



## **CONDITIONS OF SERVICE**

ISSUE DATE: JUNE 1, 2003

March 28, 2003

# OSHAWA PUC NETWORKS INC.

## CONDITIONS OF SERVICE

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April 14, 2003

# OSHAWA PUC NETWORKS INC.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 110 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Service Area</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

The *Ontario Energy Board (OEB)* has issued a Transitional Distributor Licence to Oshawa PUC Networks Inc. The *OEB* Licence ED-1999-0120, issued on April 1, 1999 to the Oshawa Public Utilities Commission describes the *service area*. The name was changed, and acknowledged as Oshawa PUC Networks Incorporated (OPUCN) by the *OEB*, in a letter dated February 13, 2001 from *OEB* Board Secretary Paul B. Pudge. The Articles of Incorporation actually indicate Oshawa PUC Networks Inc. In a letter from Paul B. Pudge, dated February 28, 2001, the *OEB* issued an extension to the Transitional Distributor Licence to the end of March 31, 2003.

OPUCN is licensed by the *OEB* to supply electricity to customers as described in its Licence. Additionally there are requirements imposed upon OPUCN by the various codes referred to in the Licence and by the *Electricity Act, 1998* and the *Ontario Energy Board Act, 1998*.

## 2. Identification

OPUCN is a private company, incorporated in accordance with the Ontario Business Corporation Act. The shareholder is the City of Oshawa. See OPUCNCOS-500 Appendix A, Corporate Contacts for the corporate address, telephone number, and Officers.

## 3. Service Territory

The initial Transitional Distributor Licence issued on April 1, 1999 described the *service area* of OPUCN.

Schedule 1 of the OPUCN distribution licence describes the *service area* as:

“City of Oshawa Boundary”

OPUCN may only operate a *distribution system* within its licenced *service area* as defined in its Distributor Licence. This *service area* is subject to change with the OEB's approval.

Nothing contained in this *Conditions of Service*, or in any contract for the supply of *distribution services* by OPUCN, shall prejudice or affect any rights, privileges, or powers vested in OPUCN by law under any Act of the Legislature of Ontario, or the Parliament of Canada, or any regulation thereunder.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 120 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Codes and Laws</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

The *Ontario Energy Board (OEB)* regulates the electricity distribution industry according to its mandate in the *Ontario Energy Board Act*. The *OEB* has instituted a number of Codes to provide details on how local distribution companies (LDC) should operate.

## 2. Laws

The laws and statutes of the City of Oshawa, Province of Ontario and the Government of Canada govern Oshawa PUC Networks Inc. (OPUCN).

### Federal Laws

The primary federal law affecting OPUCN is the *Electricity and Gas Inspection Act*. This Act regulates the accuracy of metering and billing of *Customers* by suppliers. Other federal Acts, which affect the operation, are the Excise Tax Act.

### Provincial Laws

Provincially, three Acts have the largest impact on OPUCN: The *Electricity Act, 1998* the *Ontario Energy Board Act, 1998* and the *Occupational Health and Safety Act*. Since OPUCN is a private company it is bound by the provisions of the Ontario Business Corporations Act.

The purpose of the *Electricity Act*, inter alia, is to provide *generators, retailers* and *Customers* with non-discriminatory access to *transmission* and *distribution systems*, and to promote efficiency in the generation, transmission and distribution of *energy*. The *Ontario Energy Board Act*, in addition to the items mentioned above from the *Electricity Act*, protects the interests of *Customers* with respect to prices and the reliability and quality of *distribution services*, and facilitates the maintenance of a financially viable electricity industry, among other things. By setting out the duties of all parties in the workplace, the *Occupational Health and Safety Act* provides the framework and the tools to achieve safe and healthy workplaces.



### Municipal Laws

The City of Oshawa has By-Laws that would affect the operation of OPUCN. One By-Law specifically deals with the use of public right-of-ways and the installation of *distribution services* overhead and underground on the right-of-ways.

## **3. Codes**

The supply of electricity or related services by OPUCN to any *Customer* shall be subject to various laws, regulations and codes including the latest editions of the following documents.

The *OEB* has published a number of codes to regulate the electricity industry in the Province of Ontario. The *OEB* codes are:

*Affiliate Relationships Code*  
*Transmission System Code*  
*Distribution System Code*  
*Retail Settlement Code*  
*Standard Supply Service Code*  
Electricity Retailers Code of Conduct

## **4. Priority**

In the event of a conflict between these *Conditions of Service*, the Distributor Licence, *OEB* codes, municipal, provincial or federal laws, and a *Person's Distribution Services Agreement* the following priority shall prevail:

- Federal laws and regulations
- Provincial laws and regulations
- *Electricity Act, 1998*
- *Ontario Energy Board Act, 1998*
- Distributor Licence
- Municipal laws
- *Affiliate Relationships Code*
- *Transmission System Code*
- *Distribution System Code*
- *Retail Settlement Code*
- *Standard Supply Service Code*
- Electricity Retailer Code of Conduct
- *Conditions of Service*
- *Distribution Services Agreement*

If there is a conflict between a *Distribution Services Agreement* and the *Conditions of Service* the *Conditions of Service* will prevail.

These *Conditions of Service* are mandated in the *OEB's Distribution System Code*.

When planning and designing for *distribution service*, *Customers*, *developers* and their agents must refer to all applicable provincial and federal electricity codes, and all other applicable federal, provincial, municipal laws, regulations, codes, and by-laws to also ensure compliance with their requirements. Without limiting to the foregoing, the work shall be conducted in accordance with the latest edition of the Ontario *Occupational Health and Safety Act*, the Regulations for Construction Projects, and the Electrical & Utilities Safety Association Rulebook entitled Electric Utility Operations, and their Safe Practice Guides, and OPUCN's Health and Safety Policy.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 130 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> October 2, 2002
<b>Interpretations</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

The *Conditions of Service* documents shall be interpreted by the rules outlined below, unless the context provides otherwise.

## 2. Interpretations

Headings, paragraphs numbers, bold markings, italics, and underlines are for convenience only and do not affect the interpretation of the *Conditions of Service* documents.

Words that are italicized are listed in OPUCNCOS-400-00, Glossary of Terms, and are defined.

Words referring to the singular include the plural, and vice versa.

Words referring to a gender include any gender.

A reference to a document or a provision of a document includes any amendment or supplement to or any replacement of that document, or that provision of that document.

An event that is required to occur on or by a stipulated day, which is not a business day, may occur on, or by, the next business day, unless otherwise stated.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 140 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Amendments and Changes</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

The *Conditions of Service* documents shall be amended or changed by the rules outlined below. The *Conditions of Service* may be subject to review by the *Ontario Energy Board (OEB)* as part of Oshawa PUC Networks Inc.'s (OPUCN) performance based rates plan.

## 2. Amendment Process

From time-to-time amendments, changes, additions or removals of any parts of this *Conditions of Service* document may be required. The need for amendments may come from OPUCN staff, a Director of OPUCN, the *OEB*, the City of Oshawa, *Customers* and/or the general public.

Proposed amendments shall be reviewed by senior staff of OPUCN, and finally approved by the President and CEO. Advanced notification, if any, of pending amendments will be done in accordance with the procedures outlined below.

## 3. Public Notification

Notification of an amendment shall be posted on the OPUCN website and/or included in the *Customer's* regular bill mailings. When amendments are made, a public notice may also be issued in a local newspaper.

For major amendments as determined by OPUCN, an advanced notice will be done through the *Customer's* regular bill mailings and the OPUCN website. An advanced notice may also be issued in a local newspaper. When advanced notices are provided, *Customers* and the public will have a minimum of ten business days to provide comments. The OPUCN mailing and e-mail addresses will be provided in the notice.

Any notifications will include a proposed timeline for implementation of the amendment.

#### 4. Publication

OPUCN will maintain an up-to-date copy of the *Conditions of Service* and it will be available for public viewing at its corporate office. Each *Person* who requests a copy of the *Conditions of Service* will be provided with a copy. A reasonable fee will be charged to each *Person* who is provided with a copy of the *Conditions of Service*. A copy of the *Conditions of Service* and any amendments will be filed at the *OEB's* office in Toronto. The filing will be in conjunction with OPUCN's annual *rate* filing to the *OEB*.

#### 5. Miscellaneous

The provisions of this *Conditions of Service*, and any amendments made from time-to-time, form part of any contract made between OPUCN and any connected *Customer, retailer, distributor, or generator*. This *Conditions of Service* document supercedes all previous conditions of service, oral or written.

A *Person* is responsible for contacting OPUCN to ensure that the *Person* has, or to obtain, the current version of the *Conditions of Service*.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 150 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> October 2, 2002
<b>Contact Information</b>	<b>Review Date:</b> November, 2003

## 1. Contact Information

The address, telephone numbers, business hours, website address and corporate officers of Oshawa PUC Networks Inc. are shown in OPUCNCOS-500, Appendix A, Corporate Contacts.

Telephone numbers, the address and office hours are also shown on the *Customer's* regular bill mailings, and on the company's website.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 160 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Customer Rights</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

*Customers, retailers and generators* have rights regarding their relationship with *distributors*. These rights also have some limitations.

## 2. Rights

The *Electricity Act*, imposes obligations on *distributors*, such as Oshawa PUC Networks Inc. (OPUCN), regarding their relationship with *Customers, retailers and generators*. OPUCN shall provide *Customers, retailers and generators* with non-discriminatory access to its *distribution system*, in accordance with its licence and subject to this *Conditions of Service* document.

OPUCN shall *connect a building* to its *distribution system* if the *building* lies along any of the lines of its *distribution system* and the *developer* or other *Person* in charge of the *building* requests the *connection* in writing.

OPUCN shall sell *energy* to every *Person* connected to its *distribution system*, except a *Person* who advises it in writing that the *Person* does not wish to purchase *energy* from OPUCN.

## 3. Limitations

OPUCN may consider reasons to refuse to *connect*, or refuse to continue to *connect*, a *Customer, retailer, generator, or developer* as described in OPUCNCOS-210-03, Connection Denial or if there is any violation of any other conditions identified in the OPUCN's *Conditions of Service* documents.

If OPUCN refuses to *connect a building*, it shall inform the *developer* or *generator* requesting the *connection* of the reason(s) for not connecting and, where OPUCN is able to provide a remedy, make an offer to *connect*. If OPUCN is unable to provide a remedy to resolve the issue, it is the responsibility of the *developer* or *generator* to do so before a *connection* may be made.

#### 4. Liability

OPUCN shall only be liable to a *Customer or developer* and a *Customer or developer* shall only be liable to OPUCN for any damages that arise directly out of the willful misconduct or negligence:

- of OPUCN in providing *distribution services* to the *Customer*, or
- of OPUCN in meeting its obligations under this *Conditions of Service*, their licence, and any other applicable law
- of OPUCN or a *Customer or developer* meeting their respective obligations under these *Conditions of Service*, their licences and any other applicable law

Notwithstanding the above, OPUCN shall not 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, incidental or special 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.

#### 5. Indemnity

The *Customer, retailer, developer, or generator*, shall indemnify and hold harmless OPUCN, its directors, officers, employees, and agents from any claims made by any third parties in conjunction with the construction and installation of a *Customer, retailer, developer or generator* by, or on behalf of the *Customer, retailer, developer or generator*.



<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 170 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Distributor Rights</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

*Distributors* have rights regarding their relationship with *Customers* and *embedded generators*. This section outlines the rights of Oshawa PUC Networks Inc. (OPUCN) that are not covered elsewhere in this document.

## 2. Access to Private Property

OPUCN shall have access to *private property* in accordance with Section 40 of the *Electricity Act, 1998*.

Commercial, Institutional and Industrial electrical rooms are to have direct external access and OPUCN and the *Customer* are to have keys for same.

## 3. Protection of Equipment

The *Customer* or *developer* will comply with all aspects of the *Ontario Electrical Safety Code* with respect to insuring that equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies, in a timely fashion. If the *Customer* or *developer* does not take such action within a reasonable time, OPUCN may *disconnect distribution services* to the *Customer* or *developer*.

The *Customer* or *developer* shall not build, plant or maintain or cause to be built, planted or maintained any structure, tree, shrub or landscaping that would or could obstruct the *distribution system* and/or *meter installation*, endanger the equipment of OPUCN, interfere with the proper and safe operation of OPUCN's facilities, or adversely affect compliance with any applicable legislation in the sole opinion of OPUCN.

The *Customer* or *developer* shall not use or interfere with the *distribution system* and/or *meter installation* of OPUCN except in accordance with a written agreement with OPUCN. The *Customer* or *developer* must also grant OPUCN the right to secure any point where a *connection* may be made on the line or load side of the *metering installation*.

#### 4. Operating Control

The *Customer* or *developer* will provide a convenient and safe place, satisfactory to OPUCN, for installing, maintaining and operating its equipment in, on, or about the *Customer* or *developer's building*. OPUCN assumes no risk and will not be liable for damages resulting from the presence of its equipment on the *Customer* or *developer's* premises or approaches thereto, or for any action, omission or occurrence beyond its control, or the negligence of any *Persons* over whom OPUCN has no control.

Only an employee or an agent of OPUCN shall remove, replace, alter, repair, or inspect OPUCN's equipment.

*Customers* or *developers* will be required to pay the cost of repairs or replacement of OPUCN's equipment that has been damaged or lost by the direct or indirect act or omission of the *Customer* or *developer* or its agents.

The physical location on the *Customer* or *developer's building*, at which a *distributor's* responsibility for operational control of distribution equipment, including *connection assets*, ends is defined by the *OEB Distribution System Code (DSC)* section 1.2 - Definitions as the "*operational demarcation point*".

#### 5. Repairs of Defective Customer Electrical Equipment

The *Customer* or *developer* will be required to repair or replace any equipment owned by the *Customer* or *developer* that may affect the integrity or reliability of OPUCN's *distribution system*. If the *Customer* or *developer* does not take such action within a reasonable time, OPUCN may *disconnect* the supply of *distribution services* to the *Customer* or *developer*. OPUCN's policies and procedures with respect to the *disconnection* process are further described in OPUCNCOS-220-01, Disconnection.

#### 6. Repairs of Customer's Physical Structures

On the *Customer* or *developer* side of the *ownership demarcation point*, construction and maintenance of all civil works on *private property* owned by the *Customer* or *developer*, including but not limited to such items as transformer vaults, *transformer rooms*, transformer pads, cable chambers, cable pull rooms, underground conduit, and poles will be the responsibility of the *Customer* or *developer*. All civil work on *private property* must be inspected and accepted by OPUCN and the *Electrical Safety Authority*. The *OEB DSC* defines "*ownership demarcation point*" as the physical location at which a *distributor's* ownership of distribution equipment including *connection assets* ends at the *Customer* or *developer*.

To the satisfaction of OPUCN, the *Customer* or *developer* is responsible for the safe operation and maintenance of their structural and mechanical facilities located on *private property*.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 180 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Dispute Resolution</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

As provided in Section 23 of Oshawa PUC Networks Inc.'s (OPUCN) Distribution Licence and the *Ontario Energy Board's Distribution System Code*, OPUCN is required to establish administrative procedures for resolving complaints by *Customers* or *developers* (the "Party") regarding *distribution services* provided under the terms of the Licence.

## 2. Exclusivity

Except where this policy states otherwise, the dispute resolution procedures set forth in this *Conditions of Service* document shall apply to all disputes arising between OPUCN and the Party and shall be the only means for resolving any such disputes.

## 3. Policy

- 3.1 All complaints or disputes received shall be referred to the relevant Manager for resolution on an informal basis within seven business days. For metering and billing disputes see OPUCNCOS-500, Appendix H, Metering and Billing Dispute Policy document, which will form part of this informal process.
- 3.2 The resolution shall be documented and signed by the Manager.
- 3.3 If the dispute cannot be resolved by the relevant Manager it will be passed on to the relevant Divisional Head.
- 3.4 If the dispute cannot be resolved by the relevant Divisional Head it will be passed on to the President and CEO.
- 3.5 Disputes not resolved in Subsection 3.4 shall be subject to the Dispute Negotiation described in Subsection 4.

- 3.6 The *OEB* shall be requested to assist in disputes not resolved in Subsection 4.
- 3.7 In the event intervention by the *OEB* has been unsuccessful in resolving the dispute within any parameters established by the *OEB*, either the Party or OPUCN may submit the dispute to binding arbitration and resolution in accordance with the arbitration procedures set out in Subsection 6.

#### **4. Dispute Negotiation**

- 4.1 Any dispute between OPUCN and the Party regarding *distribution services* provided under the terms of OPUCN's Licence shall be referred to a designated representative chosen by OPUCN and to a designated representative chosen by the Party for resolution on an informal basis.
- 4.2 The representatives designated in Subsection 4.1 shall attempt in good faith to resolve the dispute within thirty business days of the date when the dispute was referred to them. The Party or OPUCN may extend such period by agreement in writing.
- 4.3 Any resolution of the dispute by the designated representatives shall be in writing and shall be executed by an authorized signing officer of OPUCN and the Party. The resolution shall bind OPUCN and the Party and their respective successors and assigns, and shall not, except for the Party's or OPUCN's subsequent failure to abide by the resolution, from then on be subject to arbitration or challenge in any court or other tribunal.
- 4.4 If the Party or OPUCN refuses to honour the designated representative's resolution as executed, the other may immediately commence arbitration under this *Conditions of Service* to enforce the resolution.

#### **5. Referral of Unresolved Disputes**

If the designated representatives cannot resolve the dispute within the time period set out in Subsection 4.2, either the Party or OPUCN may submit the dispute to the *OEB* for direction on resolution. In the event intervention by the *OEB* cannot resolve the dispute within any parameters established by the *OEB*, it shall be subject to binding arbitration and resolution in accordance with the arbitration procedures set out in Subsection 6.

#### **6. External Arbitration Procedures**

- 6.0.1 Subject to Subsection 6.1.1, the Party or OPUCN shall submit any arbitration begun under this section to a single neutral arbitrator.

6.0.2 In choosing an arbitrator, the Party and OPUCN shall negotiate in good faith. All arbitrations under this Agreement shall be conducted in accordance with the *Arbitration Act, 1991, S.O. 1991, c.17* (the "Arbitration Act") as amended from time to time, except as modified herein.

6.0.3 The arbitrator(s) shall have exclusive authority to hear and decide any dispute between the Party and OPUCN that is subject to arbitration under this *Conditions of Service*.

#### 6.1 Appointment of Arbitrator

6.1.1 If the Party and OPUCN cannot agree upon a single arbitrator within fifteen business days after referring the dispute to arbitration, each one shall within five more business days choose one individual who shall sit on a three-member arbitration panel.

6.1.2 The two arbitrators chosen by the Parties shall within twenty business days, in good faith, choose someone to be the third arbitrator, who shall chair the arbitration panel.

6.1.3 Neither the Party nor OPUCN may at any time during the arbitration revoke its choice of arbitrator, unless the other consents in writing.

6.1.4 If the Party and OPUCN do not choose the two arbitrators within the five day time period set out in Subsection 6.1.1, either, or both, may apply to the court to appoint a single arbitrator.

6.1.5 The individual(s) chosen as the arbitrator(s) shall be qualified by education and experience to decide the matter. The arbitrator(s) shall be at arm's length from the Party or OPUCN to the arbitration and shall not be members of the audit or legal firm or firms who advise them to the arbitration, nor shall the arbitrator(s) be otherwise regularly retained by any of them to the arbitration.

#### 6.2 Written Statement of Dispute and Response

6.2.1 Within twenty business days after the individual arbitrator or arbitration panel are named; the Party shall submit to the arbitrator(s) a written statement. The statement shall set out:

6.2.1.1 The nature of the dispute and the Party position,

6.2.1.2 The names of each Party's main contact for the arbitration process along with their addresses, phone numbers and fax numbers,

6.2.1.3 Any claims for relief,

- 6.2.1.4 The grounds for that relief,
- 6.2.1.5 The proposed resolution or relief sought,
- 6.2.1.6 The names of any third parties with material knowledge or information relevant to the dispute, and
- 6.2.1.7 Any documents that the Party wishes the arbitrator(s) to consider.

6.2.2 The responding Party shall have twenty business days to respond to the filing, by way of registered mail to the other party setting forth its position and the information that it deems relevant.

### 6.3 Discovery of Facts

- 6.3.1 There shall be no discovery of facts taken, sought, or otherwise instituted by any means except as approved by the arbitrator(s).
- 6.3.2 The arbitrator(s) shall provide a time schedule for any such discovery.
- 6.3.3 The arbitrator(s) may at any time retain non-party technical experts to advise and assist them during the arbitration. The advice of these experts shall be made known to the Party and OPUCN.

### 6.4 Confidentiality of Documents

All meetings and hearings shall be in private unless the Party or OPUCN to the arbitration agree otherwise. The Party or OPUCN providing any document or other information in the arbitration that would not otherwise be available to the other may in good faith designate it as confidential, provided that they shall first submit to the arbitrator(s) an agreed upon written statement of procedures for handling and protecting material designated as confidential, which the arbitrator(s) may accept or modify as they may deem appropriate. If the Party and OPUCN cannot agree upon confidentiality procedures, the arbitrator(s) shall decide them as appropriate.

### 6.5 Procedural Rules

- 6.5.1 The arbitrator(s) may adopt any procedural rules that they, at their sole discretion, deem appropriate to conducting the arbitration and facilitating the resolution of the dispute.
- 6.5.2 No procedural rule adopted by the arbitrator(s) shall extend the time period set forth in Subsection 6.6.1; but the arbitrator(s) shall render a final disposition of the dispute within that period, which

may not be extended or reduced unless the Party and OPUCN consent in writing.

- 6.5.3 Refusal by either to comply with an order of the arbitrator(s) adopting or modifying any procedural rule shall constitute, in the sole discretion of the arbitrator(s), grounds for default and a finding in favour of the other.

## 6.6 Decision Requirements

- 6.6.1 The arbitrator(s) shall finally decide any dispute submitted for arbitration under this *Conditions of Service* document no later than thirty days from the completion of the hearing.
- 6.6.2 Unless the Party or OPUCN agree otherwise in writing, the final decision of the arbitrator(s) shall set forth in writing their findings of fact and any conclusions of law and be based on the evidence before them, the applicable laws of Ontario and Canada, the *Market Rules*, the licences and Codes issued by the *OEB*, any agreements entered into between the Party and OPUCN, and any relevant decisions of courts, agencies, or earlier arbitrations under this *Conditions of Service* document.
- 6.6.3 A copy of the decision, with any confidential information expunged, shall be made available to the public.

## 6.7 Finality of Decisions

- 6.7.1 The decision shall be final and binding on the Party and OPUCN to the arbitration and shall not be subject to any appeal or review procedure.
- 6.7.2 The Party and OPUCN hereby waives any and all rights or grounds it believes that it has, or at any time after may have, to challenge, appeal in any way, or otherwise seek to set aside in any court or other tribunal any decision by the arbitrator(s).
- 6.7.3 Notwithstanding anything else in this subsection, if either fails to act in accordance with the decision of the arbitrator(s), the other may then seek enforcement of the decision in any court of competent jurisdiction.

## 6.8 Arbitration Act

- 6.8.1 Nothing in this *Conditions of Service* document shall be construed as affecting any rights available to the Party or OPUCN under Section 3 of the Arbitration Act.



6.8.2 If and so far as any provision of Subsection 6 is adjudged or otherwise deemed invalid by a court of competent jurisdiction, the provisions of the Arbitration Act shall apply.

6.9 Costs

6.9.1 The arbitrator(s) shall award costs for an arbitration as if it had been a proceeding in Ontario Superior Court, and the arbitrator(s) shall therefore, in awarding or denying costs to a Party, follow the provisions on costs set out in the *Ontario Courts of Justice Act, R.S.O. 1990, c. C.43* and the Ontario Rules of Civil Procedure, including without limitation the provisions in those rules concerning settlement offers and case law applicable in Ontario.

6.9.2 If the Party or OPUCN fails to comply with the decision of the arbitrator(s) and the other afterwards seeks relief under Subsection 6.7.3, the one seeking the relief shall be entitled to receive from the other its costs of seeking the relief from the other (including its reasonable legal costs) once a court of competent jurisdiction has issued a final, non-appealable order in its favour.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 210 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> October 15, 2002
<b>Connections</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Under the terms of the *Ontario Energy Board Distribution System Code (OEB DSC)* Section 3.1, Oshawa PUC Networks Inc. (OPUCN) has the obligation to either *connect* or to make an offer to *connect* any *Customer* that lies in its *service area*.

## 2. Initial Applicant Contact and Required Information

The *Customer* or *developer* shall consult with OPUCN concerning the availability of *distribution services*, the *supply voltage*, service location, metering, and any other details. These requirements are separate from and in addition to those of the *Electrical Safety Authority*. OPUCN will confirm, in writing, the characteristics of the *distribution services*.

The *Customer* or *developer* shall apply for new or upgraded *distribution services* and/or *temporary services* in writing. The *Customer* or *developer* is required to provide OPUCN with sufficient lead-time in order to ensure:

- (a) the timely provision of services to new and upgraded *buildings*;
- (b) the availability of adequate capacity for additional loads to be *connected* in existing *buildings*; and
- (c) refer to OPUCNCOS-210-02 “Expansions / Offer to Connect”.

## 3. OPUCN Response Timing

OPUCN shall make every reasonable effort to respond promptly to a *Customer's* or *developer's* request for *connection*. OPUCN shall respond to a *Customer's* written request within 15 calendar days of receipt. OPUCN will make an offer to *connect* within 60 calendar days of receipt of the written request, unless other necessary information is required from the *Customer* or *developer* before the offer can be made.

OPUCN shall make every reasonable effort to respond promptly to a *generator's* request for *connection*. In any event OPUCN shall provide an initial consultation with a *generator* that wishes to *connect* to the *distribution system* regarding the *connection* process within thirty (30) calendar days of receiving a written request for *connection*. A final offer to *connect* a *generator* to its *distribution system* shall be made within ninety (90) calendar days of receiving a written request for *connection*, unless other necessary information outside the distributor's control is required before the offer can be made.

OPUCN shall make every reasonable effort to respond promptly to another *distributor's* request for *connection*. OPUCN shall provide an initial consultation with another *distributor* regarding the *connection* process within thirty (30) days of receiving a written request for *connection*. A final offer to *connect* the *distributor* to OPUCN's *distribution system* shall be made within ninety (90) days of receiving the written request for *connection*, unless other necessary information outside of OPUCN's control is required before the offer can be made.

#### **4. Connection Agreement Offer to Connect**

OPUCN, in its discretion, may require a *Customer*, *generator* or *distributor* to enter into a *Connection Agreement Offer to Connect* with OPUCN including terms and conditions in addition to those expressed in this *Conditions of Service*. A generic *Connection Agreement Offer to Connect* is in OPUCNCOS-500 Appendix G, Connection Agreement-Offer to Connect.

#### **5. Special Equipment**

If special equipment is required or equipment delivery problems occur, then longer lead times may be necessary. OPUCN will notify the *Customer* of any extended lead times.

#### **6. Extenuating Circumstances**

In addition to any other requirements in this *Conditions of Service* document, the supply of *distribution services* is conditional upon OPUCN being permitted and able to provide such *distribution services*, obtaining the necessary apparatus and material, and constructing works to provide the *distribution service*. Should OPUCN not be permitted, or be able to do so, it is under no responsibility to the *Customer* whatsoever and the *Customer* releases OPUCN from any liability in respect thereto.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 210 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Building That Lies Along</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Under the terms of the *Ontario Energy Board's Distribution System Code*, Oshawa PUC Networks Inc. (OPUCN) has the obligation to *connect* (under Section 28 of the *Electricity Act, 1998*) a *building* that "lies along" its *distribution system*. Standard *connection* allowances and fees may be applied by the *distributor*.

## 2. Definition

For the purpose of this *Conditions of Service* document,

"Lies along" means a *building* or proposed *building* that is directly adjacent to or abuts onto the public road allowance where OPUCN has a *distribution system* of the appropriate voltage and capacity; and

"Basic Connection Fees" are reviewed annually and are calculated based on the average costs to provide the Standard Allowance and the Basic Connection for each *Customer Class* as identified in Section OPUCNCOS-500-00, Appendix C, Basic Connection and Disconnection Fees. These fees are determined using historical data from previous year(s) for all completed projects in each *Customer Class*.

## 3. Conditions

Under the terms of the *Distribution System Code*, OPUCN has the obligation to *connect* (under Section 28 of the *Electricity Act, 1998*) a *building* that "lies along" its *distribution system*, provided:

- a) the *building* can be *connected* to OPUCN's *distribution system* without an *expansion* or *enhancement*, and,
- b) the *electrical service* meets the conditions listed in the *Conditions of Service* of OPUCN that owns and operates the *distribution system*.

The location of the *developer's electrical service* will be subject to the approval of OPUCN and the *Electrical Safety Authority*.

#### 4. Connection Charges

OPUCN shall recover costs associated with the installation of *connection assets*, by *Customer Class*, via a Basic Connection Fee and a Variable Connection Fee, as set out below:

a) The Basic Connection Fee:

i) Residential Service:

The Basic Connection Fee is recovered through OPUCN's *rates* and covers the Standard Allowance to provide a basic *connection* consistent with the defined *ownership demarcation point* as outlined in Section OPUCNCOS-500-00, Appendix C, Basic Connection and Disconnection Fees. This point may differ from the *operational demarcation point*.

ii) Non-Residential Service:

OPUCN will recover the Basic Connection Fee through OPUCN's *rates*. The Basic Connection Fee is determined for each *Customer Class* as indicated in Section OPUCNCOS-500-00, Appendix C, Basic Connection and Disconnection Fees.

b) The Variable Connection Charge:

The Variable Connection Fee shall be calculated as the costs associated with the installation of *connection assets* above and beyond the Standard Allowance for Basic Connection as described in Section OPUCNCOS-500-00, Appendix B, Demarcation Points and Charges for Connection Assets. OPUCN may recover this Variable Connection Fee which shall be based on actual cost.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 210 – 02
<b>Conditions of Service</b>	<b>Issue Date:</b> March 28, 2003
<b>Expansions Offer To Connect</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Under the terms of the *Ontario Energy Board's (OEB) Distribution System Code (DSC)*, Oshawa PUC Networks Inc. (OPUCN) has the obligation to make an Offer to Connect for any *building* that is in its *service area*. If the *building* cannot be *connected* without an *expansion or enhancement* to its distribution system, the process outlined in this section will apply.

In making an "Offer to Connect", OPUCN will include, without limitation, the following components, as applicable:

- A description of the expansion facilities and connection assets
- Basic and variable connection fees
- Economic evaluation
- Capital contribution evaluation and the *Customer's* choice of obtaining alternative bids
- Settlement of capital contribution
- Rebates related to expansions
- OPUCN *Expansion Agreement Offer To Connect* document
- Reference to OPUCN's Conditions of Service and how they can be obtained

If the *building* "lies along" OPUCN's *distribution system*, it may be denied *connection* for the reasons described in OPUCNCOS – 210 – 03, Connection Denial.

## 2. Time To Respond With An Offer To Connect

OPUCN shall make every reasonable effort to respond promptly to a *Customer* or *developer's* request for *connection*. OPUCN shall respond to a *Customer* or *developer's* written request for a *connection* within 15 calendar days of receipt of the written request. OPUCN will make an Offer to Connect within 60 calendar days of receipt of the written request, unless other necessary information is required from the *Customer* or *developer* before the offer can be made. The *Customer* has 30 calendar days to respond to the Offer to Connect.

### 3. Description of Expansion Facilities and Connection assets

OPUCN will provide a description of the *expansion* facilities and *connection assets* required to connect the *Customer* or *developer*. The description will be in the form of preliminary electrical drawings prepared from planning, engineering and other information provided to OPUCN by the *Customer* or *developer*.

### 4. Basic and Variable Connection Fees and Demarcation Points

The cost associated with the *expansion* will be fair and reasonable and includes Basic and/or Variable Connection Fees. ~~Refer to~~ OPUCNCOS-500, Appendix B, Demarcation Points and Charges for Connection Assets and Appendix C, Basic Connection and Disconnection Fees, detail the basic and variable connection fees for ~~of~~ each Service Category.

### 5. Economic Evaluation

OPUCN will perform an economic evaluation to determine whether the future revenue from the projected distribution services will pay for the capital and on-going maintenance costs of the *expansion* project (refer to methodology and assumptions in the *DSC* – Appendix B). At the discretion of OPUCN, the capital costs for the *expansion* may include incremental costs associated with the full use of OPUCN's existing spare facilities or equipment, which may result in an adverse impact to future *Customers* or *developers*. The economic evaluation will be based on OPUCN's historical consumer *energy/demand* load by rate class.

In performing the economic evaluation, should the Net Present Value (NPV) of the revenues associated with the *expansion* be less than the NPV of the costs associated with the expansion, a capital contribution in the amount of the shortfall is required.

### 6. Capital Contributions, Settlement and Alternative Bids

The capital contribution collected from the *Customer* or *developer* and its settlement, as determined in Sections 4 and 5 above, is to be consistent with the respective Service Categories as outlined below:

#### Residential Single Service:—

A basic connection allowance is provided. Connection costs above the basic fee allowance will be collected as a variable connection fee.

#### Residential – Site Plan Development (As determined by the City of Oshawa):

Capital contribution may be required from *Customer/Developer* in accordance with OPUCN Expansion Agreement Offer to Connect.

Residential – Subdivision Agreement  
(2 Units or Greater):

Capital contribution may be required from *Customer/Developer* in accordance with OPUCN Expansion Agreement Offer to Connect.

General Service Below 50 kW:

Capital contribution may be required from *Customer/Developer* in accordance with OPUCN Offer to Connect.

General Service 51 kW – 500 kW  
Site Plan Development:

Capital contribution may be required from *Customer/Developer* in accordance with OPUCN Offer to Connect.

General Service 501 kW to 5000 kW:

Capital contribution may be required from *Customer/Developer* in accordance with OPUCN Offer to Connect.

Where a capital contribution is required and the work does not involve work with the existing OPUCN *distribution system*, the *Customer* or *developer* may obtain alternative bids for the *expansion* from qualified contractors.

OPUCN may charge a *Customer* or *developer* that chooses to pursue an alternative bid any costs incurred by OPUCN associated with the *expansion* project, including but not limited to the following:

- Costs for additional design, engineering, or installation of facilities required to complete the project that were made in addition to the original Offer to Connect
- Costs for inspection or approval of the work performed by the contractor hired by the *Customer* or *developer*.
- Costs as further described in the Expansion Agreement – Offer to Connect

## 7. Adjustments of Capital Contributions

The initial *energy/demand* load will be based on OPUCN's historical consumer *energy/demand* load as described in Section (5) above. Final review after five (5) years of the economic evaluation may be performed at OPUCN's sole discretion. If, after the In-Service Date, the *developer's* or *Customer's* actual *energy/demand* load or *Customer* additions is **less than 90%** of the original load forecast for the *expansion*, and OPUCN has opted to review the financial evaluation, OPUCN shall:

1. Adjust the economic evaluation based on the *Customer* or *developer's* actual 12-months average monthly *demand*
2. Recalculate the amount of capital contribution



3. Readjust accordingly the expected Incremental Revenue
4. The *Customer* or *developer* or OPUCN shall reduce the difference between the capital contribution as initially calculated and the recalculated capital contribution to zero by paying the balance no later than 30 days after the date of OPUCN's notice of capital contribution settlement.

## 8. Rebates Related to Expansions

Where OPUCN is required to expand the *distribution system* solely for the *connection* of a *Customer* or *developer*, and OPUCN's economic evaluation indicates a shortfall between the NPV of revenues and costs associated with the expansion, the *Customer* or *developer* will be required to pay OPUCN 100% of the calculated shortfall. If within 5 years from the *connection* date, non-forecasted *Customers* or *developers* are to be connected to these new additions, they shall contribute their proportionate share, and the first *Customer* or *developer* will be entitled to a rebate as outlined in OPUCN's rebate process below.

Based on the amount of physical distance of the *expansion* that the non-forecasted *Customer* or *developer* will be using, the non-forecasted and the original *Customer* or *developer* will share the depreciated costs on an equal basis.

Example (for two *Customer/developers* only):

Original *Customer* "A" pays a capital contribution of \$Y to construct a 500 m *expansion* from OPUCN *distribution system* to "A"s new *building*. Non-forecasted *Customer* "B" requires *connection* to the *expansion*, three years after the *expansion* was completed, at a distance 100 m from the original location of OPUCN *distribution system*. Depreciation rate on distribution lines is 4% per year or as modified.

The rebate to be provided by "B" to "A", through OPUCN, will be:

$$\text{Rebate} = [(100/500) \times \$Y \times (1 - (3 \times .04))] / 2$$

## 9. Construction Agreement for Expansion Facilities and Connection Assets

*Customer* or *developers* that are subject to a site plan or subdivision agreement shall enter into a:

- OPUCN *Expansion Agreement Offer To Connect*  
AND
- OPUCN *Construction Agreement Distributor Constructed OR Developer Constructed*

and will be required to provide a security deposit equivalent to 100% of the costs of the *expansion*. The generic agreements are contained in OPUCNCOS-500, Appendices "D", "E", and "F".

## 10. Offer to Connect

OPUCN's Offer to Connect will be based on an estimate of the costs to construct the *expansion*. Actual costs will be invoiced to the *developer*. OPUCN will provide one estimate to the *Customer* or *developer* for any plans submitted to OPUCN for an *expansion* project, at no expense to the *Customer* or *developer*. If the *Customer* or *developer* submits revised plans, OPUCN may provide a new estimated offer for revised plans at the *Customer* or *developer's* expense.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 210 – 03
<b>Conditions of Service</b>	<b>Issue Date:</b> November 12, 2002
<b>Connection Denial</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

The *Ontario Energy Board Distribution System Code (OEB DSC) Section 3.1* provides for the ability of a *distributor* to deny *connections*.

