatley, former Town of Dresden, former Town of Blenheim,

former Town of Tilbury, former Town of Ridgetown, and the former Town of Wallaceburg as more particularly set out in Licence No. ED-2002-0563.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Municipality of Clarington

Formerly Known As:

Town of Bowmanville, Village of Newcastle, Township of Clarke, Township of Darlington, as at December 31, 1973.

Area Not Served By Networks:

The area served by Veridian Connections Inc. described as the former Town of Bowmanville, the former Police Village of Orono (in the former Township of Clarke), the former Town of Newcastle 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:**

One Industrial customer located at 410 Waverley Road, Bowmanville ON.

Name of Municipality:

Township of Clearview

Formerly Known As:

Town of Stayner, Village of Creemore, Township of Nottawasaga, Township of Sunnidale, as at December 31, 1993.

Area Not Served By Networks:

The area served by COLLUS Power Corp. described as the former Town of Stayner and the former Village of Creemore as more particularly set out in Licence No. ED-2002-0518.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Town of Cochrane

Formerly Known As:

Town of Cochrane, Township of Glackmeyer, Unorganized Twp. of
Lamarche, as at December 31, 1999.

Area Not Served By Networks:

The area served by Northern Ontario Wires Inc. described as the
former Town of Cochrane as more particularly set out in Licence No.
ED-2002-0018

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Cramahe

Formerly Known As:

Village of Colborne, Township of Cramahe, as at December 31, 2000.

Area Not Served By Networks:

The area served by Lakefront Utilities Inc. described as the former
Village of Colborne as more particularly set out in Licence No. ED-
2002-0545.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:	Municipality of Dutton/Dunwich
Formerly Known As:	Township of Dunwich, Village of Dutton, as at December 31, 1997.
Area Not Served By Networks:	The area served by Dutton Hydro Limited described as the former Village of Dutton as more particularly set out in Licence No. ED-2003-0025.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
<hr/>	
Name of Municipality:	Town of East Gwillimbury as at March 31, 1999.
Formerly Known As:	Same
Area Not Served By Networks:	The area served by Newmarket-Tay Power Distribution Ltd. as particularly set out in Licence No. ED- 2007-0624.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No
<hr/>	
Name of Municipality:	Township of East Luther Grand Valley
Formerly Known As:	Township of East Luther, Village of Grand Valley, as at December 31, 1994.
Area Not Served By Networks:	The area served by Orangeville Hydro Limited described as the former Village of Grand Valley as more particularly set out in Licence No. ED-2002-0500.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

The Township of East Zorra-Tavistock

Formerly Known As:

Township of East Zorra, Town of Tavistock, as at December 31, 1997.

Area Not Served By Networks:

The area served by Erie Thames Powerlines Corp. described as the former Town of Tavistock as more particularly set out in Licence No. ED-2002-0516.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Edwardsburgh/Cardinal

Formerly Known As:

Village of Cardinal, Township of Edwardsburgh, as at December 31, 2000.

Area Not Served By Networks:

The area served by Rideau St. Lawrence Distribution Inc. described as the former Village of Cardinal as more particularly set out in Licence No. ED-2003-0003.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Essa as at March 31, 1999.

Formerly Known As:

Same

Area Not Served By Networks: The area served by Barrie Hydro Distribution Inc. described as the former Police Village of Thorton as more particularly set out in Licence No. ED-2002-0534.

Networks assets within area not served by Networks: Yes

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

Name of Municipality: **Town of Essex**

Formerly Known As: Town of Essex, Town of Harrow, Township of North Colchester, Township of South Colchester, as at December 31, 1998.

Area Not Served By Networks: The area served by E.L.K. Energy Inc. described as the former Town of Essex and the former Town of Harrow as more particularly set out in Licence No. ED-2003-0015.

Networks assets within area not served by Networks: Yes

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

Name of Municipality: **Town of Gravenhurst**

Formerly Known As: Formerly the Township of Morrison, the United Townships of Medora and Wood, the Township of Muskoka, the Township of Ryde, the Town of Gravenhurst, as at December 31, 1970.

