Hydro One Networks Inc. 7th Floor, South Tower

483 Bay Street Toronto, Ontario M5G 2P5 www.HydroOne.com Tel: (416) 345-5393 Fax: (416) 345-5866 Joanne.Richardson@HydroOne.com

Joanne Richardson Director – Major Projects and Partnerships Regulatory Affairs



BY COURIER

September 8, 2016

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

Dear Ms. Walli:

EB-2016-0155 – E.L.K. Energy Inc. Service Area Amendment Application – Interrogatory Response from Hydro One Networks Inc. to Board Staff Interrogatory #9

Please find attached Hydro One Networks Inc.'s interrogatory response to Board Staff interrogatory 9 posed to E.L.K Energy Inc. on August 25, 2016. Two hard copies will be sent to the Board shortly.

An electronic copy of this cover letter and the attached interrogatory questions has been filed through the Ontario Energy Board's Regulatory Electronic Submission System (RESS).

Sincerely,

ORIGINAL SIGNED BY JOANNE RICHARDSON

Joanne Richardson

Attach

Filed: 2016-09-08 EB-2016-0155 Exhibit I OEB 9 Page 1 of 1

Ontario Energy Board (Board Staff) INTERROGATORY #9

3 *Interrogatory*

- 5 Reference: Section 7.5.4
- 6

4

1 2

7 ELK provided a copy of Hydro One's offer to connect. However, the information 8 provided does not offer a clear comparison of the costs incurred by each distributor. As 9 part of the economic efficiency test it is appropriate for the OEB to review and 10 understand all projected costs associated with expansion of the distribution system in 11 order to connect the new development by each distributor.

12 13

14

15

- i.
- Provide a table which sets out (side by side) all itemized costs, noncontestable and contestable, to connect the development by each distributor.
- ii. Identify any civic work and the entity responsible for the completion of the civic work.
- 16 17
- 18 **Response**
- 19

20 Please find attached Hydro One's latest offer to connect ("OTC") sent to Sellick 21 Equipment Ltd. ("Sellick") on August 5, 2016 (Attachment 1). This OTC is based upon 22 Sellick's revised loading profile change provided to Hydro One on July 25, 2016. This 23 request was for a 2000 ampere service, 347V/600V secondary service voltage rating, and for a 1200 kW maximum load. 24

25

26 Also attached is the New Customer Connection Information form (Attachment 2) 27 received from Sellick, and for ease of comparison an excel spreadsheet table (Attachment 28 3) setting out the costs for non-contestable and contestable for each distributor. The costs 29 in the E.L.K. column were provided by E.L.K. to Hydro One on April 25, 2016 and are 30 based upon the costs provided in the application.

Filed: 2016-09-08 EB-2016-0155 Exhibit I OEB 9 Attachment 1 Page 1 of 22

August 5, 2016

Sellick Equipment Limited 358 Erie St N Harrow, ON NOR 1G0

Dear Sellick Equipment Limited:

Re: Offer to Connect - Distribution Lines Construction Information Package

Expansion Number ES-2016-7

please find attached the engineering data from the field design and staking work performed by Hydro One for the expansion of Hydro One Networks Inc.'s ("Hydro One") distribution facilities to accommodate the connection of the Sellick Equipment Limited's (the "Customer") proposed service at 2131 Roseborough Rd, Colchester South, Ontario (the "Proposed Service"). In order to connect the Proposed Service, an expansion of Hydro One's distribution system of a new section of approximately 0 km of distribution line from Hydro One's existing facilities to the Proposed Service (the "Expansion") is required.

Please find enclosed the following documents required for the successful completion of the connection of your Proposed Service to our distribution system:

- Distribution Line Standard Drawings (DL)
- 5 Critical Steps
- Trenching Guidelines

Please also find enclosed in this letter the following agreement(s) for your signature which is/are described below:

Customer Service Contract which includes the Layout (Schedule A) and the Terms and Conditions (Schedule B)

The above agreement(s) must be signed and delivered to Hydro One together with the full payment of the amount that you are required to pay under the terms of the Customer Service Contract within 180 days from the date of this letter (the "**180-day Period**").

Economic Evaluation Results

Under the terms and conditions set forth in the Distribution System Code issued by the Ontario Energy Board (which is available on the OEB's website, Hydro One has completed an economic evaluation of the Expansion based on the following considerations:

- Revenue Forecasting based on estimated average energy or demand and distribution rates from OEBapproved rate schedules.
- Capital Costs -capital costs of changes to and expansion of Hydro One's distribution system.
- Expense Forecasting ongoing operating and maintenance expenditures and income, capital and municipal taxes associated with the new load and Expansion.

The results of the Economic Evaluation which uses a Discounted Cash Flow ("DCF") model, has determined that the proposed guaranteed revenues from the projected guaranteed average monthly peak load of 1200 kW for the Proposed Service will support a portion of the capital investment and/or ongoing operating and maintenance costs associated with the connection of your Proposed Service.

Please refer to the Customer Service Contract attached to this letter to see how this net revenue credit has been applied by Hydro One towards the cost of the connection of your Proposed Project to Hydro One's distribution system.

Unforecasted Customer Connection Protection

As part of the service provided to you by Hydro One, we will monitor for new unforecasted Customers connecting to this new section of line ("Expansion") for five years from the date the Line Expansion was energized (the "Customer Connection Horizon"). During this time if a new unforecasted Customer benefits from the Expansion, we will calculate their fair share contribution of the Line Expansion costs based on relative load and relative line length. Hydro One will collect payment from the new unforecasted Customer and provide a rebate (without interest) to you as an initial contributor. No rebates will occur after the Customer Connection Horizon has expired. If you move from the address that will be specified in your Customer Service Contract for New Connections and Service Upgrades, you will need to notify Hydro One of your change in address in order to be able to receive any potential rebates.

Should you be entitled to have a contractor perform some of the Expansion work as will be identified in your Customer Service Contract for New Connections and Service Upgrades, we will require that you provided detailed information on the amounts spent by you in order to be able to collect amounts from new unforecasted Customers and provide such amounts to you as rebates. Please note that we will require a statement of the total cost of the expansion construction in a form that is acceptable to us before we are able to connect the line.

Next Steps to Proceed with Connection

The Customer Service Contract provides descriptions of the work that must be performed by Hydro One, the work that can be performed by Hydro One or your contractor, contract pricing, and Hydro One's terms and conditions associated with the performance of the work. Please indicate on the Cost Summary section of the Customer Service Contract your choice of Option A or Option B, and the date you require service, as accurately as possible.

This "Offer to Connect" is only valid for the 180-day Period. As such, if you would like to proceed with the connection of your Proposed Service based on the terms set out in this Offer to Connect, please sign, date and return the following documents and/or agreements to Hydro One within the 180-day Period:

Customer Service Contract

Hydro One will not order material or begin construction of any of the work to be performed by Hydro One under the terms of the Customer Service Contract unless all of the above are signed and delivered to Hydro One's office together with full payment within the 180-day Period. Please note that material deliveries can take several weeks from the time Hydro One places an order. Furthermore, the Customer and the Customer's contractor should not perform any work with respect to the connection of the Proposed Service unless all of the above have been signed and delivered to Hydro One together with full payment within the 180-day period.

Upon receipt of the above documents together with full payment, Hydro One will arrange to proceed with the Hydro One work required for this connection.