## 2. Reasons For Denial

In accordance with the *OEB DSC* Section 3.1.1, Oshawa PUC Networks Inc. (OPUCN) is not obligated to *connect* a *building* within its *service area* if the *connection* would result in any of the following:

- Contravention of existing laws of Canada and the Province of Ontario
- Violations of conditions in OPUCN's Licence
- Adverse affect on the reliability or safety of the *distribution system*
- Public safety reasons or imposition of an unsafe situation for the worker beyond normal risks inherent in the operation of the *distribution system*
- A material decrease in the efficiency of the *distributor's distribution system*
- A materially adverse effect on the quality of *distribution services* received by an existing *Customer*
- Discriminatory access to *distribution services*
- If the *Person* or *Customer* requesting the *connection* owes OPUCN money for *distribution services*
- Any other conditions documented in OPUCN's *Conditions of Service* documents
- Use of the *distribution system* for a purpose that it does not serve and that OPUCN does not intend to serve
- Potential increases in monetary amounts that already are in arrears with OPUCN
- If an *electrical service* to OPUCN's *distribution system* does not meet OPUCN's design requirements

## 3. Applicant Communication

In accordance with the *OEB DSC* Section 3.1.3, if OPUCN refuses to *connect* a *building* in its *service area* that lies along its *distribution system*, OPUCN shall inform the *Customer*, *developer* or *Person* requesting the *connection* of the reasons for the denial, and where OPUCN is able to provide a remedy, make an offer to *connect*. If OPUCN is not capable of resolving the issue, it is the responsibility of the *Customer*, *developer* or *Person* to do so before a *connection* can be made.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 210 – 04
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Inspections Before Connection</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

The *Electrical Safety Authority (ESA)* was established by the Province of Ontario in 1998 through the *Electricity Act*. The *ESA* may make regulations regarding electrical safety, and the conditions and inspections surrounding the regulations.

## 2. Inspection By Electrical Safety Authority

All *Customer's* or *developer's electrical services* shall be inspected and approved by the *ESA* and must also meet Oshawa PUC Networks Inc.'s (OPUCN) requirements. OPUCN requires written notification from the *ESA* of this approval prior to the *connection* of a *Customer's* or *developer's electrical service* to the *distribution system*.

## 3. Inspection By OPUCN

OPUCN's Inspector must approve all *electrical services* prior to the *connection* of a *Customer's* or *developer's electrical service*.

## 4. Services Disconnected

*Customers* that request to be *disconnected* must be re-inspected and approved by the *ESA*, prior to reconnection. When OPUCN *disconnects distribution services* OPUCN reserves the right to have it inspected by *ESA* before reconnection. When *distribution services* have been *disconnected* for six months or less for non-payment of *rates*, or change of occupancy, OPUCN may reconnect *distribution services* without *ESA* approval.

## 5. Temporary Services

*Temporary services*, typically used for construction purposes and for a period of twelve months or less, must be approved by the *ESA*.

## 6. Customer Owned Substations

*Customer-owned substations* must be inspected by both the *ESA* and OPUCN.

*Transformer rooms* shall be inspected and approved by OPUCN prior to the installation of OPUCN's equipment.

All 44kV connected *Customer's* or *developer's* poles, lines, related equipment and substations must be inspected by both *ESA* and OPUCN.

## **7. Distribution Plant Expansions**

All *connection assets*, up to the *ownership demarcation point*, of *residential services* shall be fully inspected by OPUCN for conformance to OPUCN's Distribution Specifications.

All *connection assets*, up to the *ownership demarcation point*, of *general service Customers* shall be fully inspected by OPUCN for conformance to OPUCN's Distribution Specifications.

Notwithstanding any other section in this document, all work performed on the existing OPUCN *distribution system* must be authorized by OPUCN and carried out in accordance with all applicable safety acts and regulations. Only qualified contractors approved by OPUCN shall perform *expansions* to OPUCN *distribution systems*.

OPUCN Inspector(s) or their agents shall have the right to inspect such other equipment as they deem necessary to ensure a safe and operable installation and also to direct the *Customer* or *developer*, or their representatives, to do such things as the Inspector deems necessary to ensure a complete and proper inspection.

## **8. Metering**

Provision for the *meter installation* shall be inspected and approved by OPUCN prior to *connection*.

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 210 – 05
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Relocation of Plant</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

From time to time parts of the *distribution system* may have to be relocated. The need may be originated because of Oshawa PUC Networks Inc. (OPUCN) or requirements from another party. Different originators of the request will cause the relocation to occur under differing circumstances.

## 2. Originated By OPUCN

When part of the *distribution system* requires relocation because of an OPUCN requirement, all costs will be borne by OPUCN. These costs will be included in its rate base. The specifications for the project, and work procedures, will be the same as if it was for a government agency, a private company, or a *developer*. The cost of relocating third party facilities located on OPUCN *distribution system* shall be borne by the third party or as specified in an existing agreement.

## 3. Originated By Government Agency

When requested to relocate part of the *distribution system*, OPUCN will exercise its rights, and discharge its obligations, in accordance with existing acts, by-laws and regulations, including the Public Service Works on Highways Act, formal agreements, easements and law.

## 4. Originated By Another Party

When requested to relocate part of the *distribution system*, OPUCN will exercise its rights and discharge its obligations in accordance with existing acts, by-laws, regulations, formal agreements, easements and law. In the absence of existing agreements, OPUCN shall not be obligated to relocate the *distribution system*. However, OPUCN shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner will include a response to the requesting party that explains the feasibility, or unfeasibility, of the relocation, and a fair and reasonable charge for relocation based on cost recovery principles.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 210 – 06
<b>Conditions of Service</b>	<b>Issue Date:</b> November 12, 2002
<b>Easements</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

To maintain the reliability, integrity and efficiency of the *distribution system*, Oshawa PUC Networks Inc. (OPUCN) has the right to have supply facilities on or over *private property*. OPUCN will determine where registered easements will be required when a part of the *distribution system* is located on or over *private property*. Easements are to be registered against title to the *private property*.

## 2. Process

For easements required due to *Customer* or *developer* activity, they will provide at their own cost, any required reference plan necessary for the easement, to the satisfaction of OPUCN. The *Customer* or *developer* will, at their own cost, have their lawyer prepare the easement agreement, which will contain a Schedule provided by OPUCN. Four copies of the reference plan and the proposed easement agreement must be presented to OPUCN for approval. Details will be provided in the Offer to Connect.

For easements required due to OPUCN activity, OPUCN will provide at its own cost, any required reference plan necessary for the easement and have its lawyer prepare the easement agreement. Four copies of the reference plan and proposed easement agreement will be provided to the *Customer* or *developer* for signature.

Oshawa PUC Networks Inc.	Number: OPUCNCOS – 210 – 07
Conditions of Service	Issue Date: March 28, 2003
Contracts	Review Date: November, 2003

## 1. Preamble

Oshawa PUC Networks Inc. (OPUCN) has various contracts to deal with *developer* and *Customer* relationships. This includes implied contracts.

## 2. Contract for New or Modified Services

OPUCN shall only *connect* a *Customer's* or *developer's* building for a new or modified service upon receipt by OPUCN of a completed and signed *Distribution Services Agreement*, payment to OPUCN of any applicable Connection Fees, and/or capital contribution, and an inspection and approval by the *Electrical Safety Authority* and OPUCN of the *electrical* service.

## 3. Implied Contract

In all cases, notwithstanding the absence of a written *Distribution Services Agreement* contract, OPUCN has an implied contract with any *Customer* that is *connected* to OPUCN's *distribution system* and receives *distribution services* from OPUCN. The terms of the implied contract are embedded in OPUCN's *Conditions of Service*, OPUCN's rate schedules, OPUCN's licence and the *Ontario Energy Board's Distribution System Code*, the *Standard Supply Service Code*, and *Retail Settlement Code* and *Rate Handbook*, as amended from time to time.

Any *Person* who takes or uses *distribution services* from OPUCN shall be liable for payment for such. Any implied contract for the supply of *distribution services* by OPUCN shall be binding upon the heirs, administrators, executors, successors or assigns of the *Person* who took and/or used *distribution services* supplied by OPUCN.

## 4. Special Contracts

Special contracts that are customized in accordance with the service requested by the *Customer* or *developer* normally include, but are not necessarily limited to, the following examples:

- construction sites
- residential subdivisions



- mobile facilities
- non-permanent structures
- special occasions, etc.
- generation

## 5. Payment by Owner

The owner of a *building* is responsible for paying for the supply of *distribution services* by OPUCN to the owner's *building*, except for any supply of *distribution services* to the *building* by OPUCN in accordance with a signed *Distribution Services Agreement* by a *Customer* in the *building*.

A *building* owner wishing to *disconnect* the supply of *distribution services* to its *building* must notify OPUCN in writing. Until OPUCN receives such written notice from the *building* owner, the *building* owner or the *Customer*, as applicable, shall be responsible for payment to OPUCN for the supply of *distribution services* to such *building*. An *Ontario Energy Board* approved *rate* will apply for the reconnection of the *distribution services*. An *Electrical Safety Authority* inspection shall be required, at the cost of the owner, before the *building* may be reconnected. OPUCN may refuse to *disconnect* the supply of *distribution services* to an owner's *building* in special circumstances.

## 6. Opening and Closing of Accounts

A *Customer* who wishes to open or close an account for the supply of *distribution services* by OPUCN shall contact OPUCN.

A *Customer* who wishes to purchase services from a *retailer* must notify OPUCN in accordance with the *Ontario Energy Board Retail Settlement Code* Section 10.5.3. Until OPUCN receives such notice from the *Customer* or its authorized *retailer*, and processes the transfer, the *Customer* shall be responsible for payment to OPUCN for the supply of *distribution services* to the *Customer*.

## 7. Contracts and Agreements

As outlined in OPUCNCOS-500, Appendices, the following agreements and contracts are listed:

- Appendix D – *Expansion Agreement - Offer To Connect*
- Appendix E – *Construction Agreement - Distributor Constructed*
- Appendix F – *Construction Agreement - Developer Constructed*
- Appendix G – *Connection Agreement - Offer To Connect*
- Appendix I – *Distribution Services Agreement*
- Appendix K – *Embedded Generation Agreement(s)* (N/A at this time)
  - *Connection*
  - *Settlement*
- Appendix L – *Embedded Market Participant Agreement* (N/A at this time)
- Appendix M – *Unmetered Connections Agreement* (N/A at this time)

- Appendix N - *Service Agreement* for a Retailer

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<b>Oshawa PUC Networks Inc.</b>  <b>Conditions of Service</b>	<b>Number:</b> OPUCNCOS – 220 – 01  <b>Issue Date:</b> January 17, 2003
<b>Disconnection</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Oshawa PUC Networks Inc. (OPUCN) may *disconnect* a *Customer* according to conditions contained in the:

- *Electricity Act, 1998, Section 30, 31, and 40 (5)*
- *Ontario Energy Board Distribution System Code:*
  - 3.1.2, 4.1.8, 4.2, 4.3.1
- *Ontario Energy Board Retail Settlement Code:*
  - 7.1.2, 7.2.3, 7.3.2, 7.5, 7.6
- *Ontario Energy Board Standard Supply Service Code:*
  - 2.6
- *IMO Market Rules*
- request by civil authorities
- any other conditions identified in these *Conditions of Service*
- any other laws and regulations

## 2. Disconnection

In accordance with the *Ontario Energy Board Distribution System Code* Section 4.2.6, OPUCN reserves the right to *disconnect* for causes not limited to:

- Adverse effect on the reliability and safety of the *distribution system*.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the *distribution system*.
- A material decrease in the efficiency of OPUCN's *distribution system*.
- A materially adverse effect on the quality of *distribution services* received by a *Customer*.
- Inability of OPUCN to perform planned inspections and maintenance.
- Failure of the *Customer* to comply with a directive of OPUCN that OPUCN makes for purposes of meeting its licence obligations.
- Any other conditions identified in this *Conditions of Service* document.
- Contravention of the laws of Canada or the Province of Ontario.
- Overdue amounts payable to OPUCN as permitted by applicable legislation.

- Electrical disturbance propagation caused by *Customer* equipment that are not corrected in a timely fashion.

OPUCN may *disconnect* a *Customer* without notice in accordance with a court order, or for emergency, safety or system reliability reasons.

### 3. Collections

OPUCN accounts receivable are deemed to be “On Collection” when the following circumstances occur: (a) accounts for services, active or final billed are unpaid beyond the due date. (b) Miscellaneous accounts receivable (MAR) are unpaid beyond specified terms. (c) Security Deposits remain unpaid beyond the due date.

Not less than six days following the due date of an unpaid billing with a balance forward greater than \$100.00, a collection visit will be made to the service address. The arrears will be collected or a Notice of Disconnection will be given to the *Customer* or left at the premises. The *disconnect* date will be seven calendar days from the date of delivery or mailing.

If personal contact is not achieved, a reasonable attempt to contact the *Customer* by telephone will be made prior to *disconnection*.

If still unpaid or acceptable arrangements for payment have not been approved, OPUCN will take all actions permissible by law or regulation to collect the arrears, including *disconnection*.

*Distribution services* will be reconnected following payment of the balance due, reconnection charge and added security deposit, if required.

The *Customer* or a responsible designate must attend at the premises when *distribution services* are restored, unless prior approval is obtained from the *Customer*.

If the *distribution services* are not reconnected the following day, a visit to the premises will be made weekly to assess the circumstances and reported to management.

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 220 – 02
<b>Conditions of Service</b>	<b>Issue Date:</b> November 12, 2002
<b>Unauthorized Energy Use</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

*Energy* usage that is not recorded by an OPUCN and *Measurement Canada* approved meter, and/or where the *Person* using *energy* does not have a *Distribution Services Agreement* with Oshawa PUC Networks Inc. (OPUCN) is considered unauthorized *energy* usage. This includes, but not limited to, fraud, abuse, theft of power, and *energy diversion*.

## 2. Disconnection

OPUCN reserves the right to *disconnect* any *Person*, or *Customer*, for causes, not limited to, *energy diversion*, fraud, or abuse on the part of the *Person* or *Customer*. Reconnection may not occur until the *Customer* or *Person* rectifies the condition and provides full payment to OPUCN of estimated *energy* used, all costs incurred by OPUCN arising from unauthorized *energy* use, including inspections, repair costs, agent fees, and the cost of *disconnection* and reconnection. Refer to OPUCNCOS-240-03 Deposits.

## 3. Notification

OPUCN shall notify *Measurement Canada*, the *ESA*, an affected retailer or other entities as appropriate.

## 4. Criminal Code

Unauthorized use of *energy* is a criminal offence, and the Durham Regional Police Services will be notified of all occurrences.

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 230 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> November 26, 2002
<b>Limitations on the Guarantee of Supply</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Oshawa PUC Networks Inc. (OPUCN) will endeavour to use *good utility practice* and reasonable diligence in providing a regular and uninterrupted supply of *energy*. OPUCN does not guarantee a constant supply, or the maintenance of unvaried frequency or voltage, and will not be liable in damages to the *Customer* or the *Customer's* equipment by reason of any failure in respect thereof.

## 2. Customer Self Protection

*Customers* requiring a higher degree of security than that of *good utility practice* for *energy* supply are responsible to provide their own *emergency back-up* or standby *energy* facilities. *Customers* may require special protective equipment at their premises to minimize the effect of momentary *energy* interruptions. Refer to OPUCNCOS-230-06 Backup Generators (Energy Supply).

*Customers* requiring a three-phase supply should install protective apparatus to avoid damage to their equipment, which may be caused by the interruption of one phase, or non-simultaneous switching of phases of the OPUCN's supply.

## 3. Emergency Disconnection

During an *emergency*, OPUCN may interrupt *energy* supply to a *Customer* in response to a shortage of supply, or to effect repairs on the *distribution system*, or while repairs are being made to a *Customer-owned substation*.

OPUCN shall have rights to have access to a *private property* in accordance with Section 40 of the *Electricity Act*.

To respond to a *distribution system emergency*, OPUCN may require immediate access to a *Customer-owned substation*.

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 230 – 02
<b>Conditions of Service</b>	<b>Issue Date:</b> November 26, 2002
<b>Power Quality</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Oshawa PUC Networks Inc. (OPUCN) endeavors to supply continuous *energy* with no power quality problems. Policies and procedures have been developed to address these issues, including *supply voltage* guidelines and outage notification processes. This section outlines those policies and procedures, as well as indicating the process OPUCN uses for handling voltage disturbances and power quality testing and remedial action.

This section includes conditions under which supply of *energy* to *Customers* may be interrupted, and may become unreliable or intermittent.

## 2. Power Quality Testing

In response to a *Customer* power quality concern, where the utilization of *energy* adversely affects the performance of electrical equipment, OPUCN will perform an investigative analysis on their *distribution system* up to the *ownership demarcation point* to attempt to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and/or use of diagnostic measurement tools.

Upon determination of the cause resulting in the power quality concern, where it is deemed a *distribution system* delivery issue and where *good utility practice* are not met, OPUCN will recommend and/or take appropriate mitigation measures. OPUCN will endeavor to take appropriate actions to control power disturbances found to be detrimental to the *Customer*. If OPUCN is unable to correct the problem without adversely affecting other OPUCN *Customers*, then it is not obligated to make the corrections. OPUCN will use appropriate industry standards (such as *Canadian Standards Association* or *IEEE* standards) and *good utility practice* as a guideline. If the problem lies on the *Customer* side of the *distribution system*, OPUCN shall seek reimbursement from the *Customer* for the costs incurred in its investigation.

### 3. Prevention of Voltage Distortion on Distribution

*Customers* having a non-linear load shall not be connected to OPUCN's *distribution system* unless power quality is maintained by implementing proper corrective measures such as installing proper filters, and/or grounding. Further, to ensure the *distribution system* is not adversely affected, power electronics equipment installed must comply with *IEEE* Standards. The limit on individual harmonic distortion is 3%, while the limit on total harmonic distortion is 5%.

### 4. Obligation to Help in the Investigation

If OPUCN determines the *Customer's* equipment may be the source causing unacceptable harmonics, voltage flicker or voltage level on OPUCN's *distribution system*, the *Customer* is obligated to help OPUCN by providing required equipment information, relevant data and necessary access for monitoring the equipment.

### 5. Timely Correction of Deficiencies

If an undesirable *distribution system* disturbance is being caused by the *Customer's* equipment, the *Customer* will be required to cease operation of the equipment until satisfactory remedial action has been taken by the *Customer* at the *Customer's* cost. If the *Customer* does not take such action within a reasonable time, OPUCN may *disconnect* the supply of *energy* to the *Customer*.

### 6. Notification for Interruptions

Although it is OPUCN's policy to minimize inconvenience to *Customers*, it is necessary to occasionally interrupt a *Customer's* supply of *energy* to maintain or improve the *distribution system*, or to provide new or upgraded services to other *Customers*. OPUCN will endeavor to provide the *Customer* with reasonable advance notice of planned energy interruptions. However, interruption times may change due to inclement weather or other unforeseen circumstances. OPUCN shall not be liable in any manner to such consumers for failure to provide such notice of planned interruptions or for any change to the schedule for planned power interruptions. Notice may not be given where work is of an *emergency* nature, involving the possibility of injury to *Persons* or damage to property or equipment.

However, during an *emergency*, OPUCN may interrupt supply of *energy* to a *Customer* in response to a shortage of supply of *energy* or to effect repairs on OPUCN's *distribution system* or while repairs are being made to a *Customer-owned substation*.



## 7. Notification to Customers on Life Support

*Customers* who require an uninterrupted source of *energy* for life support equipment must provide their own *emergency backup* equipment for these purposes. *Customers* with life support systems are encouraged to inform OPUCN of their medical needs and of their available *emergency backup*. These *Customers* are responsible for ensuring that the medical information they provide OPUCN is accurate and up-to-date. This information is maintained in OPUCN's Customer Information System and supplied to the Operations Department.

With planned interruptions, the same procedure as prescribed in Section 6 above will be observed. For those unplanned *energy* interruptions that extend beyond six hours and the time expected to restore the supply of *energy* is longer than what was indicated by *Customers* (registered on life support) as their available *emergency backup*, OPUCN will endeavour to contact these *Customers* but will not be liable in any manner to the *Customer* for failure to do so.

## 8. Emergency Interruptions for Safety

OPUCN will endeavour to notify *Customers* prior to interrupting the supply of *energy*. However, if an unsafe or hazardous condition is found to exist, or if the use of *energy* by apparatus, appliances, or other equipment is found to be unsafe or damaging to OPUCN's *distribution system* or any other *Person*, the supply of *energy* may be interrupted without notice.

## 9. Emergency Service (Trouble Calls)

OPUCN will exercise reasonable diligence and care to deliver a continuous supply of *energy* to the *Customer*. However, OPUCN cannot guarantee a supply of *energy* that is free from interruption.

When *energy* is interrupted, the *Customer* should first ensure that their failure is not due to the opening of a *Customer* owned protective device such as a fuse or breaker operating within their installation. If there is a partial power failure, the *Customer* should obtain the services of an electrical contractor to carry out necessary repairs. If, on examination, it appears that OPUCN's main source of supply of *energy* has failed, the *Customer* should report these conditions at once to OPUCN by calling the 24 hour phone number outlined in OPUCNCOS-500 Appendix A, Corporate Contacts.

OPUCN operates a trouble-call response, 24 hours a day, seven days a week, to provide service to *Customers*. OPUCN will initiate restoration efforts as rapidly as practicable.

## 10. Outage Reporting

Depending on the outage, duration and the number of *Customers* affected, OPUCN may issue a news release to advise the general public of the outage. In turn, news radio stations may call for information on a 24 hour basis when they become aware of an outage.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 230 – 03
<b>Conditions of Service</b>	<b>Issue Date:</b> November 26, 2002
<b>Electrical Disturbances</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Oshawa PUC Networks Inc. (OPUCN), and the Customers on their *distribution system*, should expect electrical disturbances from time-to-time. Guidelines that should be adhered to are outlined in this section.

## 2. Force Majeure

OPUCN shall not be held liable for the failure to maintain *supply voltages* within standard levels due to Force Majeure as defined below.

OPUCN shall not be liable for any delay or failure in the performance of any of its obligations under these Conditions of Service due to any events or causes beyond the reasonable control of OPUCN, including without limitation, severe weather, flood, fire, lightening, hurricane, tornados, other forces of nature, acts of animals, third party damage to OPUCN's distribution system, epidemic, quarantine restriction, explosion, riots, war, sabotage, crime, act of public enemy, earthquake, insurrection, riot, civil disturbance, strike, or other act of God, restraint by court order or public authority, government law, inability to obtain authorization or approval from any governmental or regulatory authority, or any combination of these causes.

## 3. Customer Responsibilities

Voltage fluctuations and other disturbances can cause flickering of lights and other serious difficulties for *Customers connected* to OPUCN's *distribution system*. *Customers* must ensure that their equipment does not cause any disturbances such as harmonics and spikes that might interfere with the operation of adjacent *Customer* equipment. Equipment that may cause disturbances includes large motors, welders and variable speed drives, etc. In planning the installation of such equipment, the *Customer* must consult with OPUCN.

Some types of electronic equipment, such as video display terminals, can be affected by the close proximity of high electrical currents that may be present in

*transformer rooms*. OPUCN may assist in attempting to resolve any such difficulties at the *Customer's* expense.

*Customers* who may require an uninterrupted source of *energy* supply, or a supply completely free from fluctuation and disturbance, must provide their own power conditioning equipment for these purposes.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 230 – 04
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Standard Voltage Offerings</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Oshawa PUC Networks Inc. (OPUCN) provides various voltages to *Customers* based on their supply requirements and availability. This section outlines both the primary and secondary voltages that are available.

## 2. Primary Voltage

The primary voltage to be utilized will be determined by OPUCN for both OPUCN owned and *Customer-owned substations*. The primary voltage will be 44,000V, three phase, three-wire system, **or** 13,800/8000V, grounded wye, three phase, four-wire system.

*Electrical services* with a main switch size of 1600A or less are serviced from the 13.8KV system. *Electrical services* with a main switch size greater than 1600A shall be fed from the 44 KV system and require a *Customer-owned substation*.

See OPUCN's Distribution Specifications which are available upon request.

## 3. Secondary Voltage

### 13.8 KV Distribution System

Secondary voltages will normally be 120/240V single phase, 120/208V three phase, **or** 347/600V, three phase.

### 44 KV Distribution System

Secondary voltages will normally be 120/208V three phase, **or** 347/600V, three phase.

## 4. Limit of Supply

The actual voltage to be used governs the limit of supply capacity for any *Customer*. See OPUCN's Distribution Specifications.

#### 4.1 44 KV Distribution System

Customers with a main switch size greater than 1600A, and a *demand* load less than 20 MVA shall require a 44KV *Customer-owned substation*.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 230 – 05
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Voltage Guidelines</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Oshawa PUC Networks Inc. (OPUCN) endeavours to supply a constant, stable *supply voltage* from its *distribution system*. The *Canadian Standards Association* (CSA) provides guidelines for *supply voltage* variation limits.

## 2. Voltage Criteria

OPUCN maintains *supply voltage* at the *Customer's* service entrance within the guidelines of C.S.A. Standard CAN3-C235-83 (latest edition) Table 3, which allows variations from nominal voltage of:

Nominal Voltage	Voltage Variation Limits			
	Extreme Conditions	Normal Conditions		Extreme Conditions
		Normal Conditions	Normal Conditions	
<b>Single Phase</b>				
120/240	106/212	110/220	125/250	127/254
240	212	220	250	254
480	424	440	500	508
600	530	550	625	635
<b>Three Phase 4w</b>				
120/208	110/190	112/194	125/216	127/220
240/416	220/380	224/388	250/432	254/440
277/480	245/424	254/440	288/500	293/508
347/600	306/530	318/550	360/625	367/635
<b>Three Phase 3w</b>				
240	212	220	250	254
480	424	440	500	508
600	530	550	625	635

Where *supply voltages* lie outside the indicated limits for *normal operating conditions* but within the indicated limits for *extreme operating conditions*, improvement or corrective action should be taken on a planned and programmed basis. Where *supply voltages* lie outside the indicated limits for *extreme operating conditions*, improvement or corrective action should be taken as soon as practical. The urgency for such action will depend on many factors such as the location and nature of load or circuit involved, the extent to which limits are exceeded with respect to *supply voltage* levels and duration, etc.

OPUCN shall practice reasonable diligence in maintaining *supply voltage* levels, but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the *transmitter*. OPUCN shall not be liable for any delay or failure in the performance of any of its obligations under this *Conditions of Service* document due to any events or causes beyond the reasonable control of OPUCN, including, without limitation, items indicated in the Force Majeure defined in OPUCNCOS-230-03, Electrical Disturbances.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 230 – 06
<b>Conditions of Service</b>	<b>Issue Date:</b> November 26, 2002
<b>Back-up Generators</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

*Customers* who install portable or permanent *emergency back-up energy* supply have obligations to the *Ontario Electrical Safety Code* and the *Electrical Safety Authority*. These *emergency back-up energy* supplies must be installed to guarantee there can be no back-feeds into Oshawa PUC Networks Inc.'s (OPUCN) *distribution system*.

## 2. Ontario Electrical Safety Code

*Customers* with portable or permanently connected *emergency back-up energy* supplies shall comply with all applicable criteria of the *Ontario Electrical Safety Code*. In particular, the *Customer* shall ensure that the *Customer's emergency back-up* does not parallel with OPUCN's *distribution system*, nor back-feed into it. There shall be proper interface protection between the *Customer's* electrical circuits and OPUCN's *distribution system*. Any *Customer emergency back-up energy* supply cannot be installed in a manner which would adversely affect OPUCN's *distribution system*.

## 3. Notification

*Customers* with permanently connected *emergency back-up energy* supply shall notify OPUCN regarding the presence of such equipment. See OPUCNCOS-500, Appendix J, Permanently Connected Emergency Back-up Information, for the information required regarding the permanently connected *emergency back-up energy* supply.

## 4. Safety

These *Conditions of Service* are critical to the safety of OPUCN employees, contractors, agents, and *Customers*. All *Customers* must stringently comply with them.

<p><b>Oshawa PUC Networks Inc.</b></p> <p><b>Conditions of Service</b></p>	<p><b>Number:</b> OPUCNCOS – 230 – 07</p> <p><b>Issue Date:</b> December 10, 2002</p>
<p><b>Metering</b></p>	<p><b>Review Date:</b> November, 2003 March 2007</p>

## 1. Preamble

Metering requirements are as required in Section 5 of the *Distribution System Code* and the *Retail Settlement Code*.

## 2. General

Refer to Oshawa PUC Networks Inc. (OPUCN) Distribution Specification “Metering Requirements and Specifications”.

*Customers* are responsible for the care and safekeeping of OPUCN meters, wires, and ancillary equipment on the *Customer's* premises. If such equipment as is installed, is damaged, destroyed or lost other than by ordinary wear and tear, tempest or lightning, the *Customer* will be liable to pay OPUCN the value of such equipment, or at the option of OPUCN, the cost of repairing same.

## 3. Instrument Transformers

Refer to OPUCN Distribution Specification “Metering Requirements and Specifications”.

## 4. Metering

### 4.1 Interval Metering

#### 4.1.1 Installation

An *interval meter* will be installed on *electrical services* under the following conditions:

- a) The annual average peak *demand* by the *Customer* is 200 KW or greater:

OPUCN will identify those *Customers*, which meet this criterion and provide notification to them. The notification will consist of a letter explaining the requirement for an *interval meter* under the pertinent *Ontario Energy Board* Codes and guidelines, the *meter installation* requirements and a time frame for completing the installation.

- b) New services with a forecasted annual average monthly peak *demand* of 200 KW or greater:

The requirement for an *interval meter* will be identified in the *Connection Agreement* with the *Customer* and will include an explanation of the requirement, and the *meter installation* requirements.

- c) At the request of the *Customer*:

The *Customer* is to contact the Metering Services Department of OPUCN in writing with the request for the installation of an *interval meter*. OPUCN will respond with the *meter installation* requirements and an estimate of the costs of the installation. Upon confirmation by the *Customer* that the installation is to proceed, the *Customer* shall make the communications link described in Section 4.1.2 available before OPUCN will commence any work on the installation.

#### **4.1.2 Metering Equipment**

In addition to the requirements contained in Sections 2 and 3, *interval meter installations* will require the provision of an active communications link at the metering cabinet prior to the installation of the metering equipment. The link shall be a dedicated communications line, which will be maintained and paid for by the *Customer*.

Existing *meter installations* being retrofitted with an *interval meter* may require upgrading of related metering equipment including the current or potential transformers. In these cases, the *interval meter* will not be installed until the required upgrades are complete.

#### **4.1.3 Costs and Payment**

Customers requesting an interval meter where the average annual peak is below 200 kW will be billed for the installation of the meter. Upon receipt of the costing for the *meter installation*, the *Customer* will remit this amount to OPUCN prior to the installation of the metering equipment.

Costs associated with maintaining the *meter installation*, excluding costs that are the responsibility of the *Customer* as expressly provided for elsewhere in OPUCN's *Conditions of Service* will be the responsibility of OPUCN.

## **4.2 Non-Interval Metering**

OPUCN shall provide, install and maintain, at its expense, a *meter installation* for retail settlement billing purposes for each *Customer* connected to OPUCN's *distribution system*.

## **5. Meter Reading**

### **5.1 Interval Meters**

#### **5.1.1 Meter Reading Schedule**

*Interval meters* are interrogated each business day.

#### **5.1.2 Access to Meter Data**

*Interval meter* data, is typically posted on the OPUCN Interval Meter Data internet site the next business day after the meter is interrogated. Access to the data is through the use of a secure personal identification number (PIN) issued by OPUCN. *Customer* access to *interval meter* data shall be in compliance with the *Retail Settlement Code* Section 5.2.

*Customers* who are *interval metered* and have enrolled with a *retailer* will have their *interval meter* data sent to the appropriate *retailer* via the Ontario Retail Settlement Electronic Business Transaction System in accordance with the *Ontario Energy Board's Retail Settlement Code*.

### **5.2 Non – Interval Meters**

#### **5.2.1 Meter Reading Schedule**

Non-interval meters are read on a minimum bi-monthly cycle. The Customer Service Department prepares an

annual schedule of meter reading that averages a 30 or 60 day read cycle.

Under normal circumstances, *general service Customers* over 50kW meter readings will not be estimated.

The meter reading schedule is updated on a bi-monthly basis to reflect any deviations and their reason.

#### **5.2.2 Missed and Unobtainable Reads**

A report shall be prepared for each reading cycle, of all accounts which have been estimated three or more times in a row. Field staff may attempt reading these accounts prior to the next scheduled read date. All obtained readings and reading notes on access for future reads will be entered into the meter reading handheld data recorder. Appointments will be made with *Customers* in an attempt to obtain a regular reading. OPUCN must take an accurate reading and check its equipment at least once a year.

#### **5.2.3 Access to Meter Data**

*Customers* who have enrolled with a *retailer* will have their data sent to the appropriate *retailer* via the Ontario Retail Settlement Electronic Business Transaction System in accordance with the *Ontario Energy Board's Retail Settlement Code*.

Meter data will be posted on the OPUCN internet site the business day after the billing date for which the data is valid. Access to the data is through the use of a secure personal identification number (PIN) issued by OPUCN.

### **6. Final Meter Reading**

#### **6.1 Termination of Contract for Distribution Service**

OPUCN conducts final meter readings at the request of a *Customer*. The meter will be read on the termination date requested, or the next business day. *Customers* must give two weeks notice for a final meter reading. *Customers* that move out of a *building* are liable for the service until notification is given and a meter reading has been made.

#### **6.2 Switch to Retailer Supply or Switch in Retailer Supply**

In all cases, the final read date will be the next scheduled read date following the end of any contest or blackout periods as described in the *Retail Settlement Code* for *Customer* enrollment with a *retailer*.

### **6.3 Return to Standard Supply Service**

In all cases, the final read date will be the next scheduled read date following the end of any blackout periods as described in the *Retail Settlement Code*.

## **7. Faulty Registration of Meters**

Revenue metering data shall be checked for reasonableness by OPUCN before being passed on to the settlement system. If the data does not satisfy preset validation criteria, a trouble call shall be issued to resolve any potential measurement problems and estimated data shall be provisionally substituted for the suspect data until the trouble call is resolved.

If resolution of the trouble call confirms a problem with the revenue metering, the estimated data shall be edited as required then passed on to the rest of the settlement process.

If the revenue metering data is confirmed to be correct, the estimate shall be manually undone. On other occasions the data may have to be manually adjusted for other reasons.

### **7.1 Interval Meters**

This section applies to revenue metering data collected by the MV90 data collection system used by the Contractor providing OPUCN *interval meter* reading services for use in settlement of retail transactions in OPUCN's licenced service area.

The meter in any of these installations transmits the data to be validated. The general methodology for validating the data is by comparing it to data previously gathered. Data previously gathered is often referred to as historical data.

When metering data fails validation, OPUCN must estimate and fill the resulting gap. If a *Customer* is unsatisfied with the estimate produced by OPUCN, the *Customer* is required to participate in OPUCN's meter data dispute resolution process. If still not satisfied, the *Customer* has the right to ask *Measurement Canada* to resolve the dispute.

The validation criteria are based on the historical load pattern and alarms from the meter.

### 7.1.1 Validation Requirements

OPUCN will comply with the *DSC* and *RSC* for validation of data collected from the meter.

### 7.1.2 Estimating

Should validation indicate that data from the meter might be incorrect, the Metering Services Department will prepare a provisional estimate. The estimate shall be prepared based on the historical load pattern.

#### 7.1.2.1 Gaps One Hour or Less

The data in channels 1, 2, 3, and 4 shall be estimated using linear interpolation. A straight line, joining the *demand* reading at the beginning of the interval to the *demand* reading at the end of the interval, shall be used to estimate the *demands* in the intervening intervals.

#### 7.1.2.2 Gaps Over One Hour

The gap will have a start and stop time and a day type: weekday, weekend, and holiday. The *energy* data for the three previous comparable periods (start and stop times and day type match) shall be compared.

If the meter has not been installed long enough, three comparable periods may not be found. In this case, OPUCN shall contact the *Customer* for information upon which an estimate may be based.

If the installation is a *Customer's*, the maximum *energy* shall be used as the basis of standard MV90 load shape scaling.

Where a *generation facility* is lacking alternate or check metering, the minimum *energy* shall be used as the basis of standard MV90 load shape scaling if the *Customer* can prove that the *generator* was in production during the period. Otherwise the estimate shall be zero.

### 7.1.3 Editing

#### 7.1.3.1 Background

Manual substitution and scaling routines shall be used for editing. Editing may be required when the trouble call

process determines the cause and resolution of the problem.

Occasionally a *meter installation*, even though it is otherwise operating normally, may provide incorrect data owing to events such as power system switching or application of mobile *emergency back-up*. Manual editing would then be required to revise the incorrect data.

#### **7.1.3.2 No Reliable Data Available**

If the data from the meter is incorrect or unobtainable, OPUCN's Metering Services Department shall either:

- a) Provide an adjustment factor that truly reflects the actual transaction, or
- b) Ask the Customer Service Department to prepare an estimate based on historical data.

The submission of an adjustment shall consist of;

- i) A multiplier; and/or an optional additive constant;
- ii) The specific period to which the adjustment applies; and
- iii) Documentation supporting the adjustment.

OPUCN shall retain the documentation of the adjustment to support audit requests that may be initiated by the *Customer*.

#### **7.1.3.3 Problem Repaired**

If the Metering Services Department is able to repair the problem while on site, and chooses to submit an adjustment, the adjustment shall be based on "as-found" and "as-left" readings.

The adjustment factor shall be confirmed by comparison with an independent measurement made or available on site, such as panel metering, SCADA, performance metering, cross phase readings taken from test links supplied by protective relaying instrument transformers, or a primary clip-on ammeter reading.

#### **7.1.3.4 Problem Not Yet Repaired**

If the problem will be resolved within time lines specified in the *Ontario Energy Board's Retail Settlement Code*



and data can still be obtained from the main, the Meter Department may provide an adjustment factor to be applied to the metering data collected.

The Metering Services Department shall approve all edit adjustments.