Area Not Served By Networks: The area served by Veridian Connections Inc. described as the former urban boundary of the Town of Gravenhurst 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

Name of Municipality:

City of Greater Sudbury

Formerly Known As:

Region of Sudbury, City of Sudbury, City of Valley East, Town of Capreol, Town of Nickel Centre, Town of Onaping Falls, Town of Rayside-Balfour, Town of Walden, as at December 31, 2000.

Area Not Served By Networks:

The area served by Greater Sudbury Hydro Inc. described as the former City of Sudbury, the former townsite of the former Town of Capreol, and the former Town of Conniston (part of former Town of Nickel Centre) as more particularly set out in Licence No. ED-2002-0559.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Guelph/Eramosa

Formerly Known As:

Township of Guelph, Township of Eramosa, as at December 31, 1998.

Area Not Served By Networks:

The area served by Guelph Hydro Electric Systems Inc. as more particularly set out in Licence No. ED-2002-0565.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:	City of Hamilton
Formerly Known As:	Region of Hamilton-Wentworth, City of Hamilton, City of Stoney Creek, Town of Ancaster, Town of Dundas, Town of Flamborough, Township of Glanbrook, as at December 31, 2000.
Area Not Served By Networks:	The area served by Horizon Utilities Corp. described as the former City of Hamilton, the former Police Village of Ancaster, former Town of Dundas, the former Police Village of Lynden (straddling the former Town of Flamborough and Town of Ancaster), the former Village of Waterdown, and the former City of Stoney Creek as more particularly set out in Licence No. ED-2006-0031.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No

Name of Municipality:	Town of Hawkesbury as at March 31, 1999.
Formerly Known As:	Same
Area Not Served By Networks:	The area served by Hydro Hawkesbury Inc. described as the Town of Hawkesbury prior to annexation or amalgamation pursuant to the Minister's Order or Restructuring Act as more particularly set out in Licence No. ED-2003-0027.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No

Name of Municipality:	Town of Huntsville
Formerly Known As:	Township of Brunel, Village of Port Sydney, Town of Chaffey, Township of Stephenson, Township of of Stisted, Town of Huntsville, as at December 31, 1970.
Area Not Served By Networks:	The area served by Lakeland Power Distribution Ltd. described as the former Town of Huntsville as more particularly set out in Licence No. ED-2002-0540.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	One Industrial customer located at 61 Domtar Road, Huntsville ON.

Name of Municipality:	Municipality of Huron East
Formerly Known As:	Village of Brussels, Township of Grey, Township of McKillop, Town of Seaforth, Township of Tuckersmith, as at December 31, 2000.
Area Not Served By Networks:	The area served by Festival Hydro Inc. described as the former Village of Brussels and the former Town of Seaforth as more particularly set out in Licence No. ED-2002-0513.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No

Name of Municipality:	Township of Huron-Kinloss
Formerly Known As:	Township of Huron (former Police Village of Ripley amalgamated with twp in 1995), Township of Kinloss, Village of Lucknow, as at December 31, 1998.
Area Not Served By Networks:	The area served by Westario Power Inc. described as the former

Police Village of Ripley (in the former Township of Huron) and the former Village of Lucknow as more particularly set out in Licence No. ED-2002-0515.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Municipality of Huron Shores

Formerly Known As:

Township of Day & Bright Add'l, Township of Thessalon, Township of Thompson, Village of Iron Bridge, as at December 31, 1998.

Area Not Served By Networks:

The area served by Great Lakes Power Limited described as part of the former Township of Thessalon or as more particularly set out in Licence No. ED-1999-0227

**Networks assets within area
not served by Networks:**

No

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Town of Ingersoll

Formerly Known As:

Same

Area Not Served By Networks:

The area served by Erie Thames Powerlines Corporation described as the Town of Ingersoll as more particularly set out in Licence No. ED-2002-0516.