If you have any questions please call our office at 800-957-7756. Yours truly,

Elizabeth Hass Lines Customer Support Clerk Beachville Field Business Centre

Enclosed



Hydro One Networke Inc	///	dro Ono")	CUET	MEDO		CONT	DACT	Dece 1 of 2
Hydro One 56 Embro Street Bo	ж. (ПУ ру. 130 Б	Beachville	CUSI	JIVIER 3	ERVICE	CONT	RACI	Fage Tors
ON, NOJ 1A0	5A 100, 1		NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION					
Phone: 800-957-7756			ECRA	ESA Lic	; 700257	72 E	Date Prepare	d: 03/Aug/2016
SECTION 1.0 CUSTOMER INFORMATION		Ser	vice Lo	ocation:		LE3010	10343	
Name: SELLICK EQUIPMENT LIMITE	D	Lot	4	Con 2		RP#		Sublot#
Address: 358 ERIE ST N		Twp	Colch	ester				
HARROW, ON, NOR1G0		213	1 ROS	EBORO	UGH RD), COLC	HESTER SC	UTH, ON,
Phone: 5197382255				_				
Alt Phone:		CU	STOME	R: Plea	se comj	plete all	shaded are	as
Fax:		_						
				DEODU				
SECTION 2.0 STANDARD BASIC REGULA	IED W	ORK (MUSI	BE PE	RFORM	IED BY	HYDRO	ONE)	
Net Revenue Credit Applied To This Section	¢	2021 50	Desci	iption of	Other R	elated v	VOIK:	
Other Related Work	9 6	-2031.50						
Cost of Service Wire	9	2031.50						
Credit for up to 30m of Overhead Service Wire	ŝ	0.00						
Easement and Associated Costs	ŝ	0.00					_	
Standard Service Charges (ex. Additional Layout Fee)*	ŝ	0.00	PLEASE SIGN & RETURN					
Misc Charges (ex. 400 Amp Self Contained rebate)*	ŝ	0.00						
Incremental Cost for Transformer*	Š	0.00						
Deposit Paid	\$	0.00						
SUB TOTAL	\$	0.00		* Items E	Excluded fr	om Recei	ving Revenue S	upport
								il and the second se
SECTION 3.0 CONNECTION WORK (MAY I	BE PE	RFORMED B	Y EITH	ER HYD	RO ON	E or CO	NTRACTOR	as per
customer's choice)								
	HYD	RO ONE	C	NTRAC	TOR	Descri	ption of Othe	Related Work:
Other Related Work	\$	0.00	\$					
Net Revenue Credit Applied To This Section	\$	0.00	\$		0.00			
Incremental Cost for Pad-Mounted Transformer*	\$	0.00	\$		0.00			
SUB TOTAL	\$	0.00	\$		0.00	* Items E Support	Excluded from R	eceiving Revenue

SECTION 4.0 CUSTOMER OWNED EQUIPMENT (MAY BE PERFORMED BY EITHER HYDRO ONE or CONTRACTOR as per customer's choice)

			Description of Work
Cost of Work Described		\$ 0.00	
Electrical Safety Authority Permit		\$ 0.00	
	SUB TOTAL	\$ 0.00	

SECTION 5.0 EXPANSION WORK		5.0A		5.0B						
		HYD	RO ONE	H	YDRO ON	IE <u>OR</u>	5.0A Description of Work:			
				CONTRACTOR			Supply and install Bell tangent pole, supply			
5.1 Engineering Design	ą	\$	0.00		N/A		and install O/H primary conductor, supply			
5.2 Material		\$	3660.71	\$		0.00	supply and install primary terminations and			
5.3 Labour		\$	7297.24	\$		0.00	connect.			
5.4 Equipment		\$	4096.69	\$		0.00				
5.5 Administrative Activities		\$	1408.24	\$		0.00	5.0B Description of Work:			
5.6 Easement and associated Costs		\$	0.00		N/A		· · · · · · · · · · · · · · · · · · ·			
5.7 Unforecasted Connection Costs (From Earlier Expansion)		\$	0.00		N/A					
5.8 Engineering Design (paid)		\$	0.00		N/A					
5.9 Net Revenue Credit or Cost		\$	-16462.88	\$		0.00				
	SUB TOTAL	\$	0.00	\$		0.00				
2										
SECTION 6.0 LINE EXPANSION COMMISSIONING										

Commissioning Work On Contractor Built Line

Note: Only Applies to Option B

\$ 0.00

1 1 1/2	Hydro One Networks, Inc. ("Hydro One"	') CUSTOMER S	CUSTOMER SERVICE CONTRACT Page							
hydro	Hydro One, 56 Embro Street Box 130, Beachville ON, N0J 1A0	NEW CONNECTIONS	, SERVICE	E UPGRADI	ES & EMBE	DDED GENE				
one	Phone: 800-957-7756	ECRA/ESA Lic	700257	72 C	Date Pre	pared: 03	Aug/2016			
SECTION 1.0 CI	ISTOMER INFORMATION	Samiaa Logation:	_	1 52010	10242					
Name: SEL		Lot 4 Con 2		RP#	10343	Suble	1 #			
Address: 358	ERIE ST N	Twp Colchester		IXI #		Oubic	λ(π			
HAI	RROW, ON, NOR1G0	2131 ROSEBOROL	JGH RD	, COLC	HESTER	SOUTH	, <mark>ON</mark> ,			
Alt Phone: 519	/382255									
Fax:		CUSTOWER: Pleas	se com	piete all	snaded	areas				
COSTSUMMAR	Υ	2012								
Service Connec	tion And Expansion Work Required To C	onnect You	7	(Section	n Details	On Page	<u>e 1)</u>			
Select Option 'A'	If the Customers wante I ludge One to second the second second	ctor complete the work de	escribed u	inder Sect	ions 3.0 an	nd 5.0B belo	W.			
Select Option A	If the Customer wants Hydro One to complete work o	lescribed in Sections 2.0,	3.0, 5.0A	and 5.0B						
Select Option B	The Customer wants Hydro One to complete work The Customer agrees to hire a contractor to complete	described in Sections 2. the work described in Se	0 and 5.0/ ctions 3.0	A only. and 5.0B						
Please indic	ate your selection by placing an "X" in the appropriate I	DOX.								
I, the Custon	ner, elect to choose Option 'A' and have Hydro One co	mplete Sections 2.0, 3.0,	5.0A and	5.0B						
I, the Custon I agree to hir	ner, elect To Choose Option 'B' and have Hydro One c e a contractor to complete work described In Sections	omplete Sections 2.0 and 3.0 and 5.0B.	5.0A Onl	у.						
(Section 2.0) Service	ce Connection work that must be done by Hydro One		<u>Op</u>	<u>tion 'A'</u>	OR	<u>Optic</u>	<u>on 'B'</u>			
(Section 5.0A) Expan	nsion work that must be done by Hydro One		\$ \$		0.00	\$ ¢	0.00			
(Section 3.0) Service	e Connection work that can either be done by Hydro C	ne, or customer's	Ψ \$		0.00	ֆ Տ	0.00			
contractor. (Section 5.0B) Expan	nsion Work that can be done by either Hydro One, or o	ustomor's contractor	т Ф		0.00	÷	0.00			
(Section 6.0) Line	Commissioning work that must be done by Hydro One		Э \$		0.00	\$	0.00			
		SUB TOTAL	\$		0.00	\$	0.00			
		HST	\$		0.00	\$	0.00			
		TOTAL DUE	\$		0.00		0.00			
COST SUMMARY	1									
Work on Custom	er Owned Equipment		(S	ection D	Details C	n Page 1)			
Please indicate your	choice with an "X" in the appropriate box						-			
I, the Custome	er elect to have Hydro One complete the work describe	d in Section 4.0	ŀ	lydro Or	ne					
(Section 4.0) Work or	Customer Owned Equipment		\$		0.00					
* Dection 4.0 NO		HST	\$		0.00					
Section 4.0 NO	i part of the DCF calculation	TOTAL DUE	\$		0.00					