## **7.2 Non-Interval Meters**

This section applies to revenue metering data collected by the data collection system used in the settlement of retail transactions in OPUCN's licenced *service area*.

The meter in any of these installations is manually read and the data is entered into a data recorder and is validated. A request read file is generated in the utility billing system for the cycle reads to be obtained. Once the cycle reads have been obtained and validated, a read data file is created to return the meter reading data to the utility billing system. The general methodology for validating the data is by comparing it to data previously gathered.

The data is also validated by the CIS billing system when it is uploaded from the Itron system.

When metering data fails validation, OPUCN must estimate and fill the resulting gap. If a *Customer* is unsatisfied with the estimate produced by OPUCN, the *Customer* is required to participate in OPUCN's meter data dispute resolution process. If still not satisfied, the *Customer* has the right to ask *Measurement Canada* to resolve the dispute.

The validation criteria are based on the historical load pattern.

### **7.2.1 Validation Requirements**

OPUCN will comply with the *DSC* and *RSC* for validation of data collected from the meter.

### **7.2.2 Estimating & Editing**

Should validation indicate that data from the meter might be incorrect, a provisional estimate shall be prepared. The estimate shall be prepared based on the historical load pattern.

## **8. Meter Data Dispute Resolution**

## 8.1 Meter Data Complaints

Upon receiving a high bill complaint, the *Customer's* account is to be reviewed by a Customer Service Representative to identify the areas of concern. Should reviewing the existing billing history fail to resolve the problem to the *Customer's* satisfaction, a trouble call will be issued.

A *residential service Customer* may have the option of having a check meter installed in series with the existing meter depending on their service configuration. The Meter Technician will review the findings and report them to the Consumer Service Representative for discussion with the *Customer*.

## 8.2 Dispute Testing

Should a *Customer* be dissatisfied with the results of the metering data complaints resolution process, the meter can be removed and sent to *Measurement Canada* for dispute testing. The dispute test is subject to a service charge as detailed in OPUCN's schedule of approved rates and charges. The *Customer* will be contacted by *Measurement Canada* and informed of the time, location and date of testing. A Government Inspector will conduct testing and the results forwarded directly to the *Customer*. The *Customer* has 60 days to appeal the results of the test.

Installations containing current or voltage transformers must be tested by *Measurement Canada* on site (known as 'in-situ testing') prior to OPUCN personnel removing the meter. Once the in-situ test has been completed, the meter can be removed and sent to *Measurement Canada* for testing. The *Customer* will be notified of the time, location and date of the test and will be forwarded the results directly.

Following a test, meters with correct registration returned to OPUCN will not be placed in service until the end of the 60-day *Customer* appeal period.

In the event a meter fails testing, the service charge will be waived and a billing adjustment will be prepared by OPUCN and sent to *Measurement Canada* for approval prior to adjusting the *Customer's* account.

## 8.3 Working Space

A minimum clear working space of 1 m shall be maintained in front of all equipment and from all side panels. This space shall provide a minimum headroom of 2 m.

Where a hinged door in an open position would block an exit route, a further 1 m of clearance from the edge of the open door shall be provided.

#### **8.4 Metering Multi-Unit Dwellings**

Apartment buildings of four (4) suites or more shall be supplied through one (1) meter.

Office buildings, and office areas within a multiple-use building, shall be supplied through one (1) meter.

#### **8.5 Further Information**

Further specifications for metering are available by contacting OPUCN.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 240 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> December 10, 2002
<b>Tariffs and Charges Service Connection</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

Charges for *connection* and *distribution services* are made as set out in the Schedule of Rates available from Oshawa PUC Networks Inc. (OPUCN) and/or elsewhere in these *Conditions of Service*. The Schedule of *Ontario Energy Board* Approved Rates is shown in Appendix "O", Schedule of Rates and Charges. Any revisions to *OEB* approved *rates* shall be published in major local newspapers. Other *rate* changes may be provided by published notice at the direction of the *OEB*. Information about changes may also be mailed to all *Customers* with the first billing issued at revised *rates*.

## 2. Consumers Switching to Retailer

There are no physical *distribution system* differences between *Standard Supply Service* (SSS) *Customers* and third party *retailers'* customers for delivery of *energy* supply. Both *Customer energy* supplies are delivered through OPUCN with the same *distribution system*. Therefore, all *electrical service* requirements applicable to the SSS *Customers* are applicable to third party *retailers'* customers. Basic and Variable Connection Fees are outlined in OPUCNCOS-500, Appendix C, Basic Connection and Disconnection Fees.

## 3. Service Deposits and Agreements for Expansions or Connections

Where an *Applicant* proposes the development of premises for a specific project, and before actual construction begins, the *Applicant* is required to sign the necessary agreement and furnish a suitable security deposit.

An irrevocable (standby) letter of credit or a letter of guarantee, in a form acceptable to OPUCN, from a chartered bank, trust company or credit union is acceptable in lieu of a cash deposit.

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 240 – 02
<b>Conditions of Service</b>	<b>Issue Date:</b> December 10, 2002
<b>Tariffs and Charges Energy Supply</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

The *Ontario Energy Board's (OEB) Retail Settlement Code* and *Standard Supply Service Code* lay out rules and regulations for providing *energy*. This Section outlines the Oshawa PUC Networks Inc. (OPUCN) processes for various types of *energy* supply.

## 2. Standard Service Supply

All existing OPUCN *Customers* are *Standard Supply Service (SSS) Customers* until OPUCN is informed of their switch to a third party *retailer*. The *Customer* or the *Customer's* authorized *retailer* must make the Service Transfer Request (STR). All OEB approved *rates* for *energy* supply to SSS *Customers* are listed in Appendix O Schedule of Rates and Charges.

## 3. Retailer Supply

*Customers* transferring from SSS to a third party *retailer* shall comply with the STR requirements as outlined in 10.5 through 10.5.6 of the *Retail Settlement Code*.

All requests shall be submitted as electronic file and transmitted through the Ontario Retail Settlement Electronic Business Transaction System. The STR shall contain information as set out in section 10.3 of the *Retail Settlement Code*.

If the information is incomplete, OPUCN shall notify the submitting party about the specific deficiencies and await a reply before proceeding to process the transfer.

All OEB approved *rates* for the administration of the delivery of *energy* to *retailer* customers are listed in Appendix O, Schedule of Rates and Charges.

#### 4. Wheeling of Energy

All *Persons* considering delivery of *energy* through, but not into, OPUCN's *distribution system* are required to contact OPUCN for technical requirements, applicable tariffs, and Settlement Agreements.

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<b>Oshawa PUC Networks Inc.</b>  <b>Conditions of Service</b>	<b>Number:</b> OPUCNCOS – 240 – 03  <b>Issue Date:</b> December 10, 2002
<b>Security Deposits</b>	<b>Review Date:</b> July, 2004 November, 2005 March 2006

**1. Preamble:**

A *distributor* may request a security deposit as provided under Chapter 2 of the OEB'S *Distribution Systems Code*. In managing *customer* non-payment of risk, a *distributor* shall not discriminate among *customers* with similar risk profiles or risk related factors except where expressly permitted by the *Code*.

**2. Policy:**

- 2.1 Except as provided for in Sections 4.3 and 6, all new *residential service* and *general service Customers* will be required to pay a security deposit to Oshawa PUC Networks Inc. (OPUCN) when applying for *distribution services*.
- 2.2 Any existing *Customer* who has not established a satisfactory payment record with OPUCN will be required to pay a security deposit.
- 2.3 Bulk metered residential units and condominiums are considered to be "residential" customers for the purposes of deposit requirements as defined in section 2 of the Distribution System Code.

**3. Administration of Security Deposits:**

3.1 Residential Customers:

- 3.1.1 The deposit shall be maintained for a minimum of one year.

- 3.1.2 Deposits will be refunded yearly or upon request, after one year providing the *Customer* has established a satisfactory payment record in accordance with Section 7.
- 3.1.3 All amounts held on deposit will be applied to the final bill on termination of distribution services.
- 3.1.4 Deposit payments will be collected from the *Customer* when an application for *distribution services* is made.
- 3.1.5 Deposits may be augmented by an additional deposit if the original deposit proves to be insufficient based on the *Customer's* actual usage where the original deposit was calculated using section 4.1.1.2 and is found to be too low.
- 3.1.6 Deposits will be subject to normal collection procedures, including *disconnection*.

3.2 General Service Customers:

- 3.2.1 For a *General Service Customer with demand under 50kW* the deposit will be held for a minimum of five years of good payment history or until the *distribution service* is terminated.
- 3.2.2 For a *General Service Customer with demand over 50kW and under 5000 kW* the full deposit will be held for a minimum of seven years or until the *distribution service* is terminated, whichever is sooner. After seven years of good payment history the deposit will be returned.
- 3.2.3 For a *General Service Customer with demand over 5000 kW* the full deposit will be held for a minimum of seven years or until the *distribution service* is terminated, whichever is sooner. After seven years of good payment history 50% of the deposit will be returned.
- 3.2.4 All amounts held on deposit will be applied to the final bill upon termination of the *distribution service*.
- 3.2.5 Deposit payments will be collected from the *Customer* when an application for *distribution services* is made.
- 3.2.6 Deposits may be augmented by an additional deposit if the original deposit is insufficient based on the *Customer's* actual usage where the original deposit was calculated using section 4.1.1.2 and is found to be too low.



3.2.7 Deposits not paid will be subject to normal collection procedures, including *disconnection*.

#### 4. Amount of Deposit:

##### 4.1 Customers On Standard Supply Service

###### 4.1.1 Residential Customers:

4.1.1.1 *Residential service Customer* deposits will be based on 2.5 times the average usage over the most recent 12 month period.

4.1.1.2 The deposit will be based on, in order:

- a. the previous *Customer's* consumption
- b. the street average
- c. area average bill  
in determining an amount.

###### 4.1.2 General Service Customers and Monthly Billings:

4.1.2.1 The amount of the deposit will be based on 2.5 times the average monthly usage for the previous 12 month period.

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4.2 Customers On Choice With Retailer  
Distributor Consolidated Billing

The amount of deposit for both *residential service* and *general service Customers* will be calculated as in Section 4.1

4.3 Customers On Choice With Retailer  
Retailer Consolidated Billing

No deposit shall be taken from the *Customer*.

5. **Interest on Deposits:**

5.1 Security Deposits:

Interest is based on the Bank of Canada's Prime Interest Rate less 2% and will be updated quarterly and accrue monthly. The calculated interest will be applied to the customer's account annually and any interest still unapplied will be credited to the final bill.

5.2 IMO Security Deposit:

Interest on the security held by OPUCN for the purposes of *IMO* prudential guarantee requirements shall be paid on the same terms and conditions as the *IMO* establishes with OPUCN.

6. **Exemptions:**

6.1 Federal, Provincial, Regional, and Municipal Governments shall be exempt from the security deposit requirement.

6.2 *Residential service Customers* who have in the most recent 24 month period established a satisfactory payment record of one year with OPUCN will be exempt from the security deposit requirement.

6.3 A Letter of Reference for *residential service Customers* will be acceptable from other Ontario *distributors* or gas distributors providing the *Customer* has had a satisfactory payment record for 12 consecutive months, at least part of which was within the past 24 months.

- 6.4 A new *residential service Customer* or *general service Customer* who requests an exemption and then passes a credit check using the system that OPUCNI has in place at the time will be exempt from the security deposit requirement. This credit check will be subject to an administration fee.

**7. Satisfactory Payment Record Criteria:**

- 7.1 No more than one returned cheque or returned budget billing payment in the relevant time period.
- 7.3 No more than one disconnect notice in the relevant time period.
- 7.4 No service disconnection visits in the relevant time period.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 240 – 04
<b>Conditions of Service</b>	<b>Issue Date:</b> December 10, 2002
<b>Tariffs and Charges Billing</b>	<b>Review Date:</b> November, 2003 July, 2004

## 1. Preamble

Oshawa PUC Networks Inc. (OPUCN) has established a billing method and billing cycles to provide *Customers* with *distribution services* through *Standard Supply Service* or through a third party *retailer*, per the rules and regulations laid out in the *Ontario Energy Board's Retail Settlement Code (OEB RSC)*.

## 2. Billing Cycle

OPUCN issues bills on a monthly basis. Regular and estimated (if required) billings for the use of *energy* and *distribution services* will be based on either a metered rate, or a flat rate, as determined by OPUCN.

Metered *Customers* have their meters read once per month, or every two months, corresponding to their billing cycle at a previously determined schedule. See OPUCNCOS-500, Appendix Q, Planned Billing Schedule.

All *interval metered Customers* are read daily and billed on a calendar month.

The remaining *Customers* are divided into billing cycles and each cycle is read and billed at roughly the same time each month.

## 3. Settlement Costs

The competitive, and non-competitive, settlement costs are calculated according to the *RSC* Sections 3 and 4. The settlement options, as outlined in Section 7 of the *RSC* are: retailer consolidated billing, distributor consolidated billing, split billing (when determined by the *OEB*), and *Standard Supply Service* billing.

## 4. Aggregated Billing

OPUCN will not provide aggregated billing.

## 5. Disputes

The *Customer* may dispute charges shown on the *Customer's* bill, or other matters, by contacting and advising OPUCN of the reason for the dispute. OPUCN will promptly investigate all disputes and advise the *Customer* of the results. For formal disputes, the dispute process outlined in OPUCNCOS 180 – 00 will be followed.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 240 – 05
<b>Conditions of Service</b>	<b>Issue Date:</b> March 20, 2003
<b>Tariffs and Charges Payments</b>	<b>Review Date:</b> November, 2003 November, 2005 May, 2009

## 1. Preamble

Oshawa PUC Networks Inc. (OPUCN) has established payment methods to provide the *Customer* with *distribution services*, and *wholesale settlement costs* through *Standard Supply Service*, or through a third party *retailer* as per the rules and regulations laid out in the *Ontario Energy Board's (OEB) Retail Settlements Code (RSC)*.

## 2. Payments and Late Payment Charges

Bills are rendered for *distribution services* and *wholesale settlement costs* to the *Customer* on a monthly basis. Bills are payable in full by the due date, otherwise, overdue interest will apply. Interest will be applied per month at the *rate* stated in OPUCNCOS-500, Appendix O, Schedule of Rates and Charges. Where a partial payment has been made by the *Customer* on or before the due date, the interest charge will apply to the amount of the bill outstanding at the due date. OPUCN has the discretion to determine whether it will allow partial payments.

Payments will be accepted at any financial institution in the form of legal tender as defined in the Currency Act, Chapter C-52 of the Department of Justice Canada in the currency of Canada; direct deposit through a bank listed in Schedule I or II of the Bank Act of the Department of Justice Canada; or by a personal or business cheque or money order deposited in a drop box at our office or received through the mail.

OPUCN also offers an Equal Payment Plan that allows *Customers* to normally pay an equal amount over the twelve months. The amount will be reviewed on a regular basis, and it will be adjusted accordingly if actual usage is significantly different. See OPUCNCOS-500, Appendix R, Equal Payment Plan Contract Letter.

Outstanding bills are subject to the collection process and may ultimately lead to *disconnection of distribution services*. *Distribution services* will be restored once satisfactory payment has been made. *Disconnection of distribution services* does not relieve the *Customer* of the liability for arrears. OPUCN shall not be liable for any damage on the *Customer's* premises resulting from such *disconnection* of

*distribution services*. A *disconnect/reconnect* charge will apply where the service has been *disconnected* due to non-payment. *OEB* approved charges for collection notices and *disconnect/reconnect* are shown in OPUCNCOS-500, Appendix O, Schedule of Rates and Charges.

### 3. Pre-Authorized Payment

OPUCN also offers a Pre-Authorized Payment (PAP) plan. The PAP plan allows *Customer* payments to be automatically withdrawn from the *Customer's* bank account on their due date. A *Customer* wishing to be put on the PAP plan must complete an authorization form, which is available from OPUCN.

### 4. Other Charges

*Customers* will pay special charges and deposits, on request, which may arise from a variety of conditions. These charges are approved by the *OEB* and are shown in OPUCNCOS-500, Appendix O, Schedule of Rates and Charges. The other charges are:

**Security Deposit** - As a guarantee of payment of *energy* bills *Customers* will be required to pay a deposit to OPUCN, see OPUCNCOS 240 - 03.

**Account Set-up Charge** - When a new account has to be established a charge will apply.

**Change of Occupancy** - A change of occupancy charge will apply to all accounts being finalised by an existing *Customer*. This will be the same amount as the Account Set-up Charge.

**Arrears Certificate Charge** - If a *Customer* or lawyer request an arrears certificate, or account balance, a charge will apply.

**Returned Cheque Charge** - The *Customer* will be required to pay additional charges for the processing of non-sufficient fund (N.S.F.) cheques, above and beyond bank charges.

**Collection of Account Charge** - It is sometimes necessary, for the *Customer's* convenience, for a OPUCN employee to visit a *Customer's* premises to collect payment for an account. There will be a charge for this service.

**Late Payment Charge** - A monthly interest rate will be charged on all amounts still owing after the due date.

**Disconnect/Reconnect Charges** - If *distribution services* are *disconnected* to a *Customer* for non-payment, and payment has been received according to OPUCNCOS 220 - 01, the *distribution services* will be reconnected and a service charge will apply. The amount of the service charge will depend on when the *distribution services* were reconnected, and the physical location on the *electrical service* wires of the actual reconnection.

**Dispute Involvement Meter Test Charge** - If a *Customer* disputes the accuracy of the meter, the dispute process outlined in OPUCNCOS 230 – 07 Section 8 will be followed. A service charge will apply. The amount of the charge is different, depending on the type of *meter installation*.

**Temporary Service Connection Charge** - When a new temporary service is set-up a charge will be applied to cover the cost of installing and removing the temporary service. The amount of the charge is different, depending on the type of installation and whether transformation is included.

**Disconnect/Reconnect Flat Rate Water Heaters (FRWH) Charge** - When *disconnection* or *reconnection* is required on a flat rate water heater for any reason, a charge will apply.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 250 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> December 10, 2002
<b>Customer Information</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

*Customers* and *retailers* have certain rights regarding access to current and historical usage information and related data. The *Ontario Energy Board's (OEB) Retail Settlement Code*, Chapter 11, outlines the obligations of *distributors* in providing access to such information. A processing fee in accordance with the *OEB's Electricity Distribution Rate Handbook*, Chapter 11, Section 11.2.5, will apply.

This section of Oshawa PUC Networks Inc.'s (OPUCN) *Conditions of Service* describes the provision of any other information.

The *Conditions of Service* includes reference to information subject to privacy regulations and load profile information. Any process for handling requests for information outside of the requirements of the *Retail Settlement Code* are detailed in this section.

## 2. Third Party Request

A third party, who is not a *retailer*, may request historical usage information with the written authorization of the *Customer* to provide their historical usage information. The information to be provided will be what is readily available to a maximum of 24 months. OPUCN will charge a fee for this service.

## 3. Aggregated Information

OPUCN will provide at no charge to a *transmitter*, the *IMO* or the *OEB*, information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's *Customer* information cannot reasonably be identified. OPUCN will charge a fee for this service to anyone else.

#### 4. List of Retailers

At the request of a *Customer*, OPUCN will provide a list of *retailers* who have *Service Agreements* in effect within its *service area*. The list will inform the *Customer* that an alternative *retailer* does not have to be chosen in order to ensure that the *Customer* receives *energy* and the terms of service that are available under *Standard Supply Service*.

#### 5. Request Response or Referral

Upon receiving an inquiry from a *Customer* connected to its *distribution system*, OPUCN will either respond to the inquiry if it deals with its own *distribution services*, or provide the *Customer* with contact information for the entity responsible for the item of inquiry, in accordance with Chapter 7 of the *Retail Settlement Code*. The information to be provided will be what is readily available to a maximum of 24 months. OPUCN will charge a fee for this service.

#### 6. Embedded Distributor

An *embedded distributor* that receives *energy* from OPUCN shall provide load forecasts or any other information related to the *embedded distributor's* system load to OPUCN, as determined and required by OPUCN. OPUCN shall not require any information from another *distributor* unless it is required for the safe and reliable operation of either's *distribution system* or to meet a *distributor's* licence obligations.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 300 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> January 17, 2003
<b>Classifications Based On Service Size</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

*Customers* are to be classified by their *electrical service* size and by the type of *Customer*. The following classifications are defined by Oshawa PUC Networks Inc. (OPUCN). Where the *private property* has mixed services the service will be deemed *general service*.

## 2. Residential

All services supplied to single-family dwelling units for domestic or household purposes shall be classified as *residential service*.

## 3. General Service

All services other than those designated as *residential service* or *municipal street lighting service*. This includes combination type services where a variety of uses are made of the same service by the *Customer* (eg. *general service* less than 50kw combined with *residential service*).

Subclasses would be:

- *Demand* less than 50kw  
(100A or 200A @ 120/208V; 100A or 200A @ 120/240V; 60A @ 347/600V)
- *Demand* 50kw, up to 500kw  
(400A, 600A, 800A, 1000A, 1200A or 1600A @ 120/208V; 400A or 600A @ 120/240V; 100A, 200A, 400A or 600A @ 347/600V)
- *Demand* greater than 500kw, up to 5000kw  
(greater than 1600A @ 120/208V OR greater than 600A @ 347/600V)

For new installations, *demand* sizing is based on the main switch size in amps converted to kw.

#### **4. Municipal Street Lighting**

All service supplied only to electrical street lighting equipment owned and operated by the City of Oshawa that is used to illuminate roadways, municipal parking lots, and sidewalks, etc. The streetlight equipment is not metered, and they turn on and off by photoelectric cells.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 310 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> January 17, 2003
<b>Residential</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

This section covers all items that apply specifically to *residential service Customers* not covered under any other section of the Oshawa PUC Networks Inc.'s (OPUCN) *Conditions of Service*. All new *connection assets* from OPUCN's *distribution system* to OPUCN's *ownership demarcation point* shall be installed by OPUCN, or a qualified contractor, as per the requirements of the *Distribution System Code* Chapter 3 and OPUCNCOS 210-00, Connections. Details of the *connection work* to be performed, OPUCN costs, and the work subject to an alternative bid by a qualified contractor, shall be specified in OPUCN's Offer to Connect.

## 2. Definition

See OPUCNCOS – 300 – 00, Classification Based On Service Size.

## 3. Site Information

OPUCN requires the following information from the *Customer* in advance of making a formal Offer to Connect. OPUCN is obliged to provide an Offer to Connect within 60 calendar days of receiving the following information from the *Customer*.

- Required *connection date*
- Proposed *electrical service's* rated capacity (amperes) and voltage ratings and *meter installation* requirements
- Survey plan and site plan indicating the proposed location of the *electrical service* with respect to public rights-of-way and lot lines.
- Locations of other services as indicated on the City of Oshawa's Composite Utility Plan to at least the center line of the roadway.
- Information as specified in OPUCN Distribution Specifications, which are available upon request from OPUCN.

## 4. Demarcation Points and Fees

Refer to Conditions of Service OPUCNCOS-210-01 "Building That Lies Along", Appendix B and Appendix C in OPUCNCOS-500 for point of demarcation, standard allowance and connection fees for *residential services*.

## 5. Relocation of Service

If the *Customer* requests an established overhead or underground service to be relocated due to construction of *buildings* or other reasons, the *Customer* will bear the full cost of relocation of service.

## 6. Miscellaneous

Technical detail information is available from the Technical Services Department and/or OPUCN's Distribution Specifications.

The *Customer* shall pay for any necessary road crossings.

The trench route or pole line route must be approved by OPUCN. Any deviation from this route must be approved by OPUCN. The *Customer* will be responsible for OPUCN's costs associated with re-design and inspection services due to changes or deviations initiated by the *Customer* or their agent.

The *Customer* will assure the provision for the *electrical service, connection assets and meter installation*, all comply with OPUCN's specifications.

Where there are other services to be installed (e.g. gas, telephone, and cable) these shall be coordinated in a common trench as approved by the participating companies. OPUCN's installation will not normally commence until water and sewer servicing, and grading within 150mm, have been completed.

It is the responsibility of the *Customer*, or their contractor, to obtain approvals from all of the utility companies (including OPUCN) before digging.

All asset connections/expansion work performed by an approved contractor must be inspected by OPUCN. OPUCN shall charge the *Customer* for this inspection work as indicated in the Offer to Connect.

The *Customer* shall provide unimpeded access for OPUCN to install the service.

The *Customer* shall ensure that any intended tree planting has 1 metre clearance from underground or overhead electrical plant.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 320 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> January 17, 2003
<b>General Service Less than 50kW</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

This section pertains specifically to *General Service Customers* with a *demand* of less than 50 kW. Oshawa PUC Networks Inc.'s (OPUCN) specific *Conditions of Service* for this class of *Customer*, which are not covered under any other section, are specified in this section. All new *connection assets* from OPUCN's *distribution system* to OPUCN's *ownership demarcation point* shall be installed by OPUCN, or a qualified contractor, as per the requirements of the *Distribution System Code* Chapter 3 and OPUCNCOS 210-00, Connections. Details of the *connection* work to be performed, OPUCN costs, and the work subject to an alternative bid by a qualified contractor, shall be specified in OPUCN's Offer to Connect.

## 2. Definition

See OPUCNCOS – 300 – 00, Classification Based On Service Size.

## 3. Site Information

OPUCN requires the following information from the *Customer* in advance of making a formal Offer to Connect. OPUCN is obliged to provide an Offer to Connect within 60 calendar days of receiving the following information from the *Customer*.

- Required *connection date*
- Proposed *electrical service's* rated capacity (amperes) and voltage ratings and *meter installation* requirements
- Proposed *demand* details in kW (Winter and Summer)
- Survey plan and site plan indicating the proposed location of the *electrical service* with respect to public rights-of-way and lot lines.
- Locations of other services as indicated on the City of Oshawa's Composite Utility Plan to at least the center line of the roadway.
- Information as specified in OPUCN Distribution Specifications.

## 4. Civil Infrastructure and Underground Service Requirements

See OPUCN Distribution Specifications, which are available upon request from OPUCN.



When effecting changes, the *Customer* shall maintain sufficient clearances between the *electrical service* and *buildings* and other permanent structures to meet the requirements of OPUCN Distribution Specifications.

## 5. Maintenance

OPUCN is responsible for the maintenance and repairs of the *connection assets* to the *ownership demarcation point*, **but not** the *electrical room* or any other civil structure that forms part, or is part of the *Customer's building*.

## 6. Refurbishment

OPUCN will undertake the necessary programs to maintain and enhance its *distribution system* at its expense. In the event that the *electrical service* to a *Customer* needs to be restored as a result of these construction or maintenance activities by OPUCN, they will be restored to an equivalent condition.

In addition, OPUCN may carry out the necessary construction and *enhancement* work to maintain existing *distribution services* by providing standard overhead or underground temporary *connection assets* to *Customers* effected by OPUCN's construction activities. If a *Customer* requests special construction beyond the normal OPUCN standard in accordance with the program, the *Customer* shall pay the additional cost, including engineering and administration fees.

Refer to Appendices B and C for demarcation points, charges, and connection fees for General Service.

## 7. Electrical Requirements

Where OPUCN's *distribution system*, or the size of the *Customer's electrical service* warrants, the *Customer*, or the *person* who owns the *building*, will be required to provide facilities and an *electrical room*, vault room, or pad, on its *private property* and an easement as required (i.e. on the premises to be served), acceptable to OPUCN, to house the necessary transformer(s) and/or switching equipment. OPUCN will provide planning details upon application for service.

OPUCN will supply, install and maintain the transformation equipment in a vault room, or on a pad.

The *person* who owns the *building* shall identify each *Customer's* metered service by address and/or unit number in a permanent and legible manner. The identification shall apply to all main switches, breakers and to all meter cabinets or meter mounting devices that are not immediately adjacent to the switch or breaker. The electrical room shall be visibly identified from the outside. OPUCN will install on or

beside the door, at the *Customer's* expense, a lock box for the meter room door key to be provided by the *Customer*.

See OPUCN Distribution Specifications.

## 8. Electrical Room Requirements (as applicable)

See OPUCN Distribution Specifications.

## 9. Temporary Services

*Temporary services* may be supplied overhead or underground, at OPUCN's discretion. The *Customer* will be responsible for all associated costs for **the installation and removal** of *connection assets* required for a *temporary service* to OPUCN's *distribution system*. Payment of those costs must be made in advance.

Subject to the requirements of OPUCN, a *connection* will be made after receipt of a 'Connection Authorization' from the *Electrical Safety Authority*, a signed *Distribution Services Agreement*, and a deposit from the *Customer*.

See OPUCN Distribution Specifications.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 330 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> January 17, 2003
<b>General Service 50kW to 500kW</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

This section pertains specifically to *General Service Customers* with a *demand* from 50 kW to 500kW. Oshawa PUC Networks Inc.'s (OPUCN) specific *Conditions of Service* for this class of *Customer*, which are not covered under any other section, are specified in this section. All new *connection assets* from OPUCN's *distribution system* to OPUCN's *ownership demarcation point* shall be installed by OPUCN, or a qualified contractor, as per the requirements of the *Distribution System Code* Chapter 3 and OPUCNCOS 210-00, Connections. Details of the *connection* work to be performed, OPUCN costs, and the work subject to an alternative bid by a qualified contractor, shall be specified in OPUCN's Offer to Connect.

## 2. Definition

See OPUCNCOS – 300 – 00, Classification Based On Service Size.

## 3. Site Information

OPUCN requires the following information from the *Customer* in advance of making a formal Offer to Connect. OPUCN is obliged to provide an Offer to Connect within 60 calendar days of receiving the following information from the *Customer*.

- Required *connection* date
- Proposed *electrical service's* rated capacity (amperes) and voltage ratings and *meter installation* requirements
- Proposed *demand* details in kW (Winter and Summer)
- Locations of other services as indicated on the City of Oshawa's Composite Utility Plan to at least the center line of the roadway.
- Survey plan and site plan indicating the proposed location of the *electrical service* with respect to public rights-of-way and lot lines.
- Information as specified in OPUCN Distribution Specifications.

## 4. Civil Infrastructure and Underground Service Requirements

See OPUCN Distribution Specifications, which are available upon request from OPUCN.

When effecting changes, the *Customer* shall maintain sufficient clearances between the *electrical service* and *buildings* and other permanent structures to meet the requirements of OPUCN Distribution Specifications.

## 5. Maintenance

OPUCN is responsible for the maintenance and repairs of *connection assets* to the *ownership demarcation point*, **but not** the *electrical room* or any other civil structure that forms part, or is part of the *Customer's building*.

## 6. Refurbishment

OPUCN will undertake the necessary programs to maintain and enhance its *distribution system* at its expense. In the event that the *electrical service* to a *Customer* needs to be restored as a result of these construction or maintenance activities by OPUCN, they will be restored to an equivalent condition.

In addition, OPUCN may carry out the necessary construction and *enhancement* work to maintain existing *distribution services* by providing standard overhead or underground temporary *connection assets* to *Customers* effected by OPUCN's construction activities. If a *Customer* requests special construction beyond the normal OPUCN standard in accordance with the program, the *Customer* shall pay the additional cost, including engineering and administration fees.

Refer to Appendices B and C for demarcation points, charges, and connection fees for General Service.

## 7. Electrical Requirements

*Electrical services* with a main switch size of 1600A or less are serviced from the 13.8KV system.

Where OPUCN's *distribution system*, or the size of the *Customer's electrical service* warrants, the *Customer*, or the *person* who owns the *building*, will be required to provide facilities and an *electrical room*, vault room, or pad, on its *private property* and an easement as required (i.e. on the premises to be served), acceptable to OPUCN, to house the necessary transformer(s) and/or switching equipment. OPUCN will provide planning details upon application for service.

OPUCN will supply, install and maintain the transformation equipment in a vault room, or on a pad.

The *person* who owns the *building* shall identify each *Customer's* metered service by address and/or unit number in a permanent and legible manner. The identification shall apply to all main switches, breakers and to all meter cabinets or meter

mounting devices that are not immediately adjacent to the switch or breaker. The electrical room shall be visibly identified from the outside. OPUCN will install on or beside the door, at the *Customer's* expense, a lock box for the meter room door key to be provided by the *Customer*.

See OPUCN Distribution Specifications.

## 8. Electrical Room Requirements (as applicable)

See OPUCN Distribution Specifications.

## 9. Technical Consideration

See OPUCN Distribution Specifications.

## 10. Temporary Services

*Temporary services* may be supplied overhead or underground, at OPUCN's discretion. The *Customer* will be responsible for all associated costs for **the installation and removal** of *connection assets* required for a *temporary service* to OPUCN's *distribution system*. Payment of those costs must be made in advance.

Subject to the requirements of OPUCN, a *connection* will be made after receipt of a 'Connection Authorization' from the *Electrical Safety Authority*, a signed *Distribution Services Agreement*, and a deposit from the *Customer*.

See OPUCN Distribution Specifications.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 340 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> January 17, 2003
<b>General Service 501kW to 5000 kW</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

This section pertains specifically to *General Service Customers* with a *demand* of 501kW to 5000kW. Oshawa PUC Networks Inc.'s (OPUCN) specific *Conditions of Service* for this class of *Customer*, which are not covered under any other section, are specified in this section. All new *connection assets* from OPUCN's *distribution system* to OPUCN's *ownership demarcation point* shall be installed by OPUCN, or a qualified contractor, as per the requirements of the *Distribution System Code* Chapter 3 and OPUCNCOS 210-00, Connections. Details of the *connection* work to be performed, OPUCN costs, and the work subject to an alternative bid by a qualified contractor, shall be specified in OPUCN's Offer to Connect.

## 2. Definition

See OPUCNCOS – 300 – 00, Classification Based On Service Size.

## 3. Site Information

OPUCN requires the following information from the *Customer* in advance of making a formal Offer to Connect. OPUCN is obliged to provide an Offer to Connect within 60 calendar days of receiving the following information from the *Customer*.

- Required *connection date*
- Proposed *electrical service's* rated capacity (amperes) and voltage ratings and *meter installation* requirements
- Proposed *demand* details in kW (Winter and Summer)
- Locations of other services as indicated on the City of Oshawa's Composite Utility Plan to at least the center line of the roadway.
- Survey plan and site plan indicating the proposed location of the *electrical service* with respect to public rights-of-way and lot lines.
- Information as specified in OPUCN Distribution Specifications.

## 4. Civil Infrastructure and Underground Service Requirements

See OPUCN Distribution Specifications, which are available upon request from OPUCN.

When effecting changes, the *Customer* shall maintain sufficient clearances between the *electrical service* and *buildings* and other permanent structures to meet the requirements of OPUCN Distribution Specifications.

## 5. Maintenance

OPUCN is responsible for the maintenance and repairs to the *ownership demarcation point*, **but not** the *electrical room* or any other civil structure that forms part, or is part of the *Customer's building*.

## 6. Electrical Requirements

### 6.1 Serviced From 13.8 KV System

*Electrical services* with a main switch size of 1600A or less are serviced from the 13.8KV system.

Where OPUCN's *distribution system*, or the size of the *Customer's electrical service* warrants, the *Customer*, or the *person* who owns the *building*, will be required to provide facilities and an *electrical room*, vault room, or pad, on its *private property* and an easement as required (i.e. on the premises to be served), acceptable to OPUCN, to house the necessary transformer(s) and/or switching equipment. OPUCN will provide planning details upon application for service.

OPUCN will supply, install and maintain the transformation equipment in a vault room, or on a pad.

The *person* who owns the *building* shall identify each *Customer's* metered service by address and/or unit number in a permanent and legible manner. The identification shall apply to all main switches, breakers and to all meter cabinets or meter mounting devices that are not immediately adjacent to the switch or breaker. The electrical room shall be visibly identified from the outside. OPUCN will install on or beside the door, at the *Customer's* expense, a lock box for the meter room door key to be provided by the *Customer*.

See OPUCN Distribution Specifications, which are available upon request from OPUCN.

### 6.2 Serviced From 44 KV System

*Electrical services* with a main switch size greater than 1600A shall be serviced from the 44 KV system and require a *Customer-owned substation*.

Where OPUCN's *distribution system*, or the size of the *Customer's electrical service* warrants, the *Customer*, or the *person* who owns the *building*, will be

required to provide facilities and an *electrical room*, vault room, or pad, on its *private property* and an easement as required (i.e. on the premises to be served), acceptable to OPUCN, to house the necessary transformer(s) and/or switching equipment. OPUCN will provide planning details upon application for service.

Where a primary service is provided to a *Customer-owned substation*, the *Customer* shall install and maintain such equipment in accordance with all applicable laws, codes, regulations, and OPUCN's requirements for high voltage installations. OPUCN will provide planning details upon application for service.

*Customer-owned substations* are a collection of transformers and switchgear located in a suitable room or enclosure owned and maintained by the *Customer*, and supplied by a primary voltage of 44kV.

The *person* who owns the *building* shall identify each *Customer's* metered service by address and/or unit number in a permanent and legible manner. The identification shall apply to all main switches, breakers and to all meter cabinets or meter mounting devices that are not immediately adjacent to the switch or breaker. The electrical room shall be visibly identified from the outside. OPUCN will install on or beside the door, at the *Customer's* expense, a lock box for the meter room door key to be provided by the *Customer*.

All high voltage *distribution services* are 44kV, three-phase, three wire.

OPUCN will provide *Customer* interface details and requirements for high voltage supplies.

It is recommended that a *Customer* transformer installation has terminal pole specifications and voltage taps in their primary windings as shown in OPUCN Distribution Specifications.

*Customer-owned substations* must be inspected by both the *Electrical Safety Authority* and OPUCN. The owner will provide a pre-service inspection report to OPUCN. A contractor acceptable to OPUCN will prepare the certified report to OPUCN.

To facilitate and encourage the maintenance of this equipment, OPUCN will provide one power interruption annually, at no charge, in lieu of, or coincident to, interruptions arranged for the installation, maintenance, and testing of vault room fire alarm detectors. This no-charge service would be scheduled during OPUCN's normal business hours, Monday to Friday, and are not necessarily guaranteed. OPUCN will charge *Customers* for power interruptions arranged at times other than outlined above.