**Networks assets within area
not served by Networks:**

Yes

Customer(s) within area not served by Networks:

No

Name of Municipality:

Town of Iroquois Falls as at March 31, 1999.

Formerly Known As:

Same

Area Not Served By Networks:

The area served by Northern Ontario Wires Inc. described as the Town of Iroquois Falls as more particularly set out in Licence No. ED-2002-0018.

Networks assets within area not served by Networks:

Yes

Customer(s) within area not served by Networks:

No

Name of Municipality:

City of Kenora

Formerly Known As:

Town of Kenora, Town of Keewatin, Town of Jaffray Melick, as at December 31, 1999.

Area Not Served By Networks:

The area served by Kenora Hydro Electric Corporation Ltd. described as the former Town of Kenora and part of the former Town of Keewatin as more particularly set out in Licence No. ED-2003-0030.

Networks assets within area not served by Networks:

Yes

Customer(s) within area not served by Networks:

No

Name of Municipality:

Township of Killaloe, Hagarty and Richards

Formerly Known As:

Township of Hagarty and Richards, Village of Killaloe, as at June 30, 1999

Area Not Served By Networks: The area served by Ottawa River Power Corp. described as the former Village of Killaloe as more particularly set out in Licence No. ED-2002-0033.

Networks assets within area not served by Networks: Yes

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

Name of Municipality: **Municipality of Kincardine**

Formerly Known As: Town of Kincardine, Township of Bruce (Village of Tiverton, Township of Bruce amalgamation), Township of Kincardine, as at December 31, 1998.

Area Not Served By Networks: The area served by Westario Power Inc. described as the former Town of Kincardine as more particularly set out in Licence No. ED-2002-0515.

Networks assets within area not served by Networks: Yes

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

Name of Municipality: **Township of King as at March 31, 1999**

Formerly Known As: Same

Area Not Served By Networks: The area served by PowerStream Inc. as more particularly set out in Licence No. ED-2004-0420.

The area served by Newmarket-Tay Power Distribution Ltd. as more particularly set out in Licence No. ED-2007-0624.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
Served by Networks:**

No

Name of Municipality:

City of Kingston

Formerly Known As:

City of Kingston, Township of Kingston, Township of Pittsburgh, as at December 31, December 31, 1997.

Area Not Served By Networks:

The area served by Kingston Electricity Distribution Ltd. described as the former City of Kingston, the former Township of Kingston, and part of the former Township of Pittsburgh as more particularly set out in Licence No. ED-2003-0057.

The area served by Canadian Niagara Power Inc. described as part of the former Township of Pittsburgh as more particularly set out in Licence No. ED-2002-0572.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Town of Kingsville

Formerly Known As:

Town of Kingsville, Township of Gosfield North, Township of Gosfield South, as at December 31, 1997.

Area Not Served By Networks:

The area served by E.L.K. Energy Inc. described as the former Town of Kingsville and the former Police Village of Cottam (in the former Township of Gosfield North), including Part Lot 269 Part 1 12R-23403, Part Lot 268 Part 1 12R-23674 and Part Lot 269RP 12R-1331 Parts 4

and 5 located at 168 Belle River Road North, as more particularly set out in Licence No. ED-2003-0015.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Town of Lakeshore

Formerly Known As:

Township of Lakeshore, (Jan 1998: Town of Belle River, Township of Maidstone amalgamated into Lakeshore Township), Township of Rochester, Township of Tillbury North, Township of Tillbury West, as at December 31, 1998.

Area Not Served By Networks:

The area served by E.L.K. Energy Inc. described as the former Police Village of Comber (in the former Township of Tillbury West) and the former Town of Belle River as more particularly set out in Licence No. ED-2003-0015.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Municipality of Leamington

Formerly Known As:

Town of Leamington, Township of Mersea, as at December 31, 1998.