ArcFM Rev. March 21, 2016

hydro One Networks, Inc. ("Hydro One Hydro One, 56 Embro Street Box 130, Beachville ON, NOJ 1A0 Phone: 800-957-7756	") CUSTOMER SERVICE CONTRACT Page 3 of 3 NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION ECRA/ESA Lic 7002572 Date Prepared: 03/Aug/2016									
SECTION 1.0 CUSTOMER INFORMATIONName:SELLICK EQUIPMENT LIMITEDAddress:358 ERIE ST NHARROW, ON, NOR1G0Phone:5197382255Alt Phone:Fax:	Service Location:LE301010343Lot 4Con 2RP#Sublot#Twp Colchester2131 ROSEBOROUGH RD, COLCHESTER SOUTH, ON,CUSTOMER: Please complete all shaded areas									
Acceptance of Terms and Conditions This Customer Service Contract (the "Contract") duly executed by within 180 days after the Date Prepared, failing which this Contract respect thereof. The Customer and Hydro One agree that this docu signature of its authorized staff, shall be a contract and binding upo Schedule "A", the Terms and Conditions set out in Schedule "B" and of the Contract. The parties acknowledge and agree that the above from the Date Prepared. This Contract may be executed in counterparts and delivered by face The Customer acknowledges that upon execution of the Contract, a Location identified on Page 1 (the "Account"). The Customer agrees Service Location and be bound by Hydro One's Conditions of Service	the Customer, must be received by Hydro One at the above address is null and void and Hydro One shall have no liability or obligations in ment when signed by the Customer and accepted by Hydro One, by the n the Customer and Hydro One. The Electronic Layout set out in d any other Schedule attached hereto are to be read with and form part >-noted fees are valid for a period of one hundred and eighty (180) days csimile, and the counterparts together shall constitute an original. a Hydro One account will set up in the Customer's name for the Service es to assume responsibility for charges for services provided to the ce, as amended from time to time.									
Customer Name; (Print) Customer Signature	Hydro One Networks Inc. HST# 870865821RT0001 Staff Signature:									
Date: DESIRED COMPLETION DATE:	FAX# 888-281-4589 Work <u>will not</u> be scheduled prior to return of signed contract.									
PAYMENT METHOD: AMOUNT \$ (Total amount based on your choices) Payment or confirmation of payment must accompany signed contract. Money Order Cheque Visa If payment by Credit Card, please contact 1-877-554-7344 to provide the Credit Card number, you will be asked to reference the Work Order and Customer ID number below.										
Design Work Order#: 61295269										
Customer ID: Confirmation#: Please record the confirmation number provided when paying by Co	redit Card.									

ArcFM Rev. March 21, 2016

REPRESENTATIONS AND WARRANTIES

- 1. The Customer represents and warrants that:
 - (a) it is the sole absolute beneficial and legal owner of any and all poles, anchors, wires and other electrical equipment utilized for the distribution of electrical power and energy located on the Service Location (identified in Section 1.0 of the Customer Service Contract) and not owned by Hydro One (collectively, the "Electrical System"), free and clear of any and all claims, interests and encumbrances and has the authority to enter into the Contract with respect thereto; and
 - (b) it is in possession of the Service Location and is either the registered owner in fee simple of the Service Location or the registered owner of a leasehold interest in the Service Location.
 - 2. Hydro One represents and warrants that any Work performed by Hydro One shall be performed in a manner consistent with Good Utility Practice (as that term is defined in the Distribution System Code issued by the Ontario Energy Board (the "DSC"), in accordance with Hydro One's Conditions of Service and the terms of the Customer Service Contract (the "Contract"). Except as provided herein Hydro One makes no warranties, express or implied, and Hydro One disclaims any warranty implied by law, including implied warranties of merchantability or fitness for a particular purpose and implied warranties of custom or usage with respect to the work performed by Hydro One.

THE WORK

- 3.
- (a) The Customer agrees that it shall obtain all approvals from the Electrical Safety Authority and other approvals, including municipal consents, as may be requested by Hydro One or required for purposes of the work. Hydro One shall not be obligated to perform any work until such time that the Customer has satisfied and/or complied with its obligations in the Contract, paid requisite fees and the Customer has obtained the permits and approvals referenced in this clause (the "Customer's Work"). The Customer shall advise Hydro One when it has satisfied and/or complied with the obligations described herein.
- (b) Where padmount transformation is required, the Customer shall construct a transformer ground grid and thereafter shall obtain a ground grid inspection from the ESA. Once the ESA has approved the work, the Customer shall transfer ownership of the transformer ground grid to Hydro One.
- (c) The Customer acknowledges that it will have 180 days from the date Hydro One receives payment of the fees payable under the Contract. If the Customer does not complete the Customer's Work within the specified time frame then Hydro One shall have the option of reassessing the cost of the Contract. If the cost of the Contract exceeds what was originally quoted to the Customer then the Customer agrees to pay the increased costs.
- 4. Subject to clauses 3, 5, 8, and 9 hereof and provided Hydro One has received payment of the total fees

payable as specified in the Contract, once the Customer has completed its obligations referenced in clause 3 above, Hydro One shall be obligated to perform the Work in accordance with the specifications outlined in Schedule "A" attached to the Contract and otherwise in accordance with the provisions of the Contract, and shall do so on a date to be established by Hydro One (the "Scheduled Work Date").

- 5. In the event that the work to be performed by the Customer's Contractor involves the construction and/or installation of an electricity distribution line at the Customer's Service Location, and the line is to be transferred to Hydro One, upon completion of the said construction and/or installation, but prior to the connection of the line to Hydro One's distribution system, the Customer agrees to transfer ownership of the said line to Hydro One in accordance with Hydro One's standard transfer of ownership agreement. Hydro One shall not be obligated to connect the said line until such time that the Customer has executed the transfer of ownership agreement.
- Hydro One shall own all facilities constructed by Hydro One under the terms of the Contract other than any Work performed by Hydro One under the terms of the Contract in respect of Customer Owned Equipment.
- Where the Customer has chosen to have a Contractor perform Contestable Connection Work and/or expansion work that is identified as contestable in the Contract (collectively, the "Contestable Work"):
 - (a) the Customer shall:
 - (i) complete all of the Contestable Work;
 - (ii) select and hire the Contractor;
 - (iii) assume full responsibility for the construction of the Contestable Work;
 - (iv) be responsible for administering the Contract including, the acquisition of all required permissions, permits and easements;
 - (v) ensure that the Contestable Work is performed in accordance with Hydro One's design and technical standards and specifications;
 - (b) Hydro One shall have inspected and have approved all aspects of the constructed facilities as part of a system commissioning activity prior to the connection of the Contestable Work to Hydro One's existing distribution system;
 - (c) the Customer shall be responsible for paying the cost of the following work to be performed by Hydro One:
 - (i) the design of the Contestable Work;
 - the engineering or installation of facilities required to complete the project;
 - (iii) administration of the contract between the Customer and the contractor hired by the Customer if asked to do so by the

Customer and Hydro One agrees, in writing, to do so; and

- (iv) inspection or approval of the work performed by the Contractor hired by the Customer;
- (d) by no later than fifteen (15) days prior to the date that the assets are to be transferred to Hydro One, the Customer shall provide Hydro One with a breakdown of the cost of the Contestable Work in a form acceptable to Hydro One, together with copies of all documents related to the Contestable Work including, but not limited to, all invoices, purchase orders and fixed price contracts related to the design and construction of the Contestable Work and the procurement of equipment.
- (e) the Customer shall represent and warrant to Hydro One on the date that the Contestable Work is transferred to Hydro One that:
 - the Contestable Work is free and clear of all mortgages, liens, demands, charges, pledges, adverse claims, rights, title, retention agreements, security interests, or other encumbrances of any nature and kind whatsoever;
 - the Contestable Work is free and clear of any work orders, non-compliance orders, deficiency notices or other such notices relative to the Contestable Work Assets or any part thereof which have been issued by any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies;
 - there are no matters under discussion with any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies relating to work orders, noncompliance orders, deficiency notices or other such notices pertaining to all or any part of the Contestable Work;
 - (iv) the Customer is the sole owner of the Contestable Work;
 - (vi) that the Contestable Work has been performed in accordance with Hydro One's design and technical standards and specifications; and
 - (vii) all deficiencies identified by Hydro One have been remedied;
- (f) the Customer agrees that the representations and warranties in (e) above shall survive the transfer, and the execution and delivery of any easements or other land rights, bills of sale, assignments or other instruments of transfer of title to the Contestable Work and the payment of the transfer price;
- (g) the Customer shall execute all documents necessary to evidence the transfer of the Contestable Work to Hydro One, including but not

limited to bills of sale or similar documents and legal, binding and registrable easements from all legal and beneficial owners of lands traversed by the Contestable Work and/or land use permits for Crown lands traversed by the Contestable Work, satisfactory to and in favour of Hydro One;

- (i) the Customer understands and agrees that Hydro One will not assume and shall not be liable or responsible for any and all liabilities, debts or obligations and demands, direct or indirect, absolute or contingent, of the Customer, whether or not related to, attributable to or in any way connected with the Contestable Work. The Customer shall pay, satisfy, assume, discharge, observe, perform, fulfil, release, and indemnify and save harmless Hydro One and its successors, its directors, officers, employees, representatives and agents from and against such liabilities, debts and obligations and all costs, expenses, debts, demands, proceedings, suits, actions, losses or claims in connection therewith. This obligation shall survive the termination of the Contract; and
- (h) Hydro One shall pay the Customer a transfer price on the transfer date in accordance with the requirements of the DSC. The transfer price shall be considered a cost to Hydro One for the purposes of the final economic evaluation to be performed by Hydro One in accordance with the requirements of the DSC.