See OPUCN Distribution Specifications.



## 7. Electrical Room Requirements

See OPUCN Distribution Specifications.

## 8. Technical Considerations

See OPUCN Distribution Specifications.

## 9. Temporary Services

*Temporary services* may be supplied overhead or underground, at OPUCN's discretion. The *Customer* will be responsible for all associated costs for **the installation and removal** of *connection assets* required for a *temporary service* to OPUCN's *distribution system*. Payment of those costs must be made in advance.

Subject to the requirements of OPUCN, a *connection* will be made after receipt of a 'Connection Authorization' from the *Electrical Safety Authority*, a signed *Distribution Services Agreement*, and a deposit from the *Customer*.

See OPUCN Distribution Specifications.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 350 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> January 17, 2003
<b>Embedded Generation</b>	<b>Review Date:</b> November, 2003 March 2007

## 1. Preamble

This section pertains specifically to *embedded generators* in Oshawa PUC Networks Inc.'s (OPUCN) *service area*. This section outlines items which are not covered under any other section.

## 2. Embedded Generation Connection

As per the requirements of the *Distribution System Code* Section 6, OPUCN shall make every reasonable effort to respond promptly to a request for an *embedded generation connection*. OPUCN shall respond to a written request within 30 calendar days of receipt of the written request. OPUCN will make an Offer to Connect within 90 calendar days of receipt of the written request, unless other necessary information is required before the offer can be made.

All *embedded generators* shall execute a *Connection Agreement* and *Settlement Agreement*, and, if required, an *MSP Agreement* with OPUCN. *Embedded generators* connected to OPUCN's *distribution system* prior to the date of these *Conditions of Service* shall, subject to any agreement between the *embedded generator* and OPUCN otherwise, execute a *Connection Agreement* with OPUCN.

In accordance with OPUCNCOS-210-07 and OPUCNCOS-220-01, of these *Conditions of Service*, OPUCN shall not *connect* any *embedded generator* that does not execute a *Connection Agreement* and *Settlement Agreement*, and, if required, an *MSP Agreement*.

The *Connection Agreement* will be maintained by OPUCN.

OPUCN shall not allow *embedded generator connections* directly to the *distribution system* in a manner that may adversely impact power quality, reliability, or the safety of *Customers* or OPUCN's personnel.

When technical alternatives to *connecting* to OPUCN's *distribution system* do not exist and the *connection* of a *generation facility* will not impact the safety of the *Customers* or OPUCN's personnel, or the reliability of the *distribution system*,

OPUCN may at its sole discretion consider the connection of the *generation facility*. The *embedded generator* shall be responsible for all costs associated with OPUCN performing studies and developing plans for risk mitigation that are to the satisfaction of OPUCN.

### 3. General Technical Information Requirements

All *embedded generators* shall provide OPUCN with the following documentation to ensure that the *distribution system* is adequately protected from potential damage or increased operating costs resulting from the *connection* of the *embedded generator*:

- (a) electrical submissions signed and stamped by a licensed professional engineer; detailed single line and three line diagrams showing all electrical devices associated with the *generation facility* such as generators, isolating devices, breakers, protection relays, inverter systems, instrument transformers, lightning arrestors, fuses and metering;
- (b) evidence of approval of the *Electrical Safety Authority* for all the *embedded generator's* owned electrical facilities;
- (c) a copy of the report of the most recent re-verification of protections signed and stamped by a licensed professional engineer; and
- (d) any other documentation reasonably related to OPUCN's obligations.

All documentation and studies outlined above will be analyzed and approved by OPUCN, and these costs shall be borne by the *embedded generator*.

*Embedded generators* connected to the *distribution system* prior to the date of these *Conditions of Service* shall submit the above-referenced technical information to OPUCN.

### 4. Interface Protection and Isolating Devices

The *embedded generator* shall supply, install, own, and maintain an interface protection that minimizes the frequency and severity of disturbances on the *distribution system* and the impact on other *Customers*. The *generation facilities* must also meet the technical requirements as identified in the *Connection Agreement*. The interface protection shall be capable of automatically isolating the *generator* from the *distribution system* in the following situations:

- (a) internal faults within the *generation facility*;
- (b) external faults in the *distribution system*; and
- (c) abnormal system conditions, including, but not limited to open phase and islanding, over/under voltage and over/under frequency.

The *embedded generator* shall supply, install, own, and maintain a disconnecting device at the connection point with the *distribution system* for the purpose of

isolating the *generation facility* in case of *emergency* and for work protection. The disconnecting device shall:

- (a) be located at or near to the *ownership demarcation point of connection* of the *generation facility* to the *distribution system*, and must be readily accessible;
- (b) provide a visible indication of the open main current-carrying path that isolates the *generation facility* from the *distribution system*;
- (c) have a three-pole gang operated switch mechanism suitable for load break operations at rated load. (Subject to OPUCN's prior written approval, Single Phase *generating facilities* may use single pole switches or openers);
- (d) meet *Ontario Electrical Safety Code* requirements;
- (e) be rated for maximum fault current available at that location on the *distribution system*;
- (f) be lockable in the open position;
- (g) be suitable for safe operation under the conditions of use; and
- (h) have an interlock, which will prevent back-feed in the event of an outage on the *distribution system*.

These devices must be operated at least once a year, unless specified otherwise in the *Connection Agreement*, and the verification report of the operation of the devices shall be retained by the *embedded generator* and shall be provided to OPUCN upon request.

## 5. Metering for Embedded Generation Facilities

The *meter installation* shall be installed at the *ownership demarcation point* of the *generation facility* to the *distribution system*. At OPUCN's discretion, secondary metering will be installed and applicable loss factors will be applied to the generation output in accordance with the loss factors applied for retail settlements and billing.

OPUCN shall install, at the *embedded generator's* cost, a four quadrant interval meter in accordance with the *Distribution System Code* and in compliance with OPUCN's standard metering requirements.

*Generator(s)* over 1MW or *wholesale market participants* shall install an *IESO* approved *meter installation*, and it shall be maintained by an *IESO* registered *meter service provider* approved by OPUCN. All costs associated with an *IESO meter installation* shall be borne by the *embedded generator*.

An *embedded generator* that may, at any time, deliver *energy* to the *wholesale market* shall be responsible for the ownership, installation and maintenance (using a registered *meter service provider*), of an approved *IESO meter installation*.

*Embedded generation facilities* that receive *energy* e.g. for station use or back-up supply, shall be placed in the appropriate *rate* class and billed for the *energy* consumed.

## 6. Transformers

Any transformation equipment required to convert the *embedded generation facility's* output voltage to the primary voltage of OPUCN's *distribution system* shall be supplied, installed, owned and maintained by the *embedded generator*.

For *Customers connected* to the *distribution system* that wish to install an *embedded generation facility* with a total installed generation capacity of less than 10 kW, OPUCN may, at its sole discretion, permit the *embedded generation facility* to be *connected* through OPUCN's existing transformer. In such cases, the *embedded generator* shall be responsible for any and all damage to the OPUCN *distribution system* caused by the operation of the *embedded generation facility*.

## 7. Maintenance Schedules

The *embedded generator* must implement and adhere to a regular scheduled maintenance plan to assure both OPUCN and the *embedded generator* that the connection devices, protection and control systems are maintained in good working order. The provisions of said maintenance plan are to be listed in the *Connection Agreement*.

OPUCN, in its sole discretion, may request to witness the re-verification of any protections that could adversely impact the *distribution system*. The *embedded generator* shall pay for the re-verification and provide OPUCN a copy of the report giving the results of the re-verification of the protections.

## 8. Reporting Requirements

All *embedded generators* over 100kW shall report any significant event to OPUCN within 5 business days. The *Connection Agreement* may include a list of events deemed significant and provide a standard report format.

The *embedded generator* shall keep a written log of the operation of its protections that result in the tripping of its interrupting devices. On request, the *embedded generator* must provide a copy of the log to OPUCN. The log shall contain, at a minimum, the following information:

- (a) date and time of event/operation of protections;
- (b) which relay or protection feature of the relay initiated the trip;
- (c) conditions and unit output at the time of the trip that may be related to the operation (e.g. Lightning, outage of feeder etc.)

## 9. Capital Contribution

When OPUCN is required to perform an *expansion* or *enhancement* to the *distribution system* to *connect* an *embedded generation facility* (an “Expansion”), OPUCN will perform an economic evaluation to determine the *embedded generator’s* capital contribution for the equipment, labour and ongoing maintenance costs of the Expansion (the “Expansion Costs”). OPUCN will use the Discounted Cash Flow Model and assume that future revenue will be zero. See also OPUCNCOS-210-00.

## 10. Compliance

All equipment of *embedded generators* must meet OPUCN requirements and that of the *Electrical Safety Authority*.

OPUCN may require that the equipment deemed non-compliant be brought into actual compliance at the *embedded generator’s* expense with OPUCN’s performance requirements within a timeframe established by OPUCN. This applies at OPUCN’s sole discretion, where there is:

- (a) a material deterioration of the *distribution system* reliability resulting from the performance of the *embedded generator’s* equipment; or
- (b) a material negative impacts on the power quality of an existing or a new *Customer* resulting from the performance of the equipment at the *embedded generation facility*; or
- (c) a material increase in generating capacity at the site where the equipment deemed compliant is located.

## 11. Disconnection of Embedded Generation Facility

If the *embedded generator* is not in compliance in accordance with Section 10 above, or the conditions required in the *Connection Agreement*, it may be subject to *disconnection*.

## 12. Net Metering for an Embedded Generation Facility

As a way to encourage conservation, OPUCN has established a Net Metering Policy for eligible customers wishing to participate in the Net Metering program. Eligible customers with specific generation facilities may reduce their net energy costs by exporting surplus generated energy back on to the utility distribution system for credit against the energy the customer consumes from the distribution system. Participation in the Net Metering Program is available to all OPUCN customers with a generator that meet all of the following conditions:

1. The electricity is generated primarily for the customer’s own use;

2. The electricity generated is conveyed to the customer's own consumption point without reliance on the OPUCN distribution system;
3. The maximum cumulative output capacity of the generator does not exceed 500 kW;
4. The electricity is solely generated from a renewable energy source (such as wind, drop in water elevation, solar radiation, agricultural bio-mass resource, or any combination thereof).
5. Renewable energy technology must be approved by the Ministry of Energy.
6. OPUCN bill a customer for incremental metering and other costs incurred in order to connect the customer's generator facility to the distribution system

In order to participate in the Net Metering program, the customer will be required to meet all the technical requirements for Connecting Micro-Generation Facilities (10 kW or less) or Other Generation Facilities (greater than 10 kW and less than 500 kW), as applicable to the generator size, as found in Appendix F, DSC- Embedded Generation Facilities and OPUCN requirements. The customer must have a bi-directional revenue meter as specified by OPUCN that records energy flow in both directions.

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<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 360 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> January 17, 2003
<b>Embedded Market Participant</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

An embedded market participant, or *embedded wholesale Customer*, is a *Customer* who is registered as a market participant with the *IMO* and whose facility is not directly connected to the *IMO-controlled grid* but is connected to Oshawa PUC Networks Inc.'s (OPUCN) *distribution system*.

## 2. Embedded Market Participant (effective as of Open Access)

All *embedded wholesale Customers* within the *service area* of OPUCN, once approved by the *IMO*, are required to inform OPUCN of their approved status, in writing.

An embedded wholesale customer will be required to enter into a *Connection Agreement* and a *Settlement Agreement* with OPUCN. Until such time as the embedded wholesale customer executes such a *Connection Agreement* and *Settlement Agreement* with OPUCN, the embedded wholesale customer shall be deemed to have accepted and agreed to be bound by the *Conditions of Service* and the terms of any operating schedule delivered to it from time to time by OPUCN.

An *embedded wholesale Customer* will be responsible for the ownership, installation and maintenance of the *meter installation* and contracting the services of a *meter service provider*. Responsibility for an existing *meter installation* will transfer from OPUCN to the *embedded wholesale Customer* on the meter seal expiry date and any stranded asset or transfer costs may apply.



<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 370 – 01
<b>Conditions of Service</b>	<b>Issue Date:</b> January 17, 2003
<b>Embedded Distributor</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

An *embedded distributor* is a *distributor* who is not a *wholesale market participant* and that is provided electricity by Oshawa PUC Networks Inc. (OPUCN).

## 2. Embedded Distributor (effective as of Open Access)

All *embedded distributors* within the area of OPUCN, once approved by the IMO, are required to inform OPUCN of their status in writing 30 days prior to the supply of energy from OPUCN.

The terms and conditions applicable to the *connection* of an *embedded distributor* shall be included in a *Connection Agreement* and *Settlement Agreement* with OPUCN.

An *embedded distributor* shall enter into a *Connection Agreement* in a form acceptable to OPUCN. Until such time as an *embedded distributor* executes such *Connection Agreement* with OPUCN, the *embedded distributor* shall be deemed to have accepted and agreed to be bound by all of the terms in the *Conditions of Service* that apply to such *embedded distributor*.

## 3. Long Term Load Transfer

It is OPUCN's intention to transfer, or *connect*, all existing long term *load transfer Customers* from or to its *distribution system* within 5 years of the *Distribution System Code* coming into full force. No new long term *load transfer Customers* will be *connected* to OPUCN's *distribution system*. However, OPUCN will consider short term *load transfer connections* provided that the requesting *distributor* (as that term is defined in the *Electricity Act*) or the *Customer* enters into an agreement, on terms satisfactory to OPUCN prior to the *connection*.

Oshawa PUC Networks Inc.	Number: OPUCNCOS – 380 – 01
Conditions of Service	Issue Date: January 17, 2003
Unmetered Connections	Review Date: November, 2003

## 1. Preamble

Unmetered *connections* are *unmetered loads* that do not have a *meter installation* directly *connected* to the *Customer's electrical service*. The *energy* usage is estimated.

## 2. Unmetered Connections

There are instances where *connections* can be provided without a *meter installation*. These loads are generally small in size and consistent in magnitude of *demand*. Oshawa PUC Networks Inc. (OPUCN) reserves the right to review all cases and may request a *meter installation* be installed, at its sole discretion.

All *unmetered loads* fall under the *general service* or *municipal street lighting service*.

The *Customer* shall provide the necessary nameplate data technical information so that OPUCN may calculate usage or *demand*.

*Unmetered loads* may include the following:

### Street Lighting

The *energy* consumption for *municipal street lighting service* is estimated based on OPUCN's profile for street lighting, which provides the amount of time each month that the street lights are operating. The *energy* charge is based on installed *demand*.

OPUCN must approve the location of new street lighting installations on its line poles and the street light owner must enter into a *Connection Agreement* to use such poles. Subject to *ESA* approval, OPUCN will make the *electrical service connection* of all street lights to the *distribution system*. The *electrical service connection* costs and *ESA* costs shall be borne by the street light owner.

### **Seasonal Decorational Lighting and Any Associated Receptacles**

Charges for part time, or decorative, seasonal lighting shall include an *energy* charge calculated at dollars/kWh/month. Minimum billing will be for one month (Dollars per kWh x # of fixtures x billing).

### **Sentinel Lighting**

The *energy* consumption for *sentinel lighting service* is estimated based on OPUCN's profile for sentinel lighting *demand*, which provides the amount of time each month that the sentinel lights are operating. The *energy* charge is based on installed *demand*. OPUCN is in the process of discontinuing this class of lighting and will *disconnect sentinel lighting service* upon the *Customer's* request. The *Customer* requiring new *sentinel lighting service* must make sure that it is connected to the load side of their *meter installation*.

Redesign and inspection services are at the expense of the *Customer*. The *Customer* is responsible for maintaining and repairing its equipment and/or facilities.

### **Rate Schedule**

Reference should be made to the Rate Schedule found at Appendix O of these *Conditions of Service*.

----- End of Document -----

<b>Oshawa PUC Networks</b>	<b>Number:</b> OPUCNCOS – 400 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> March 28, 2003
<b>Glossary of Terms</b>	<b>Review Date:</b> November, 2003

## 1. Preamble

These Oshawa PUC Networks Inc. (OPUCN) *Conditions of Service* documents contain a variety of terms that may need to be defined in the context of this document. This Section defines those terms.

## 2. Source for definitions:

A	Electricity Act, 1998, Schedule A, Section 2, Definitions
MR	Market Rules for the Independent Electricity Market Operator ( <i>IMO</i> ), Chapter 11, Definitions
TDL	Transitional Distribution License, Part I, Definitions
TTL	Transitional Transmission License, Part I, Definitions
DSC	Distribution System Code Definitions
SSS	Standard Supply Service Code Definitions
ARC	Affiliate Relationship code Definitions
RSC	Retail Settlement Code Definitions
<i>OEB</i>	Ontario Energy Board Act, 1998

After each of the defined terms listed below, the Act, Rule, or Code where the term is also defined is listed. Where the definition in the Act, Rule or Code is different from the one in this Glossary, the word “modified” follows. Any differences are minor in nature, and do not present an ambiguity. The definitions contained in these *Conditions of Service* will prevail, if there is a conflict with any other document.

## 3. Defined Terms

“*Affiliate Relationships Code*” means the code, approved by the *OEB* and in effect at the relevant time, which among other things, establishes the standards and conditions for the interaction between electricity *distributors* or *transmitters* and their respective affiliated companies; (TDL, DSC, RSC);

“*ancillary services*” means services necessary to maintain the reliability of the *IMO-controlled grid*, including frequency control, voltage control, reactive power and operating reserve services (MR modified, TDL, DSC, RSC, *OEB*, A);

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*“building”* means a *building*, portion of a *building*, structure or facility; (RSC)

*“Canadian Standards Association”* or *“CSA”* means the not-for-profit membership-based association serving business, industry, government and consumers in Canada and the global marketplace, who’s head office is in Mississauga, Ontario.

*“Conditions of Service”* means the document developed by a *distributor* in accordance with subsection 2.4 of the *DSC* that describes the operating practices and *connection* rules for the *distributor*; (DSC)

*“connection”* or *“connect”* means the process of installing and activating *connection assets* in order to *distribute* electricity to a *Customer*; (DSC)

*“Connection Agreement”* means the written agreement entered into between OPUCN and a *distributor* or *embedded generator* connected to OPUCN’s *distribution system* that delineates the conditions of the *connection* and delivery of *energy* to or from that *connection*;

*“Connection Agreement Offer To Connect”* means the written agreement entered into between OPUCN and a *Customer* or *developer* who wants to be connected to OPUCN’s *distribution system* that delineates the conditions and costs of the *connection*;

*“connection assets”* means that portion of the *distribution system* used to *connect* a *Customer* to the existing main *distribution system*, and consists of the assets between the point of *connection* on a *distributor’s* main *distribution system* and the *ownership demarcation point* with that *Customer*; (DSC)

*“Customer-owned substation”* means a facility located on *private property* owned, operated and maintained by the *Customer*. The facility will have at least one transformer with a high side voltage of either 44KV or 13.8KV, isolating switches, fuses, lightning arrestors, secondary switches, appropriate structures, fencing, and may have capacitors. The equipment will be installed and operated in accordance with the *Ontario Electrical Safety Code* published by the *ESA*.

*“Customer”* means a *Person* that has contracted for or intends to contract for *connection* of a *building*, and/or who contracts to receive *distribution services*; (DSC modified)

*“demand”* means the *rate* at which electric *energy* is delivered to or by a system or part of a system, generally expressed in kilowatts or megawatts at a given instant or averaged over any designated interval of time; (MR)

*“developer”* means a *Person* or *Persons* owning, or acting on behalf of an owner(s) of property or *building* for which new or modified *electrical services* are to be installed;

*“disconnection or disconnect”* means a deactivation of *connection assets* or *electrical service* that results in cessation of *distribution services* to a *Customer*; (DSC)

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“*distribute*”, with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less; (A, MR, TDL, DSC, RSC, SSS, OEB)

“*distribution loss factor*” means a factor or factors by which metered loads must be multiplied such that when summed equal the total measured load at the supply point(s) to the *distribution system*; (DSC, RSC)

“*distribution services*” means services related to the distribution of electricity and the services the OEB has required *distributors* to carry out, for which a charge or *rate* has been approved by the OEB, under section 78 of the *Ontario Energy Board Act*; (RSC, DSC, TDL modified)

“*Distribution Services Agreement*” means an agreement entered into between a *distributor* and a *person* connected to its *distribution system* that delineates the conditions of the *connection* and delivery of electricity to that *connection*; (DSC)

“*distribution system*” means a system for distributing electricity, and includes any structures, equipment or other things used for that purpose. A *distribution system* is comprised of the main system capable of distributing electricity to many *Customers* and the *connection assets* used to connect a *Customer* to the main *distribution system*; (A, MR, TDL, DSC, OEB, SSS modified, RSC, ARC modified)

“*Distribution System Code*” or “*DSC*” means the code, approved by the OEB, and in effect at the relevant time, which, among other things, establishes the obligations of a *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*; (DSC)

“*distributor*” means a *Person* who owns or operates a *distribution system*; (A, MR, TDL, DSC, OEB, SSS modified, RSC, ARC)

“*Electricity Act*” means the *Electricity Act*, 1998, S.O. 1998, c.15, Schedule A; (MR, TDL, DSC, RSC, SSS modified)

“*electrical room*” means an isolated room or enclosure, with outside access, built to applicable codes to house associated electrical equipment such as *meter installation* equipment, *Customer’s electrical service*, transformer, etc.;

“*Electrical Safety Authority*” or “*ESA*” means the *Person* or body designated under the *Electricity Act* and its regulations as the *Electrical Safety Authority*; (A, DSC)

“*electrical service*” means the *Customer’s* conductors and equipment for delivery of *distribution services* from OPUCN;

“*Electricity and Gas Inspection Act*” means the *Electricity and Gas Inspection Act*, 1980-81-82-83, c 87;

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*“embedded distributor”* means a *distributor* who is not a *wholesale market participant* and that is provided electricity by a *host distributor*; (RSC, DSC)

*“embedded generator”* or *“embedded generation facility”* means a *generator* whose *generation facility* is not directly connected to the *IMO-controlled grid* but instead is connected to a *distribution system*; (DSC, MR modified)

*“embedded retail generator”* means an *embedded generator* that settles through a *distributor’s retail* settlements system and is not a *wholesale market participant*; (DSC, RSC modified)

*“embedded wholesale Customer”* means a *Customer* who is a *wholesale market participant* whose facility is not directly connected to the *IMO-controlled grid* but is connected to a *distribution system*; (DSC, RSC)

*“emergency”* means any abnormal system condition that requires remedial action to prevent or limit loss of a *distribution system* or supply of electricity that could adversely affect the reliability of the electricity system; (DSC, MR modified)

*“emergency backup”* means a *generation facility* that has a transfer switch that isolates it from a *distribution system*; (DSC)

*“energy”* means the product of *real power* multiplied by time, usually expressed in kilowatt-hours (kWh);

*“energy diversion”* means the unaccounted for use of *distribution services* that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off load(s) before revenue metering or meter tampering;

*“enhancement”* means a modification to an existing *distribution system* that is made for purposes of improving system operating characteristics such as reliability or power quality or for relieving system capacity constraints resulting, for example, from general load growth; (DSC)

*“expansion”* means an addition to a *distribution system* in response to a request for additional *Customer connections* that otherwise could not be made; for example, by increasing the length of the *distribution system*; (DSC)

*“Expansion Agreement Offer To Connect”* means the written agreement entered into between OPUCN and a *Customer* or *developer* who wants to be connected to OPUCN’s *distribution system* that delineates the conditions and costs of the *expansion* and *connection*;

*“extreme operating conditions”* means *extreme operating conditions* as defined in the *Canadian Standards Association Standard CAN3-C235-83* (latest edition);

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*“four-quadrant interval meter”* means an *interval meter* that records power injected into a *distribution system* and the amount of electricity consumed by the *Customer*; (DSC)

*“general service”* means any service supplied to premises other than those designated as *residential service*, *municipal street lighting service*, or *sentinel lighting service*. This includes multi-unit residential establishments such as apartment buildings metered through one service;

*“generate”*, with respect to electricity, means to produce electricity or provide *ancillary services*, other than *ancillary services* provided by a *transmitter* or *distributor* through the operation of a *transmission system* or *distribution system*; (A, TDL, DSC, OEB, RSC)

*“generation facility”* means a facility for generating electricity or providing *ancillary services*, other than *ancillary services* provided by a *transmitter* or *distributor* through the operation of a *transmission* or *distribution system*, and includes any structures, equipment or other things used for that purpose; (A, MR, TDL, DSC, RSC, OEB)

*“generator”* means a *Person* who owns or operates a *generation facility*; (A, MR, TDL, DSC, OEB, RSC)

*“good utility practice”* means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgement in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. *Good utility practice* is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America; (MR, DSC)

*“host distributor”* means the registered *wholesale market participant distributor* who provides electricity to an *embedded distributor*; (RSC, DSC modified)

*“IEEE”* means Institute of Electrical and Electronics Engineers;

*“IMO”* means the Independent Electricity Market Operator established under the *Electricity Act*; (A, TDL, DSC, OEB, MR, RSC, SSS)

*“IMO-controlled grid”* means the *transmission systems* with respect to which, pursuant to agreements, the *IMO* has authority to direct operation; (A, TDL, DSC, MR, OEB, RSC)

*“interval meter”* means a meter that measures and records electricity use on an hourly or sub-hourly basis; (RSC, DSC)



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“*load transfer*” means a network supply point of one *distributor* that is supplied through the distribution network of another *distributor* and where this supply point is not considered a wholesale supply or bulk sale point; (DSC, RSC modified)

“*load transfer Customer*” means a *Customer* that is provided *distribution services* through a *load transfer*; (DSC)

“*Market Rules*” means the rules made under section 32 of the *Electricity Act*; (MR, TDL, DSC, RSC, SSS, OEB, A)

“*Measurement Canada*” means the Special Operating Agency established in August 1996 by the *Electricity and Gas Inspection Act*, 1980-81-82-83, c 87, and Electricity and Gas Inspection Regulations (SOR/86-131; (DSC)

“*meter service provider*” means any entity that performs *metering services* on behalf of a *distributor*; (DSC, MR modified)

“*meter installation*” means the meter and, if so equipped, the instrument transformers, wiring, testing links, fuses, lamps, loss of potential alarms, meters data recorders, telecommunication equipment and spin-off data facilities installed to measure power past a meter point, provide remote access to the metered data and monitor the condition of the installed equipment; (RSC, DSC)

“*metering services*” means installation, testing, reading and maintenance of meters (DSC);

“*MSP Agreement*” means the written agreement between OPUCN and an *embedded generator*, which outlines the terms and conditions for providing *meter installation services*;

“*municipal street lighting service*” means all services supplied to street lighting equipment owned, controlled and/or operated by a municipal corporation;

“*normal operating conditions*” means the operating conditions comply with the standards set by the *Canadian Standards Association Standard CAN3-C235-83* (latest edition);

“*Ontario Electrical Safety Code*” means the publication put out by the *Electrical Safety Authority* which is comprised of the CSA Standard C22.1-02, Canadian Electrical Code Part I, Safety Standard, For Electrical Installations, and Ontario Amendments to the Canadian Electrical Code Part I C22.1-02;

“*Ontario Energy Board*” or “*OEB*” means the Ontario Energy Board as defined in the *Ontario Energy Board Act*; (A, TDL, DSC, ARC, RSC, SSS, OEB)

“*Ontario Energy Board Act*” means the *Ontario Energy Board Act*, 1998, S.O. 1998, c.15, Schedule B; (MR, DSC)

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*“operational demarcation point”* means the physical location at which a *distributor’s* responsibility for operational control of distribution equipment including *connection assets* ends at the *Customer* (DSC);

*“ownership demarcation point”* means the physical location at which a *distributor’s* ownership of distribution equipment including *connection assets* ends at the *Customer* (DSC);

*“Person”* includes an individual, a corporation, sole proprietorship, partnership, unincorporated organization, unincorporated association, body corporate, and any other legal entity;

*“private property”* means the property beyond the existing public street allowances;

*“rate”* means any *rate*, charge or other consideration, and includes a penalty for late payment; (TDL, DSC, RSC, ARC)

*“Rate Handbook”* means the document approved by the *OEB* that outlines the regulatory mechanisms that will be applied in the setting of *distributor rates*; (RSC, DSC, TDL modified, SSS modified);

*“real power”* means the power component required to do real work, which is measured in kiloWatts (kW);

*“residential service”* means a service which is less than 50kW supplied to single-family dwelling units that is for domestic or household purposes, including seasonal occupancy.

*“retail”*, with respect to electricity means,

- a) to sell or offer to sell electricity to a *Customer*
- b) to act as agent or broker for a *retailer* with respect to the sale or offering for sale of electricity, or
- c) to act or offer to act as an agent or broker for a *Customer* with respect to the sale of offering for sale of electricity;  
(A, MR, TDL, DSC, *OEB*, SSS)

*“Retail Settlement Code”* or *“RSC”* means the code approved by the *OEB* and in effect at the relevant time, which, among other things, establishes a *distributor’s* obligations and responsibilities associated with financial settlement among *retailers* and *Customers* and provides for tracking and facilitating *Customers* transfers among competitive *retailers*; (TDL, DSC, RSC)

*“retailer”* means a *Person* who *retails* electricity; (A, MR, TDL, DSC, SSS modified, RSC, *OEB*)

*“sentinel lighting service”* means all services supplied to sentinel lighting equipment owned, controlled, and/or operated by OPUCN;

“*Service Agreement*” means the agreement that sets out the relationship between a licensed *retailer* and a *distributor*, in accordance with the provisions of Chapter 12 of the *Retail Settlement Code*; (RSC)

“*service area*” with respect to a *distributor*, means the area in which the *distributor* is authorized by its license to *distribute* electricity; (A, TDL, DSC, RSC)

“*Settlement Agreement*” means the written agreement between OPUCN and an *embedded distributor*, *embedded wholesale Customer*, or *embedded generator* which outlines the terms and conditions for settling and paying for the delivery of *energy* from and/or to OPUCN;

“*Standard Supply Service*” or “SSS” means the service approved by the *OEB* and in effect at the relevant time, 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* (RSC, SSS modified);

“*Standard Supply Service Code*” means the code approved by the *OEB* and in effect at the relevant time, 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*; (TDL)

“*supply voltage*” means the voltage measured at the *Customer’s* main service entrance equipment (typically at or below 750 volts). Operating conditions are defined in the *Canadian Standards Association* Standard CAN3-C235 (latest edition);

“*temporary service*” means a *distribution service* granted temporarily, to a maximum of 12 months, for such purposes as construction, real estate sales, trailers, et cetera;

“*transformer room*” means an isolated enclosure built to applicable codes to house transformers and associated electrical equipment;

“*transmission system*” means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose; (A, MR, TDL, DSC, RSC, ARC modified, *OEB*)

“*Transmission System Code*” means the code, approved by the *OEB*, that is in force at the relevant time, which regulates the financial and information obligations of the *transmitter* with respect to its relationship with *Customers*, as well as establishing the standards for *connection* of *Customers* to, and *expansion* of a *transmission system*; (DSC)

“*transmit*”, with respect to electricity, means to convey electricity at voltages of more than 50 kilovolts; (A, TDL, DSC, *OEB*)

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*“transmitter”* means a *Person* who owns or operates a *transmission system*; (A, MR, TDL, DSC, OEB, ARC, RSC)

*“unmetered loads”* means *energy* consumption that is not metered and is billed based on estimated usage; (DSC, RSC)

*“wholesale market participant,”* means a *Person* that sells or purchases electricity or *ancillary services* through the *IMO*-administered markets; (RSC, DSC)

*“wholesale settlement cost”* means costs for both competitive and non-competitive electricity services billed to a *distributor* by the *IMO* or a *host distributor*, or provided by an *embedded retail generator* or by a neighboring *distributor*; (RSC, DSC)

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<b>Oshawa PUC Networks</b>	<b>Number:</b> OPUCNCOS – 500 – 00
<b>Conditions of Service</b>	<b>Issue Date:</b> March 28, 2003
<b>Appendices Index</b>	<b>Review Date:</b> November, 2003

<b>Appendix</b>	<b>Name</b>
A	Corporate Contacts
B	Demarcation Points and Charges for Connection Assets
C	Basic Connection and Disconnection Fees
D	Expansion Agreement Offer To Connect
E	Construction Agreement Distributor Constructed
F	Construction Agreement Developer Constructed
G	Connection Agreement Offer To Connect
H	Metering and Billing Dispute Policy
I	Distribution Services Agreement
J	Permanently Connected Emergency Back-up Information
K	Embedded Generation Agreement <ul style="list-style-type: none"> <li>• Connection</li> <li>• Settlement</li> </ul>
L	Embedded Market Participant Agreement
M	Unmetered Connection Agreement
N	Service Agreement for a Retailer
O	Schedule of Rates and Charges
P	Calculation of Deposit Requirements
Q	Planned Billing Schedule
R	Equal Payment Plan Contract Letter

----- End of Document -----

**APPENDIX A**  
**(OPUCNCOS-110-00, OPUCNCOS-150-00, OPUCNCOS 230-02)**

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – A
<b>Conditions of Service</b>	<b>Issue Date:</b> October 2, 2002
<b>Corporate Contacts</b>	<b>Review Date:</b> November, 2003 <u>May, 2009</u>

**1. Company Address and Officers**

The corporate head office of Oshawa PUC Networks Inc. is located at 100 Simcoe Street South, Oshawa ON L1H 7M7. The telephone number is (905) 723-4623, the fax number is (905) 723-7947, and the e-mail address is [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca). The website address is [www.opuc.on.ca](http://www.opuc.on.ca).

The President and Chief Executive Officer is Mr. ~~Jeff Rosenthal~~[Atul Mahajan](#).

The ~~Chief Financial Officer Is Mr. Atul Mahajan~~[Vice President, Finance & Regulatory Compliance is Mr. Phil Martin](#).

The ~~Chief Operating Officer~~[Vice President, Engineering & Operations](#) is Mr. Mark Turney.

The office is open Monday to Friday, except statutory holidays, from 8:30am to 4:30pm.

The twenty-four hour a day, seven day a week, emergency outage telephone number is (905) 723-4623.

**APPENDIX B**  
**Demarcation Points & Charges for Connection Assets**  
**(OPUCNCOS – 210 – 01, OPUCNCOS – 210 – 02, OPUCNCOS-310-01,**  
**OPUCNCOS-320-01, OPUCNCOS-330-01)**

**Residential – Single Service**

Service Type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Overhead (Not requiring transformation facilities on customer's property)	Top of <i>Customer's</i> service mast.	Equivalent credit for up to 30m O/H service line from OPUCN's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN
Underground (Not requiring transformation facilities on customer's property)	Line side of individual <i>residential service</i> meter base.	Equivalent credit for up to 30m O/H service line from OPUCN's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN
Underground or overhead (Requiring transformation facilities on customer's property)	Dead-end insulator, including connection lead wire, on <i>Customer</i> pole located within 10 metres of property line.	Equivalent credit for up to 30m O/H service line from OPUCN's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN

**Residential – Site Plan Development**

Service Type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Underground Secondary Service from transformer to meter base.	Line side of individual unit/dwelling meter bases.	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN
Underground expansion of <i>distribution system</i> .	Line side of individual unit/dwelling meter bases.	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN

## Residential – Subdivision Agreement

Service Type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Underground Secondary Service from transformer to meter base.	Line side of individual <i>residential service</i> meter bases.	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN
Underground <i>expansion</i> of <i>distribution system</i> .	Line side of individual <i>residential service</i> meter bases.	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN

## General Service Up to 50 kW – Single Service

Service Type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Overhead	Top of <i>Customer's</i> service mast	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN
Underground	Secondary bushings of padmount transformer	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN

## General Service 51 kW to 500 kW – Site Plan Development

Service Type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Underground	Secondary bushings of padmount transformer  OR secondary bus stubb in transformer vault room	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN. Changes to existing OPUCN plant required to service customer.



### General Service 501 kW to 5000 kW – Site Plan Development

Service Type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Underground 13.8kv when main switch size of 1600A or less  OR Overhead 44kv when main switch size is greater than 1600A	Secondary bushings of padmount transformer  OR Line side of <i>Customer's</i> 44kV substation terminal pole	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN. Changes to existing OPUCN plant required to service customer.

### General Service Subdivision

Service Type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Underground 13.8kv <i>expansion of distribution system</i>  OR Overhead 44kv <i>expansion of distribution system</i>	Secondary bushings of padmount transformer  OR Line side of <i>Customer's</i> 44kV substation terminal pole.	None	See Appendix C	N/A	Additional or redesign due to changes in initial proposal and associated re-engineering and re-inspections by OPUCN. Additional 44kV or 13.8kV circuits.