Area Not Served By Networks:

The area served by Essex Powerlines Corporation described as the former Town of Leamington 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:**

No

Name of Municipality:

Township of Leeds and the Thousand Islands

Formerly Known As:

Township of Front of Leeds and Lansdowne, Township of Rear of
Leeds and Lansdowne,

Township of Front of Escott, as at December 31, 2000.

Area Not Served By Networks:

The area served by Canadian Niagara Power Inc. described as part of
the former Township of the Front of Leeds and Lansdowne as more
particularly set out in Licence No. ED-2002-0572.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Municipality of Magnetawan

Formerly Known As:

Township of Chapman, Village of Magnetawan, Unorganized Township
of Croft, as at December 31, 1997.

Area Not Served By Networks:

The area served by Lakeland Power Distribution Ltd. described as the
former Village of Magnetawan as more particularly set out in Licence
No. ED-2002-0540.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:	Town of Minto
Formerly Known As:	Township of Minto, Town of Palmerston, Town of Harriston, Village of Clifford, as at December 31, 1998.
Area Not Served By Networks:	The area served by Westario Power Inc. described as the former Town of Harriston, the former Town of Palmerston, and the former Village of Clifford as more particularly set out in Licence No. ED-2002-0515.
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:	The Corporation of the Town of Mississippi Mills
Formerly Known As:	Town of Almonte, Township of Pakenham, Township of Ramsay, as at December 31, 1998.
Area Not Served By Networks:	The area served by Ottawa River Power Corp. described as the former Town of Almonte as more particularly set out in Licence No. ED-2003-0033.
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:	Town of New Tecumseth
Formerly Known As:	Town of Alliston, the Village of Beeton, the Village of Tottenham and the portion of the Township of Tecumseth, as at December 31, 1991.
Area Not Served By Networks:	The area served by PowerStream Inc. described as the former Town of Alliston, the former Village of Beeton and the former Village of

Tottenham (all in the former Township of Tecumseth) as more particularly set out in Licence No. ED-2004-0420.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

One Industrial customer located in the former Town of Alliston.

Name of Municipality:

The Corporation of Norfolk County

Formerly Known As:

Township of Norfolk, Township of Delhi, Town of Simcoe, City of Nanticoke (westerly 'half' only), as at December 31, 2000.

Area Not Served By Networks:

The area served by Norfolk Power Distribution Inc. described as the former Town of Delhi (in the former Township of Delhi), the westerly half of the former City of Nanticoke, the former Village of Port Rowan (in former Township of Norfolk), and the former Town of Simcoe as more particularly set out in Licence No. ED-2002-0521.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

One Industrial customer located at Lake Erie and Regional Rd.. 3, Nanticoke, ON.

Name of Municipality:

Township of North Huron

Formerly Known As:

Town of Wingham, Village of Blyth, Township of East Wawanosh, as at December 31, 2000.

Area Not Served By Networks:

The area served by Westario Power Inc. described as the former Town of Wingham as more particularly set out in Licence No. ED-2002-0515.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

Two Industrial customers located at 40621 Amberly Rd., and 200
Water Street Wingham, ON.

Name of Municipality:

Municipality of North Middlesex

Formerly Known As:

Township of McGillivray, Township of East Williams, Township of West
Williams, Town of Parkhill, Village of Ailsa Craig, as at December 31,
2000.

Area Not Served By Networks:

The area served by Middlesex Power Distribution Corp. described as
the former Town of Parkhill as more particularly set out in Licence No.
ED-2003-0059.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

The Township of Norwich as at March 31, 1999.