FEES PAYABLE

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

ADDITIONAL FEES

9. In the event that Hydro One discovers that the Customer has failed to perform its obligations referenced in clause 3 above despite Hydro One being advised of said performance by the Customer or the Customer has breached its representations and warranties referenced in clause 1 above and/or in the event that the Customer has changed the condition of the Service Location or the Electrical System to the extent that, in Hydro One's opinion, the Work can no longer be performed in accordance with Schedule "A" of the Contract, the Customer shall reimburse Hydro One for all costs and expenses incurred by Hydro One in its preparation to perform the Work on the Scheduled Work Date, including, without limitation, Hydro One's restocking fee for returning material ordered for the Work to Hydro One's stores, facility removal expenses, the hourly rates payable to Hydro One's employees,

contractors and/or subcontractors where such employees, contractors and subcontractors are to perform the Work and have attended at the Service Location on the Scheduled Work Date and any other charges or expenses related to additional trips required to be made by the said employees, contractors and/or subcontractors to the Service Location. In the event that a new Schedule "A" is required as a result of any of the foregoing, the Customer shall also pay Hydro One's applicable fee for the new Schedule "A". The Customer shall pay all such costs, charges and expenses described herein in the same manner in which it has paid the total fees payable on the execution of the Contract, upon being notified of same by Hydro One.

RIGHT TO ENTER PROPERTY

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

REQUIREMENT TO EXECUTE CAPITAL COST RECOVERY AGREEMENT

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

LIMITATION OF LIABILITY

- 12. In addition to any amounts payable under the terms of the Contract, the Customer shall only be liable to Hydro One and Hydro One shall only be liable to the Customer for any damages that arise directly out of the willful misconduct or negligence in meeting their respective obligations under the Contract.
- 13. Despite clause 12 above, neither party shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential or incidental damages, including but not limited to punitive or exemplary damages,

whether any of the said liability, loss or damages arise in contract, tort or otherwise.

- 14. The Customer shall release, defend, discharge and indemnify Hydro One, its successors and assigns and its employees, servants, agents, representatives, contractors and subcontractors from and against all loss, damage or injury to persons or property, claims, actions, suits, proceedings, charges, risks, debts, obligations, liabilities, costs, expenses and fees which may arise from, relate to, be based upon or connected in any way with the Electrical System, the Work and/or the Contract (except if due solely to Hydro One's negligence).
- 15. Notwithstanding any other provision in the Contract, Hydro One's total liability to the Customer for any and all claims for damages under the Contract whether it arises by contract, tort or otherwise, will not exceed in aggregate the amounts paid for the Work hereunder to the date of such negligent act or wilful misconduct.
- Both parties acknowledge and agree that clauses 12, 13 and 14 shall survive the termination or expiration of the Contract.

FORCE MAJEURE

- 17. Save and except for the payment of any monies required under the Contract, neither party shall be deemed to be in default of the Contract where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including but not limited to an act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics, and an inability due to causes beyond the reasonable control of the party. The party subject to such an event of force majeure shall promptly notify the other party of its inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure. Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible.
- 18. Notwithstanding clause 17 above, the settlement of any strike, lockout, restrictive work practice or other labour disturbance constituting a force majeure event shall be within the sole discretion of the party involved in such strike, lockout, restrictive work practice or other labour disturbance and nothing in clause 17 above shall require the said party to mitigate or alleviate the effects of such strike, lockout, restrictive work practice or other labour disturbance.

AMENDMENTS

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

ASSIGNMENT

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

GOVERNING LAW

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

INCORPORATION OF DSC AND APPLICATION OF CONDITIONS OF SERVICE

22. The DSC is hereby incorporated in its entirety by reference into, and forms part of, the Contract. Unless the context otherwise requires, all references to "the Contract" include a reference to the Code. Hydro One hereby agrees to be bound by and at all times to comply with the Code, and the Customer acknowledges and agrees that Hydro One is bound at all times to comply with the Code in addition to complying with the provisions of the Contract. In the event of a conflict or an inconsistency between a

provision of the Code or the Contract, the provision of the Code shall govern. The fact that a condition, right, obligation or other term appears in the Contract but not in the Code shall not be interpreted as, or deemed grounds for finding of a conflict or inconsistency.

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

CONNECTION DENIAL

24. In addition to others reasons identified in Hydro One's Conditions of Service, Hydro One may deny connection to the Customer if the Customer owes Hydro One money regardless of whether or not all monies have been paid for under the Customer Service Contract.

ENTIRE AGREEMENT

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

Hydro One Networks, Inc	. ("H	ydro One")	CUST	OMER	SERVICE	CONTRACT Page 1 of 3				
Hydro One, 56 Embro Street Bo ON, N0J 1A0	x 130	, Beachville	NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION							
Phone: 800-957-7756			ECRA	/ESA L	_ic 700257	2 Date Prepared: 03/Aug/2016				
SECTION 4.0 CUSTOMED INFORMATION				pastia		1 E201010242				
	Ъ	Lot	4	Con	12	RP# Sublot#				
Address: 358 ERIE ST N	-	Twp	Colch	ester						
HARROW, ON, N0R1G0		213	1 ROS	EBOR	OUGH RE	, COLCHESTER SOUTH, ON,				
Phone: 5197382255										
Alt Phone:		CU	STOM	IER: F	Please cor	nplete all shaded areas				
Fax:										
SECTION 2.0 STANDARD BASIC REGULATED WORK (MUST BE PERFORMED BY HYDRO ONE)										
			Desc	ription	of Other R	elated Work:				
Net Revenue Credit Applied To This Section	\$	-2031.50								
Cost of Service Wire	\$ ¢	2031.50								
Credit for up to 30m of Overhead Service Wire	φ \$	0.00								
Easement and Associated Costs	\$	0.00								
Standard Service Charges (ex. Additional Layout Fee)*	\$	0.00			CUST	OMER COPY				
Misc Charges (ex. 400 Amp Self Contained rebate)*	\$	0.00								
Incremental Cost for Transformer"	\$	0.00								
	- 0	0.00	65	* Itom	e Evoluded fr	om Receiving Revenue Support				
300 TOTAL	Ψ	0.00			S LAGIDGEU II					
SECTION 3.0 CONNECTION WORK (MAY BE PERFORMED BY EITHER HYDRO ONE or CONTRACTOR as per										
customer's choice)										
Other Balated Work	HYDRO ONE		CONTRACTOR		ACTOR	Description of Other Related Work:				
Net Revenue Credit Applied To This Section	\$ \$	\$ 0.00 \$ ¢ 0.00 ¢		0.00						
Incremental Cost for Pad-Mounted Transformer*	\$	0.00	Ψ \$		0.00					
SUB TOTAL	\$	0.00	\$		0.00	* Items Excluded from Receiving Revenue				
			_			Support				
SECTION 4.0 CUSTOMER OWNED EQUIPM	IENT	(MAY BE PE	RFORM	IED B	Y EITHER	HYDRO ONE or CONTRACTOR				
as per customer's choice)					C 14/					
Cost of Work Described	¢	0.00	Desc	ription	OF WORK:					
Electrical Safety Authority Permit	.Գ Տ	0.00								
SUB TOTAL	\$	0.00	62							
		5 0 A		5.00						
SECTION 5.0 EXPANSION WORK	ну		ну	5.0B		5.0A Description of Work:				
		DIG ONE	CC	DNTRA	ACTOR	Supply and install Bell tangent pole, supply				
5.1 Engineering Design	\$	0.00		N/A		and install O/H primary conductor, supply				
5.2 Material	\$	3660.71	\$		0.00	supply and install primary terminations and				
5.3 Labour	\$	7297.24	\$		0.00	connect.				
5.5 Administrative Activities	9 6	4096.69	5 6		0.00	5 0B Description of Work				
5.6 Easement and associated Costs	ŝ	0.00	Ψ	N/A	0.00	S.OD Description of WOIK.				
5.7 Unforecasted Connection Costs	\$	0.00		N/A						
(From Earlier Expansion) 5.8 Engineering Design (paid)	¢	0.00		N/A						
5.9 Net Revenue Credit or Cost	ŝ	-16462.88	\$		0.00					
SUB TOTAL	\$	0.00	\$		0.00					
	ONU	NG								
SECTION 0.0 LINE EXPANSION COMMISS		U								
Commissioning Work On Contractor Built Line	No	ote: Only Applies to	Option	в	\$	6 0.00				