### Streetlighting

Service Type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Overhead Single Service	Tap connection at base of luminaire mounting arm or bracket	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN
Underground Single Service	Tap connection in streetlight pole hand-hole.	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN

**APPENDIX C**  
**Basic Connection and Disconnection Fees**  
**(OPUCNCOS – 210 – 01, OPUCNCOS – 210 – 02, OPUCNCOS-240-01, OPUCNCOS-310-01, OPUCNCOS-320-01, OPUCNCOS-330-01)**

**Residential – Single Service**

Service Type	Ownership Demarcation Point	Basic Connection Fee * (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (If requested by customer)
Overhead (Not requiring individual transformation facilities)	Top of <i>Customer's</i> service mast	\$550.00	Actual costs for <i>connection assets</i> and installation beyond \$550.00	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00
Underground (Not requiring transformation facilities on customer's property)	Line side of individual <i>residential service</i> meter base.	\$550.00	Actual costs for <i>connection assets</i> and installation beyond \$550.00	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00
Underground or overhead (Requiring transformation facilities on customer's property)	Dead-end insulator, including connection lead wire, on <i>Customer</i> pole located within 10 meters of property line	\$550.00	Actual costs for <i>connection assets</i> and installation beyond \$550.00	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00

- Subject to annual review

**Residential – Site Plan Development**

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (If requested by customer)
Underground Secondary Service from transformer to meter base.	Line side of individual unit/dwelling meter bases.	None	Actual costs for <i>connection assets</i> and installation.	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00
Underground <i>expansion</i> of <i>distribution system</i> .	Line side of individual unit/dwelling meter bases.	None	Actual costs for <i>connection assets</i> and installation.	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00

- Subject to annual review

## Residential – Subdivision Agreement

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (If requested by customer)
Underground Secondary Service from transformer to meter base.	Line side of individual residential service meter bases.	None	Actual costs for connection assets and installation.	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00
Underground expansion of distribution system.	Line side of individual residential service meter bases.	None	Actual costs for connection assets and installation.	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00

- Subject to annual review

## General Service Up to 50 kW – Single Service

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (If requested by customer)
Overhead	Top of Customer's service mast	None	Actual costs for connection assets and installation.	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00
Underground	Secondary bushings of padmount transformer	None	Actual costs for connection assets and installation.	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00

- Subject to annual review

## General Service 51 kW to 500 kW – Site Plan Development

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee (If requested by customer)
Underground	Secondary bushings of padmount transformer  OR secondary bus stubb in transformer vault room	None	Actual costs for connection assets and installation.	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00

- Subject to annual review

## General Service 501 kW to 5000 kW – Site Plan Development

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (If requested by customer)
Underground 13.8kv when main switch size of 1600A or less  OR  Overhead 44kv when main switch size is greater than 1600A	Secondary bushings of padmount transformer  OR  Line side of Customer's 44kV substation terminal pole	None	Actual costs for connection assets and installation.	Business hours: \$ 750.00 After hours: \$1,500.00

- Subject to annual review

## General Service Subdivision

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee (If requested by customer)
Underground 13.8kv expansion of distribution system  OR  Overhead 44kv expansion of distribution system.	Secondary bushings of padmount transformer  OR  Line side of Customer's 44kV substation terminal pole	None	Actual costs for connection assets and installation.	At meter: Business hours: \$ 50.00 After hours: \$120.00 At pole/transformer: Business hours: \$160.00 After hours: \$315.00

- Subject to annual review

## Streetlighting

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee (If requested by customer)
Overhead Single Service	Tap connection at foot of luminaire mounting arm or bracket	None	Actual costs for connection assets and installation.	Business hours: \$160.00 After hours: \$315.00
Underground Single Service	Tap connection in streetlight pole hand-hole.	None	Actual costs for connection assets and installation.	Business hours: \$160.00 After hours: \$315.00

- Subject to annual review

## APPENDIX D

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – D
<b>Conditions of Service</b>	<b>Issue Date:</b> April 7, 2003 <b>Review Date:</b> April 7, 2003
<b>Expansion Agreement – Offer to Connect</b>	

See attached document.

**Oshawa PUC Networks Inc.**

**Expansion Agreement -**

**Offer to Connect**

**OPUCNEXP2003-**

**This Expansion Agreement - Offer to Connect Dated: \_\_\_\_\_**

**Between:**

**Oshawa PUC Networks Inc.**, a corporation incorporated pursuant to the laws of the Province of Ontario, hereinafter referred to as “OPUCN”

-and-

\_\_\_\_\_, a corporation incorporated pursuant to the laws of the Province of Ontario, or any person, hereinafter referred to as the “Developer”.

**Whereas** the Developer intends to develop lands within the municipality of Oshawa, in which the Developer is the registered and beneficial owner of the lands described in Appendix “A” of this Expansion Agreement – Offer to Connect (the “Project”), and therefore requires an expansion of and connection to the electrical distribution system owned by OPUCN;

**And Whereas** OPUCN has agreed to design the expansion of its electrical distribution system in order to supply electrical power to the Project and the Developer has agreed to pay OPUCN the costs outlined by OPUCN under this agreement associated with OPUCN's work in accordance with the terms and conditions described herein;

**Now Therefore** in consideration of the mutual covenants contained herein and for other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada by each to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows;

## **OFFER TO CONNECT**

### **1. Expansion Facilities and Connection Assets**

The planning and engineering data provided by the Developer to OPUCN has been used to prepare preliminary electrical servicing plans, and a proposed description of material and labour, for the Project that meet OPUCN's connection requirements. These preliminary electrical servicing plans are described in the enclosed Appendix "B".

Lots or blocks identified as General Service within the subdivision will be connected according to OPUCN's Conditions of Service Expansions, Offer to Connect Section 210-02 Section 8 – Rebates Related to Expansion.

### **2. Required Capital Contribution**

OPUCN's economic evaluation process (as outlined in OPUCN's Conditions of Service) for the proposed electric distribution system expansion, described in the enclosed electrical servicing plans (Appendix "B"), returns a shortfall in the net present value calculation of \$xxx,xxx.xx.

The economic evaluation results are based on the total capital cost of connecting the existing distribution system to the proposed meter base or the ownership demarcation point as determined in accordance with OPUCN's Conditions of Service. The following is the breakdown of capital costs utilized in the economic evaluation estimate:

Engineering	\$ xx,xxx.xx	
Labour and Equipment	\$ xx,xxx.xx	- subject to alternative bid
Material	\$ xx,xxx.xx	- subject to alternative bid
Administration	\$ xx,xxx.xx	
TOTAL	\$xxx,xxx.xx	

As per OPUCN's Capital Contribution Policy an upstream capital improvement cost of \$xx,xxx.xx is required for this Project.

Street lighting is not considered part of OPUCN's electric distribution system and is therefore not included in the above economic evaluation process. The estimated capital contribution costs for the street lighting design, material, administration, labour and equipment is \$xx,xxx.xx for this Project.

### **3. Capital Contribution Summary**

NPV Calculation Shortfall:	\$ xx,xxx.xx	
Upstream Capital Improvement Cost:	\$ xx,xxx.xx	(required even if alternative bid process is chosen)
Street Lighting:	\$ xx,xxx.xx	
Total Capital Contribution Required From Developer:	\$ xx,xxx.xx	

#### **4. Nature of Offer**

This is an offer based on estimated costs. The offer is valid for a period of one year.

The Developer must confirm this Expansion Agreement - Offer to Connect and the conditions under which to proceed by signing two copies of the appropriate option, set out at Appendix "C". The copies of the Offer To Connect - Accept must be returned within thirty (30) calendar days from the date of this Expansion Agreement - Offer To Connect. Both copies are to be returned to OPUCN for signature. One fully executed copy will be returned to the Developer within seven (7) calendar days of receipt by OPUCN.

By accepting Option 1, the Developer is authorizing OPUCN to prepare a Construction Agreement, for both parties to sign, that outlines the terms and conditions for OPUCN to order material and begin construction of the expansion. By accepting Option 2, the Developer is authorizing OPUCN to prepare a Construction Agreement, for both parties to sign, that outlines the terms and conditions for the Developer to retain an OPUCN qualified contractor who will order material and begin construction of the expansion.

The economic evaluation above was performed using best estimates. When actual costs are known, the economic evaluation will be recalculated and revised amounts will be applied. If as a result of the recalculation the capital contribution amount changes, the Developer will be responsible for payment of the revised capital contribution amount. The original economic evaluation will be based upon one half of the total connections for the revenue requirement in the first year. If the actual number of connections exceeds the estimate, a true-up will be performed at the end of the first year and the Developer rebated. If the actual number of connections is less than the estimate, a true-up will be performed at the end of the second year. At the end of each calendar year, for a period of five (5) calendar years, the amount of actual revenue realized from the expansion in that calendar year will be entered into the calculation and the Developer refunded, without interest, the difference between the new present value and the prior present value. Reimbursement to the Developer by OPUCN, or extra charges from the Developer to OPUCN will be made accordingly. Any amounts owing or receivable due to such adjustment will be settled without interest within thirty (30) calendar days of the adjustment.

#### **5. Alternative Bids**

The Developer may obtain alternative bids and retain an OPUCN qualified contractor for all work which does not involve existing circuits related to the expansion and connection assets as shown in the enclosed electrical servicing plans (Appendix "B"). This will require the Developer to enter into a Construction Agreement Developer Constructed. The Developer will be responsible for purchasing and installing all of the material (as well as street lights), including supplying the equipment and labour, all in accordance with OPUCN Distribution Specifications. The Developer will be required to select, hire and pay the contractor's costs for the work eligible for the alternative bid and assume full responsibility for the construction of that aspect of the expansion project.

The Developer will be responsible for administering the contract.

Should the Developer choose not to obtain alternative bids, the Developer will be required to enter into a Construction Agreement Distributor Constructed.



The Construction Agreements detail the requirements and responsibilities of the Developer and OPUCN for construction of the expansion and connection assets, as well as settlement of applicable inspection, testing, and approval charges on a fee-for-service basis, capital contribution and performance guarantee amounts.

## **6. Testing**

The Developer will be responsible for the costs of applicable inspection, testing and approvals noted above as well as the cost of final connection of the expansion facilities to OPUCN's existing distribution system. OPUCN will complete or cause to be completed all final inspection and testing. The Developer will provide OPUCN with ten (10) business days notice in advance of when inspection, testing or approval is required to commence. OPUCN shall make best efforts to commence inspection and/or applicable approvals and connections after receiving notice but shall in no way be held liable for a delay in the commencement of inspection, testing or approval required.

OPUCN rates are as follows:

Engineering Approvals	\$ xx.xx per hour
Testing and Connections	\$xxx.xx per hour
Field Inspections	\$ xx.xx per hour
Administration	10% on above totals

## **7. Street lighting**

Street lighting for the proposed development shall be designed and installed in accordance with the City of Oshawa's street lighting specifications. OPUCN shall collect all financial and security requirements for street lighting from the Developer on behalf of the City of Oshawa.

## **8. Miscellaneous**

Should the Developer choose to pursue alternative bids for the expansion and retain an OPUCN qualified contractor, then the copies of OPUCN's planning, engineering and design specifications contained in OPUCN's Distribution Specifications, as referenced in Section 5 above, will be made available to the Developer on a fee basis.

An OPUCN qualified contractor is a contractor whose name is contained in the OPUCN approved contractor list, at the time the Expansion Agreement - Offer to Connect is accepted.

A complete set of OPUCN Conditions of Service is available for review at the OPUCN office at 100 Simcoe Street South, from the OPUCN website [www.opuc.on.ca](http://www.opuc.on.ca), or in hard copy on a fee basis. Further specific information is included in OPUCN's Conditions of Service section OPUCNCOS 210-02 Expansions Offer To Connect.

Schedules A – C shall be attached and shall form part of this Expansion Agreement – Offer to Connect.

## **9. Construction Agreement**

A Construction Agreement must be entered into between the Developer and OPUCN for the purposes of the electrical distribution system expansion.

If the Developer decides to have an OPUCN qualified contractor construct the expansion and connection facilities which OPUCN has determined may be the subject of an alternative bid pursuant to an alternative bid, the Construction Agreement Developer Constructed must be entered into between the Developer and OPUCN.

If the Developer decides not to have an OPUCN qualified contractor construct the expansion and connection facilities, then the Construction Agreement Distributor Connected must be entered into between the Distributor and OPUCN.

## AUTHORIZATION

**IN WITNESS WHEREOF** the Parties hereto have executed this document

•

Per: \_\_\_\_\_  
Name-  
Position-

Per: \_\_\_\_\_  
Name-  
Position-

We have authority to bind the corporation

## **OSHAWA PUC NETWORKS INC.**

Per: \_\_\_\_\_  
Name-  
Position-

Per: \_\_\_\_\_  
Name-  
Position-

We have authority to bind the corporation

## **APPENDIX “A”**

Description of Lands  
upon which the Proposed Development will take place

## **APPENDIX “B”**

Preliminary electrical servicing plans

## APPENDIX "C"

### Offer to Connect - Accept

Development

\_\_\_\_\_ (name of development)

#### **Option 1 - Distributor Constructed**

I waive my right to obtain alternative bids for the construction of the expansion and connection assets required for the Project. I agree to the Expansion Agreement - Offer To Connect and to be bound by its terms and conditions, to enter into a Construction Agreement with OPUCN, and I acknowledge that I am bound as well by Oshawa PUC Networks Inc.'s Conditions of Service in effect and as amended from time to time.

\_\_\_\_\_  
(developer name)

Per: \_\_\_\_\_  
(name, title)

Date: \_\_\_\_\_  
We have authority to bind the Corporation.

#### **Option 2 - Developer Constructed**

I will be obtaining alternative bids and retaining an OPUCN qualified contractor for the work which OPUCN has determined may be the subject of an alternative bid for the construction of the expansion and connection assets required for the Project. I agree to enter into a Construction Agreement with OPUCN and to be bound by its terms and conditions as well as those applicable sections contained in this Expansion Agreement - Offer To Connect, and I am bound by Oshawa PUC Networks Inc.'s Conditions of Service in effect and as amended from time to time.

\_\_\_\_\_  
(developer name)

Per: \_\_\_\_\_  
(name, title)

Date: \_\_\_\_\_  
We have authority to bind the Corporation.

## APPENDIX E

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – E
<b>Conditions of Service</b>	<b>Issue Date:</b> April 7, 2003 <b>Review Date:</b> April 7, 2003
<b>Construction Agreement – Distributor Constructed</b>	

See attached document.

**CONSTRUCTION AGREEMENT -  
DISTRIBUTOR CONSTRUCTED  
Residential Subdivision**

**BETWEEN**

•

**OPUCNEXP2003-**

**AND**

**OSHAWA PUC NETWORKS INC.**



**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**BETWEEN:**

**OSHAWA PUC NETWORKS INC.**

(Hereinafter referred to as the "OPUCN")

OF THE FIRST PART

- and -

•

(Hereinafter called the "Developer")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of the lands described in Schedule "A" attached to and forming part of this Agreement (the "Lands");

**AND WHEREAS** each of OPUCN and the Developer are incorporated pursuant to the laws of the Province of Ontario.

**AND WHEREAS** the Developer proposes to subdivide and develop the Lands for the purpose of selling, conveying or leasing the Lands in accordance with an approved plan of subdivision and an approved subdivision agreement with the City of Oshawa (the "Subdivision Agreement") unless otherwise specified by OPUCN, and will require electrical distribution system facilities for the Lands;

**AND WHEREAS** a copy of such approved plan of subdivision, hereinafter called the "Plan", is attached to Schedule "A" hereto and forms part of this Agreement;

**AND WHEREAS** the Developer has agreed with OPUCN to comply with their requirements with respect to the provision of Expansion Facilities and Connection Assets for the Lands proposed to be subdivided and other matters as hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Parties hereto in consideration of other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada by each to the other paid (the receipt whereof is hereby by each acknowledged), covenant and agree each with the other as follows:

## **ARTICLE 1 - INTERPRETATION**

### **1.01 Definitions**

The following words and expressions wherever used in this Agreement shall have the meaning ascribed hereto:

- (a) “Agreement” means this agreement including all schedules and amendments hereto;
- (b) “Article”, “Section”, “Subsection”, “Paragraph” means the specified Article Section, Subsection or Paragraph in the Agreement;
- (c) “Developer’s Services” means the services and installations required to be installed or constructed by the Developer pursuant to its Subdivision Agreement;
- (d) “Expansion Facilities” means the electrical distribution system services and facilities required to be installed or constructed by OPUCN as more particularly described in Schedule “C” hereto;
- (e) “Connection Assets” means that portion of the electrical distribution used to connect a customer or streetlight to the distribution system required to be installed or constructed as more particularly described in Schedule “C” hereto;
- (f) “Lot Development Plan” means the plan described in Article 5.01, which also shows municipal services, and attached hereto as Schedule “B”;
- (g) “Plan” means the most recent version of the draft plan of subdivision or the registered plan of subdivision attached hereto to Schedule “A”;
- (h) “Street Lighting” means the assets utilized to illuminate public roadways owned and maintained by the City of Oshawa.

## **ARTICLE 2 - DEVELOPER’S SERVICES, EXPANSION FACILITIES AND CONNECTION ASSETS**

### **2.01 Construction of Developer’s Services, Expansion Facilities and Connection Assets**

The Developer shall install or construct the Developer’s Services, or cause the same to be installed or constructed, in accordance with the approved Subdivision Agreement with the City of Oshawa. OPUCN shall install or construct the Expansion Facilities and Connection Assets, or cause the same to be installed or constructed, in accordance with this Agreement. The Developer

agrees to commence construction of the Developer's Services on or before • and to complete them on or before •.

### **ARTICLE 3 - EXPANSION FACILITIES AND CONNECTION ASSETS**

#### **3.01 Preliminary Plan**

Appended hereto as Schedule "C" are the preliminary planning, design, engineering and electrical specifications prepared by OPUCN for the work required to provide Expansion Facilities and Connection Assets to the Lands. These specifications have been made in accordance with OPUCN's standards for design, material and construction.

#### **3.02 Economic Evaluation**

(1) Set out in Schedule "C" is the estimate of the costs of the Expansion Facilities and Connection Assets including those costs attributable to engineering design, materials, labour, equipment and administrative activities and OPUCN's economic evaluation with respect to the Expansion Facilities and Connection Assets. The Developer acknowledges that the economic evaluation indicates that there will be a shortfall between the present value of the projected capital costs and ongoing maintenance costs for the Expansion Facilities and Connection Assets and the present value of the projected revenue derived from the Expansion Facilities and Connection Assets, and the shortfall shall require a capital contribution from the Developer.

The economic evaluation above was performed using best estimates. When actual costs are known, the economic evaluation will be recalculated and revised amounts will be applied. The Developer will be responsible for paying any revised capital contribution required as a result of using actual costs. The original economic evaluation will be based upon one half of the total connections for the revenue requirement in the first year. If the actual number of connections exceeds the estimate, a true-up will be performed at the end of the first year and the Developer rebated. If the actual number of connections is less than the estimate, a true-up will be performed at the end of the second year. At the end of each calendar year, for a period of five (5) calendar years, the amount of actual revenue realized from the expansion in that calendar year will be entered into the calculation and the Developer refunded, without interest, the difference between the new present value and the prior present value. Reimbursement to the Developer by OPUCN, or extra charges from the Developer to OPUCN will be made accordingly. Any amounts owing or receivable due to such adjustment will be settled without interest within thirty (30) calendar days of the adjustment.

(2) The economic evaluation which OPUCN shall perform under Article 3.02(1) of this Agreement shall identify the capital costs to be assumed by OPUCN in regard to the construction of the Expansion Facilities and Connection Assets. The Developer shall pay to OPUCN the Developer's capital contribution under Article 3.02(1) upon execution of this Agreement.

(3) The payment as referenced in Section 3.02(1) shall be in the form of 50% cash and 50% by way of letter of credit in a form acceptable to OPUCN. The letter of credit shall be as described in Article 3.04. As OPUCN purchases and installs Expansion Facilities and Connection Assets, OPUCN will invoice the Developer on a monthly basis. Payments are due in thirty (30) calendar days from the invoice date. If payment is not received by the due date, the letter of credit will be drawn upon.

(4) OPUCN may, in its absolute discretion, adjust the capital contribution payable by the Developer under this Article 3 if the lots comprising the Plan are not connected for service at the rate assumed in the economic evaluation prepared by OPUCN under Article 3.02(1) or if there is a material change as defined by OPUCN, in the Plan.

### **3.03 Construction of Expansion Facilities and Connection Assets**

(1) OPUCN shall not commence (ordering equipment) or the installation of the Expansion Facilities and Connection Assets until,

- (a) the Developer has paid the capital contribution described under Article 3.02 and delivered the requisite financial securities to OPUCN, and;
- (b) the Composite Utility Plan drawings have been approved by OPUCN, the City of Oshawa and any utilities which will be providing services to the Lands.

(2) OPUCN shall be entitled to a period of six (6) months, following satisfaction of the conditions under Article 3.03(1), to assemble its equipment and materials and make such purchases thereof as may be necessary in its discretion to facilitate the installation of the Expansion Facilities and Connection Assets.

(3) OPUCN shall make reasonable efforts to have the Expansion Facilities and Connection Assets installed and operating as soon as reasonably possible, but failure to have the Expansion Facilities and Connection Assets operating in time to provide power to any building or structure, or for construction purposes, shall not constitute a breach of this Agreement, and the Developer hereby releases and shall indemnify OPUCN from any and all losses, claims, liability and responsibility with respect to any matter relating to the commissioning and energization of the Expansion Facilities and Connection Assets by OPUCN or the timing thereof. In the event that the Developer requires electrical service in advance of the installation of the Expansion Facilities and Connection Assets, the Developer will bear the erection and removal costs of any temporary distribution system and services.

(4) OPUCN shall provide for service connections five (5) working days after,

- (a) receiving a written request for such service connection; and
- (b) receipt of an authorization to connect such service connection from the Electrical Safety Authority;

provided the meter base installed on the lot or block is in compliance with OPUCN's standards.

(5) The Developer shall reimburse OPUCN for its costs for additional design, engineering and installation of Expansion Facilities and Connection Assets that are incurred as a result of, but not limited to, any change in grades, electrical service locations, property or street markers, driveways, curb cuts and walkways subsequent to the initial staking and installation of the Expansion Facilities and Connection Assets. OPUCN shall also be entitled to be reimbursed for the costs of inspection, testing and approval of the additional works undertaken by it.

(6) The costs of installing the Expansion Facilities and Connection Assets are based upon construction being undertaken during the non-frost period between April 15 and October 31; the Developer shall be responsible for all additional costs incurred by OPUCN as a result of construction occurring under frost conditions.

(7) In the event the cost of installing the Expansion Facilities and Connection Assets increases prior to construction commencing, OPUCN may, in its discretion, revise the economic evaluation performed under Article 3.02(1) and require that the Developer pay any additional amounts owing. The Developer shall pay such additional amounts to OPUCN prior to the installation of the Expansion Facilities and Connection Assets.

(8) OPUCN may charge the Developer for any additional costs associated with the installation of facilities required to complete the Expansion Facilities and Connection Assets once OPUCN has commenced such installation, including, but not limited to, costs associated with mobilization, demobilization, unforeseen earth conditions, such as large rocks, cement, tree stumps, disposal of excavated contaminated waste, additional road cuts and asphaltting, supply and installation of unshrinkable fill and removal of excavated material.

(9) The Developer shall:

- (a) Deliver OPUCN's easements under Article 7 of this Agreement with final grading within plus or minus 150 mm on the boulevard as indicated by the markers of the necessary survey prepared by the Developer to the specifications of the City of Oshawa Engineering Department. All fill required to obtain the final grade levels shall be compacted to the satisfaction of OPUCN;
- (b) Provide and maintain access from the street to such easements for OPUCN's vehicles and equipment during the installation of the Expansion Facilities and Connection Assets where in the opinion of OPUCN it is feasible and desirable to facilitate the installation of an underground distribution system on such easement by the use of said vehicles and equipment on the easement;
- (c) Provide an engineering site plan showing road allowances, lot lines, lot numbering, driveways, sidewalks, watermains, sewers and other facilities such as hydrants, catchbasins, and mailboxes prior to OPUCN providing an offer to expand;

- (d) If requested by OPUCN, provide, at no cost to OPUCN, a secure compound on the construction site within the Lands that will be used to store material and equipment required for the installation of the Expansion Facilities and Connection Assets;
- (e) Provide clearance and grading of the electrical distribution system route to within 150 mm of final levels prior to construction of the electrical plant;
- (f) Provide and maintain for OPUCN the finished grade or elevation markings for the lots or blocks on the Plan;
- (g) Provide for OPUCN survey markers defining the boundaries and numbers of the lots or blocks on the Plan;
- (h) Rough grade all roads and apply binder coat of asphalt, rough grade boulevards, and provide all base curbs prior to the start of the construction of the Expansion Facilities and Connection Assets;
- (i) Defer sodding, sidewalk installations and final paving until after the electric distribution system is installed. Should sodding, final granular fill and paving be undertaken prior to the installation of the Expansion Facilities or Connection Assets, the Developer shall be responsible for any reinstatement required and the costs associated therewith;
- (j) Be responsible for all repairs made to transformers, cables and primary cables, meters and associated distribution equipment, necessitated by damage caused by the Developer during construction related to the Plan, during the construction on the lots;
- (k) Pay all actual invoices as billed for costs incurred by OPUCN to perform its obligations under the terms of this agreement;
- (l) Provide additional security to OPUCN, if requested, to cover any unforeseen additional costs such as those associated with construction in frozen ground;
- (m) Identify lot lines and other reference points and provide the necessary staking for the installation of the electric distribution system plant and telecommunication facilities. The staking shall be in accordance with OPUCN layout drawing number **D - ● - ●** for the electric distribution system plant;
- (n) Be responsible for and indemnify OPUCN for all liability, claims, demands and costs to OPUCN because of incorrect staking of trench lines and location of other services or as a result of negligent or incorrect statements of the Developer;

- (o) Provide location stakeout of any other services in possible conflict with the electrical plant;
- (p) Provide unobstructed access to and along the electrical distribution system route;
- (q) Provide location of driveways, curb cuts and walkways, sixty (60) days prior to installation of the electrical plant and locate the edge of driveways not closer than 1.0 metre from the edge of the pad-mounted transformers or street light poles. Any relocation of electrical plant will be at the expense of the Developer;
- (r) Supply, install and mark road crossing ducts for use by OPUCN. The Developer shall provide to OPUCN, 48 hours notice of road crossing duct installation, so that OPUCN can provide an inspector during duct installation;
- (s) Be responsible for the replacement of the paving, sodding, or fill disturbed during the installation of the electric distribution system, and;
- (t) Be responsible for all costs incurred by OPUCN due to vandalism, the removal of, disturbance of, or damage to OPUCN stakes and electric distribution system components.

### **3.04 Letter of Credit**

(1) OPUCN will require the Developer to provide an unconditional irrevocable letter of credit, effective for no less than one year, substantially in the form attached hereto as Schedule “D”, in the amount of \$●. The amount secured under the letter of credit represents OPUCN’s share of the capital costs described under Article 3.02.

(2) The Developer shall deliver the letter of credit to OPUCN concurrent with signing of this Agreement.

(3) OPUCN may draw funds under such letter of credit at any time if the lots comprising the Plan are not connected for service at the rate assumed in the calculation of the economic evaluation under Article 3.02 or if there is a material change as defined by OPUCN in the Plan.

(4) OPUCN may draw funds under the letter of credit at any time, in its absolute discretion, to cover all costs incurred by it in order to complete any or all of the Developer’s obligations hereunder.

(5) OPUCN may, in its absolute discretion, authorize a reduction in the letter of credit annually for a period of up to five (5) years from the date of the installation of the Expansion Facilities. In determining whether to authorize such reduction, OPUCN shall have regard to, among other things, the number of lots within the Plan that are connected for service in proportion to the total number of lots within the Plan. Prior to OPUCN authorizing a reduction in

the letter of credit, the Developer shall pay all sums then owing to OPUCN under this Agreement.

(6) OPUCN may in its absolute discretion, require a renewal of the letter of credit referred to in Article 3.04(1). In requiring an extension of the letter of credit, OPUCN shall have regard to, among other things the number of lots within the Plan that are connected for service in preparation to the total number of lots within the Plan.

## **ARTICLE 4 - DEFAULT**

### **4.01 Default**

Events of default under this Agreement are as listed below.

If the Developer fails:

- (a) to commence or complete the installation or construction of any of the Developer's Services within the times specified in Article 2.01;
- (b) after commencing the installation or construction of any Developer's Services, to proceed expeditiously with the installation or construction of the same, or
- (c) to obtain all necessary approvals from, and agreements with, the City of Oshawa;
- (d) to maintain in good standing the Subdivision Agreement; or
- (e) to comply with its obligations under this Agreement,

and any such default continues for five (5) days after notice thereof from OPUCN has been sent by registered letter addressed to the Developer as provided in Article 13, then OPUCN, in addition to any other remedy OPUCN may have, may take such steps as it deems necessary to remedy the said default. OPUCN may draw funds under the letter of credit to recover the costs associated with remedying such default.

## **ARTICLE 5 - PLANS**

### **5.01 Lot Development Plans**

(1) The Developer will submit to OPUCN a Lot Development Plan, prepared and certified by a member in good standing of the Professional Engineers of Ontario or by an Ontario Land Surveyor, for each lot and block within the Plan. The Lot Development Plan shall be submitted to OPUCN prior to OPUCN providing the Expansion Agreement - Offer To Connect.



The Lot Development Plan shall be in an electronic format as an AutoCAD Release 14 or later – “.dwg” file or in any other form as may reasonably be requested by OPUCN. Each such Lot Development Plan shall show details of the proposed lot elevations and grades, drainage and storm water management components. Such Lot Development Plan shall also show details of the location of all water mains, sanitary and storm sewer systems, all existing and proposed easements, all proposed buildings and structures, site services, driveways, lot and block numbers, municipal addresses, street names, existing and proposed trees and any other significant site features. Each Lot Development Plan shall be approved by the qualified professional consultant who prepared and certified the subdivision grading plan.

(2) Following the registration of the Plan, the Developer shall file with OPUCN, an electronic copy, as an AutoCAD Release 14 or later – “.dwg” file or in any other form as may reasonably be requested by OPUCN, of the Registered Plan of Subdivision and as built lot servicing plans.

(3) Following the completion of the construction of all buildings and structures, site services, driveways and any other significant site features and completion of the final grading, seeding or sodding, the Developer may be requested in writing to file with OPUCN a certificate signed by the Developer’s Consulting Engineer certifying that the lot has been developed in accordance with the Lot Development Plan and Composite Utility Plan.

(4) The Developer agrees that it will require the purchaser of any lot or block within the Plan, as a condition of purchase and sale, to fulfil the requirements of Article 5.01.

## **ARTICLE 6 - WARRANTY AND REPAIR DAMAGE TO EXPANSION FACILITIES AND CONNECTION ASSETS**

### **6.01 Warranty**

The Developer is not responsible for any defects in the material supplied by OPUCN, nor for the installation work of the Expansion Facilities and Connection Assets performed by OPUCN, notwithstanding sections 6.02.

### **6.02 Damage to Services**

Any damage by the Developer, or their agents, to any of the Expansion Facilities, Connection Assets or other electrical distribution system facilities will be repaired by OPUCN, at the Developer’s expense, within such time as OPUCN may prescribe, any damage. The Developer shall repair, at its expense, any other works required to be provided by the terms of this Agreement, or any other municipal or utility service resulting from the installation or construction of any Expansion Facilities and Connection Assets to the Lands within the Plan or from the construction of any building or structure on lands within the Plan or from the

performance of any other works on the Lands, or from the performance of any works within the public highways abutting thereto.

## **ARTICLE 7 - CONVEYANCES**

### **7.01 Conveyances-Easements**

(1) At the time of the registration of the Plan the Developer shall provide OPUCN with such registered easements as it may require for the Expansion Facilities and Connection Assets.

The rights and easements granted above shall be for nominal consideration (i.e. \$1.00), in a form satisfactory to OPUCN and title to land over which the rights and easements are granted shall be good and free from liens and encumbrance and, if required by OPUCN, the consent of the Committee of Adjustment to such rights and easements shall be obtained by the Developer. The Developer agrees to obtain postponements or discharges of any prior mortgage or mortgages on the easement given to OPUCN.

(2) The Developer agrees that forthwith after registration of any grant of rights and easements, it shall provide to OPUCN a Certificate of Opinion of Title of the Lands in respect of which such transfer and rights and easements are granted, in a form satisfactory to OPUCN, such Certificate of Opinion to be given by a solicitor authorized to practise law in the Province of Ontario.

(3) The Developer agrees to provide OPUCN within two (2) months of the registration of the Plan with an electronic copy of the reference or survey plans designating the Lands in respect of which such transfers and grants of rights and easements are given to OPUCN.

(4) The lands to be transferred and the lands over which rights and easements are to be given shall, on the registration of the Plan, be in a clean and tidy condition, graded as required and, if necessary, stabilized against erosion in accordance with the requirements of OPUCN. After such lands or such rights and easements are so transferred, the Developer shall not use or permit the use of such lands for the storing of topsoil or any excavated material or equipment except with the written consent of OPUCN. In the event of default, OPUCN, after giving the Developer such notice as OPUCN considers reasonable in the circumstances, may remove such soil, material or equipment and the cost thereof shall be paid by the Developer to OPUCN.

(5) The Developer warrants, and agrees to indemnify and save harmless, OPUCN, that within any lands transferred by the Developer pursuant to this Agreement, including any lands over which any easement is granted, there is no substance or material that is prohibited, controlled or regulated by any governmental authority whether federal, provincial, municipal or local including, without limitation, pollutants, contaminants, dangerous goods or substances,

toxic or hazardous substance or materials, wastes including without limitation, solid non-hazardous waste, PCBs, asbestos, petroleum, its derivatives, by-products or other hydro carbons, all as defined in or pursuant to any laws, regulations, by-laws, guidelines, policies, approvals, certificates of approval, permits or orders rendered by any governmental authority.

## **ARTICLE 8 - INTEREST**

### **8.01 Payments – Interest**

(1) Where by this Agreement any cost, fee, or amount is payable by the Developer to OPUCN, such cost, fee, or amount shall be paid at the time or times stated, or if a time is not stated, it shall be paid within thirty (30) days of the mailing of a statement by prepaid first class mail addressed to the Developer as provided in this Agreement. If any such cost, fee, or amount is not paid within the time provided by this Agreement, interest shall be payable at the rate of 1.5 per cent per month from the due date or the date of mailing, as the case may be, until payment. OPUCN may draw on any letter of credit provided by the Developer for the faithful performance of its obligations and any amount paid on such draw shall be applied in payment of the cost, fee, or amount owing and any interest in respect thereto.

(2) If any cost, fee, or amount is at any time unpaid, and OPUCN does not draw upon the letter of credit, or any draw made is insufficient to pay the cost, fee, or amount owing, or the balance thereof together with interest which may be payable, it may be recovered as a debt in an action in any court of competent jurisdiction together with all costs incurred therewith.

## **ARTICLE 9 - STREET LIGHTING**

### **9.01 Street Lighting**

Street Lighting for the proposed development shall be designed and installed in accordance with the City of Oshawa's Street Lighting specifications. OPUCN shall collect all financial and security requirements for Street Lighting from the Developer on behalf of the City of Oshawa. OPUCN shall install the Street Lighting within the Lands.

## **ARTICLE 10 - INDEMNIFICATION AND INSURANCE**

### **10.01 Indemnification**

The Developer shall indemnify and save harmless OPUCN, its employees, agents, and contractors, from all actions, causes of action, suits, claims, costs or demands whatsoever that may arise directly or indirectly as a result of OPUCN entering into this Agreement or from any

act or omission by the Developer, its employees, agents, or contractors in the performance of any matter or thing under this Agreement.

#### **10.02 Insurance**

The Developer shall file with OPUCN a certificate of insurance evidencing the issuance to the Developer of a comprehensive policy of public liability and property damage insurance providing for coverage limits in respect of any one accident of at least \$5,000,000.00 exclusive of interest and costs for this purpose. Such policy shall name OPUCN as an additional insured thereunder, be in a form and content satisfactory to OPUCN and be kept in good standing until all of the Expansion Facilities and Connection Assets are commissioned. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility from other or larger claims, if any, for which the Developer may be held responsible.

### **ARTICLE 11 - REGULATORY COMPLIANCE**

#### **11.01 Regulatory Compliance**

OPUCN and the Developer acknowledge that OPUCN is a distributor within the meaning of Section 2(1) of the *Electricity Act*, S.O. 1998, c.15, Schedule "A", (the "Act") and is therefore subject to the applicable provisions contained in the Act including the regulatory authority of the Ontario Energy Board ("OEB") pursuant to the provisions of the *Ontario Energy Board Act*, 1998, S.O. 1998, c.15, Schedule B. It is agreed by the parties that any charges made to the Developer by OPUCN in accordance with this Agreement are subject to the applicable provisions of the Act and the Regulations thereunder and to any requirements lawfully imposed by the OEB, including, but not limited to, any applicable Distribution System Code lawfully approved by the OEB to which OPUCN may be subject and imposed as a condition of OPUCN's Electricity Distribution Licence (the "Regulations"). If, in accordance with the Regulations, it is determined that any charge made pursuant to the terms of this Agreement should have been for a different dollar amount than was actually charged (the "Permitted Lawful Charge"), all necessary adjustments shall be made forthwith to reflect the Permitted Lawful Charge. The adjustment amount, without interest, shall be paid to the party entitled, within thirty (30) days of final determination of the Permitted Lawful Charge.

### **ARTICLE 12 - FORCE MAJEURE**

#### **12.01 Force Majeure**

Notwithstanding anything in this Agreement to the contrary, if OPUCN or the Developer is bona fide delayed in or prevented from performing any obligation arising under this Agreement by reason of severe weather, flood, fire, lightening, hurricane, tornados, other forces

of nature, acts of animals, third party damage to OPUCN's distribution system, epidemic, quarantine restriction, explosion, riots, war, sabotage, crime, act of public enemy, earthquake, insurrection, riot, civil disturbance, strike, or other act of God, restraint by court order or public authority, government law, inability to obtain authorization or approval from any governmental or regulatory authority, or any combination of these causes, then the party delayed shall and is entitled, without being in breach of this Agreement, to carry out such obligation within the appropriate time period after the cessation of such cause.

### **ARTICLE 13 - NOTIFICATION**

#### **13.01 Notices**

If any notice is required to be given to the Developer by OPUCN, or to OPUCN by the Developer with respect to any matter relating to this Agreement, such notice, if sent by prepaid registered mail or delivered, it shall be addressed or delivered to the addressee below or may be faxed to:

Oshawa PUC Networks Inc.  
100 Simcoe Street South  
Oshawa, Ontario  
L1H 7M7

Attention: Mr. Mark Turney

Telephone No. (905) 723-4623

Fax No.: (905) 723-7947

and

• (Developer)

Attention: •

Telephone No. (905) •

Fax No.: (905) •

and any such notice mailed, delivered or faxed as provided above shall be deemed good and sufficient notice under the terms of this Agreement. Notice by mail shall be deemed to take place on the fifth day after posting.