Formerly Known As:

Township of North Norwich, Township of South Norwich, Township of
East Oxford, Village of Norwich, Village of Burgessville, and Police
Village of Otterville, as at

Area Not Served By Networks:

The area served by Erie Thames Powerlines Corp. described as the
former Village of Norwich, the former Village of Burgessville, and the
former Police Village of Otterville as more particularly set out in
Licence No. ED-2002-0516.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:	City of Ottawa
Formerly Known As:	Region of Ottawa-Carleton, City of Gloucester, City of Kanata, City of Nepean, City of Ottawa, City of Vanier, Township of Cumberland, Township of Goulbourn, Township of Osgoode, Township of Rideau, Township of West Carleton, Village of Rockcliffe Park, as at December 31, 2000.
Area Not Served By Networks:	The area served by Hydro Ottawa Limited described as the former City of Gloucester, the former City of Kanata, the former City of Nepean, the former City of Ottawa, the former City of Vanier, the former Township of Goulbourn, the former Village of Rockcliffe Park, and the portion of the former Township of Rideau on Long Island, North of Bridge Street, as more particularly set out in Licence No. ED-2002-0556.
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:	Town of Pelham
Formerly Known As:	Township of Pelham, Village of Fonthill, as at December 31, 1969.
Area Not Served By Networks:	The area served by Niagara Peninsula Energy Inc. described as the former Village of Fonthill as more particularly set out in Licence No. ED-2002-0555.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No

Name of Municipality:	Township of Perth East
Formerly Known As:	Township of Mornington, Township of Ellice, Township of North Easthope, Township of South Easthope, Village of Milverton, as at December 31, 1997.
Area Not Served By Networks:	The area served by Festival Hydro Inc. as more particularly set out in Licence No. ED-2002-0513.
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 Peterborough as at March 31, 1999.
Formerly Known As:	Same
Area Not Served By Networks:	The area served by Peterborough Distribution Inc. described as the City of Peterborough 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
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Name of Municipality:	Municipality of Port Hope
Formerly Known As:	Town of Port Hope, Township of Hope (initially restructured as Municipality of Port Hope and Hope), as at December 31, 2000.
Area Not Served By Networks:	The area served by Veridian Connections Inc. described as the former Town of Port Hope 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

Name of Municipality:

Township of Puslinch as at March 31, 1999

Formerly Known As:

Same

Area Not Served By Networks:

The area served by Guelph Hydro Electric Systems Inc. as more particularly set out in Licence No. ED-2002-0565.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Municipality of Red Lake

Formerly Known As:

Township of Red Lake, Township of Golden, as at June 30, 1997.

Area Not Served By Networks:

The area served by Gold Corp Inc. described as part of the former Improvement District of Balmertown.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Russell as at March 31, 1999.

Formerly Known As:

Same

Area Not Served By Networks:

The area served by Cooperative Hydro Embrun Inc. described as the

former Police Village of Embrum as more particularly set out in Licence No. ED-2002-0493.

**Networks assets within area
not served by Networks:**

No

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Sables-Spanish Rivers

Formerly Known As:

Town of Massey, Town of Webbwood, Township of the Spanish River,
as at June 30, 1997.

Area Not Served By Networks:

The area served by Espanola Regional Hydro Distribution Corp.
described as the former Town of Massey and the former Town of
Webbwood as more particularly set out in Licence No. ED-2002-0502.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Town of Saugeen Shores

Formerly Known As:

Township of Saugeen, Town of Southampton, Town of Port Elgin, as at
December 31, 1998.

Area Not Served By Networks:

The area served by Westario Power Inc. described as the former Town
of Southampton and the former Town of Port Elgin as more
particularly set out in Licence No. ED-2002-0515.

**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 St. Thomas as at March 31, 1999.
Formerly Known As:	Same
Area Not Served By Networks:	The area served by St. Thomas Energy Inc. described as the City of St. Thomas as more particularly set out in Licence No. ED-2002-0523.

Networks assets within area not served by Networks:	Yes
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Customer(s) within area not served by Networks:	One Industrial customer located at 1 Cosma Court
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Name of Municipality:	Township of Scugog
Formerly Known As:	Township of Scugog, Township of Cartwright, Township of Reach, Village of Port Perry, as at December 31, 1973.
Area Not Served By Networks:	The area served by Veridian Connections Inc. described as the former Village of Port Perry as more particularly set out in Licence No. ED-2002-0503.