hydro [©]	Hydro One Networks, Inc. ("Hydro One" Hydro One, 56 Embro Street Box 130, Beachville ON, N0J 1A0 Phone: 800-957-7756	CUSTOMER SE NEW CONNECTIONS ECRA/ESA Lic	CUSTOMER SERVICE CONTRACT Page 2 of New connections, service upgrades & embedded generation ECRA/ESA Lic 7002572 Date Prepared: 03/Aug/201							
		LONALOA LIC	100		aterre	pareu.	USIAugizuito			
SECTION 1.0 CU Name: SEI Address: 356	JSTOMER INFORMATION LLICK EQUIPMENT LIMITED 3 ERIE ST N PROVINCIAL NOR100	Service Location: Lot 4 Con 2 Twp Colchester		LE3010 RP#	10343	Su	ublot#			
Bhono: 510	KROW, ON, NURIGU	2131 RUSEBURUL	JGH	RD, COLC	HESIEF	x 500	TH, ON,			
Alt Phone: Fax:	: 5197382255 one: CUSTOMER: Please complete all shaded areas									
COST SUMMAR	Ŷ									
Service Connec	tion And Expansion Work Required To C	onnect You		(Section	n Details	s On P	age 2)			
You Have The Option	n Of Having Hydro One Or Your Contractor Complete T	he Work Described Unde	r Sec	tions 3.0 and §	5.0B.					
Select Option 'A'	If the Customer wants Hydro One to complete work d	escribed in Sections 2.0,	3.0, 5	.0A and 5.0B						
Select Option 'B'	If the Customer wants Hydro One to complete work	described in Sections 2.	0 and	5.0A only.						
	The Customer agrees to hire a contractor to complete	the work described in Sec	ctions	3.0 and 5.0B						
Please indic	cate your selection by placing an "X" in the appropriate	box.								
I, the Custor	mer, elect to choose Option 'A' and have Hydro One co	omplete Sections 2.0, 3.0,	5.0A	and 5.0B						
I, the Custor I agree to hi	mer, elect To Choose Option 'B' and have Hydro One c ire a contractor to complete work described In Sections	omplete Sections 2.0 and 3.0 and 5.0B.	5.0A	Only						
				Option 'A'	OR	<u>0</u>	ption 'B'			
(Section 2.0) Servi	ice Connection Work that Must be done by Hydro One		\$		0.00	\$	0.00			
(Section 5.0A) Expa	ansion work that wust be done by Hydro One		\$		0.00	\$	0.00			
(Section 5.0B) Expa	ansion Work that can be done by either Hydro One, or y	our contractor	¢ 2		0.00	\$ ¢	0.00			
(Section 6.0) Line	Commissioning Work that Must be done by Hydro One	}	ŝ		0.00	\$	0.00			
		SUB TOTAL	\$		0.00	\$	0.00			
		HST	\$		0.00	\$	0.00			
		TOTAL DUE	\$		0.00	\$	0.00			
COST SUMMAD	v									
Work on Custor	ner Owned Equipment			(Section I	Details (On Pag	ne 2)			
Please indicate you	r choice with an "X" in the appropriate box			100001011						
Elect To Ha	ve Hydro One Complete the Work Described In Section	1 4.0		Hydro O	ne					
(Section 4.0) Work or	n Customer Owned Equipment		\$_		0.00					
		HST	\$_		0.00					
* Section 4.0 NC	T part of the DCF calculation	TOTAL DUE	\$		0.00					

ArcFM Rev. March 21, 2016

hydro	Hydro O Hydro One ON, N0J 1	one Networks, Inc. ("Hydro One e, 56 Embro Street Box 130, Beachville A0	") CUSTOMER	CUSTOMER SERVICE CONTRACT Page 3 of 3 NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION							
	Phone: 80	0-957-7756	ECRA/ESA L	ic 7002572	Date Prep	ared: 03/Aug/2016					
SECTION 1.0	CUSTOMER		Service Location	: LE3	01010343						
Name: S	SELLICK EQU	JIPMENT LIMITED	Lot 4 Con	2 RP#		Sublot#					
Address: 3	358 ERIE ST		Twp Colchester								
Phone f	HARROW, OI	N, NURIGU	2131 ROSEBORC	DUGH RD, CC	LCHESTER	SOUTH, ON,					
Alt Phone:			CUSTOMER: Plea	ase complete	all shaded a	areas					
Fax:											
Accentance	of Terms and	Conditions									
This Customer Service Contract (the "Contract") duly executed by the Customer, must be received by Hydro One at the above address within 180 days after the Date Prepared, failing which this Contract is null and void and Hydro One shall have no liability or obligations in respect thereof. The Customer and Hydro One agree that this document when signed by the Customer and accepted by Hydro One, by the signature of its authorized staff, shall be a contract and binding upon the Customer and Hydro One. The Electronic Layout set out in Schedule "A", the Terms and Conditions set out in Schedule "B" and any other Schedule attached hereto are to be read with and form part of the Contract. The parties acknowledge and agree that the above-noted fees are valid for a period of one hundred and eighty (180) days from the Date Prepared. This Contract may be executed in counterparts and delivered by facsimile, and the counterparts together shall constitute an original. The Customer acknowledges that upon execution of the Contract, a Hydro One account will set up in the Customer's name for the Service Location identified on Page 1 (the "Account"). The Customer agrees to assume responsibility for charges for services provided to the Service Location and be bound by Hydro One's Conditions of Service, as amended from time to time.											
Customer Nan	ne; (Print)		Hydro One Net	works Inc.	HST# 870865	821RT0001					
Customer Sigr	nature		Staff Signature:	100							
Date:			FAX#		888-281-4589						
DESIRED CO		DATE:	Work <u>will not</u> be s	cheduled prior to	o return of sign	ed contract.					
PAYMENT ME	ETHOD:	AMOUNT \$	(Total amount ba Payment or conf contract.	ised on your cho irmation of payn	<mark>pices)</mark> nent must acco	mpany signed					
Money O	rder 🗌 Cl	neque 🔲 Visa 🔲 MasterCa	rd								
If payment b asked to refe	y Credit Ca erence the \	rd, please contact 1-877-554 Work Order and Customer II	-7344 to provide) number below.	e the Credit	Card numb	er, you will be					
Design Work C	Order#: 6129	5269									
Customer ID:											
Confirmation#:											
Please record th	e confirmation	number provided when paying by C	edit Card.								

ArcFM Rev. March 21, 2016

REPRESENTATIONS AND WARRANTIES

- The Customer represents and warrants that: 1.
 - a) it is the sole absolute beneficial and legal owner of any and all poles, anchors, wires and other electrical equipment utilized for the distribution of electrical power and energy located on the Service Location (identified in Section 1.0 of the Customer Service Contract) and not owned by Hydro One (collectively, the "Electrical System"), free and clear of any and all claims, interests and encumbrances and has the authority to enter into the Contract with respect thereto; and
 - b) it is in possession of the Service Location and is either the registered owner in fee simple of the Service Location or the registered owner of a leasehold interest in the Service Location.
- 2. Hvdro One represents and warrants that any Work performed by Hydro One shall be performed in a manner consistent with Good Utility Practice (as that term is defined in the Distribution System Code issued by the Ontario Energy Board (the "DSC"), in accordance with Hydro One's Conditions of Service and the terms of the Customer Service Contract (the "Contract"). Except as provided herein Hydro One makes no warranties, express or implied, and Hydro One disclaims any warranty implied by law, including implied warranties of merchantability or fitness for a particular purpose and implied warranties of custom or usage with respect to the work performed by Hydro Öne.