## **ARTICLE 14 - DELEGATION OF RESPONSIBILITIES**

### **14.01 Delegation of Responsibilities**

Where in this Agreement provision is made for anything to be performed by OPUCN, it may also be performed with or by a person or persons or corporation designated by OPUCN.

## **ARTICLE 15 - ASSIGNMENT OF OBLIGATIONS**

### **15.01 Assignment of Obligations**

No right or obligation under this Agreement shall be assigned by the Developer in whole or in part without the written consent of OPUCN, but such consent shall not be unreasonably withheld.

## **ARTICLE 16 - ARBITRATION**

### **16.01 Arbitration**

If the parties are unable to resolve any controversy, question, claim or other dispute arising out of or relating to this Agreement, the matter shall be conclusively settled in accordance with the dispute resolution procedure documented in OPUCN's Conditions of Service.

## **ARTICLE 17 - PLANS AND SCHEDULES**

### **17.01 Plans and Schedules**

The parties agree that the plans and schedules attached hereto and marked as Schedules "A" to "D" form part of this Agreement.

The parties further agree that in the event any part or parts of the plans or schedules are illegible or conflict with the original plan from which a copy was made, the original plan shall prevail.

## **ARTICLE 18 - SEVERABILITY**

### **18.01 Severability**

If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall attach only to such provision and shall not affect any or all other provisions of the Agreement. The remaining provisions of this Agreement or the application thereof to other

circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

## **ARTICLE 19 - REGISTRATION**

### **19.01 Registration of an Agreement**

This Agreement may be registered against the Lands described in Schedule "A" attached to and forming part of this Agreement.

## **ARTICLE 20 - SUCCESSOR OBLIGATIONS**

### **20.01 Successor Obligations**

The Developer agrees that OPUCN may enforce the provisions of this Agreement against the Developer and, subject to the Land Titles Act, against any and all subsequent owners or permitted assigns. The Developer shall deliver to OPUCN an acknowledgement by a purchaser of all or any portion of the Lands that the purchaser has received actual notice of this Agreement and agrees to be bound by all of the terms and conditions hereof, failing which, any such transfer or conveyance shall be void.

## **ARTICLE 21 - TIME IS OF THE ESSENCE**

### **21.01 Time is of the Essence**

Time shall be of the essence in this Agreement.

## **ARTICLE 22 - TERMINATION**

### **22.01 Termination of Agreement and Obligations**

This Agreement and the respective obligations of the Developer and OPUCN shall terminate in the event that the Plan is not registered within twelve (12) months of the date of this Agreement.

## **ARTICLE 23 - HEADINGS**

### **23.01 Headings**

The headings to the sections of this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and conditions of this Agreement.

## **ARTICLE 24 - ESTOPPEL**

### **24.01 Estoppel**

No party to this Agreement shall call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of OPUCN to enter into this Agreement or to enforce each and every covenant and condition contained herein and this Agreement may be pleaded as an estoppel against any other party in such proceedings.

## **ARTICLE 25 - ENTIRETY**

### **25.01 Entirety**

This Agreement and all attached schedules constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement save and except as specifically set forth herein.

**IT IS DECLARED AND AGREED** that this Agreement and the covenants, provisos, conditions and schedules herein contained shall enure to the benefit of and be binding upon the respective successors or assigns of each of the Parties hereto.

**IN WITNESS WHEREOF** the Parties hereto have executed this document

•

Per: \_\_\_\_\_  
Name-  
Position-

Per: \_\_\_\_\_  
Name-  
Position-

We have authority to bind the corporation

**OSHAWA PUC NETWORKS INC.**

Per: \_\_\_\_\_  
Name-



Position-

Per:

\_\_\_\_\_  
Name-

Position-

We have authority to bind the corporation

**SCHEDULE “A”**

**LEGAL DESCRIPTION OF LANDS**

Parcel Plan -1, Section M- , being Lots 1 to **XX** both inclusive and Blocks **XX** to **XX** both inclusive, Plan , City of Oshawa, Regional Municipality of Durham.

**SCHEDULE “B”**

**LOT DEVELOPMENT PLAN**

**SCHEDULE “C”****EXPANSION FACILITIES**

OPUCN is responsible for the planning, design, engineering specifications and installation of the Expansion Facilities.

All Expansion Facilities shall be constructed in accordance with OPUCN’s “Distribution Specifications” and all applicable municipal, provincial and federal bylaws and legislation.

Expansion Facilities will include three basic elements of infrastructure to be installed or constructed. The three elements are, infrastructure required within the Plan of Subdivision, infrastructure required specific to the area and the associated upstream infrastructure required plus any other associated costs as determined by OPUCN

**Specifications for Infrastructure Within Plan of Subdivision**

Primary Distribution Voltage	_____
Secondary Servicing Voltage	_____
Number of Switchgear Units	_____
Number of Pad-mounted Junctions	_____

**Upstream Infrastructure**

Charges have been established using historical costs associated with upstream costs and are calculated on a \$ per kW basis.

**Connection Assets**

Number of Transformers	_____
Secondary Services to be connected	_____
Streetlight Services to be connected	_____

Developer’s Capital Contribution \$ \_\_\_\_\_

broken down into:

Developer’s Letter of Credit      \$ \_\_\_\_\_

Developer’s Cash Payment      \$ \_\_\_\_\_

**SCHEDULE "D"**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

Letter of Credit

[Name and Address of Issuing Bank]

APPLICANT:           **[Name of Developer]**

BENEFICIARY:       Oshawa PUC Networks Inc.

We hereby authorize you to draw on the [ISSUING BANK] for the account of **[Name of Developer]**, up to an aggregate amount of Cdn. \$● available on demand as follows:

Pursuant to the request of our Customer, **[Name of Developer]**, we [NAME AND ADDRESS OF THE ISSUING BANK], hereby establish and give to you an irrevocable Letter of Credit in your favour in the total amount of Cdn. \$● which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have a right as between yourself and our said Customer to make such demand and without recognizing any claim of our said Customer.

Provided, however, that you are to deliver to [NAME AND ADDRESS OF THE ISSUING BANK] at such time as written demand for payment is made upon us, a certificate signed by you agreeing and/or confirming that monies drawn pursuant to this letter of credit will be retained and used by you to meet our Customer's obligations incurred or to be incurred in connection with an Agreement dated ●, between **[Name of Developer]** and Oshawa PUC Networks Inc. (the "Agreement").

The amount of this letter of credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This letter of credit will expire at our counters on ●, subject to the following condition. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date thereof unless at least thirty (30) days prior to such expiry date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw the full amount secured under this Letter of Credit by means of your demand accompanied by your written certificate confirming that the amount drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement.

Partial drawings are permitted.

We hereby issue this standby letter of credit in your favour subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision, International Chamber of Commerce, Paris, France, Publication No. 500).

We hereby agree that drawings under this Letter of Credit will be duly honoured upon presentation, and shall state that they are drawn under [NAME AND ADDRESS OF THE ISSUING BANK] Letter of Credit No. • and dated •.

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Authorized Signature

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Authorized Signature

::ODMA\PCDOCS\CCT\417397\2

## APPENDIX F

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – F
<b>Conditions of Service</b>	<b>Issue Date:</b> April 7, 2003 <b>Review Date:</b> April 7, 2003
<b>Construction Agreement – Developer Constructed</b>	

See attached document.

**CONSTRUCTION AGREEMENT  
DEVELOPER CONSTRUCTED  
Residential Subdivision**

**BETWEEN**

•

**OPUCNEXP2003-**

**AND**

**Oshawa PUC Networks Inc.**



**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**BETWEEN:**

**OSHAWA PUC NETWORKS INC.**

(Hereinafter referred to as the "OPUCN")

OF THE FIRST PART

- and -

•

(Hereinafter called the "Developer")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of the lands described in Schedule "A" attached to and forming part of this Agreement (the "Lands");

**AND WHEREAS** each of OPUCN and the Developer are incorporated pursuant to the laws of the Province of Ontario.

**AND WHEREAS** the Developer proposes to subdivide and develop the Lands for the purpose of selling, conveying or leasing the Lands in accordance with an approved plan of subdivision and an approved subdivision agreement with the City of Oshawa (the "Subdivision Agreement") unless otherwise specified by OPUCN, and will require electrical distribution system facilities for the Lands;

**AND WHEREAS** each of OPUCN and the Developer are incorporated pursuant to the laws of the Province of Ontario.

**AND WHEREAS** a copy of such proposed plan of subdivision, hereinafter called the "Plan", is attached to Schedule "A" hereto and forms part of this Agreement;

**AND WHEREAS** the Developer has agreed with OPUCN to comply with their requirements with respect to the provision of Expansion Facilities and Connection Assets for the Lands proposed to be subdivided and other matters as hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Parties hereto in consideration of other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada by each to the other paid (the receipt whereof is hereby by each acknowledged), covenant and agree each with the other as follows:

## **ARTICLE 1 - INTERPRETATION**

### **1.01 Definitions**

The following words and expressions wherever used in this Agreement shall have the meaning ascribed hereto:

- (a) “Agreement” means this agreement including all schedules and amendments hereto;
- (b) “Article”, “Section”, “Subsection”, “Paragraph” means the specified Article Section, Subsection or Paragraph in the Agreement;
- (c) “Developer’s Services” means the services and installations required to be installed or constructed by the Developer pursuant to its Subdivision Agreement;
- (d) “Distribution Specifications” means the engineering specifications produced by OPUCN which detail the material specifications and installation requirements for Expansion Facilities and Connection Assets;
- (e) “Expansion Facilities” means the electrical distribution system services and facilities required to be installed or constructed as more particularly described in Schedule “C” hereto;
- (f) “Connection Assets” means that portion of the electrical distribution system used to connect a customer or street light to the distribution system required to be installed or constructed as more particularly described in Schedule “C” hereto;
- (g) “Lot Development Plan” means the plan described in Article 5.01, which also shows municipal services, and attached hereto as Schedule “B”;
- (h) “Plan” means the most recent version of the draft plan of subdivision or the registered plan of subdivision attached hereto to Schedule “A”;
- (i) “Street Lighting” means the assets utilized to illuminate public roadways owned and maintained by the City of Oshawa.

## **ARTICLE 2 - DEVELOPER’S SERVICES, EXPANSION FACILITIES AND CONNECTION ASSETS**

### **2.01 Construction of Developer’s Services, Expansion Facilities and Connection Assets**

The Developer shall install or construct, or cause the same to be installed or constructed, the Developer’s Services in accordance with the approved Subdivision Agreement with the City

of Oshawa, and the Expansion Facilities and Connection Assets in accordance with this Agreement. The Developer agrees to commence construction of the Developer's Services, Expansion Facilities and Connection Assets on or before • and to complete them on or before •.

### **ARTICLE 3 - EXPANSION FACILITIES AND CONNECTION ASSETS**

#### **3.01 Preliminary Plan**

Appended hereto as Schedule "C" are the preliminary planning, design, engineering and electrical specifications prepared by OPUCN for the purpose of providing the Expansion Agreement Offer To Connect for the development of the Lands. These specifications have been made in accordance with OPUCN's standards for design, material and construction.

#### **3.02 Estimate of Costs**

(1) Set out in Schedule "C" is the estimate of the costs of the Expansion Facilities and Connection Assets including those costs attributable to engineering design, materials, labour, equipment and administrative activities.

(2) The estimate of costs which OPUCN shall perform under Article 3.02(1) of this Agreement shall identify the capital costs to be assumed by OPUCN in regard to the construction of the Expansion Facilities and Connection Assets. The Developer shall provide a letter of credit in an amount of representing the capital costs, as well as audited financial statements of the Developer, to OPUCN upon signing of this Agreement. The letter of credit shall be as described in Article 3.04.

(3) OPUCN may, in its absolute discretion, adjust the estimate of costs under this Article 3, if there is a change in the Plan, or plans shown in Schedule "C" or for any other such reason as is determined by OPUCN acting reasonably.

#### **3.03 Construction Drawings**

The Developer's engineer shall prepare construction drawings, a list of materials, and the materials' specifications, and submit them to OPUCN for approval prior to any construction. The material specifications and installation requirements must conform to the OPUCN electrical Distribution Specifications. The Developer shall within thirty (30) calendar days after energization provide to OPUCN "as constructed" drawings in an AutoCAD Release 14 or later – ".dwg" file, or in any other form as may reasonably be requested by OPUCN.

#### **3.04 Construction of Expansion Facilities and Connection Assets**

(1) The Developer has elected to obtain alternative bids for the construction and installation of the Expansion Facilities and Connection Assets from contractors on the OPUCN current approved contractor list. The approved contractor list is available from OPUCN.

(2) The Developer shall be required to select, hire and pay the contractor's cost for the work eligible for the alternative bid and shall assume full responsibility for the construction of the Expansion Facilities and Connection Assets. All Expansion Facilities and Connection Assets shall be constructed and installed in accordance with OPUCN's planning, engineering and design specifications. The Developer shall be responsible for administering the contract including the acquisition of all required permissions, permits and easements.

(3) The Developer shall be responsible for ensuring that all aspects of the construction of the Expansion Facilities and Connection Assets are conducted in a good and workmanlike manner and shall comply with all applicable requirements of OPUCN and the requirements of any municipal, provincial or federal authority. The Developer shall ensure that the Expansion Facilities, Connection Assets, and other services are installed in accordance with the Subdivision Agreement and the OPUCN approved construction drawings.

(4) The actual connection of the Connection Assets to the transformer will be performed by OPUCN. OPUCN shall provide for service connections five (5) working days after,

- (a) receiving a written request for such service connection; and
- (b) receipt of an authorization to connect such service connection from the Electrical Safety Authority;

provided that all of OPUCN's Distribution Specifications have been met.

(5) All materials, construction methods, equipment, location of cables and transformers constituting the Expansion Facilities and Connection Assets must be approved by OPUCN. All such materials, equipment, transformers, meters, poles, and items of a similar nature contemplated by this Agreement shall become the property of OPUCN at the time that electricity is supplied to the system by OPUCN. The street light poles and luminaires shall become the property of the City of Oshawa at the time they are energized.

(6) The Developer shall not commence installation of the Expansion Facilities and Connection Assets until OPUCN has provided written authorization to commence. Such authorization shall not be given until,

- (a) the Developer has delivered all requisite financial securities to OPUCN;
- (b) OPUCN has approved the electrical drawings pertaining to the Expansion Facilities and Connection Assets, and;
- (c) the Lot Development Plan drawings have been approved by OPUCN, the City of Oshawa and any utilities which will be providing services to the Lands.

(7) The Developer shall be responsible for ensuring that its selected contractor complies with all health and safety regulations.

(8) The Developer acknowledges that work done by its contractor in the installation of Expansion Facilities and Connection Assets shall not involve work on existing circuits. All associated work required on existing circuits not included in the estimated costs will be completed by OPUCN and OPUCN shall be entitled to be reimbursed on a fee-for-service basis as provided in Schedule "E".

(9) OPUCN reserves the right to inspect, test and approve all aspects of the Expansion Facilities and Connection Assets constructed by the contractor as part of a system commissioning activity, prior to connecting the Expansion Facilities to the existing distribution system and shall be entitled to be reimbursed on a fee-for-service basis, see Schedule "E".

(10) OPUCN shall be entitled to be reimbursed by the Developer for its costs for additional design, engineering and installation of Expansion Facilities and Connection Assets that are incurred as a result of, but not limited to, any change in grades, electrical service locations, property or street markers, driveways, curb cuts and walkways subsequent to the initial staking and installation of the Expansion Facilities and Connection Assets. OPUCN shall also be entitled to be reimbursed for the costs of inspection, testing, final connection at the transformer, and approval of the additional works undertaken.

(11) The Developer shall:

- (a) Deliver OPUCN's easements under Article 7 of this Agreement with final grading within plus or minus 150 mm on the boulevard as indicated by the markers of the necessary survey prepared by the Developer to the specifications of the City of Oshawa Engineering Department. All fill required to obtain the final grade levels shall be compacted to the satisfaction of OPUCN;
- (b) Provide and maintain access from the street to such easements for OPUCN's vehicles and equipment during the installation of the Expansion Facilities and Connection Assets where in the opinion of OPUCN it is feasible and desirable to facilitate the installation of an underground distribution system on such easement by the use of said vehicles and equipment on the easement;
- (c) Provide and maintain for OPUCN the finished grade or elevation markings for the lots or blocks on the Plan of Subdivision of the Lands;
- (d) Provide for OPUCN survey markers defining the boundaries and numbers of the lots or blocks on the Plan of Subdivision of the Lands;
- (e) Provide all curbs prior to the construction of the distribution system;
- (f) Rough grade all roads and boulevards prior to the start of the construction of the Expansion Facilities and Connection Assets where in the opinion of OPUCN such is required;

- (g) Provide and maintain for OPUCN the finished grade or elevation markings for the said roads and boulevards where in the opinion of OPUCN such is required;
- (h) Obtain all work permits that may be required for the performance of the work;
- (i) Provide all trenching, ducting and protective sand and backfill to OPUCN's specifications from the service entrance to any building or dwelling to the point of OPUCN's right-of-way or easement;
- (j) Identify lot lines and other reference points and provide the necessary staking for the installation of the electric distribution system plant and telecommunication facilities. The staking shall be in accordance with OPUCN's approved construction drawing;
- (k) Be responsible for all repairs made to transformers, cables and primary cables, meters and associated distribution equipment until two years after acceptance by OPUCN of the Expansion Facilities and Connection Assets.

### **3.05 Letter of Credit**

(1) The Developer shall deliver to OPUCN an unconditional irrevocable letter of credit, effective for no less than one year, substantially in the form attached hereto as Schedule "D", in the amount of \$• concurrent with execution of this Agreement in order to secure the performance of the Developer's obligations hereunder. The amount secured under the letter of credit represents the capital contribution which the Developer is required to make toward the cost of the Expansion Facilities and Connection Assets under Article 3.02(1).

(2) OPUCN may draw funds under the letter of credit at any time, in its absolute discretion, to cover all costs incurred by it in order to complete any or all of the Developer's obligations hereunder, which also includes re-engineering, inspection, testing, final connection, and commissioning.

(3) Upon commissioning of the Expansion Facilities and Connection Assets and upon payment by the Developer of all fees associated with the installation, inspection, testing, final connection, and commissioning of work done by OPUCN, OPUCN may, in its absolute discretion, reduce the letter of credit to 10% of the financial guarantee secured hereunder. The remaining letter of credit will be held for a two (2) year period to cover any defects arising from the work done by the Developer and its contractor. During this time, any remedial work to be performed by OPUCN as a result of poor installation, to rectify deficiencies or otherwise meet OPUCN's standards, will be performed at the Developer's cost.

(4) Prior to reducing the letter of credit as described in Article 3.04(4), the Developer shall provide OPUCN with the following:

- (a) A completion certificate from the Developer's Contractor verifying the satisfactory completion of the Expansion Facilities and Connection Assets, the satisfactory correction of all deficiencies identified in OPUCN's deficiency reports, and the total amount of the actual costs incurred.
- (b) A statutory declaration of the Developer stating that all contractors, subcontractors and suppliers of materials associated with the construction of the Expansion Facilities and Connection Assets have been fully paid and satisfied and that there is no liability owing to anyone under any circumstances relating to the Expansion Facilities and Connection Assets. The Developer shall also state in the statutory declaration that no one is entitled to claim a lien under the *Construction Lien Act* against the Lands or any part thereof.
- (c) A statutory declaration of the Developer stating that nothing is owing by the Developer or claimed against it for unemployment insurance deductions, income tax deductions or by way of contribution or assessment under the *Workplace Safety and Insurance Act*.

#### **ARTICLE 4 - DEFAULT**

##### **4.01 Default**

Events of default under the Agreement are as listed below.

If the Developer fails:

- (a) to commence or complete the installation or construction of any of the Developer's Services within the times specified in Article 2.01;
- (b) to commence or complete the installation or construction of any of the Expansion Facilities or Connection Assets within the times specified in Article 2.01; or
- (c) to install or construct the Expansion Facilities or Connection Assets in accordance with the contract documents as approved by OPUCN; or
- (d) after commencing the installation or construction of any Expansion Facilities, Developer's Services, or Connection Assets, to proceed expeditiously with the installation or construction of the same, or
- (e) to obtain all necessary permits, approvals and agreements with the City of Oshawa; or

- (f) to maintain in good standing the Subdivision Agreement; or
- (g) to comply with its obligations under this Agreement,

and any such default continues for ten (10) days after notice thereof from OPUCN has been sent by registered letter addressed to the Developer as provided in Article 12, then OPUCN, in addition to any other remedy OPUCN may have, may take such steps as it deems necessary to remedy the said default. In addition, where in the opinion of OPUCN, it is necessary or advisable to construct or install or complete the whole or any part of any of the Expansion Facilities or Connection Assets, such service or services may be installed, constructed or completed in whole or in part by OPUCN and the cost of remedying any default or of constructing, installing or completing the whole or any part of any of the other services, together with an administration fee of ten (10%) per cent of the cost shall be paid by the Developer to OPUCN. OPUCN may draw upon the letter of credit to recover these costs.

## **ARTICLE 5 - PLANS**

### **5.01 Lot Development Plans**

(1) The Developer will submit to OPUCN a Lot Development Plan, prepared and certified by a member in good standing of the Professional Engineers of Ontario or by an Ontario Land Surveyor, for each lot and block within the Plan. The Lot Development Plan shall be submitted to OPUCN prior to OPUCN providing the Expansion Agreement - Offer To Connect. The Lot Development Plan shall be in an electronic format as an AutoCAD Release 14 or later – “.dwg” file or in any other form as may be reasonably requested by OPUCN. Each such Lot Development Plan shall show details of the proposed lot elevations and grades, drainage and storm water management components. Such Lot Development Plan shall also show details of the location of all water mains, sanitary and storm sewer systems, all existing and proposed easements, all proposed buildings and structures, site services, driveways, lot and block numbers, municipal addresses, street names, existing and proposed trees and any other significant site features. Each Lot Development Plan shall be approved by the qualified professional consultant who prepared and certified the subdivision grading plan.

(2) Following the registration of the Plan, the Developer shall file with OPUCN, an electronic copy, as an AutoCAD Release 14 or later – “.dwg” file, or in any other form as may be reasonably requested by OPUCN of the Registered Plan of Subdivision and as built lot servicing plans.

(3) Following the completion of the construction of all buildings and structures, site services, driveways and any other significant site features and completion of the final grading, seeding or sodding, the Developer may be requested in writing to file with OPUCN a certificate



signed by the Developer's Consulting Engineer certifying that the lot has been developed in accordance with the Lot Development Plan and Composite Utility Plan.

(4) The Developer agrees that it will require the purchaser of any lot or block within the Plan, as a condition of purchase and sale, to fulfil the requirements of Article 5.01.

## **ARTICLE 6 - WARRANTY AND REPAIR OF DAMAGE TO EXPANSION FACILITIES AND CONNECTION ASSETS**

### **6.01 Warranty of Developer's Work**

The Developer shall warrant the Expansion Facilities and Connection Assets for a period of two years following energization, for any defects in material or workmanship. OPUCN shall undertake such repairs, as required, at the Developer's expense.

### **6.02 Damage to Services Prior to Energization**

Prior to energization of the Expansion Facilities or Connection Assets, the Developer shall repair, at its expense, in a good and workmanlike manner, to the satisfaction of OPUCN and within such time as OPUCN may prescribe, any damage to any of the Expansion Facilities, Connection Assets, or other electrical distribution system facilities, or any other works required to be provided by the terms of this Agreement, or any other municipal or utility service resulting from the installation or construction of any Expansion Facilities or Connection Assets to the Lands within the Plan or from the construction of any building or structure on lands within the Plan or from the performance of any other works on the Lands, or from the performance of any works within the public highways abutting thereto.

### **6.03 Damage to Services After Energization**

If the damage described in Article 6.01 occurs subsequent to the energization of the Expansion Facilities and/or Connection Assets, Article 6.01 shall apply except that OPUCN shall undertake such repairs at the Developer's expense. The Developer shall pay for any repairs until two years after the energization of the Expansion Facilities.

## **ARTICLE 7 - CONVEYANCES**

### **7.01 Conveyances-Easements**

(1) At the time of the registration of the Plan the Developer shall provide OPUCN with such registered easements as it may require for the Expansion Facilities and Connection Assets.

The rights and easements granted above shall be for nominal consideration (i.e. \$1.00), in a form satisfactory to OPUCN and title to land over which the rights and easements are granted shall be good and free from liens and encumbrance and, if required by OPUCN, the consent of the Committee of Adjustment to such rights and easements shall be obtained by the Developer. The Developer agrees to obtain postponements or discharges of any prior mortgage or mortgages on the easement given to OPUCN.

(2) The Developer agrees that forthwith after registration of any grant of rights and easements, it shall provide to OPUCN a Certificate of Opinion of Title of the Lands in respect of which such transfer and rights and easements are granted, in a form satisfactory to OPUCN, such Certificate of Opinion to be given by a solicitor authorized to practise law in the Province of Ontario.

(3) The Developer agrees to provide OPUCN within two (2) months of the registration of the Plan with an electronic copy of the reference or survey plans designating the Lands in respect of which such transfers and grants of rights and easements are given to OPUCN.

(4) The lands to be transferred and the lands over which rights and easements are to be given shall, on the registration of the Plan, be in a clean and tidy condition, graded as required and, if necessary, stabilized against erosion in accordance with the requirements of OPUCN. After such lands or such rights and easements are so transferred, the Developer shall not use or permit the use of such lands for the storing of topsoil or any excavated material or equipment except with the written consent of OPUCN. In the event of default, OPUCN, after giving the Developer such notice as OPUCN considers reasonable in the circumstances, may remove such soil, material or equipment and the cost thereof shall be paid by the Developer to OPUCN.

(5) The Developer warrants, and agrees to indemnify and save harmless, OPUCN, that within any lands transferred by the Developer pursuant to this Agreement, including any lands over which any easement is granted, there is no substance or material that is prohibited, controlled or regulated by any governmental authority whether federal, provincial, municipal or local including, without limitation, pollutants, contaminants, dangerous goods or substances, toxic or hazardous substance or materials, wastes including without limitation, solid non-hazardous waste, PCBs, asbestos, petroleum, its derivatives, by products or other hydro carbons, all as defined in or pursuant to any laws, regulations, by-laws, guidelines, policies, approvals, certificates of approval, permits or orders rendered by any governmental authority.

## **ARTICLE 8 - INTEREST**

### **8.01 Payments – Interest**

(1) Where by this Agreement any cost, fee, or amount is payable by the Developer to OPUCN, such cost, fee, or amount shall be paid at the time or times stated, or if a time is not stated, it shall be paid within thirty (30) days of the mailing of a statement by prepaid first class mail addressed to the Developer as provided in this Agreement. If any such cost, fee, or amount is not paid within the time provided by this Agreement, interest shall be payable at the rate of 1 ½ per cent per month from the due date or the date of mailing, as the case may be, until payment. OPUCN may draw on any letter of credit provided by the Developer for the faithful performance of its obligations and any amount paid on such draw shall be applied in payment of the cost, fee, or amount owing and any interest in respect thereto.

(2) If any cost, fee, or amount is at any time unpaid, and OPUCN does not draw upon the letter of credit, or any draw made is insufficient to pay the cost, fee, or amount owing, or the balance thereof together with interest which may be payable, it may be recovered as a debt in an action in any court of competent jurisdiction together with all costs incurred therewith.

## **ARTICLE 9 - STREET LIGHTING**

### **9.01 Street Lighting**

Street Lighting for the proposed development shall be designed and installed in accordance with the City of Oshawa's Street Lighting specifications. OPUCN shall collect all financial and security requirements for Street Lighting from the Developer on behalf of the City of Oshawa. The Developer shall install the Street Lighting within the Lands.

## **ARTICLE 10 - INDEMNIFICATION AND INSURANCE**

### **10.01 Indemnification**

The Developer shall indemnify and save harmless OPUCN, its employees, agents, and contractors, from all actions, causes of action, suits, claims, costs or demands whatsoever that may arise directly or indirectly as a result of OPUCN entering into this Agreement or from any act or omission by the Developer, its employees, agents, or contractors in the performance of any matter or thing under this Agreement.

## **10.02 Insurance**

The Developer shall file with OPUCN a certificate of insurance evidencing the issuance to the Developer of a comprehensive policy of public liability and property damage insurance providing for coverage limits in respect of any one accident of at least \$5,000,000.00 exclusive of interest and costs for this purpose. Such policy shall name OPUCN as an additional insured thereunder, be in a form and content satisfactory to OPUCN and be kept in good standing until all of the Expansion Facilities and Connection Assets are commissioned. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility from other or larger claims, if any, for which the Developer may be held responsible.

## **ARTICLE 11 - REGULATORY COMPLIANCE**

### **11.01 Regulatory Compliance**

OPUCN and the Developer acknowledge that OPUCN is a distributor within the meaning of Section 2(1) of the *Electricity Act*, S.O. 1998, c.15, Schedule “A”, (the “Act”) and is therefore subject to the applicable provisions contained in the Act including the regulatory authority of the Ontario Energy Board (“OEB”) pursuant to the provisions of the *Ontario Energy Board Act*, 1998, S.O. 1998, c.15, Schedule B. It is agreed by the parties that any charges made to the Developer by OPUCN in accordance with this Agreement are subject to the applicable provisions of the Act and to any requirements lawfully imposed by the OEB, including, but not limited to, any applicable Distribution System Code lawfully approved by the OEB and imposed as a condition of OPUCN’s Electricity Distribution Licence (the “Regulations”). If, in accordance with the Regulations, it is determined that any charge made pursuant to the terms of this Agreement should have been for a different dollar amount than was actually charged (the “Permitted Lawful Charge”), all necessary adjustments shall be made forthwith to reflect the Permitted Lawful Charge. The adjustment amount, without interest, shall be paid to the party entitled, within thirty (30) days of final determination of the Permitted Lawful Charge.

## **ARTICLE 12 - FORCE MAJEURE**

### **12.01 Force Majeure**

Notwithstanding anything in this Agreement to the contrary, if OPUCN or the Developer is bona fide delayed in or prevented from performing any obligation arising under this Agreement by reason of severe weather, flood, fire, lightening, hurricane, tornados, other forces of nature, acts of animals, third party damage to OPUCN’s distribution system, epidemic, quarantine restriction, explosion, riots, war, sabotage, crime, act of public enemy, earthquake,

insurrection, riot, civil disturbance, strike, or other act of God, restraint by court order or public authority, government law, inability to obtain authorization or approval from any governmental or regulatory authority, or any combination of these causes, then the party delayed shall and is entitled, without being in breach of this Agreement, to carry out such obligation within the appropriate time period after the cessation of such cause.

### **ARTICLE 13 - NOTIFICATION**

#### **13.01 Notices**

If any notice is required to be given to the Developer by OPUCN, or to OPUCN by the Developer with respect to any matter relating to this Agreement, such notice, if sent by prepaid registered mail or delivered, it shall be addressed or delivered to the addressee below or may be faxed to:

Oshawa PUC Networks Inc.  
100 Simcoe Street  
Oshawa, Ontario  
L1H 7M7

Attention: Mr. Mark Turney

Telephone No. (905) 723-4623

Fax No.: (905) 723-7947

and

• (Developer)

Attention: •

Telephone No. (905) •

Fax No.: (905) •

and any such notice mailed, delivered or faxed as provided above shall be deemed good and sufficient notice under the terms of this Agreement. Notice by mail shall be deemed to take place on the fifth day after posting.

## **ARTICLE 14 - DELEGATION OF RESPONSIBILITIES**

### **14.01 Delegation of Responsibilities**

Where in this Agreement provision is made for anything to be performed by OPUCN, it may also be performed with or by a person or persons or OPUCN designated by OPUCN.

## **ARTICLE 15 - ASSIGNMENT OF OBLIGATIONS**

### **15.01 Assignment of Obligations**

No right or obligation under this Agreement shall be assigned by the Developer in whole or in part without the written consent of OPUCN, but such consent shall not be unreasonably withheld.

## **ARTICLE 16 - ARBITRATION**

### **16.01 Arbitration**

If the parties are unable to resolve any controversy, question, claim or other dispute arising out of or relating to this Agreement, the matter shall be conclusively settled in accordance with the dispute resolution documented in OPUCN's Conditions of Service.

## **ARTICLE 17 - PLANS AND SCHEDULES**

### **17.01 Plans and Schedules**

The parties agree that the plans and schedules attached hereto and marked as Schedules "A" to "E" form part of this Agreement.

The parties further agree that in the event any part or parts of the plans or schedules are illegible or conflict with the original plan from which a copy was made, the original plan shall prevail.

## **ARTICLE 18 - SEVERABILITY**

### **18.01 Severability**

If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall attach only to such provision and shall not affect any or all other provisions of the Agreement. The remaining provisions of this Agreement or the application thereof to other

circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

## **ARTICLE 19 - REGISTRATION**

### **19.01 Registration of an Agreement**

This Agreement may be registered against the Lands described in Schedule "A" attached to and forming part of this Agreement.

## **ARTICLE 20 - SUCCESSOR OBLIGATIONS**

### **20.01 Successor Obligations**

The Developer agrees that OPUCN may enforce the provisions of this Agreement against the Developer and, subject to the Land Titles Act, against any and all subsequent owners or permitted assigns. The Developer shall deliver to OPUCN an acknowledgement by a purchaser of all or any portion of the Lands that the purchaser has received actual notice of this Agreement and agrees to be bound by all of the terms and conditions hereof, failing which, any such transfer or conveyance shall be void.

## **ARTICLE 21 - TIME IS OF THE ESSENCE**

### **21.01 Time is of the Essence**

Time shall be of the essence in this Agreement.

## **ARTICLE 22 - TERMINATION**

### **22.01 Termination of Agreement and Obligations**

This Agreement and the respective obligations of the Developer and OPUCN shall terminate in the event that the Plan is not registered within twelve (12) months of the date of this Agreement.

### **ARTICLE 23 - HEADINGS**

#### **23.01 Headings**

The headings to the sections of this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and conditions of this Agreement.

### **ARTICLE 24 - ESTOPPEL**

#### **24.01 Estoppel**

No party to this Agreement shall call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of OPUCN to enter into this Agreement or to enforce each and every covenant and condition contained herein and this Agreement may be pleaded as an estoppel against any other party in such proceedings.

### **ARTICLE 25 - ENTIRETY**

#### **25.01 Entirety**

This Agreement and all attached schedules constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement save and except as specifically set forth herein.

**IT IS DECLARED AND AGREED** that this Agreement and the covenants, provisos, conditions and schedules herein contained shall enure to the benefit of and be binding upon the respective successors or assigns of each of the Parties hereto.

**IN WITNESS WHEREOF** the Parties hereto have executed this document

•

Per:

\_\_\_\_\_  
Name-

\_\_\_\_\_  
Position-



Per: \_\_\_\_\_  
Name-  
Position-

We have authority to bind the corporation

**OSHAWA PUC NETWORKS INC.**

Per: \_\_\_\_\_  
Name-  
Position-

Per: \_\_\_\_\_  
Name-  
Position-

We have authority to bind the corporation

**SCHEDULE “A”**

**LEGAL DESCRIPTION OF LANDS**

Parcel Plan -1, Section M- , being Lots 1 to **XX** both inclusive and Blocks **XX** to **XX** both inclusive, Plan , City of Oshawa, Regional Municipality of Durham.

**SCHEDULE “B”**

**LOT DEVELOPMENT PLAN**

**SCHEDULE “C”****EXPANSION FACILITIES and CONNECTION ASSETS**

OPUCN is responsible for the preliminary planning, design and engineering specifications of the work required to supply electrical distribution system services.

All Expansion Facilities and Connection Assets shall be constructed in accordance with OPUCN’s “Distribution Specifications” and all applicable municipal, provincial and federal bylaws and legislation.

Expansion Facilities will include three basic elements of infrastructure to be installed or constructed. The three elements are, infrastructure required within the Plan of Subdivision, infrastructure required specific to the area and the associated upstream infrastructure required plus any other associated costs as determined by OPUCN

**Specifications for Infrastructure Within Plan of Subdivision**

Primary Distribution Voltage	_____
Secondary Servicing Voltage	_____
Number of Switchgear Units	_____
Number of Pad-mounted Junctions	_____

**Upstream Infrastructure**

Charges have been established using historical costs associated with upstream costs and are calculated on a \$ per kW basis.

**Connection Assets**

Secondary Services to be connected	_____
Streetlight Services to be connected	_____
Number of Transformers	_____

Developer’s Capital Contribution \$ \_\_\_\_\_

Broken down into:

Developer’s Letter of Credit \$ \_\_\_\_\_

Developer’s Cash Payment \$ \_\_\_\_\_  
(Upstream Capital Improvement Cost)



**SCHEDULE "D"****IRREVOCABLE STANDBY LETTER OF CREDIT**

## Letter of Credit

[Name and Address of Issuing Bank]

APPLICANT:           **[Name of Developer]**

BENEFICIARY:       Oshawa PUC Networks Inc.

We hereby authorize you to draw on the [ISSUING BANK] for the account of **[Name of Developer]**, up to an aggregate amount of Cdn. \$● available on demand as follows:

Pursuant to the request of our Customer, **[Name of Developer]**, we [NAME AND ADDRESS OF THE ISSUING BANK], hereby establish and give to you an irrevocable Letter of Credit in your favour in the total amount of Cdn. \$● which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have a right as between yourself and our said Customer to make such demand and without recognizing any claim of our said Customer.

Provided, however, that you are to deliver to [NAME AND ADDRESS OF THE ISSUING BANK] at such time as written demand for payment is made upon us, a certificate signed by you agreeing and/or confirming that monies drawn pursuant to this letter of credit will be retained and used by you to meet our Customer's obligations incurred or to be incurred in connection with an Agreement dated ●, between **[Name of Developer]** and Oshawa PUC Networks Inc. (the "Agreement").

The amount of this letter of credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This letter of credit will expire at our counters on ●, subject to the following condition. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date thereof unless at least thirty (30) days prior to such expiry date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw the full amount secured under this Letter of Credit by means of your demand accompanied by your written certificate confirming that the amount drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement.