Networks assets within area not served by Networks:	Yes
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Customer(s) within area not served by Networks:	No
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Name of Municipality:	Municipality of Sioux Lookout
Formerly Known As:	Town of Sioux Lookout, as at December 31, 1997
Area Not Served By Networks:	The area served by Sioux Lookout Hydro Inc. described as the Municipality of Sioux Lookout as more particularly set out in Licence No. ED-2002-0514.

Networks assets within area

not served by Networks: Yes

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

Name of Municipality: **Township of Smith-Ennismore-Lakefield**

Formerly Known As: Village of Lakefield, Township of Smith-Ennismore (formerly Township of Smith and Township of Ennismore), as at December 31, 2000.

Area Not Served By Networks: The area served by Peterborough Distribution Inc. described as the former Village of Lakefield 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

Name of Municipality: **Municipality of South Bruce**

Formerly Known As: Township of Mildmay-Carrick, Township of Teeswater-Culross, (Jan 1998: Village of Teeswater, Township of Culross amalgamated into the Township of Teeswater-Culross. Village of Mildmay, Township of Carrick amalgamated into the Township of Mildmay-Carrick), as at December 31, 1997.

Area Not Served By Networks: The area served by Westario Power Inc. described as the former Village of Mildmay and the former Village of Teeswater as more particularly set out in Licence No. ED-2002-0515.

Networks assets within area not served by Networks: Yes

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

Name of Municipality:	Township of South Dundas
Formerly Known As:	Township of Matilda, Township of Williamsburg, Village of Iroquois, Village of Morrisburg, as at December 31, 1997.
Area Not Served By Networks:	The area served by Rideau St. Lawrence Distribution Inc. described as the former Police Village of Williamsburg, the former Village of Morrisburg, and the former Village of Iroquois as more particularly set out in Licence No. ED-2003-0003.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	No

Name of Municipality:	Township of South Glengarry
Formerly Known As:	Township of Charlottenburgh, Township of Lancaster, Village of Lancaster, Police Village of Martintown, as at December 31, 1997.
Area Not Served By Networks:	The area served by the Cornwall Street Railway Light and Power Company Limited described as part of the former Township of Charlottenburgh as more particularly set out in Licence No. ED-2004-0405.
Networks assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	Three Solar PV generator customers located at: <ol style="list-style-type: none">1. Part of Lots 5 & 6, Concession 52. Part of Lots 15 & 16, Concession 5 & 63. Lot 41, 41A, Plan 107 except Part 20 and 20A on 14R299, s/t IL 3007, TCH 4416 and Plan 107 – Pt Lot 40 as in AR 1461, Except Pt 1 & 2, 14R2143 S/T TCH 4357

Name of Municipality:	Municipality of South Huron
Formerly Known As:	Township of Stephen, Township of Usborne, Town of Exeter, as at

December 31, 2000.

Area Not Served By Networks: The area served by Festival Hydro Inc. described as the former Police Village of Dashwood as more particularly set out in Licence No. ED-2002-0513.

Networks assets within area not served by Networks: Yes

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

Name of Municipality: **Township of South Stormont**

Formerly Known As: Township of Osnabruck, Township of Cornwall, as at December 31, 1997

Area Not Served By Networks: The area served by Cornwall Street Railway Light and Power Company Limited described as part of the former Township of Cornwall and part of the former Township of Osnabruk as more particularly set out in Licence No. ED-2004-0405.

Networks assets within area not served by Networks: Yes

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

Name of Municipality: **Township of Southgate**

Formerly Known As: Village of Dundalk, Township of Egremont, Township of Proton, Police Village of Holstein, as at December 31, 1999.

Area Not Served By Networks: The area served by Wellington North Power Inc. described as the former Police Village of Holstein as more particularly set out in Licence No. ED-2002-0511.

Networks assets within area not served by Networks: Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

The Township of South-West Oxford

Formerly Known As:

Township of West Oxford, Township of Dereham, Village of Beachville,
as at December 31, 1974.