THE WORK

3.

- a) The Customer agrees that it shall obtain all approvals from the Electrical Safety Authority and other approvals, including municipal consents, as may be requested by Hydro One or required for purposes of the work. Hydro One shall not be obligated to perform any work until such time that the Customer has satisfied and/or complied with its obligations in the Contract, paid requisite fees and the Customer has obtained the permits and approvals referenced in this clause (the "Customer's Work"). The Customer shall advise Hydro One when it has satisfied and/or complied with the obligations described herein.
- Where padmount transformation is required, the b) Customer shall construct a transformer ground grid and thereafter shall obtain a ground grid inspection from the ESA. Once the ESA has approved the work, the Customer shall transfer ownership of the transformer ground grid to Hydro One.
- C) The Customer acknowledges that it will have 180 days from the date Hydro One receives payment of the fees payable under the Contract. If the Customer does not complete the Customer's Work within the specified time frame then Hydro One shall have the option of reassessing the cost of the Contract. If the cost of the Contract exceeds what was originally quoted to the Customer then the Customer agrees to pay the increased costs.

- 4. Subject to clauses 3, 5, 8, and 9 hereof and provided Hydro One has received payment of the total fees payable as specified in the Contract, once the Customer has completed its obligations referenced in clause 3 above, Hydro One shall be obligated to perform the Work in accordance with the specifications outlined in Schedule "A" attached to the Contract and otherwise in accordance with the provisions of the Contract, and shall do so on a date to be established by Hydro One (the "Scheduled Work Date").
- 5. In the event that the work to be performed by the Customer's Contractor involves the construction and/or installation of an electricity distribution line at the Customer's Service Location, and the line is to be transferred to Hydro One,, upon completion of the said construction and/or installation, but prior to the connection of the line to Hydro One's distribution system, the Customer agrees to transfer ownership of the said line to Hydro One in accordance with Hydro One's standard transfer of ownership agreement. Hydro One shall not be obligated to connect the said line until such time that the Customer has executed the transfer of ownership agreement.
- 6. Hydro One shall own all facilities constructed by Hydro One under the terms of the Contract other than any Work performed by Hydro One under the terms of the Contract in respect of Customer Owned Equipment.
- 7. Where the Customer has chosen to have a Contractor perform Contestable Connection Work and/or expansion work that is identified as contestable in the Contract (collectively, the "Contestable Work"): (a)
 - the Customer shall:
 - complete all of the Contestable Work: (i)
 - (ii) select and hire the Contractor;
 - full responsibility (iii) assume for the construction of the Contestable Work;
 - (iv) be responsible for administering the Contract including, the acquisition of all required permissions, permits and easements:
 - (v) ensure that the Contestable Work is performed in accordance with Hydro One's design and technical standards and specifications:
 - (b) Hydro One shall have inspected and have approved all aspects of the constructed facilities as part of a system commissioning activity prior to the connection of the Contestable Work to Hydro One's existing distribution system;
 - (c) the Customer shall be responsible for paying the cost of the following work to be performed by Hydro One:
 - (i) the design of the Contestable Work;

- (ii) the engineering or installation of facilities required to complete the project;
- (iii) administration of the contract between the Customer and the contractor hired by the Customer if asked to do so by the Customer and Hydro One agrees, in writing, to do so; and
- (iv) inspection or approval of the work performed by the Contractor hired by the Customer;
- d) by no later than fifteen (15) days prior to the date that the assets are to be transferred to Hydro One, the Customer shall provide Hydro One with a breakdown of the cost of the Contestable Work in a form acceptable to Hydro One, together with copies of all documents related to the Contestable Work including, but not limited to, all invoices, purchase orders and fixed price contracts related to the design and construction of the Contestable Work and the procurement of equipment.
- e) the Customer shall represent and warrant to Hydro One on the date that the Contestable Work is transferred to Hydro One that:
 - the Contestable Work is free and clear of all mortgages, liens, demands, charges, pledges, adverse claims, rights, title, retention agreements, security interests, or other encumbrances of any nature and kind whatsoever;
 - the Contestable Work is free and clear of any work orders, non-compliance orders, deficiency notices or other such notices relative to the Contestable Work Assets or any part thereof which have been issued by any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies;
 - there are no matters under discussion with any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies relating to work orders, noncompliance orders, deficiency notices or other such notices pertaining to all or any part of the Contestable Work;
 - (iv) the Customer is the sole owner of the Contestable Work;
 - (vi) that the Contestable Work has been performed in accordance with Hydro One's design and technical standards and specifications; and
 - (vii) all deficiencies identified by Hydro One have been remedied;
- (f) the Customer agrees that the representations and warranties in (e) above shall survive the transfer, and the execution and delivery of any easements or other land rights, bills of sale, assignments or other instruments of transfer of title to the Contestable Work and the payment of the transfer price;

- (g) the Customer shall execute all documents necessary to evidence the transfer of the Contestable Work to Hydro One, including but not limited to bills of sale or similar documents and legal, binding and registrable easements from all legal and beneficial owners of lands traversed by the Contestable Work and/or land use permits for Crown lands traversed by the Contestable Work, satisfactory to and in favour of Hydro One;
- the Customer understands and agrees that (i) Hydro One will not assume and shall not be liable or responsible for any and all liabilities. debts or obligations and demands, direct or indirect, absolute or contingent, of the Customer, whether or not related to, attributable to or in any way connected with the Contestable Work. The Customer shall pay, satisfy, assume, discharge, observe, perform, fulfil, release, and indemnify and save harmless Hydro One and its successors, its directors, officers, employees, representatives and agents from and against such liabilities, debts and obligations and all costs, expenses, debts, demands, proceedings, suits, actions, losses or claims in connection therewith. This obligation shall survive the termination of the Contract; and
- h) Hydro One shall pay the Customer a transfer price on the transfer date in accordance with the requirements of the DSC. The transfer price shall be considered a cost to Hydro One for the purposes of the final economic evaluation to be performed by Hydro One in accordance with the requirements of the DSC.

FEES PAYABLE

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

ADDITIONAL FEES

9. In the event that Hydro One discovers that the Customer has failed to perform its obligations referenced in clause 3 above despite Hydro One being advised of said performance by the Customer or the Customer has breached its representations and warranties referenced in clause 1 above and/or in the event that the Customer has changed the condition of the Service Location or the Electrical System to the extent that, in Hydro One's opinion, the Work can no longer be performed in accordance with Schedule "A" of the Contract, the Customer shall reimburse Hydro One for all costs and expenses incurred by Hydro One in its preparation to perform the Work on the Scheduled Work Date, including, without limitation, Hydro One's restocking fee for returning material ordered for the Work to Hydro One's stores, facility removal expenses, the hourly rates payable to Hydro One's employees, contractors and/or subcontractors where such employees, contractors and subcontractors are to perform the Work and have attended at the Service Location on the Scheduled Work Date and any other charges or expenses related to additional trips required to be made by the said employees, contractors and/or subcontractors to the Service Location. In the event that a new Schedule "A" is required as a result of any of the foregoing, the Customer shall also pay Hydro One's applicable fee for the new Schedule "A". The Customer shall pay all such costs, charges and expenses described herein in the same manner in which it has paid the total fees payable on the execution of the Contract, upon being notified of same by Hydro One.