Partial drawings are permitted.

We hereby issue this standby letter of credit in favour subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision, International Chamber of Commerce, Paris, France, Publication No. 500).

We hereby agree that drawings under this Letter of Credit will be duly honoured upon presentation, and shall state that they are drawn under [NAME AND ADDRESS OF THE ISSUING BANK] Letter of Credit No. • and dated •.

---

Authorized Signature

---

Authorized Signature

**SCHEDULE “E”****FEE FOR SERVICES OF OPUCN**

The Developer will be responsible for the costs of applicable inspection, testing and approvals, as well as the cost of final connection of the Expansion Facilities to OPUCN’s existing distribution system and the connection of Connection Assets inside the transformers.

OPUCN rates are:

Engineering Approvals	\$ xx.xx per hour
Testing and Connections	\$xxx.xx per hour
Field Inspections	\$ xx.xx per hour
Administration	10% on above totals

::ODMA\PCDOCS\CCT\417403\2



## APPENDIX G

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – G
<b>Conditions of Service</b>	<b>Issue Date:</b> April 7, 2003 <b>Review Date:</b> April 7, 2003
<b>Connection Agreement – Offer to Connect</b>	

See attached document.

**Oshawa PUC Networks Inc.**

**Connection Agreement –**

**Offer to Connect**

**OPUCNCON2003-**

**This Connection Agreement - Offer to Connect Dated:** \_\_\_\_\_

**Between:**

**Oshawa PUC Networks Inc.**, a corporation incorporated pursuant to the laws of the Province of Ontario, hereinafter referred to as “OPUCN”

**-and-**

\_\_\_\_\_, a corporation incorporated pursuant to the laws of the Province of Ontario, or any person, hereinafter referred to as the “Developer”.

**Whereas** the Developer intends to develop lands within the municipality of Oshawa, in which the Developer is the registered and beneficial owner of the lands described in Appendix “A” of this Connection Agreement – Offer to Connect (the “Proposed Development”), and therefore requires a connection to the electrical distribution system owned by OPUCN;

**And Whereas** OPUCN has agreed to design the connection to its electrical distribution system in order to supply electrical power to the Proposed Development and the Developer has agreed to pay OPUCN the costs outlined by OPUCN under this Connection Agreement – Offer to Connect associated with OPUCN's work in accordance with the terms and conditions described herein;

**Now Therefore** in consideration of the mutual covenants contained herein and for other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada by each to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows;

**CONNECTION AGREEMENT – OFFER TO CONNECT**

The Connection Agreement – Offer to Connect is an offer to connect until such time as the Developer and OPUCN execute the Offer to Connect - Accept at which time this document becomes a Connection Agreement.

Schedules A – E shall be attached and shall form a part of this Connection Agreement – Offer to Connect.

## **OFFER TO CONNECT**

### **1. Connection Assets**

The planning and engineering data provided by the Developer to OPUCN has been used to prepare preliminary electrical servicing plans, and a proposed description of material and labour, for the electrical connection to the Proposed Development that meet OPUCN's connection requirements. These preliminary electrical servicing plans are described at Appendix "B". As part of this Connection Agreement – Offer to Connect, OPUCN shall prepare one set of preliminary electrical servicing plans and a proposed description of material and labour. Thereafter any additional estimate(s) shall be at the expense of the Developer.

### **2. Required Capital Contribution**

OPUCN's charge for the connection of the Proposed Development to the existing electric distribution system, described in the enclosed electrical servicing plans (Appendix "B"), is \$xxx,xxx.xx.

The charge is based on the total capital cost of connecting the existing distribution system to the ownership demarcation point as determined in accordance with OPUCN's Conditions of Service. The following is the breakdown of capital costs utilized in the estimate:

Engineering	\$ xx,xxx.xx	
Labour and Equipment	\$ xx,xxx.xx	- subject to alternative bid
Material	\$ xx,xxx.xx	- subject to alternative bid
Administration	\$ xx,xxx.xx	
TOTAL	\$xxx,xxx.xx	

### **3. Capital Contribution Summary**

Total Capital Contribution Required From \$ xx,xxx.xx  
Developer:

### **4. Nature of Offer**

This is a firm offer. The offer is valid for a period of six (6) months.

The Developer must confirm this Connection Agreement – Offer to Connect and the conditions under which to proceed by signing two copies of the appropriate option, set out in the Offer to Connect-Accept (Appendix "C"). The copies of the Offer To Connect - Accept must be returned within ninety (90) calendar days from the date of this Connection Agreement - Offer To Connect. Both copies are to be returned to OPUCN for signature. One fully executed copy will be returned to the Developer within seven (7) calendar days of receipt by OPUCN.

By accepting Option 1, the Developer is authorizing OPUCN to plan for the installation of the connection assets and for OPUCN to order material and begin construction of the connection. Once

such material is ordered by OPUCN, the Developer will be responsible for the cost of the material, and associated OPUCN labour costs, unless otherwise advised by OPUCN. Where Option 1 is chosen, OPUCN and the Developer agree to carry out their respective responsibilities as set out in Appendix "D".

By accepting Option 2, the Developer is informing OPUCN that the Developer will retain an OPUCN qualified contractor to order material and begin construction of the connection. Where Option 2 is chosen, OPUCN and the Developer agree to carry out their respective responsibilities as set out in Appendix "E".

## **5. Alternative Bids**

Where the Developer has chosen Option 2, the Developer may obtain alternative bids and retain an OPUCN qualified contractor for all work which does not involve existing circuits related to the connection assets as shown in the electrical servicing plans at Appendix "B". The Developer will be responsible for purchasing and installing all of the material, including supplying the equipment, listed in Appendix "B" in accordance with OPUCN Distribution Specifications.

The Developer will be responsible for the costs of applicable inspection, testing and approvals noted above as well as the cost of final connection to OPUCN's existing distribution system. OPUCN will complete or cause to be completed the final inspection and testing. The Developer will provide OPUCN with ten (10) business days notice in advance of when inspection, testing or approval is required to commence. OPUCN shall make best efforts to commence testing, inspection and/or approval as applicable after receiving notice but shall in no way be held liable for a delay in the commencement of inspection, testing or approval.

OPUCN rates are as follows:

Engineering Approvals	\$ xx.xx per hour
Testing and Connections	\$xxx.xx per hour
Field Inspections	\$ xx.xx per hour
Administration	10% on above totals

## **6. Miscellaneous**

Should the Developer choose Option 2 and choose to pursue alternative bids for the connection and retain an OPUCN qualified contractor, copies of OPUCN's planning, engineering and design specifications contained in OPUCN's Distribution Specifications, as referenced in Section 5 above, will be made available to the Developer on a per fee basis.

An OPUCN qualified contractor is a contractor whose name is contained on the OPUCN approved contractor list at the time the Developer returns the Offer to Connect - Accept.

A complete set of OPUCN Conditions of Service are available for review at the OPUCN office at 100 Simcoe Street South, from the OPUCN website [www.opuc.on.ca](http://www.opuc.on.ca), or in hard copy on a per fee basis. Further information is included at OPUCN's Conditions of Service section OPUCNCOS 210-00 Connections, and 210-01 Building That Lies Along.

AUTHORIZATION

**IN WITNESS WHEREOF** the Parties hereto have executed this document

•

Per: \_\_\_\_\_  
Name-  
Position-

Per: \_\_\_\_\_  
Name-  
Position-

We have authority to bind the corporation

**OSHAWA PUC NETWORKS INC.**

Per: \_\_\_\_\_  
Name-  
Position-

Per: \_\_\_\_\_  
Name-  
Position-

We have authority to bind the corporation

## **APPENDIX “A”**

Description of Lands  
upon which the Proposed Development will take place

## **APPENDIX “B”**

Preliminary electrical servicing plans

## APPENDIX "C"

### Offer to Connect - Accept

Development

\_\_\_\_\_ (name of development)

#### **Option 1 - Distributor Constructed**

I waive my right to obtain alternative bids for the construction of the connection assets required for the Proposed Development. I agree to the Connection Agreement - Offer To Connect and to be bound by its terms and conditions, and I am bound as well by Oshawa PUC Networks Inc.'s Conditions of Service in effect and as amended from time to time.

\_\_\_\_\_  
(developer name)

Per: \_\_\_\_\_  
(name, title)

Date: \_\_\_\_\_  
We have authority to bind the Corporation.

#### **Option 2 - Developer Constructed**

I will be obtaining alternative bids and retaining an OPUCN qualified contractor for the construction of the connection assets at the Proposed Development. I agree to be bound by the terms and conditions of this agreement, and I am bound by Oshawa PUC Networks Inc.'s Conditions of Service in effect and as amended from time to time.

\_\_\_\_\_  
(developer name)

Per: \_\_\_\_\_  
(name, title)

Date: \_\_\_\_\_  
We have authority to bind the Corporation.



## **APPENDIX “D”**

### **Option 1 OPUCN Constructed**

#### **OPUCN Responsibilities - General**

1. Design and construct the connection assets for the electric connection of the Proposed Development to the existing distribution system.
2. Order or reserve the necessary material for the connection assets upon receipt of this signed agreement, with Option 1 selected, and receipt of the required capital contribution as described in this document. OPUCN shall not be held liable to the Developer for any delay in the delivery of electric material components.
3. Co-ordinate installation of telecommunication and natural gas plant jointly with the electric distribution system, where applicable.
4. Invoice the telecommunication companies directly for their portion of the installation cost.
5. Operate and maintain the connection assets up to the ownership demarcation point at no further cost to the Developer immediately after such time as the installation of the electric connection assets are completed and energized, curb and driveway cuts are in place, boulevards are graded to final grade and all development construction is completed.

#### **Developer Responsibilities - General**

1. Pay the required capital contribution in full before any material is ordered or any work commences.
2. Provide additional security to OPUCN, if requested, to cover any unforeseen additional costs such as those associated with construction in frozen ground.
3. Identify lot lines and other reference points and provide the necessary staking for the installation of the electric connection assets and telecommunication facilities. The staking shall be in accordance with OPUCN layout drawing shown in Appendix “B”.
4. Be responsible for and indemnify OPUCN for all liability, claims, demands and costs to OPUCN because of incorrect staking of trench lines and location of other services or as a result of negligent or incorrect statements of the Developer.
5. Provide location stakeout of any other services in possible conflict with the electrical plant.
6. Provide unobstructed access to and along the proposed connection asset route.
7. Provide clearance and grading of the connection asset route to within 150 mm of final levels prior to construction of the electrical plant.
8. Provide location of driveways, curb cuts and walkways, well in advance of installation of the connection assets and locate the edge of driveway. Any relocation of connection assets or electrical plant will be at the expense of the Developer.
9. Defer sodding, sidewalk installations and final paving until after the connection assets are installed.
10. Be responsible for the replacement of the paving, sodding, or fill disturbed during the installation of the connection assets.

11. Be responsible for all costs incurred by OPUCN due to vandalism, the removal of, disturbance of, or damage to OPUCN stakes and electric plant components.
12. Own, operate and maintain the electrical service from the ownership demarcation point to the building or facility at no further cost to OPUCN, immediately after such time as the installation of the electric connection assets are completed and energized.
13. Be bound by OPUCN's "Conditions of Service" in effect and as amended.
14. Ensure a copy of this Connection Agreement - Offer to Connect is forwarded to Developer's electrician prior to any project construction.
15. Subject to the requirements of OPUCN, supply will be connected after receipt of:
  - (a) Customer billing address information and deposit for distribution services
  - (b) Approval(s) from the Electrical Safety Authority.
16. This Connection Agreement – Offer to Connect shall terminate within **[insert date as applicable]**.

#### **Developer / OPUCN Responsibilities - Specific**

Amperes	Nominal Voltage	Phase	Wire	Demand Expected	Inrush Amps	Expected In Service
---------	--------------------	-------	------	--------------------	----------------	------------------------

General Rate

1. OPUCN shall supply and install a 000 kVA pad-mounted transformer to be located on the Developer's property at a location suitable to the Developer and OPUCN, the primary cable from the OPUCN supply pole to the transformer, the precast concrete transformer base complete with grounding.
2. The Developer shall supply and install the secondary service cables (max. size 500 kcmil per cable) from the electrical room to the pad mounted transformer, 4-100 mm Dia. PVC ducts from the transformer base to the property line in the direction of the supply pole and 1-50 mm Dia. PVC duct from the pad-mounted transformer to the electrical room.
3. OPUCN shall make the final connections to the OPUCN electric distribution system.
4. OPUCN shall supply an outdoor meter enclosure for installation by the Developer.
5. OPUCN shall supply and install the electric metering equipment.

## **APPENDIX “E”**

### **Option 2 Developer Constructed**

#### **OPUCN Responsibilities - General**

1. Review, modify and approve the construction drawing, and material list and their specifications, of the connection assets for the electric connection of the proposed development to the existing distribution system.
2. Within specified time frames provide final settlement of account with the Developer and reduce any securities as per the applicable sections of this agreement.
3. When required, provide inspection services, testing, final connections and commissioning, at the Developer's expense as per Schedule “B” during construction phases of the connection assets. OPUCN rates are:

(a) Engineering Approvals	\$ xx.xx per hour
(b) Testing and Connections	\$xxx.xx per hour
(c) Field Inspections	\$ xx.xx per hour
(d) Administration	10% on above totals
4. Assume full ownership of, and responsibility for, the connection assets up to the ownership demarcation point. Any costs associated with the connection assets during the two year warranty period will be paid for by the Developer.
5. Return the letter of credit to the Developer after the two year warranty period, which begins upon energization of connection assets.

#### **Developer Responsibilities - General**

1. Provide back to OPUCN two (2) original signed Connection Agreement - Offer to Connect documents outlining the Developer's acceptance of Option 2, along with the capital costs as outlined in Section 3 of this document in the form of a letter of credit. The letter of credit will be in a form approved by OPUCN.
2. Provide construction drawings and material list, with specifications, for review by OPUCN.
3. Be responsible for selecting, hiring and paying the Developer's contractor's costs and assume responsibility for that aspect of the Proposed Development as well as for contract administration.
4. Construct the connection assets for the electric connection of the proposed development to the existing distribution system, in accordance with OPUCN material specifications and installation requirements. OPUCN will make the actual connection to the existing distribution system.
5. Arrange for all inspections with reasonable notice to OPUCN. An OPUCN inspector must be present at all times during construction of the connection assets.
6. Post security as required by OPUCN to cover any costs associated with work completed on the distribution system.
7. Warrant against material defect and defective workmanship for a period of two years.

8. Pay all actual invoices as billed for costs incurred by OPUCN to perform its obligations under the terms of this Connection Agreement – Offer to Connect, i.e. inspection, testing, final connection, and commissioning.
9. Own, operate and maintain the electrical service from the ownership demarcation point to the building or facility at no further cost to OPUCN, immediately after such time as the installation of the electric connection assets are completed and energized.
10. Be bound by OPUCN's "Conditions of Service" in effect and as amended.
11. Ensure a copy of this Connection Agreement - Offer to Connect is forwarded to Developer's electrician prior to any project construction.
9. Subject to the requirements of OPUCN, supply will be connected after receipt of:
  - (a) Customer billing address information and deposit for distribution services
  - (b) Approval(s) from the Electrical Safety Authority

### **Developer / OPUCN Responsibilities - Specific**

Amperes	Nominal Voltage	Phase	Wire	Demand Expected	Inrush Amps	Expected In Service
---------	--------------------	-------	------	--------------------	----------------	------------------------

#### **General Rate**

1. The Developer shall supply and install a 000 kVA pad-mounted transformer to be located on the Developer's property at a location suitable to the Developer and OPUCN, the primary cables from the OPUCN supply pole to the transformer, the precast concrete transformer base complete with grounding and an outdoor meter enclosure.
2. The Developer shall terminate the primary cable at the OPUCN designated supply pole in a manner compatible with the OPUCN Distribution Specifications.
3. The Developer shall supply and install the secondary service cables (max. size 500 kcmil per cable) from the electrical room to the pad mounted transformer, 4-100 mm Dia. PVC ducts from the transformer base to the property line in the direction of the supply pole and 1-50 mm Dia. PVC duct from the pad-mounted transformer to the electrical room.
4. OPUCN shall complete the primary cable installation on the designated supply pole and make the final connections to the OPUCN electric distribution system.
5. OPUCN shall supply and install the electric metering equipment.

## APPENDIX H

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – H
<b>Conditions of Service</b>	<b>Issue Date:</b> October 15, 2002
<b>Metering and Billing Dispute Policy</b>	<b>Review Date:</b> November, 2003

### 1. Procedure

- 1.1 Any dispute between OPUCN and the *Customer* shall first be referred to the department in charge of the service. Staff shall attempt to resolve the dispute with the *Customer* as amicably as possible in compliance with the policies and procedures of OPUCN.
- 1.2 A copy of OPUCN's relevant policy will be made available to the *Customer*. The *Customer* must be assured that the policies of OPUCN are within the guidelines mandated by the *Ontario Energy Board*. The relevant sections of the *OEB* codes which may assist in the dispute resolution will also be made available to the *Customer*.
- 1.3 If staff cannot resolve the dispute, then the *Customer* will be referred to the manager of the department in charge of the service. The manager shall attempt in good faith to resolve the dispute.
- 1.4 On matters regarding regulatory affairs, the assistance of OPUCN's regulatory affairs advisor will be requested to ensure that the utility is operating within the guidelines of the codes.
- 1.5 If the department manager, or regulatory affairs advisor cannot resolve the dispute the matter will be directed to the Divisional Head. The process outlined in OPUCNCOS-180-00 subsection 3.3 will apply.

### 2. Meter Disputes

OPUCN will investigate all known or possible meter accuracy problems to ensure the following:

- The problem is corrected promptly, when an actual metering problem is discovered.
- That all *Customers* are billed accurately and fairly.
- That OPUCN recovers all revenues owed to it.

The utility will inform the *Customer* of the assistance provided by *Measurement Canada* in a dispute investigation. *Measurement Canada* has jurisdiction, under the federal *Electricity and Gas Inspection Act*, in a dispute between the utility and its *Customer* where the condition or registration of a meter or metering installation is in question. Typically, *Measurement Canada* will verify the accuracy of the meter and/or the metering installation, meter and billing multipliers used and the application of the rate structures. Once *Measurement Canada* becomes involved, the provisions of the federal Act take precedence over any provincial requirements.

### **3. Dispute Involvement Charge**

If a *Customer* initiates a dispute investigation with *Measurement Canada*, the utility will charge the *Customer* for costs incurred by the utility relating to the dispute investigation, if *Measurement Canada* dismisses the dispute.

### **4. Billing Errors**

Where a billing error, from any cause, has resulted in a consumer being over billed, and where *Measurement Canada* has not become involved in the dispute, the utility will credit the *Customer* with the amount erroneously billed. The credit will be the amount erroneously billed for up to a six-year period. Where the billing error is not the result of the utility's standard documented billing practices, the utility will pay interest on the amount credited to the relevant party equal to the prime rate charged by the utility's bank.

Where a billing error, from any cause has resulted in a *Customer* being under billed, and where *Measurement Canada* has not become involved in the dispute, the utility will charge the *Customer* with the amount that was not previously billed. In the case of an individual residential *Customer* who is not responsible for the error, the allowable period of time for which the *Customer* may be charged is two years. For non-residential *Customers* or for instances of wilful damage, the relevant time period is the duration of the defect.

The utility is responsible for advising the *Customer* of any meter error and its magnitude and of his or her rights and obligations under the *Electricity and Gas Inspection Act* (Canada).

## 5. References

- *Electricity and Gas Inspection Act* and Regulations
- *Retail Settlement Code*, Section 7.7
- *Distribution System Code*, Section 5.3.12
- Electricity Distribution *Rate Handbook*, Chapter 9, Sections 9.3.8 and 9.3.9

----- End of Document -----

## APPENDIX I

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – I
<b>Conditions of Service</b>	<b>Issue Date:</b> April 7, 2003 <b>Review Date:</b> April 7, 2003
<b>Distribution Services Agreement</b>	

### Implied Contract

In all cases, the taking and using of electrical energy from OPUCN by a *Customer* constitutes the acceptance of the terms and conditions of all regulations, conditions and rates as established by OPUCN. The *Customer*, so accepting, shall be liable for payment for such energy and the said contract shall be binding upon the said *Customer's* heirs, administrators, executors, successors and/or assigns.

### Specific Conditions

The *Customer* agrees to abide by the Conditions of Service as stated in this document, in effect and amended from time to time.

The *Customer* further agrees to the following specific conditions:

1. pay OPUCN for the distribution services used by the customer at the location within OPUCN's service territory from the date distribution services are first used by the *Customer* until such time that the *Customer* no longer requires the service; and
2. to commence payment in accordance with the approved rates prescribed attributed to the appropriate rate class to which the service applies, on or before the due date shown on the first account rendered and to pay all accounts either monthly or bi-monthly or as specified, thereafter.



## General Conditions

### Space and Access:

The *Customer* agrees to provide suitable space for OPUCN's *Distribution System* equipment and any other equipment owned by OPUCN on the *Customer's* premises and further agrees that no one who is not an agent of OPUCN shall be permitted to remove, inspect or tamper with same, including seals and that the properly authorized agents of OPUCN shall have reasonable access to the *Customer's* premises for the purpose of reading, examining, preparing or removing OPUCN's *Distribution System* equipment and any other equipment owned by OPUCN and for the inspection of all of the *Customer's* appliances and wiring.

### Responsibility for Equipment:

OPUCN's *Distribution System* equipment and any other equipment owned by OPUCN on the *Customer's* premises shall be in the care and at the risk of the *Customer* and if destroyed or damaged by fire or any other cause whatsoever other than normal wear and tear, the *Customer* shall pay to OPUCN the value of such *Distribution System* equipment and any other equipment owned by OPUCN, or the cost of repairing or replacing same.

### Disconnection:

The *Customer* hereby expressly authorizes and empowers OPUCN at its option to remove *Distribution System* equipment and any other equipment owned by OPUCN and discontinue the supply of electricity and terminate this agreement whenever any bills for the said service are in arrears or upon violation by the *Customer* of any of the terms and conditions of this agreement.

### Reliability:

OPUCN agrees to utilize reasonable diligence in providing a regular and uninterrupted service but does not guarantee a constant service or the maintenance of unvaried frequency of voltage and will not be liable in damages to the customer by reason of any failure in respect thereof. It is the *Customer's* responsibility to provide the necessary protection for *Customer* owned equipment from voltage variations, transients and single phasing.

#### Conditions of Service:

The *Customer's* electrical service must be supplied with electrical energy in accordance with OPUCN's Conditions of Supply.

#### Binding:

This agreement shall not be binding upon OPUCN until accepted by it through a designated officer and shall not be modified or affected by any promise, agreement or representation by any agent or employee of OPUCN unless incorporated in writing into this agreement prior to such acceptance.

#### Maintenance Requirements:

The *Customer* shall maintain the electrical service in an efficient and safe condition with proper devices, according to the rules and regulations of the Electrical Safety Authority. If the electrical service is found to be inadequate, the supply of electricity shall be suspended until such time as the above requirements are complied with.

#### Security Deposit:

OPUCN reserves the right to require security for payment of future charges.

#### Termination:

This agreement shall continue in force until terminated by notice in writing given by either party hereto thirty (30) days in advance of termination.

#### Successors:

It is agreed hereto by the *Customer* that this agreement shall be binding upon their successors or assigns and that vacating the premises provided with electrical distribution services covered under this agreement shall not release the *Customer* from this agreement except at the option and by written consent of OPUCN.

#### Approval of Equipment:

All electrical and mechanical equipment such as motors and welders utilized by the *Customer* shall be subject to the reasonable approval of

OPUCN and the *Customer* shall so take and use the electrical energy as not to endanger the *Distribution System* or cause any wide or abnormal fluctuations of its line voltage. Where practical, equipment with the highest power factor should be chosen and motors should be sized to match the load. Equipment performance characteristics shall be in compliance with OPUCN's Conditions of Supply.

#### Fire or Other Casualty

In case fire or other casualty occurs in the *Customer's* premises, rendering the premises wholly unfit for occupancy, the supply of electricity shall thereupon be suspended until such time, within said contract period, as the writing shall have been repaired and approved by the Electrical Safety Authority.

## APPENDIX J

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – J
<b>Conditions of Service</b>	<b>Issue Date:</b> April 7, 2003 <b>Review Date:</b> April 7, 2003
<b>Permanently Connected Emergency Back-up Information</b>	

The *Customer* shall ensure that the *Customer's emergency back-up* energy supply does not parallel with OPUCN's *distribution system*, nor back-feed into it. There shall be proper interface protection between the *Customer's* electrical circuits and OPUCN's *distribution system*. Any *Customer emergency back-up energy* supply cannot be installed in a manner which would adversely affect OPUCN's *distribution system*. See OPUCN COS 230-6

**Customer Name:** \_\_\_\_\_

**Main Contact Name:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Service Address:** \_\_\_\_\_

(Location of Emergency Back-up Energy Supply)

**Main Service Switch Size** \_\_\_\_\_

(voltage)

(amperes)

**kVA Capacity of Generator:** \_\_\_\_\_

**Type of Transfer Switch Used:** \_\_\_\_\_

(auto)

(manual)

**Interface Protection:**

**Type:** \_\_\_\_\_

**Manufacture:** \_\_\_\_\_

**ESA Inspection Number:** \_\_\_\_\_

## APPENDIX M

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – M
<b>Conditions of Service</b>	<b>Issue Date:</b> April 7, 2003 <b>Review Date:</b> April 7, 2003
<b>Unmetered Connection Agreement</b>	

See Appendix I

## APPENDIX N

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – N
<b>Conditions of Service</b>	<b>Issue Date:</b> April 8, 2003 <b>Review Date:</b> April 8, 2003
<b>Sample Service Agreement for a Retailer</b>	

See attached sample agreement.

**SERVICE AGREEMENT  
BETWEEN  
OSHAWA PUC NETWORKS INC. (DISTRIBUTOR)  
AND  
----- (RETAILER)**

**APPENDIX C - SERVICE AGREEMENT  
RETAIL SETTLEMENT CODE**

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## SERVICE AGREEMENT

This Service Agreement made this 13th day of February, 2002 **BETWEEN Oshawa Puc Networks Inc.**, a distributor licensed by the Ontario Energy Board (the “Distributor”)

**AND** \_\_\_\_\_, a retailer licensed by the Ontario Energy Board (the “Retailer”)

From time to time, the Retailer and the Distributor shall be individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

**WHEREAS** the Retailer wishes to retail electricity to consumers in the service area of the Distributor and utilise retail settlement services offered by the Distributor; and

**WHEREAS** the Distributor is required by Chapter 12 of the Retail Settlement Code to enter into a Service Agreement with each retailer licensed by the Ontario Energy Board (the “Board”) who wishes to retail electricity to consumers in the service area of the Distributor and utilise retail settlement services offered by the Distributor; and

**WHEREAS** the form of this Agreement is an Appendix to the Retail Settlement Code, has been approved by the Board, and may not be waived, altered, amended or modified, except as provided herein or as authorized by the Board,

**NOW THEREFORE** for and in consideration of the covenants and conditions hereinafter set forth, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties mutually agree as follows:

# ARTICLE 1 - Interpretation

## Article 1.1 Definitions

Unless otherwise defined in this Agreement, words and phrases shall have the meaning ascribed to them in the *Ontario Energy Board Act*, 1998, S.O. 1998, c. 15, Schedule B, the *Electricity Act*, 1998, S.O. 1998, c.15, Schedule A, or the Retail Settlement Code as the case may be.

In this Agreement:

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

“Agreement” means this agreement, all exhibits and appendices referenced herein and attached hereto and all other documents incorporated by reference pursuant to the terms hereof;

“Business Day” means any day that is not a Saturday, Sunday or statutory holiday as defined in the Province of Ontario;

“Confidential Information” means all confidential information concerning the business, operations, financing and affairs of the Parties, including without limiting the generality of the foregoing, the following:

- (a) all trade secrets and know-how of either Party;
- (b) all information relating to either Party or to any person with which either Party does business and which is not generally known;
- (c) a Party’s customer’s list and records;
- (d) a Party’s marketing, pricing and sales policies, techniques and concepts;
- (e) the habits and preferences of a Party’s customers and prospective customers; and
- (f) a Party’s financial records;

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

“person” means an individual, partnership, corporation, association, or other incorporated or unincorporated organization or legal entity;

“Retail Settlement Code” or “Code” means the Retail Settlement Code approved by the Board.

## 1.2 Sections and Headings

The division of this Agreement into Articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## 1.3 Number and Gender

Words importing the singular include the plural and vice versa.

## Article 2 - Purpose and Scope and Term

All appendices referenced in this Agreement and attached hereto shall be considered part of this Agreement and incorporated herein.

### Article 2.1 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and cancels and supersedes any prior understanding and agreements between the Parties with respect to the same.
- (b) The Parties are bound by the terms set forth in this Agreement and incorporated by reference.
- (c) A reference to a document or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision of that document.
- (d) Notwithstanding any provision or agreement to the contrary, the Parties agree that they are bound by the terms of the Retail Settlement Code as amended from time to time and agree that the Retail Settlement Code forms part of this Agreement.

### Article 2.2 Relationship of the Parties

- (a) Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool or, syndicate or agency between the parties. No provision contained herein shall be construed as authorizing or empowering either Party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf, or in the name, of the other Party in any manner, or to make any representation, warranty or commitment on behalf of the other Party, except as shall be provided for herein.
- (b) Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers.

### Article 2.3 Term of Agreement Effective Date

The term of this Agreement shall commence on the date of execution of this Agreement by the last Party to execute the Agreement (the “Effective Date”).

### Article 2.4 Termination

- (a) **Mandatory Termination**  
This Agreement shall terminate on the earlier of:
  - (i) the date the Retailer informs the Distributor that it no longer is operating as a retailer in the Distributor’s service territory;
  - (ii) the date of suspension, revocation, cancellation, or non-renewal of the Retailer’s licence.
- (b) **Permissive Termination**  
Either Party shall have the option to terminate (the “Terminating Party”) if either Party materially defaults in the payment or performance of any material obligation provided for in this Agreement (“Event of Default”). Where an Event of Default has occurred, the Terminating Party may give notice, in accordance with section 7.5, setting out details of the Event of Default. The Agreement shall terminate after 10 Business Days have elapsed from the giving of notice by the Terminating Party, unless the other Party gives notice within that time period, in accordance with section 7.5, that the Event of Default has been rectified. If the Terminating Party does not accept the actions taken by the Defaulting Party to rectify the Event of Default, either Party may seek a conclusive determination of the issue in accordance with Article 6 of this Agreement.
- (c) Articles 5 and 6 and section 7.5 survive the termination of this Agreement.

## **Article 3 - Security Arrangements**

### **Article 3.1 Type of Security**

The Distributor shall, in accordance with the Retail Settlement Code, accept any of the type or types of security which the Retailer chooses to provide from the types of security listed in the first paragraph of section 8.3 of the Retail Settlement Code. The Distributor may refuse the security proposed by the Retailer based on the quality of the security which the Retailer proposes to provide. The Distributor may not act unreasonably or in a discriminatory manner in refusing the security proposed by the Retailer.

### **Article 3.2 Details of Security Arrangements**

Appendix B to this Agreement shall contain the following information:

- (a) the frequency with which the Distributor intends to update the amount of security required which, in accordance with the Retail Settlement Code, shall be at least every three months;
- (b) a description of the type or types of security that will be provided by the Retailer;
- (c) contact information for any financial or other institutions involved in the security arrangements;
- (d) a listing of any legal documents such as a surety bond or letter of credit related to the security arrangements; and
- (e) any other terms and conditions related to security arrangements negotiated between the Distributor and the Retailer in addition to the matters referred to in this Agreement.

## Article 4 - Financial Arrangements

### Article 4.1 Billing

- (a) If the Retailer chooses distributor-consolidated billing and the Distributor is not providing rate-ready billing to the Retailer, the Retailer shall provide bill-ready information to the Distributor within the time period established by the Distributor and set out in Appendix C to this Agreement. If bill-ready information is not provided by the Retailer within the time period set out in Appendix C, the Distributor may send a bill to the Retailer's consumer covering all charges for non-competitive electricity services. A distributor shall continue to issue settlement statements in accordance with section 7.2.1 of the Retail Settlement Code in order to collect the cost of competitive electricity services calculated according to Chapter 3 of the Retail Settlement Code. The Retailer remains liable to the Distributor for all charges for competitive electricity services incurred by the Distributor on behalf of the Retailer.
- (b) Where the Retailer chooses distributor-consolidated billing, the Distributor shall include, with the first bill submitted by the Distributor to the Retailer for monies owed to the Distributor, the following information:
  - (i) a summary of the Distributor's meter reading practices by customer category;
  - (ii) a list of languages in which the distributor provides billing service;
  - (iii) a statement of the number of days following the meter reading date within which an invoice will be issued to the Retailer with respect to those consumers whose meters were read;
  - (iv) a summary of all charges that will be itemized by consumer account on the invoice presented by the Distributor to the Retailer;
  - (v) summary of charges for which the Distributor will bill the Retailer according to a different schedule than that described above or that will not be itemized by consumer account, in accordance with the Rate Handbook and sections 7.1.1, 7.2.1 and 7.3.1 of the Retail Settlement Code.
- (c) Where any of the information described in clause (b) changes, the Distributor shall inform the Retailer of the change with the first bill submitted by the Distributor to the Retailer subsequent to the change.

### 4.2 Payment

- (a) Payments from each Party to the other Party shall be made in accordance with the Code. The Distributor and the Retailer shall set out the information necessary for payment to each Party in Appendix D to this Agreement.
- (b) The form and details of payment shall be in accordance with the specific arrangements negotiated between the Parties and set out in Appendix E and shall include the number of Business Days following the issuance of an invoice that payment is due.

## Article 5 - Confidential Information

### 5.1 Confidentiality

- (a) Each Party acknowledges and agrees that:
  - (i) all Confidential Information which is furnished to them by or with the concurrence of the other Party or to which they become privy, is furnished to them in confidence;
  - (ii) at all times they shall keep the Confidential Information in the strictest of confidence;
  - (iii) they shall not disclose, directly or indirectly, the Confidential Information to any other person, except as permitted by this Agreement, the Retail Settlement Code or other applicable law;
  - (iv) they shall use the Confidential Information solely to fulfil the rights and obligations of this Agreement;
  - (v) they shall not use, at any time, any Confidential Information for their own benefit or purposes or for the benefit or purposes of any person, other than to further the rights and obligations of this Agreement;
  - (vi) the disclosure of Confidential Information will be highly detrimental to the Party who's information has been disclosed;
  - (vii) they shall indemnify and save harmless the Party from and against any and all Claims occasioned or suffered by the Party as a result of the party disclosing any of the Confidential Information contrary to the provisions of this Article.
- (b) Without prejudice to any other rights of the Parties, the Parties acknowledge and agree that if a Party breaches or otherwise violates, or attempts to breach or otherwise violate, the provisions of this Article, the other Party will likely suffer irreparable harm and an injunction or other like remedy may be the only effective remedy to protect the Party's rights and interests and agree that an interim injunction against such breach or violation may be granted immediately on the commencement of any law suit.
- (c) The provisions of this Article 5 shall apply in addition to, and not in substitution for, all obligations owed by the Parties to each other at law or in equity, including, without limitation, fiduciary duties and duties of confidentiality.
- (d) The restrictions contained in this Article 5 shall not apply to any portion of Confidential Information which becomes generally known to the public, unless the Party in question is responsible for making the Confidential Information known to the public.

## Article 6 - Dispute Resolution

### 6.1 Exclusivity

- (a) Except where this Agreement states otherwise, the dispute resolution procedures set forth in this Article 6 shall apply to all disputes arising between the Distributor and the Retailer regarding this Agreement including the Retail Settlement Code and shall be the only means for resolving any such disputes.
- (b) The dispute resolution procedures set forth in this Agreement do not apply to disputes that have not yet been referred in accordance with paragraph 6.2(a) prior to this Agreement being terminated.

### 6.2 Duty to Negotiate

- (a) Any dispute between the Distributor and the Retailer over this Agreement shall first be referred to a designated representative chosen by the Distributor and to a designated representative chosen by the Retailer for resolution on an informal basis.
- (b) Such designated representatives shall attempt in good faith to resolve the dispute within thirty days of the date when the dispute was referred to them. The Parties may extend such period by agreement in writing.
- (c) Any resolution of the dispute by the designated representatives shall be in writing and shall be executed by an authorized signing officer of each Party. The resolution shall bind the Parties and their respective successors and assigns, and shall not, except for either Party's subsequent failure to abide by the resolution, from then on be subject to arbitration or challenge in any court or other tribunal.
- (d) If either Party refuses to honour the designated representatives' resolution as executed, the other Party may immediately commence arbitration under this Article to enforce the resolution.

### 6.3 Referral of Unresolved Disputes

If the designated representatives cannot resolve the dispute within the time period set out in paragraph 6.2(b), either Party may submit the dispute to binding arbitration and resolution in accordance with the arbitration procedures set out below.

### 6.4 External Arbitration Procedures

- (a) Subject to section 6.5 below, the Parties shall submit any arbitration begun under this section to a single neutral arbitrator.
- (b) In choosing an arbitrator, the Parties shall negotiate in good faith. All arbitrations under this Agreement shall be conducted in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17 (the "Arbitration Act") as amended from time to time, except as modified herein.
- (c) The arbitrator(s) shall have exclusive authority to hear and decide any dispute between the Parties that is subject to arbitration under this Agreement or the Code.