Area Not Served By Networks:

The area served by Erie Thames Powerlines Corp. described as the
former Village of Beachville as more particularly set out in Licence No.
ED-2002-0516.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

City of Stratford

Formerly Known As:

Same

Area Not Served By Networks:

The area served by Festival Hydro Inc. as more particularly set out in
Licence No. ED-2002-0513.

**Networks assets within area
not served by Networks:**

No

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Strathroy-Caradoc

Formerly Known As:

Town of Strathroy, Township of Caradoc, as at December 31, 2000.

Area Not Served By Networks:

The area served by Middlesex Power Distribution Corp. described as
the former Police Village of Mount Brydges (in the former Township of
Caradoc) and the former Town of Strathroy as more particularly set out
in Licence No. ED-2003-0059.

**Networks assets within area
not served by Networks:** Yes

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

Name of Municipality: **Township of Tay**
Formerly Known As: Village of Port McNicoll, Village of Victoria Harbour, the Township of Medonte, Township of Tay, Township of Tiny, Township of Flos, Police Village of Waubashene, as at December 31, 1996.
Area Not Served By Networks: The area served by Newmarket-Tay Power Distribution Ltd. as more particularly set out in Licence No. ED-2007-0624.

**Networks assets within area
not served by Networks:** Yes

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

Name of Municipality: **Town of Tecumseh**
Formerly Known As: Town of Tecumseh, Village of St. Clair Beach, Township of Sandwich South, as at December 31, 1998.
Area Not Served By Networks: The area served by Essex Powerlines Corporation described as the former Town of Tecumseh and the former Village of St. Clair Beach 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:** No

Name of Municipality: **Township of Uxbridge**
Formerly Known As: Town of Uxbridge, Township of Scott, Township of Uxbridge, as at December 31, 1973.
Area Not Served By Networks: The area served by Veridian Connections Inc. described as the former Town of Uxbridge 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

Name of Municipality: **Township of Warwick**
Formerly Known As: Village of Watford, Township of Warwick, as at December 31, 1997.
Area Not Served By Networks: The area served by Bluewater Power Distribution Corp. described as the former Village of Watford as more particularly set out in Licence No. ED-2002-0517.

Networks assets within area not served by Networks: Yes

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

Name of Municipality: **Township of Wellington North**
Formerly Known As: Town of Mount Forest, Village of Arthur, Township of Arthur, Township of West Luther, as at December 31, 1998.
Area Not Served By Networks: The area served by Wellington North Power Inc. described as the former Village of Arthur and the former Town of Mount Forest as more particularly set out in Licence No. ED-2002-0511.

**Networks assets within area
not served by Networks:**

No

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of West Grey

Formerly Known As:

Township of West Grey, Town of Durham (Jan 2000 Township Bentinck, Township of Glenelg, Town Normanby, Village of Neustadt amalgamated into the Township of West Grey), as at December 31, 1999.

Area Not Served By Networks:

The area served by Westario Power Inc. described as the former Village of Neustadt and a portion of the former Police Village of Elmwood (in the former Township of Bentinck) as more particularly set out in Licence No. ED-2002-0515.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Municipality of West Nipissing

Formerly Known As:

Town of Cache Bay, Town of Sturgeon Falls, Township of Caldwell, Township of Field, Township of Springer, as at December 31, 1998.

Area Not Served By Networks:

The area served by West Nipissing Energy Services Ltd. described as the former Town of Cache Bay and the former Town of Sturgeon Falls as more particularly set out in Licence No. ED-2002-0562.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality: **Municipality of West Perth**
Formerly Known As: Township of Logan, Township of Fullarton, Township of Hibbert, Town of Mitchell, Police Village of Dublin, as at December 31, 1997.
Area Not Served By Networks: The area served by West Perth Power Inc. described as the former Town of Mitchell and the former Police Village of Dublin as more particularly set out in Licence No. ED-2002-0508.