RIGHT TO ENTER PROPERTY

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

REQUIREMENT TO EXECUTE CAPITAL COST RECOVERY AGREEMENT

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

LIMITATION OF LIABILITY

- 12. In addition to any amounts payable under the terms of the Contract, the Customer shall only be liable to Hydro One and Hydro One shall only be liable to the Customer for any damages that arise directly out of the willful misconduct or negligence in meeting their respective obligations under the Contract.
- Despite clause 12 above, neither party shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect,

consequential or incidental damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

- 14. The Customer shall release, defend, discharge and indemnify Hydro One, its successors and assigns and its employees, servants, agents, representatives, contractors and subcontractors from and against all loss, damage or injury to persons or property, claims, actions, suits, proceedings, charges, risks, debts, obligations, liabilities, costs, expenses and fees which may arise from, relate to, be based upon or connected in any way with the Electrical System, the Work and/or the Contract (except if due solely to Hydro One's negligence).
- 15. Notwithstanding any other provision in the Contract, Hydro One's total liability to the Customer for any and all claims for damages under the Contract whether it arises by contract, tort or otherwise, will not exceed in aggregate the amounts paid for the Work hereunder to the date of such negligent act or wilful misconduct.
- Both parties acknowledge and agree that clauses 12, 13 and 14 shall survive the termination or expiration of the Contract.

FORCE MAJEURE

- 17. Save and except for the payment of any monies required under the Contract, neither party shall be deemed to be in default of the Contract where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including but not limited to an act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics, and an inability due to causes beyond the reasonable control of the party. The party subject to such an event of force majeure shall promptly notify the other party of its inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure. Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible.
- 18. Notwithstanding clause 17 above, the settlement of any strike, lockout, restrictive work practice or other labour disturbance constituting a force majeure event shall be within the sole discretion of the party involved in such strike, lockout, restrictive work practice or other labour disturbance and nothing in clause 17 above shall require the said party to mitigate or alleviate the effects of such strike, lockout, restrictive work practice or other labour disturbance.

AMENDMENTS

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

ASSIGNMENT

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

GOVERNING LAW

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

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provision of the Code or the Contract, the provision of the Code shall govern. The fact that a condition, right, obligation or other term appears in the Contract but not in the Code shall not be interpreted as, or deemed grounds for finding of a conflict or inconsistency.

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CONNECTION DENIAL

24. In addition to others reasons identified in Hydro One's Conditions of Service, Hydro One may deny connection to the Customer if the Customer owes Hydro One money regardless of whether or not all monies have been paid for under the Customer Service Contract.

ENTIRE AGREEMENT

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

5 critical steps to completing your new connection

Dear Valued Customer,

Thank you for your recent request for service. In order to schedule your connection request and provide you with the best service possible, please follow the step-by-step instructions below. If you have questions, please call us at: 1-800-957-7756, Monday to Friday, from 7:00 a.m. to 4:30 p.m.

Carefully review the enclosed sketch of your requested service layout.

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

2Read the enclosed customer service contract.

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

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

Sign the contract and fax it to us at: 888-281-4589 or mail it to Hydro One, 56 Embro Street Box 130, Beachville ON, N0J 1A0. Please make sure that you've enclosed the proper payment and payment information on the contract. Note: You don't need to wait for your ESA permit before sending this contract.

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

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

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

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

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

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

Sincerely,

Hydro One Networks Beachville Field Business Centre





Line Clearing Specifications



Type Of Line	Minimum Right of Way - (Clearance)
Primary Voltage - Overhead (over 600V)	5 m either side of center of Line
Secondary Voltage - Overhead (under 600V)	1.5m either side of center of Line
Primary and Secondary Voltage - Underground	1.5m either side of center of Line

Additional clearing will be required for identified hazardous or high growth trees located outside the minimum right of way clearance.

All brush, limbs, slash, and windfalls are to be disposed of using an acceptable method, or removed from the right-of-way site.

All logs shall be piled neatly at the edge of, and parallel to the edge of the right-of-way.

All brush and tree stumps are to be cut 8 centimeters (3 inches) or less from ground level.

Please be sure to inform Hydro One of the work completion and to arrange for inspection of the right-of-way. Approval of customer cleared right of ways will be performed by the Electrical Safety Authority's Electrical Inspector, for privately owned right of ways, and/or a qualified Hydro One representative for right of ways to be maintained by Hydro One.

Always use a qualified contractor for trees within striking distance of a power line.



Hydro One Trenching Guidelines

Secondary Service Trench with Supply taken from a Dip Pole Per Hydro One Networks Inc. Standard Drawing DU-03-209.1 SHT. 1 OF 2

The installation options listed below explain Hydro One Networks' Standard (DU-03-209.1 SHT. 1 OF 2) for the installation of Hydro One owned single phase secondary underground cables. Regardless of who installs the cable, DU-03-209.1 must be consulted prior to construction of the trench. <u>Note: Options described below will allow the cable installer crew to</u> <u>perform their work without a coordinated site visit with the trench installer.</u>

Option 1 (minimum cover of 600mm): Direct buried cable encapsulated in masonry sand at trench ends (as shown in DU-03-209.1 SHT. 1 OF 2)

- The trench can be backfilled excluding open pit area at either end of trench, prior to cable installation.
- The trench must be backfilled with clean masonry sand in areas indicated in DU-03-209.1 SHT. 1 OF 2 and clean native backfill to finished grade **immediately** after installation of cable.
- If the trench end(s) is(are) temporarily left open (i.e. if backfilling cannot occur immediately after cable installation), a length of flexible conduit shall be applied between the horizontal DB2 duct and the vertical rigid conduits at both the meter base and the source pole to provide temporary protection of the cable. See detail D1 and Part #2 in DU-03-209.1 SHT. 1 OF 2. The flexible conduits will vary in size depending on conductor size (i.e. 2" diameter for 3/0AWG and 3" diameter for 250KCMIL or 500KCMIL cable) as will the associated flexible conduit. Appropriately sized couplers (shown and listed in the parts list) shall be used to connect the rigid conduits to the flexible conduits.

For Option 2 listed below, in areas of poor soil conditions and where installing straight lengths of rigid PVC (Schedule 40) conduit is impossible, flexible conduit can be installed at the sole discretion of Hydro One. This flexible conduit shall be 100mm diameter electrical grade corrugated flexible conduit. Flexible drainage pipe or thin wall conduit is NOT acceptable.

Option 2 (reduced cover): Rigid PVC / flexible conduit, and sweeps

- In a case where 600mm of cover is not possible, the secondary cable may be installed in rigid conduit (Schedule 40 PVC) or in a continuous length of flexible conduit at a minimum cover of 300mm.
- In a case where 300mm of cover is not possible, such as on bald rock, the rigid PVC conduit (or alternatively the
 flexible conduit) as mentioned above will be covered in a minimum thickness of 3" (75mm) of concrete
 wherever reduced cover is encountered. The concrete shall cover the conduit at all points until the vertical
 component of the sweep is reached. If flexible conduit is employed, it shall not permanently extend beyond the
 concrete and be left exposed.
- Rigid PVC (Schedule 40) sweeps shall be used at the trench ends to make the transition to the meter base and dip pole conduits. See detail D2 in DU-03-209.1 SHT. 2 OF 2.

NOTE: If any discrepancies between this document and the referenced standard are found, the standard shall prevail. It is **the customer's responsibility to ensure compliance** to the standard. Not complying with the standard will result in Hydro One not completing their work and an "extra trip charge" being applied.

02	AUG 2013 NOV	D2 UPDATED WITH SWEEP, ALTERNATE METHODS ADDED TRENCH COVER RANGE. GAS	GJ PC PC	hydro	Hydro One	Networks Inc.
01	2012	SERVICE SEPARATIONS	*	Drawn:	Approved:	Date:
Rev.	lssue Date	Revision	Dwn Approved By	L.SEQUEIRA	*	AUG.30,2012
© Cop copied, media o without	yright Hydro in whole or i r used in any the written o	One Networks Inc. All rights reserved. This drawing may n part, in any printed, mechanical, electronic, film, or other y information storage or refrieval system outside of Hydro C onsent of Hydro One Networks Inc.	not be reproduced or distribution and storage One Networks Inc.,	TRENCH DETAIL CABLE - FROM D	- SECONDARY SEF	RVICE
Informat drawing to outsid	ion containe for its intend le parties.	d in this drawing is considered to be confidential. Recipien led purpose and shall take necessary measures to preven	Dwg. No. DU-03	-209.1 SHT.2	OF 2 Rev. 02	

New Customer Connection Information Completion Instructions for Customer

General Information

Please complete all required information in Section 1 on the attached New Customer Connection Information Form.

