Ontario Energy Board

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

Telephone: (416) 481-1967 Facsimile: (416) 440-7656 Commission de l'énergie de l'Ontario

C.P. 2319 2300, rue Yonge 27e étage Toronto ON M4P 1E4

Téléphone; (416) 481-1967 Télécopieur: (416) 440-7656



### **Statement of Work**

This Statement of Work is entered into, effective as of June 30, 2025, pursuant to the Master Agreement between Christensen Associates Energy Consulting, LLC (the "Vendor") and the Ontario Energy Board (the "OEB") made as of the 31<sup>st</sup> day of August, 2023, Contract No. RFPOEBVOREE06152023 (the "Master Agreement"). All capitalized terms used but not otherwise defined in this Statement of Work have the meaning set out in the Master Agreement.

## 1. Services & Deliverables

The Vendor will support OEB staff in its review of Hydro Ottawa Limited's (Hydro Ottawa) Custom IR Application for 2026 rates (EB-2024-0115).

As required by OEB staff, the Vendor will:

- a) Analyze the evidence of Hydro Ottawa in the areas of total and unit cost benchmarking, and the proposed rate framework. The Vendor will identify strengths and weaknesses in the filed evidence while considering OEB expectations expressed in prior decisions, OEB's Rate Handbook, the Renewed Regulatory Framework for Electricity, and other applicable sources, and generally accepted rate-making practices. This includes reviewing and providing an opinion on the above areas of the filed evidence in the context of other custom IR applications, including Hydro Ottawa's two prior cases <a href="EB-2019-0261">EB-2019-0261</a> and <a href="EB-2015-0004">EB-2015-0004</a>.
- b) Assist OEB staff with the preparation of interrogatories to fully assess the above evidence, and review responses to interrogatories.
- c) Participate in any technical conference(s) or assist OEB staff in preparing for any technical conference(s), follow-up on any details following the Vendor's review of the interrogatory responses.
- d) If required, draft a report critiquing the evidence, and/or prepare an alternative study to rebut or augment the evidence filed (Expert Report). The Expert Report, if required, will be filed on the record of the proceeding.
- e) If an Expert Report is filed, respond to interrogatories filed with respect to the expert's report.
- f) If required, assist OEB staff in preparing cross-examination for the oral hearing. Custom IR Framework and Benchmarking (Hydro Ottawa RFS # RFSOEBCIRFB05152025) Contract number PO-003706 Christensen Associates Energy Consulting, LLC 1 of 7

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- g) If an Expert Report is filed, the Vendor may be required to testify at the oral hearing to explain the analysis and findings in the Expert's Report.
- h) Assist OEB staff in preparing a final submission.

### 2. Statement of Work Term

The term of this Statement of Work shall begin on June 30, 2025, and will end no later than June 29, 2026 (the "Statement of Work Initial Term"), or any earlier date on which this Statement of Work is terminated in accordance with the terms of the Master Agreement. The Vendor shall perform the Services and provide all of the Deliverables no later than the expiration of the Statement of Work Initial Term, and in accordance with the schedule specified in this Statement of Work, unless agreed to in writing by the OEB.

# 3. <u>Extension and Renewal Term(s)</u>

The OEB shall have the option, in its sole discretion, of extending or renewing this Statement of Work for one (1) subsequent one (1) year term (a "Statement of Work Extension Term" or a "Statement of Work Renewal Term", as applicable), such Statement of Work Extension Term or Statement of Work Renewal Term to be upon the same terms (including as to the costs referenced in section 10.1 of the Master Agreement and this Statement of Work), conditions and covenants contained in the Master Agreement and this Statement of Work. These options shall be exercisable by the OEB upon thirty (30) calendar days' prior written notice to the Vendor, setting forth the precise duration of the extension or renewal. The Statement of Work Initial Term and the Statement of Work Extension Term or Statement of Work Renewal Term are collectively referred to as the "Statement of Work Term". Notwithstanding the foregoing, the Statement of Work Term should not be longer than twenty (24) months after the expiry of the Term of the Master Agreement.

#### 4. Key Personnel

Individual Team Member Name	Role / Position
Mr. Nicholas Crowley*	Project Manager / Vice President
Dr. Daniel McLeod+	Economist
Dr. Sherry Wang+	Economist
TBD	Staff Economist

<sup>\*</sup>This individual's role has changed, however their hourly rate is consistent with the Master Agreement.