Networks assets within area not served by Networks: Yes

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

Name of Municipality: **Town of Whitby**
Formerly Known As: Same
Area Not Served By Networks: The area served by Whitby Hydro Electric Corporation and the area served by Veridian Connections Inc. as more particularly set out in Licence No. ED-2002-0571.

Name of Municipality: **Township of Whitewater Region**
Formerly Known As: Township of Ross, Township of Westmeath, Village of Beachburg, Village of Cobden, as at December 31, 2000.
Area Not Served By Networks: The area served by Ottawa River Power Corp. described as the former Village of Beachburg as more particularly set out in Licence No. ED-2003-0033.

Networks assets within area not served by Networks: Yes

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

Name of Municipality: **City of Woodstock as at March 31, 1999.**
Formerly Known As: Same
Area Not Served By Networks: The area served by Woodstock Hydro Services Inc. described as the City of Woodstock as more particularly set out in Licence No. ED-

2003-0011, including the Boot Hill Development located on part of lots 3, 7, 8, 11, 12, 13 and registered plan 86 and 501, and three customers on Mill Street with civic address numbers 388, 390 and 410.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

Township of Zorra

Formerly Known As:

Township of West Zorra, Township of East Nissouri, Township of North Oxford, Village of Embro, Village of Thamesford , as at December 31, 1997.

Area Not Served By Networks:

The area served by Erie Thames Powerlines Corp. described as the former Village of Embro and the former Village of Thamesford as more particularly set out in Licence No. ED-2002-0516.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

Name of Municipality:

The Town of Penetanguishene as at March 31, 1999

Formerly Known As:

Same

Area Not Served By Networks:

The area served by Barrie Hydro Distribution Inc. described as part of the Town of Penetanguishene as more particularly set out in Licence No. ED-2002-0534.

**Networks assets within area
not served by Networks:**

Yes

**Customer(s) within area not
served by Networks:**

No

APPENDIX B

TAB 5 CONSUMERS EMBEDDED WITHIN ANOTHER DISTRIBUTOR BUT SERVED BY THE LICENSEE

(Note also that each municipality noted in Tab 5 is a municipality served almost entirely by another distributor but in which the Licensee serves one or more consumers.)

Name of Municipality:	City of Cornwall
Assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	The customers located at 501 Wallrich Avenue.

Name of Municipality:	County of Haldimand
Assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	One customer located in Caledonia, Ont.

Name of Municipality:	City of Niagara Falls
Assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	Three customers located at 8001 Daly Street, 7780 Stanley Ave, 6225 Progress Street

Name of Municipality:	City of St. Thomas
Assets within area not served by Networks:	Yes
Customer(s) within area not served by Networks:	One industrial customer located at 1 Cosma Court.



Electricity Distribution Licence

ED-2003-0011

Woodstock Hydro Services Inc.

Valid Until

December 17, 2023

Original signed by

Kirsten Walli

Board Secretary

Ontario Energy Board

Date of Issuance: December 18, 2003

Date of Amendment: December 14, 2009

Date of Amendment: November 12, 2010

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

Commission de l'énergie de l'Ontario
C.P. 2319
2300, rue Yonge
27e étage
Toronto ON M4P 1E4

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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 Woodstock Hydro Services 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.

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 December 18, 2003 and expire on December 17, 2023. 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 4.490 MW, and its 2011-2014 Net Cumulative Energy Savings Target of 18.880 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. The City of Woodstock as of September 1, 1997.
- 4
2. Boot Hill Development located on part of lots 3, 7, 8, 11, 12, 13 and registered plan 86 and 501.
3. Three customers on Mill Street with civic address numbers 388, 390 and 410.

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.

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.

The Licensee is exempt from the requirements of section 2.5.3 of the Standard Supply Service Code with respect to the price for small volume/residential consumers, subject to the Licensee offering an equal billing plan as described in its application for exemption from Fixed Reference Price, and meeting all other undertakings and material representations contained in the application and the materials filed in connection with it.

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

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.