- Provide Customer Name, Phone Number and Civic Address or Township, Concession, Lot and Contractor/Consultant name and contact information.
- Desired Connection Date can be an estimated date, but one must be provided.
- **Peak Load** is the maximum peak demand.
- Requested Service Voltage Rating is secondary service voltage.
- Service Ampere Rating
 - If upgrading service, provide both **Existing** service rating and **Proposed** service rating (after upgrade).
 - For a new service, provide **proposed** service rating only.
- If there is not sufficient space on the attached form to provide all the required information, list the details on a separate sheet of paper and return as an attachment.

Loading Profile

Service Upgrade:

- Loading Profile must be provided for the Existing Service and the Total Service (after upgrade)
- Total Service = Existing Service + New Service
- The Peak Load kW, identified in the first section, must match the maximum value indicated in the Loading Profile table

New Service:

- Loading Profile of a New Service must be provided in the Total Service section
- The Peak Load kW, identified in the first section, must match the maximum value indicated in the Loading Profile table

Motor Information

To assess the impact of motor starting, Hydro One needs to know the size of motors that are equal to or above the criteria indicated on the table below.

Please note that five 5hp motors that are started at the same time have the same impact as a single 25hp motor. For example, the information of five 5hp motors needs to be included if primary voltage level is below 16kv.

Also, indicate if motor starting assistance is being implemented (for example "soft start").

Primary Voltage	Cumulative Size of 1 Phase Motors (stating at the same time)	Cumulative Size of 3 Phase Motors (starting at the same time)
16/27.6 kV and Above	> 20 hp	> 100 hp
Below 16/27.6 kV	> 10 hp	> 25 hp

Welding Machines

Required for each welder size exceeding 30 kVA.

Single Line Diagram

Please provide Hydro One with a Single Line Diagram of the required service (existing and new service).

Filed: 2016-09-08 EB-2016-0155 Exhibit I OEB 9 Attachment 2 Page 1 of 3



New Customer Connection Information

Section 1 – To	Be C	omple	eted by	y Custoi	mer (Plea	ase prov	ide all info	ormation (requeste	d)			
Customer Name:	Sellick	Equipme	ent Limited	ł	Custome	er Phone #:	(519)73	38-2255	Towns	hip:		Essex	
Civic Address:	21311	Roseborc	ough Road	d	Power Fo	actor:	0.9		Lot:	ssion.			
Contractor/Consulto	ant:	Marco	vecchio		Contract	tor Phone #	ŧ: (519)32	26-5965	Contro	actor Fax #:			
Desired Connection	Date:	Sept. 1	/2016		Peak Loc Existing	ad - (kW):	N/A		Service Size) F	rvice Ampere Rating (Panel ze) Existing Amps:			
Requested Service V	Requested Service Voltage 347V/600V				Peak Loc	ad -	1200		Service Size)	e Ampere Rati	ing (Panel	2000A	
Loadina Profile	Порозес	u (KVV).			0126/1	Toposed (Fine	il Allps.						
Existing Service		Jan	Feb	- -eb Mar Apr May Jun Jul Aug Sep C						Oct	Nov	Dec	
Demand (kW)		-			I			-	5				
Total Service Deman	nd (kW)				r	T		0	n	T			T
1 st Year	900)	900	900	900	1050	1200	1200	1200	1200	1050	900	900
2 nd Year	900)	900	900	900	1050	1200	1200	1200	1200	1050	900	900
3 rd Year	900)	900	900	900	1050	1200	1200	1200	1200	1050	900	900
4 th Year	900)	900	900	900	1050	1200	1200	1200	1200	1050	900	900
5 th Year	900)	900	900	900	1050	1200	1200	1200	1200	1050	900	900
Operation Inform	nation												
Type of Operation			□ If "¢	Residential Other" has	Retail Retail Retail	I □X Ind ted please	dustrial 🛛 specify:	School 🗆	Hospital	□ Farm □] Other		
Non Residential	Custom	ers, ple	ease cor	nplete th	e followin	ng inform	ation:						
Number of Shifts in	your Op	eration:	X Sin	gle Shift 🛛	Two Shif	fts 🛛 Thi	ee Shifts	Expected St	art Time: _	E:	xpected Sto	o Time:	
Working on Weeke	nds:	☐ Yes	XП N	0	V	Norking or	n Holidays:	Yes 1	X No				
Motor Informatio	on (Nev	v and E	xisting	Motors)			,						
Type of Equipment t	he Moto	r is Oper	ating: (E	x. Pump, C	Compressor,	, Saw, etc.) Comp	ressors					
Largest Motor: <mark>2</mark>	- 50 H	IP Com	pressor	s									
Largest Motor Size I	HP):		<mark>5</mark>	0 Type	e of Motor	(Ex. Synch	ronous, Indu	ction): Inc	luction				
Start Assistance (So	ft Start):	□ No	X Ves	s, please sp	pecify the ty	rpe <mark>Variab</mark> l	e Frequency						
Multiple Motors:													
Do multiple motors s	start at th	ie same t	ime? 🗌]n₀ x⊏] Yes								
				Cumul	ative Size (Ex. 2x50h	p + 1x20hp	=120hp)	2	2 X 50			
lf yes, please provid	le the fol	lowing ir	nformatio	n Type o	of Motors (E	x. Synchro	nous, Induct	ion)					
				Start A	Assistance (S	Soft Starter): 🗆 No 🕽	X Yes, p	lease spec	ifv the type			
Motor with the G	Freates	t Inrush	ı (i.e. Lar	gest Motor	or Combine	ation of Ma	otors that sta	rt at the sam	ne time)	/ //			
Full Load Current (A	mps):						Starting Curr	ent (Amps):					
Motor's Rated Volta	ge:					I	Max Inrush (l	‹VA):					
Number of Starts pe	er day:					1	NEMA Code	(ex. NEMA	√'G′):				
	Limitati	ions may	apply, s	ee Conditio	ons of Servi	ce: Section	2.3.3 – Ele	ctrical Distu	rbances "C	Customer Resp	onsibilities"		
Welding Machine	es (Nev	v and E	xistina	Machines	;)								
kVA Rating:					Details:								
Rated Welder Primo	ıry Volta	ge:			Maximum	Primary C	Current in Am	ps:					
Power Factor:					Number c	of Welders	Operated S	imultaneous	ly:15				
Frequency of Opera Each Machine (weld	itions of d/min):		5 min./	weld	Duration of hours/day	of Welds fo y	or Each Mac	hine: 2					
Single Line Diag	am												

Date:			ADET:				Service Centre:			
Phone:			Fax:							
Scope of Job: (Include all relevan request)	t details of Customer						-			
Rate Class:		Primary Suppl Voltage:	у		ection Type: CON 🛛 Up	ograde	Voltage Conve Area:	ersion		
Transformer Size - Existing kVA: (Include all transformers on the property)				E		Transformer				
Transformer Size – Proposed kVA: (cumulative)				Existing Customer Account #s						
Transformer Owne	rship: 🛛 Customer (Owned Transfor	mer 🗌] Hydro One Ow	ned Transform	er	T		1	
For Customer Owned Transformer, specify Primary Fuse Si				ze and Type:				Phase (R,W,B or 3 ph):		
Please complete	e a separate descri	ption for eac	h possible	e connection po	oint.			1		
Station #1: Station #2:			Feeder #	#1: #2·			Switch #1:			
Expansion Require	d: 🛛 Yes		ves.	meters		Does Refund A	Admin Apply?			
Crossing Permits Re	equired: 🛛 Yes	□ No	/ /	Type:	🗆 Rail	U Water	D Pipe	1		
Distribution Operating Map Number:			Are there any adjoining subdivision maps available: Details:							
Class C for Expo the work involved of	ansion: Provide brief and the Class C \$'s:	description of								
To be completed Provide GPS coord GPS coordinates a	d by the ADET for E linates at proposed Su ire to be latitude and lo	xpansions 1 bdivision. Each ongitude to 3 de	Kilometer Subdivision cimals or g	r or Greater ar Entrance. Neare reater. ArcFM x/	ad all Subdiv st Corner of Si 'y coordinates	visions: ubdivision Bounc provide only two	lary. o decimal places	, which is r	not adequate.	
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