# 5. Consultants Permitted to have Access to OEB's Confidential Information

Individual Team Member Name	Role / Position
Mr. Nicholas Crowley	Project Manager / Vice President
Dr. Daniel McLeod	Economist
Dr. Sherry Wang	Economist
TBD	Staff Economist

# 6. Phases, Milestones, Schedule and Reporting

The Vendor will perform the Services and provide the Deliverables in accordance with procedural timelines, as established by the OEB through procedural orders issued during the EB-2024-0115 proceeding and agreed upon with OEB staff at the kick-off meeting and throughout the proceeding. The Vendor will be required to provide the Deliverables to allow sufficient time for OEB staff to review the Deliverables, with more specific deadlines to be agreed upon during the kick-off meeting.

<sup>+</sup> These individuals are not named in the Master Agreement, however their role descriptions and hourly rates are consistent with the Master Agreement.

### 7. Rates

The fixed hourly rates that will be used in providing the services and deliverables included in the Total Agreement Value are as follows, in CANADIAN DOLLARS:

Individual Team Member Name	Role / Position	Fixed Hourly Rate Until August 31, 2025	Fixed Hourly Rate – Aug. 31, 2025, to Aug. 30, 2026	Fixed Hourly Rate - Aug. 31, 2026, to Aug. 31, 2027
Mr. Nicholas Crowley	Project Manager/ Vice President	\$	\$	\$
Dr. Daniel McLeod	Economist	\$	\$	\$
Dr. Sherry Wang	Economist	\$	\$	\$
TBD	Staff Economist	\$	\$	\$

The Fixed Hourly Rates include all fees, materials, disbursements, and anything else required to provide the services and deliverables. The hourly rates may be adjusted if the contract term is extended however, the Fixed Hourly Rates shall not exceed the Fixed Hourly Rates set out in the Master Agreement.

Amounts invoiced by the Contractor shall be based on actual time expended and shall not exceed \$173,370.00 CAD exclusive of HST, without prior written approval of the OEB

#### 8. Total Agreement Value

\$173,370 (Vendor does not charge HST).

The Total Agreement Value includes the cost of an Expert Report, if required.

In the event that the Vendor is required to attend in person at the OEB offices in Toronto or at another location requested by the OEB for this assignment, the charges, fees, or disbursements associated with such attendance will be addressed in an amending agreement to the Statement of Work. Such charges, fees or disbursements may require prior written authorization by the OEB and are subject to the Ontario government *Travel, Meal and Hospitality Expenses Directive* and *General Expenses Directive*.

# 9. Invoicing and Payment

- (a) Subject to section 10. 1of the Master Agreement, the Vendor shall invoice the OEB on a time and materials basis subject to the following conditions:
  - (i) the Vendor shall provide the OEB with a monthly invoice no later than ten (10) business days after the end of each month, and that invoice shall include: (A) the name of the Vendor; (B) the amount for which the invoice is rendered; (C) the reference number assigned to the Master Agreement and applicable Statement of Work by the OEB; (D) a brief description of the Services performed or Deliverables provided for the relevant month; (E) the identity of the persons performing those Services or providing those Deliverables and the time expended by each such person during the relevant month; (F) an itemized breakdown of the charges being included on the invoice; (G) the time period that is being included on the invoice; and (H) taxes, if payable by the OEB, identified as separate items;
  - (ii) the billing rate used in relation to each person that performed the Services or provided Deliverables during the relevant month shall be no greater than that specified in this Statement of Work in relation to that person or the fixed hourly rates specified in this Statement of Work, if applicable;
  - (iii) upon request of the OEB, the Vendor shall have a responsible officer of the Vendor certify that the invoice submitted to the OEB is true, complete and correct; and
- (b) In the event that the OEB rejects an invoice, it shall promptly so notify the Vendor and the Vendor shall provide additional information as required by the OEB to substantiate the invoice. Each invoice must be approved by the OEB before any payment is released to the Vendor.

### 10. <u>Counterparts</u>

This Statement of Work may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission and those counterparts will together constitute one and the same instrument.

[Signature page follows.]

Christensen Associates Energy Consulting, LLC	Ontario Energy Board
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Each of the Parties has executed this Statement of Work as of the dates stated below.

# Schedule B Vendor's Bid

Attached to and forming part of the Master Agreement between the Vendor and the OEB made as of the 31<sup>st</sup> day of August 2023, Contract No. RFPOEBVOREE06152023 and the Statement of Work entered into by the same parties as of June 30, 2025.

This Schedule consists of the financial portion of the Vendor's Bid in response to the Second Stage Selection Process.