## 6.5 Appointment of Arbitrator

- (a) If the Parties cannot agree upon a single arbitrator within fifteen days after referring the dispute to arbitration, each Party shall within five more days choose one individual who shall sit on a three-member arbitration panel.
- (b) The two arbitrators chosen by the Parties shall within twenty business days, in good faith, choose a third person to be the third arbitrator, who shall chair the arbitration panel.
- (c) Neither Party may at any time during the arbitration revoke its choice of arbitrator, unless the other Party consents in writing.
- (d) If the Parties do not choose the two arbitrators within the five day time period set out in paragraph 6.5(a), either Party or both Parties may apply to the court to appoint a single arbitrator.
- (e) The individual(s) chosen as the arbitrator(s) shall be qualified by education and experience to decide the matter. The arbitrator(s) shall be at arm's length from all Parties to the arbitration and shall not be members of the audit or legal firm or firms who advise any Party to the arbitration, nor shall the arbitrator(s) be otherwise regularly retained by any of the Parties to the arbitration.

## 6.6 Written Statement of Dispute and Response

- (a) Within twenty business days after the individual arbitrator or arbitration panel are named, the applicant shall submit to the arbitrator(s) a written statement. The statement shall set out:
  - (i) the nature of the dispute and the applicant's position,
  - (ii) the names of each Party's main contact for the arbitration process along with their addresses, phone numbers and fax numbers,
  - (iii) any claims for relief,
  - (iv) the grounds for that relief,
  - (v) the proposed resolution or relief sought,
  - (vi) the names of any third Parties with material knowledge or information relevant to the dispute, and
  - (vii) any documents that the Party wishes the arbitrator(s) to consider.
- (b) The responding Party shall have twenty business days to respond to the filing, setting forth its position and the information that it deems relevant.

## 6.7 Discovery of Facts

- (a) There shall be no discovery of facts taken, sought, or otherwise instituted by any means except as approved by the arbitrator(s).
- (b) The arbitrator(s) shall provide a time schedule for any such discovery.
- (c) The arbitrator(s) may at any time retain non-Party technical experts to advise and assist them during the arbitration. The advice of these experts shall be made known to the Parties.



## **6.8 Confidentiality of Documents**

All meetings and hearings shall be in private unless the Parties to the arbitration agree otherwise. The Party providing any document or other information in the arbitration that would not otherwise be available to the other Party may in good faith designate it as confidential, provided that the Parties shall first submit to the arbitrator(s) an agreed upon written statement of procedures for handling and protecting material designated as confidential, which the arbitrator(s) may accept or modify as they may deem appropriate. If the Parties cannot agree upon confidentiality procedures, the arbitrator(s) shall decide them as appropriate.

## **6.9 Procedural Rules**

- (a) The arbitrator(s) may adopt any procedural rules that they, at their sole discretion, deem appropriate to conducting the arbitration and facilitating the resolution of the dispute.
- (b) No procedural rule adopted by the arbitrator(s) shall extend the time period set forth in paragraph 6.10(a); but the arbitrator(s) shall render a final disposition of the dispute within that period, which may not be extended or reduced unless the Parties consent in writing.
- (c) Refusal by either Party to comply with an order of the arbitrator(s) adopting or modifying any procedural rule shall constitute, in the sole discretion of the arbitrator(s), grounds for default and a finding in favour of the other Party.

## **6.10 Decision Requirements**

- (a) Any dispute submitted for arbitration under this Article 6 shall be finally decided by the arbitrator(s) no later than thirty days from the completion of the hearing.
- (b) Unless the Parties agree otherwise in writing, the final decision of the arbitrator(s) shall set forth in writing their findings of fact and any conclusions of law and be based on the evidence before them, the applicable laws of Ontario and Canada, the Market Rules, the licences and Codes issued by the Board and any the Agreement and any relevant decisions of courts, agencies, or earlier arbitrations under this Part.
- (c) A copy of the decision, with any Confidential Information expunged, shall be made available to the public.

## **6.11 Finality of Decisions**

- (a) The decision shall be final and binding on the Parties to the arbitration and shall not be subject to any appeal or review procedure.
- (b) Each Party hereby waives any and all rights or ground it believes that it has, or at any time after may have, to challenge, appeal in any way, or otherwise seek to set aside in any court or other tribunal any decision by the arbitrator(s).
- (c) Notwithstanding anything else in this subsection, if either Party fails to act in accordance with the decision of the arbitrator(s), the other Party may then seek enforcement of the decision in any court of competent jurisdiction.

## **6.12 Arbitration Act**

- (a) Nothing in this Code shall be construed as affecting any rights available to the Parties under section 3 of the Arbitration Act.
- (b) If and so far as any provision of section 6.10 is adjudged or otherwise deemed invalid by a court of competent jurisdiction, the provisions of the Arbitration Act shall apply.

**6.13 Costs**

- (a) The arbitrator(s) shall award costs for an arbitration as if it had been a proceeding in Ontario Superior Court, and the arbitrator(s) shall therefore, in awarding or denying costs to a Party, follow the provisions on costs set out in the *Ontario Courts of Justice Act*, R.S.O. 1990, c. C.43 and the Ontario Rules of Civil Procedure, including without limitation the provisions in those rules concerning settlement offers and case law applicable in Ontario.
- (b) If either Party fails to comply with the decision of the arbitrator(s) and the other Party afterwards seeks relief under section 6.11, the Party seeking the relief shall be entitled to receive from the other Party its costs of seeking the relief from the other Party (including its reasonable legal costs) once a court of competent jurisdiction has issued a final, non-appealable order in its favour.

## Article 7 - General

### 7.1 Waiver

The failure of any Party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants of this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other subsequent breach thereof nor a waiver by the Party at any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the Party has failed to exercise such right, power or option. Nothing shall be construed as or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the Party which expressly or impliedly waives a right, power or option under this Agreement.

### 7.2 Amendments and Modifications to this Agreement

- (a) Subject to paragraphs 7.2(d) and (e), the amendment or modification of any part of this Agreement or the addition of any provision to this Agreement, including a new appendix, must be approved by the Board.
- (b) The Board may require amendments to this Agreement or to the requirements for the content of the Appendices attached to this Agreement.
- (c) The Parties to this Agreement agree to forthwith, upon receipt of notice from the Board, do all things and take all actions necessary to amend this Agreement as specified by the Board, and where necessary, to give retroactive effect to such amendments.
- (d) In Appendices A, C, D and E where information is to be filled in or an option is to be chosen by the Distributor, these items may be amended by the Distributor by giving notice to the Retailer and where information is to be filled in or an option is to be chosen by the Retailer, these items may be amended by the Retailer by giving notice to the Distributor. The amendment shall take effect when notice of the amendment is deemed to have been given and received in accordance with section 7.5.
- (e) The provisions of Appendix B referred to in paragraph 3.2(a) may be amended by the Distributor giving notice to the Retailer and the provisions of Appendix B referred to in paragraphs 3.2(b), 3.2(c) and 3.2(d) may be amended by the Retailer giving notice to the Distributor. The amendment shall take effect when notice of the amendment is deemed to have been given and received in accordance with section 7.5.

### 7.3 Assignment and Delegation

- (a) Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- (b) Notwithstanding subsection (a), either Party may subcontract its duties under this Agreement to a subcontractor, provided that the Party that subcontracts its responsibility shall:
  - (i) remain fully responsible as a principal and not as a guarantor for performance of any subcontracted obligations and,
  - (ii) cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

### 7.4 Severability

- (a) If any provision of this Agreement or application thereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue in full force and effect.

- (b) If a court of competent jurisdiction finds any restrictive covenant contained in this Agreement to be unenforceable in whole or in part, including without limitation as to duration and/or territory, the Parties hereby direct the court to reduce the scope of such provision to that which is reasonable and enforceable in the circumstances.

## **7.5 Notices**

Any demand, notice or other communication (“Notice”) to be given in connection with this Agreement shall be given in writing and shall be sufficiently given if:

- (a) delivered personally;
- (b) sent by registered mail;
- (c) sent by facsimile, with confirmation of receipt by the Party;
- (d) delivered by courier with confirmation of receipt by the Party; or,
- (e) other means of electronic communication with confirmation of receipt by the Party,

to the contact person set out at Appendix A to this Agreement or to such other person at such other address as the Party to whom such Notice is to be given shall have advised the Party giving the same in the manner provided in this section. Any Notice delivered personally shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such Notice shall be deemed to have been given and received on the next following Business Day. Any Notice sent by registered mail shall be mailed in Ontario, and if so mailed, shall be deemed to have been given and received on the fourth Business Day following the date of mailing. Any Notice transmitted by electronic communication shall be deemed given and received on the day of its transmission provided that such day is a Business Day and such transmission is completed before 5:00 p.m. on such day, failing which such Notice shall be deemed given and received on the first Business Day after its transmission.

## **7.6 Statutes**

Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

## 7.7 Applicable Law

This Agreement shall be construed in accordance with the laws of Ontario including, in particular, the Electricity Act and the Act, and the laws of Canada applicable in Ontario and shall be treated in all respects as an Ontario contract. Each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

## 7.8 Time

Time shall be of the essence of this Agreement and no extension or variation of this Agreement shall operate as a waiver of this provision.

## 7.9 Calculation of Time

When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next following Business Day.

## 7.10 Further Assurances

The Parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement. Each Party shall provide and execute such further documents or instruments as may be reasonably required by any other Party, exercise its influence and do and perform or cause to be done or performed such further and other acts as may be reasonably necessary or desirable to effect the purpose of and to carry out the provisions of this Agreement.

## 7.11 Counterparts and Execution by Fax

This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered to each of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or a photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party to this Agreement.

## 7.12 Binding Effect

This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed.

Distributor

**Oshawa PUC Networks Inc.**



Per: Luc Perron

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Title: CFO / CAO

Retailer

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Per:

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Title



## APPENDIX A

### Contact Information

(The Distributor shall fill in the blanks)

Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Dade	Christine	M.
Miss <input type="checkbox"/> Ms. <input type="checkbox"/>			
	Last Name:	Full First Name:	Initial:
Other:	Consultant		
	Position Held:		
	100 Simcoe St., South,		
	Oshawa	Ontario	L1H 7M7
	City	Province	Postal Code
	cdade@opuc.on.ca	905-723-4626 ext 311	905-723-3248
	E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/>			
Miss <input type="checkbox"/> Ms. <input type="checkbox"/>			
	Last Name:	Full First Name:	Initial:
Other:			
	Position Held:		
	Contact Address (if R.R., give Lot, Concession No. and Township):		
	Toronto	Ontario	M5G 1X6
	City	Province	Postal Code
	E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

**Contact Information for Customer Billing Services**

(The Distributor shall fill in the blanks)

Mr. ☐ Mrs. Ziccardi Marina  
☐  
 Miss ☐ Ms.  
☐

Other:

Last Name:	Full First Name:	Initial:
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Customer Service Manager

Position Held:	Alternate Contact:
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Contact Address (if R.R., give Lot, Concession No. and Township):  
 100 Simcoe St. South

Oshawa	Ontario	L1H 7M7
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City	Province	Postal Code
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<a href="mailto:Mziccardi@opuc.on.ca">Mziccardi@opuc.on.ca</a>	905-723-4626 ext 251	905-723-3248
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E-mail Address	Phone Number	FAX Number
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(The Retailer shall fill in the blanks)

Mr. ☐ Mrs. ☐  
 Miss ☐ Ms. ☐

Other:

Last Name:	Full First Name:	Initial:
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Position Held:

Contact Address (if R.R., give Lot, Concession No. and Township):

Toronto	Ontario	M5G 1X6
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City	Province	Postal Code
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E-mail Address	Phone Number	FAX Number
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Each Party agrees to promptly provide notice to the other Party of any change in contact information.



### Contact Information for Security Issues and Arrangements

(The Distributor shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Dade	Christine	M
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>			
		Last Name:	Full First Name:	Initial:
Other:	Consultant			
		Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township): 100 Simcoe St. South				
		Oshawa	Ontario	L1H 7M7
		City	Province	Postal Code
		<a href="mailto:cdade@opuc.on.ca">cdade@opuc.on.ca</a>	905-723-4626	905-723-3248
		E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>			
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>			
		Last Name:	Full First Name:	Initial:
Other:				
		Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township):				
		Toronto	Ontario	
		City	Province	Postal Code
		E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

**Contact Information for Settlements**

(The Distributor shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Dade		Christine
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>			
		Last Name:	Full First Name:	Initial:
Other:	Consultant			
		Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township): 100 Simcoe St. South				
		Oshawa	Ontario	L1H 7M7
		City	Province	Postal Code
		cdade@opuc.on.ca	905-723-4626 ext 311	905-723-3248
		E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>			
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>			
		Last Name:	Full First Name:	Initial:
Other:				
		Position Held:		
Contact Address (if R.R., give Lot, Concession No. and Township):				
		Toronto	Ontario	
		City	Province	Postal Code
		E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

## **APPENDIX B**

### **Security Arrangements**

\* The Board is consulting on proposed amendments to Chapter 8 of the Code that will affect the content of this appendix. The requirements for this appendix will be established at a future date.

## Appendix C

### Billing Services

The Distributor and Retailer agree to the following business practices.

#### Data Flow for Distributor-Consolidated Billing

- Usage will be sent to the Retailer as per section 5.2 of the Code.
- The Distributor must receive all bill-ready information, via the EBT System, no later than 5:00 p.m., two business days after the Usage transaction was sent.
- The Distributor will accept 1 line item(s) per customer bill account per bill period (blank to be filled in by the Distributor).
- The Distributor will only accept up to 80 characters for the Retailer's line item consisting of the description (blank to be filled in by the Distributor). The dollar value will be in addition to this information. All spaces, including empty spaces, are considered characters. If the description exceeds the allowable length, it will be truncated to comply with the Distributor's requirement. This line item must be for commodity only.
- The Distributor will accept the following languages from the Retailer for the line item description:
  - ☒ English
  - ☐ English and French
  - ☐ Language of the customer's bill

(The Distributor shall tick at least one of the above boxes)

#### Rate Changes

The Distributor will provide notification to the Retailer of any approved changes to the Distributor's rates at the same time the Distributor notifies its customers.

#### Retail Service Charges

All Retail Service Charges will be billed at the discretion of the Distributor with the Settlement Invoice or Market Participant Invoice when one is sent.

All STR fees will be calculated on a:

- ☐ Daily basis
- ☒ Billing month basis

All fixed customer charges/credits will be calculated on a:

- ☐ Daily basis
- ☒ Billing month basis

All other retail service charges will be billed:

- ☐ Daily basis
- ☒ Billing month basis

(The Distributor shall tick one of the boxes for each of the three statements set out above)

Note: Where a Retail Service Charge is calculated on a daily basis, the Settlement Invoice or Market Participant Invoice shall include all charges with respect to this type of Charge calculated up to the day before the Invoice is issued. Where a Retail Service Charge is calculated on a monthly basis, the Settlement Invoice or Market Participant Invoice shall include all charges with respect to this type of Charge calculated up to the end of the most recently completed Billing Month.

#### Optional Additional Billing Lines and Rate Ready Billing

The Distributor is able to provide rate ready billing to the Retailer using an OEB approved rate:

- ☐ Yes
- ☒ No

The Distributor is able to provide additional bill line items to the Retailer using an OEB approved rate, if applicable:

- ☒ Yes
- ☐ No

(The Distributor shall tick one of the boxes for each of the two statements set out above)

### EBT Transaction Processing

As of the date this Service Agreement is executed, the Distributor is using \_Screaming Power and the Retailer is using EBT Express (name of hub or point to point use to be filled in by the Retailer) for processing EBT transactions.

### Settlement Invoice Timing

A Distributor shall issue a settlement invoice to a Retailer **within 5 day(s)** following receipt of the preliminary price and usage data provided by the IMO or by the host distributor for the last trading day in the billing period covered by the settlement invoice.

### Distributor Meter Read and Billing Timelines

For each customer class, the Distributor shall provide the following information:

Customer Class Category	Meter Reading Frequency	Billing Frequency for customers billed under SSS or distributor- consolidated billing	Number of Days when Payment is Due Following the Billing Date for customers billed under SSS or distributor- consolidated billing (i.e. the date the bill is produced)
Residential	Every 2 months	Every 2 months	16 days following invoicing
General Service Non time of use Less than 50 kw	Every 2 months	Every 2 months	16 days following invoicing
General Service Non Time of Use Greater than 50 kw	Every month	Every month	16 days following invoicing
General Service Time of Use Greater than 50 Kw	Every month	Every month	16 days following invoicing
Large Customer Greater than 5000 Kw	Every month	Every month	16 days following invoicing

The Distributor shall provide detailed meter read and billing cycle schedules to the Retailer for a **(due to timing constraints and meter reads – this will need to be reviewed with the retailer)** month period within 30 days of entering into this Agreement (blank to be filled in by Distributor).

### Time for Changing Service Provider

Section 10.5.1 of the Code, provides that a Distributor may specify a number of days not in excess of twenty business days before the next scheduled meter read where, if the Distributor receives an STR with a lesser number of days to go before the next scheduled meter read, the Distributor is not be obligated to change the service provider until the scheduled meter read following the next scheduled meter read. For the purposes of section 10.5.1 of the Code, the specified time period is **20** days before the next scheduled meter read.

### Customer Transfers

In accordance with section 10.5.1 of the Code, where a service transfer is scheduled to take effect on the next scheduled meter read date and the meter read is not successful, the Distributor shall undertake a special meter read at no charge to the requesting party within five business days following the missed read, unless past meter reading records indicate that the likelihood of a successful meter read is low. In the event that a special meter read is unlikely to be successful or is attempted and fails, the Distributor shall:

- ☐ process the transfer using an estimated read
- ☐ use estimates provided by customers in lieu of an estimated read
- X negotiate a different course of action (an estimate may need to be used – but we would like to see the individual requests. Can be negotiated later)

(The Distributor must tick at least one of the three boxes set out above but may tick all three or two)

**Customer Default to the Distributor**

The Distributor shall notify the Retailer of customer default for a customer with annual monthly demand of equal to or more than 50 kW at the same time a final notice of disconnection is sent to the customer.

(If the Distributor does not wish to provide such notification, the Distributor may stroke out and initial the above paragraph. Otherwise, the Distributor shall fill in the blank).

### **Bill Option Change**

The Retailer shall notify the Distributor a minimum of 60 calendar days in advance, in the event that a Retailer requests a bill option change for a quantity of the Retailer's enrolled customers that is in excess of 1% of the total customer base serviced by the Distributor at the signing of this Service Agreement, which represents 450 customer billing accounts.

(If the Retailer does not wish to provide such notification, the Distributor may strike out and initial the above paragraph. Otherwise, the Distributor shall fill in the blank).

### **Use of Regular Estimates in Billing**

Where a Distributor uses estimates to bill regularly between meter readings, e.g. bimonthly meter reading and monthly billing, the estimation technique used will be:

☒ Option 1

☐ Option 2

per section 3.5.3 of the Code

(The Distributor shall tick one of the above boxes)

### **GST on amounts charged to consumers:**

#### **Distributor-Consolidated Billing – Rate Ready**

The Distributor shall calculate, collect and remit to Canada Customs & Revenue Agency ("CCRA") GST on both competitive and non-competitive electricity services. The Distributor shall account for the GST charged on competitive electricity services as the GST becomes collectible.

#### **Distributor-Consolidated Billing – Bill Ready**

In each of the three options set out below, the Distributor shall calculate, collect and remit to CCRA GST on non-competitive electricity services charged to consumers. GST with respect to competitive electricity services charged to consumers shall be addressed in the following manner:

☒ The Distributor shall calculate, collect and remit to CCRA GST on competitive electricity services. The Distributor shall account for GST charged on competitive electricity services as the GST becomes collectible.

☐ The Retailer shall calculate GST on competitive electricity services and provide the result to the Distributor as a separate line item to accompany the bill ready line item. The Distributor shall collect and remit to CCRA GST on competitive electricity services. The Distributor shall account for GST charged on competitive electricity services as the GST becomes collectible.

☐ The Retailer shall calculate GST on competitive electricity services and provide the result to the Distributor as a separate line item to accompany the bill ready line item. The Distributor shall collect the GST on competitive electricity services and forward it to the Retailer as it is collected. The Retailer shall remit the GST on competitive electricity services to CCRA on a collectible basis.

(The Distributor must tick one of the above boxes)

#### **Retailer Consolidated Billing**

In each of the three options set out below, the Retailer shall calculate, collect and remit to CCRA GST on competitive electricity services charged to consumers. GST with respect to non-competitive electricity services charged to consumers shall be addressed in the following manner:

☒ The Retailer shall calculate, collect and remit to CCRA GST on non-competitive electricity services. The Retailer shall account for GST charged on non-competitive electricity services as the GST becomes collectible.

☐ The Distributor shall calculate GST on non-competitive electricity services and provide the result to the Retailer as a separate line item. The Retailer shall collect and remit to CCRA GST on non-competitive electricity services. The Retailer shall account for GST charged on non-competitive electricity services as the GST becomes collectible.

- ☐ The Distributor shall calculate GST on non-competitive electricity services and provide the result to the Retailer as a separate line item. The Retailer shall collect the GST on non-competitive electricity services and forward it to the Distributor as it is collected. The Distributor shall remit the GST on non-competitive electricity services to CCRA on a collectible basis.

(The Distributor must tick one of the above boxes)



## APPENDIX D

### Payment Arrangements

Payment shall be made according to the following instructions:

#### PAYMENT TO THE DISTRIBUTOR

(The Retailer shall fill in the blanks)

Electronic Business Transfer **X**

Other: N/A

Legal Name \_\_\_\_\_

Contact Information (if different than Exhibit A) \_\_\_\_\_

Accounts Payable  
Contact:

Banking Institution \_\_\_\_\_

Account Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

#### PAYMENT TO THE RETAILER

(The Distributor shall fill in the blanks)

Electronic Business Transfer **X**

Other:

Legal Name Oshawa PUC Networks Inc.

Contact Information (if different than Appendix A) \_\_\_\_\_

Banking Institution Canadian Imperial Bank of Commerce

Account Number: 71-58416 Transit # 00142

Address: 2 Simcoe St South

Ontario

L1H 7L5

Oshawa

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

N/A

N/A

N/A

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

## APPENDIX E

### Details of Payment

Any discrepancies should be brought to the attention of the other party and, if confirmed, a credit/debit will be processed for the next payment cycle.

The Retailer shall make payments to the Distributor by:

- ☐ Pre-authorised payment, or
- ☒ **X Electronic Funds Transfer.**

(The Retailer shall tick one of the above boxes)

The Distributor shall make payments to the Retailer by:

- ☐ Pre-authorised payment, or
- ☒ **X Electronic Funds Transfer.**

(The Distributor shall tick one of the above boxes)

## APPENDIX O

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b>	OPUCNCOS – 500 – O-R1
<b>Conditions of Service</b>	<b>Issue Date:</b>	June 25, 2004
<b>Schedule of Rates and Charges</b>	<b>Review Date:</b>	June 25, 2005 November 2006 May 2007

### Residential Rates May 1, 2007

<b>Electricity</b>	<b>Rate</b>	<b>TLF Applies</b>
Standard Supply Service		
First 600 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes
OR		
Retailer Contract (Signed after Dec 9, 2002)	fixed rate	yes
<b>Delivery</b>		
Fixed Distribution Charge (monthly)	\$7.6300	no
Distribution Volumetric Charge per kWh	\$0.0120	no
Network Service Rate per kWh	\$0.0059	yes
Line and Transformation Connection Rate per kWh	\$0.0045	yes
<b>Regulatory Charges</b>		
Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes
<b>Debt Retirement Charge</b>		
Debt Retirement Charge per kWh	\$0.0070	no
<b>Adjustment Factor</b>	<b>TLF</b>	1.0466

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

## General Service Less than 50kW Rates May 1, 2007

<b>Electricity</b>	<b>Rate</b>	<b>TLF Applies</b>
Standard Supply Service		
First 750 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes
OR		
Retailer Contract (Signed after Dec 9, 2002)	fixed rate	yes
<b>Delivery</b>		
Fixed Distribution Charge (monthly)	\$9.1000	no
Distribution Volumetric Charge per kWh	\$0.0190	no
Network Service Rate per kWh	\$0.0053	yes
Line and Transformation Connection Rate per kWh	\$0.0041	yes
<b>Regulatory Charges</b>		
Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes
<b>Debt Retirement Charge</b>		
Debt Retirement Charge per kWh	\$0.0070	no
<b>Adjustment Factor</b>	<b>TLF</b>	
		1.0466

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)

**GENERAL SERVICE  
Greater than 50kW  
Less than 200kW  
INTERVAL METERED**

## General Service Greater than 50kW Less than 200kW Rates May 1, 2007

<b>Electricity</b>	<b>Rate</b>	<b>TLF Applies</b>
Standard Supply Service (designated customers)		
First 750 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes
OR		
Hourly Ontario Energy Price	hourly price	yes
OR		
Retailer Contract	fixed rate	yes
<b>Delivery</b>		
Fixed Distribution Charge (monthly)	\$40.860	no
Distribution Volumetric Charge per kW	\$3.9404	no
Network Service Rate per kW	\$2.4441	no
Line and Transformation Connection Rate per kW	\$1.8565	no
<b>Regulatory Charges</b>		
Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes
<b>Debt Retirement Charge</b>		
Debt Retirement Charge per kWh	\$0.0070	no
<b>Adjustment Factor</b>	<b>TLF</b>	1.0466

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

**GENERAL SERVICE  
Greater than 50kW  
Less than 200kW  
NON-INTERVAL METERED**

## General Service Greater than 50kW Less than 200kW Rates May 1, 2007

<b>Electricity</b>	<b>Rate</b>	<b>TLF Applies</b>
Standard Supply Service (designated customers)		
First 750 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes
OR		
Wholesale Average Price	weighted average price	yes
OR		
Retailer Contract	fixed rate	yes
<b>Delivery</b>		
Fixed Distribution Charge (monthly)	\$40.860	no
Distribution Volumetric Charge per kW	\$3.9404	no
Network Service Rate per kW	\$1.9069	no
Line and Transformation Connection Rate per kW	\$1.4616	no
<b>Regulatory Charges</b>		
Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes
<b>Debt Retirement Charge</b>		
Debt Retirement Charge per kWh	\$0.0070	no
<b>Adjustment Factor TLF</b>	1.0466	
*This Adjustment Factor is used for the majority of General Service Greater than 50kW Less than 1000kW		

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

**GENERAL SERVICE  
Greater than 200kW  
Less than 1000kW  
INTERVAL METERED**

**General Service Greater than 200kW Less than 1000kW Rates  
May 1, 2007**

<b>Electricity</b>	<b>Rate</b>	<b>TLF Applies</b>
Standard Supply Service (designated customers)		
First 750 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes
OR		
Hourly Ontario Energy Price	hourly price	yes
OR		
Retailer Contract	fixed rate	yes
<b>Delivery</b>		
Fixed Distribution Charge (monthly)	\$40.860	no
Distribution Volumetric Charge per kW	\$3.9404	no
Network Service Rate per kW	\$2.4441	no
Line and Transformation Connection Rate per kW	\$1.8565	no
<b>Regulatory Charges</b>		
Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes
<b>Debt Retirement Charge</b>		
Debt Retirement Charge per kWh	\$0.0070	no
<b>Adjustment Factor</b>	<b>TLF</b>	1.0466

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

**GENERAL SERVICE  
Greater than 200kW  
Less than 1000kW  
NON-INTERVAL METERED**

## **General Service Greater than 200kW Less than 1000kW Rates May 1, 2007**

<b>Electricity</b>	<b>Rate</b>	<b>TLF Applies</b>
Standard Supply Service (designated customers)		
First 750 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes
OR		
Wholesale Average Price	weighted average price	yes
OR		
Retailer Contract	fixed rate	yes
<b>Delivery</b>		
Fixed Distribution Charge (monthly)	\$40.860	no
Distribution Volumetric Charge per kW	\$3.9404	no
Network Service Rate per kW	\$1.9069	no
Line and Transformation Connection Rate per kW	\$1.4616	no
<b>Regulatory Charges</b>		
Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes
<b>Debt Retirement Charge</b>		
Debt Retirement Charge per kWh	\$0.0070	no
Adjustment Factor TLF	1.0466	

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).



**GENERAL SERVICE**  
**Greater than 1000kW**  
**Less than 5000kW**  
**INTERVAL METERED**

## General Service Greater than 1000kW Less than 5000kW Rates May 1, 2007

<b>Electricity</b>	<b>Rate</b>	<b>TLF Applies</b>
Standard Supply Service (designated customers)		
First 750 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes
OR		
Hourly Ontario Energy Price	hourly price	yes
OR		
Retailer Contract	fixed rate	yes
<b>Delivery</b>		
Fixed Distribution Charge (monthly)	\$1,952.54	no
Distribution Volumetric Charge per kW	\$4.4182	no
Network Service Rate per kW	\$2.4441	no
Line and Transformation Connection Rate per kW	\$1.8565	no
<b>Regulatory Charges</b>		
Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes
<b>Debt Retirement Charge</b>		
Debt Retirement Charge per kWh	\$0.0070	no
Adjustment Factor TLF	1.0466	

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

**GENERAL SERVICE  
Greater than 5000kW  
INTERVAL METERED**

**General Service Greater than 5000kW Rates  
May 1, 2007**

<b>Electricity</b>	<b>Rate</b>	TLF Applies
Hourly Ontario Energy Price	hourly price	yes
OR Retailer Contract	fixed rate	yes
<b>Delivery</b>		
Fixed Distribution Charge (monthly)	\$10,512.51	no
Distribution Volumetric Charge per kW	\$3.1762	no
Network Service Rate per kW	\$2.6041	no
Line and Transformation Connection Rate per kW	\$2.0258	no
<b>Regulatory Charges</b>		
Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes
<b>Debt Retirement Charge</b>		
Debt Retirement Charge per kWh	\$0.0070	no
Adjustment Factor TLF	1.0146	

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)

## Flat Rate Connection Water Heating Rates

May 1, 2007

### WATER HEATING

Monthly charges for cost of power are based on the "Cost of Power" billed for the Flat Rate kWh consumption level determined on the wattage size of the tank. All other charges are applied based on this consumption level. Rates are applied based on the customer's rate class.

<u>Element size Watts</u>	<u>Billing Based on Flat Rate kWh</u>
600	233
800	289
1000	348
1000/3000	367
1500	518
1500/4500	551
3000	551
3800	698
4000	774
4500	827
5000	1021

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

# SENTINEL LIGHTING RATES

## Flat Rate Connection

### May 1, 2007

Monthly charges for cost of power are based on the "Cost of Power" billed for the Flat Rate kWh consumption level determined on the wattage size of the lights.

<b>Electricity</b>	<b>Rate</b>	<b>TLF Applies</b>
Standard Service Supply (designated customers)		
First 750 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes
OR		
Retailer Contract	fixed rate	yes
<b>Delivery</b>		
Fixed Distribution Charge (monthly)	\$2.4700	no
Distribution Volumetric Charge per kW	\$5.7689	no
Network Service Rate per kW	\$1.7158	no
Line and Transformation Connection Service Rate per kW	\$1.3152	no
<b>Regulatory Charges</b>		
Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes
<b>Debt Retirement Charge</b>		
Debt Retirement Charge per kWh	\$0.0070	no
<b>Adjustment Factor TLF</b>	1.0466	

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

**STREET LIGHTING RATES**  
**Flat Rate Connection**  
**May 1, 2007**

Monthly charges for cost of power are based on the "Cost of Power" billed for the Flat Rate kWh consumption level determined on the wattage size of the lights.

<b>Electricity</b>	<b>Rate</b>	<b>TLF</b>
		Applies
Standard Service Supply		
First 750 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes

**Delivery**

Fixed Distribution Charge per light (monthly)	\$0.4700	no
Distribution Volumetric Charge per kW	\$7.5976	no
Network Service Rate per kW	\$1.6867	no
Line and Transformation Connection Service Rate per kW	\$1.2929	no

**Regulatory Charges**

Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes

**Debt Retirement Charge**

Debt Retirement Charge per kWh	\$0.0070	no
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Adjustment Factor TLF	1.0466
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Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

## Unmetered Scattered Load May 1, 2007

Electricity	Rate	TLF Applies
Standard Service Supply		
First 750 kWh	\$0.0530	yes
Balance of kWh	\$0.0620	yes
OR		
Retailer Contract (signed after Dec 9, 2002)	fixed rate	yes

### Delivery

Fixed Distribution Charge per connection	\$4.4200	no
Distribution Volumetric Charge per kWh	\$0.0206	no
Network Service Rate per kWh	\$0.0053	yes
Line and Transformation Connection Service Rate per kW	\$0.0041	yes

### Regulatory Charges

Standard Supply Service Administrative Charge (monthly)	\$0.2500	no
Wholesale Market Services Rate per kWh	\$0.0062	yes

### Debt Retirement Charge

Debt Retirement Charge per kWh	\$0.0070	no
--------------------------------	----------	----

Adjustment Factor TLF	1.0466
-----------------------	--------

Additional information is available [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)  
or visit the Ontario Energy Board's Web site at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca).

## **Specific Service Charges**

### **May 1, 2007**

#### **Customer Administration**

	<b>Rate</b>
Arrears Certificate	\$15.00
Easement Letter	\$15.00
Account History	\$15.00
Change of Occupancy (Account Setup)	\$30.00
Legal Letter charge	\$15.00
Credit Check (plus credit agency charges)	\$15.00
Meter Dispute Charge (if meter found to be correct)	\$30.00
Credit Reference Letter	\$15.00
Returned Cheque Charge (plus bank charges)	\$15.00
Special Meter Reads	\$30.00

#### **Non-Payment of Account**

Late Payment – per month	1.50%
Late Payment – per annum	19.56%
Collection of account charge – no disconnection	\$30.00
Disconnect/Reconnect at meter during regular hours including Load Limiting service	\$65.00
Disconnect/Reconnect at meter after regular hours including Load Limiting service	\$185.00
Disconnect/Reconnect at pole during regular hours	\$185.00
Disconnect/Reconnect at pole after regular hours	\$415.00
Access to the Power Poles – per pole/year	\$22.35

#### **Allowances**

Transformer Allowance for Ownership – per kW of billing demand/month	(\$0.60)
Primary Metering Allowance for transformer losses – applied to Measured demand and energy	-1%

#### **Loss Factors**

Total Loss Factor – Metered Customer < 5000 kW	1.0466
Total Loss Factor – Metered Customer > 5000 kW	1.0146

## APPENDIX P

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – P
<b>Conditions of Service</b>	<b>Issue Date:</b> April 8, 2003 <b>Review Date:</b> March, 2004
<b>Calculation of Deposit Requirements</b>	

### **Oshawa PUC Networks Inc. Calculation of Deposit Requirements**

All customers must make a deposit of 2.5 times the average monthly usage over the past 12 months

A deposit or increased deposit may be required from any customer, at any time. This is enforced if the customer fails to maintain a good payment history as defined in section 240-03 of these Conditions of Service.

::ODMA\PCDOCS\CCT\424526\1



## APPENDIX R

<b>Oshawa PUC Networks Inc.</b>	<b>Number:</b> OPUCNCOS – 500 – R
<b>Conditions of Service</b>	<b>Issue Date:</b> April 7, 2003
<b>Equal Payment Plan Contract Letter</b>	<b>Review Date:</b> April 7, 2003 May 2009

### YOUR BUDGET BILLING AUTHORIZATION FORM

Bank Name: \_\_\_\_\_ Bank Address: \_\_\_\_\_  
 Bank Transit#: \_\_\_\_\_ Bank Account # \_\_\_\_\_

YOUR MONTHLY PAYMENT WILL BE \$200.00 AND WILL START  
 ON May 5th, 15th, or 25th (Circle One).

**\*\*PLEASE ENCLOSE A VOID CHEQUE AS A SAMPLE\*\***

I hereby authorize Oshawa PUC Networks INC. to withdraw a monthly budget billing amount in payment of my electric billing on the due date from the bank account and financial institution designated on my void cheque. This authorization may be cancelled by myself or Oshawa PUC Networks Inc. Requests for a bank change or to cancel this agreement require 10 days notice prior to the payment date. For more information on your right to cancel a PAD agreement contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)

These services are for (check one) ☐ personal ☐ business use.

Date: \_\_\_\_\_ Telephone Home \_\_\_\_\_ Business \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

### HOW DOES THE PLAN WORK ?

Electric costs, based on usage, are spread over a 12 month period and are adjusted when necessary. Statements are sent every month to keep you informed. Your account is reviewed periodically and you will be advised of any changes. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

When the form is complete, mail or fax to:

Oshawa PUC Networks Inc.

100 Simcoe St South, Oshawa, L1H 7M7

Tel: 905-723-4623 Fax: 905-743-5222 Email: [contactus@opuc.on.ca](mailto:contactus@opuc.on.ca)

## APPENDIX R

<b>Oshawa PUC Networks Inc.</b>  <b>Conditions of Service</b>	<b>Number:</b> OPUCNCOS – 500 – R  <b>Issue Date:</b> April 7, 2003 <b>Review Date:</b> April 7, 2003
<b>Equal Payment Plan Contract Letter</b>	



^[[100^[[s10H  
^[[s3B

YOUR BUDGET BILLING AUTHORIZATION FORM

OPUC Customer Calls  
100 Simcoe St S  
Oshawa, On L1H 7M7

OPUC Customer Calls Account #999-00  
Calls  
^[[s3B  
AUTHORIZATION TO HONOUR CHEQUES DRAWN BY OSHAWA PUC NETWORKS INC.  
^[[s0B  
Bank Name:\_\_\_\_\_Bank Address:\_\_\_\_\_

Bank Transit#:\_\_\_\_\_Bank Account #\_\_\_\_\_  
^[[s3B

\*\*\*PLEASE ENCLOSE A VOID CHEQUE AS A SAMPLE\*\*\*

YOUR MONTHLY PAYMENT WILL BE \$ AND WILL START  
ON 5th, 15th, or 25th (Circle One).  
^[[s0B  
I hereby authorize Oshawa PUC Networks INC. to withdraw a budget billing amount in payment of my electric billing on the due date from the bank account and financial institution designated on my void cheque. This authorization may be cancelled by myself or Oshawa PUC Networks Inc. (Please submit your cancellation in writing and allow ten days for processing.)

Date:\_\_\_\_\_Telephone Home\_\_\_\_\_Business\_\_\_\_\_

**ifx70606 (57%)**