CONDITIONS OF SERVICE

ISSUE DATE: JUNE 1, 2003
## OSHAWA PUC NETWORKS INC.

### CONDITIONS OF SERVICE

### INDEX

#### Section 100 – Introduction

<table>
<thead>
<tr>
<th>OPUCN</th>
<th>COS#</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>110 – 00</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>Identification of Distributor and Service Area</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>120 – 00</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>Related Codes and Governing Laws</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>130 – 00</td>
<td>Oct. 2/02</td>
</tr>
<tr>
<td>Interpretation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>140 – 00</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>Amendments and Changes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>150 – 00</td>
<td>Oct. 2/02</td>
</tr>
<tr>
<td>Contact Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>160 – 00</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>Customer Rights</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>170 – 00</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>Distributor Rights</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>180 – 00</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>Disputes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Section 200 – Distribution Activities

<table>
<thead>
<tr>
<th>OPUCN</th>
<th>COS#</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>210 – 00</td>
<td>Oct. 15/02</td>
</tr>
<tr>
<td>Connections</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building That Lies Along</td>
<td>210 – 01</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>Expansions / Offer to Connect</td>
<td>210 – 02</td>
<td>Mar. 28/03</td>
</tr>
<tr>
<td>Connection Denial</td>
<td>210 – 03</td>
<td>Nov. 12/02</td>
</tr>
<tr>
<td>Inspection Before Connection</td>
<td>210 – 04</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>Relocation of Plant</td>
<td>210 – 05</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>Easements</td>
<td>210 – 06</td>
<td>Nov. 12/02</td>
</tr>
<tr>
<td>Contracts</td>
<td>210 – 07</td>
<td>Mar. 28/03</td>
</tr>
</tbody>
</table>
## Detailed Index

<table>
<thead>
<tr>
<th>OPUCN COS#</th>
<th>Issue Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>220 – 01</td>
<td>Jan. 17/03</td>
</tr>
<tr>
<td>220 – 02</td>
<td>Nov. 12/02</td>
</tr>
<tr>
<td>230 – 01</td>
<td>Nov. 26/02</td>
</tr>
<tr>
<td>230 – 02</td>
<td>Nov. 26/02</td>
</tr>
<tr>
<td>230 – 03</td>
<td>Nov. 26/02</td>
</tr>
<tr>
<td>230 – 04</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>230 – 05</td>
<td>Mar. 20/03</td>
</tr>
<tr>
<td>230 – 06</td>
<td>Nov. 26/02</td>
</tr>
<tr>
<td>230 – 07</td>
<td>Dec. 10/02</td>
</tr>
<tr>
<td>240 – 01</td>
<td>Dec.10/02</td>
</tr>
<tr>
<td>240 – 02</td>
<td>Dec.10/02</td>
</tr>
<tr>
<td>240 – 03</td>
<td>Dec.10/02</td>
</tr>
<tr>
<td>240 – 04</td>
<td>Dec.10/02</td>
</tr>
<tr>
<td>240 – 05</td>
<td>Mar.20/03</td>
</tr>
<tr>
<td>250 – 00</td>
<td>Dec.10/02</td>
</tr>
</tbody>
</table>

### Disconnection
- Disconnection
- Unauthorized Energy Use

### Conveyance of Electricity
- Limitations on the Guaranty of Supply
- Power Quality
- Electrical Disturbances
- Standard Voltage Offerings
- Voltage Guidelines
- Back-up Generators
- Metering

### Tariffs and Charges
- Service Connection
- Energy Supplied
- Deposits
- Billing
- Payments

### Customer Information

### Section 300 – Customer Specific

#### Classifications Based on Service Size
- Residential
- General Service <50kW
- General Service 50kW to 500kW

#### Issue Dates
- Jan. 17/03
- Jan. 17/03
- Jan. 17/03
- Jan. 17/03
## Detailed Index

<table>
<thead>
<tr>
<th>OPUCN COS#</th>
<th>Issue Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Service 501kW to 5000kW</td>
<td>340 – 01 Jan. 17/03</td>
</tr>
<tr>
<td>Embedded Generation</td>
<td>350 – 01 Jan. 17/03</td>
</tr>
<tr>
<td>Embedded Market Participant</td>
<td>360 – 01 Jan. 17/03</td>
</tr>
<tr>
<td>Embedded Distributor</td>
<td>370 – 01 Jan. 17/03</td>
</tr>
<tr>
<td>Unmetered Connections</td>
<td>380 – 01 Jan. 17/03</td>
</tr>
</tbody>
</table>

### Section 400 – Glossary of Terms

Mar. 28/03
## Section 500 – Appendices

<table>
<thead>
<tr>
<th>Appendix Name</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Contacts</td>
<td>Appendix A</td>
</tr>
<tr>
<td>Demarcation Points &amp; Charges for Connection Assets</td>
<td>Appendix B</td>
</tr>
<tr>
<td>Basic Connection and Disconnection Fees</td>
<td>Appendix C</td>
</tr>
<tr>
<td>Expansion Agreement Offer To Connect</td>
<td>Appendix D</td>
</tr>
<tr>
<td>Construction Agreement Distributor Constructed</td>
<td>Appendix E</td>
</tr>
<tr>
<td>Construction Agreement Developer Constructed</td>
<td>Appendix F</td>
</tr>
<tr>
<td>Connection Agreement Offer To Connect</td>
<td>Appendix G</td>
</tr>
<tr>
<td>Metering and Billing Dispute Policy</td>
<td>Appendix H</td>
</tr>
<tr>
<td>Distribution Services Agreement</td>
<td>Appendix I</td>
</tr>
<tr>
<td>Permanently Connected Emergency Back-up Information</td>
<td>Appendix J</td>
</tr>
<tr>
<td>Embedded Generation Agreement –</td>
<td>N/A at this time</td>
</tr>
<tr>
<td>• Connection</td>
<td>Appendix K</td>
</tr>
<tr>
<td>• Settlement</td>
<td></td>
</tr>
<tr>
<td>Embedded Market Participant Agreement</td>
<td>N/A at this time</td>
</tr>
<tr>
<td>Unmetered Connection Agreement</td>
<td>Appendix M</td>
</tr>
<tr>
<td>Service Agreement for a Retailer</td>
<td>Appendix N</td>
</tr>
<tr>
<td>Schedule of Rates and Charges</td>
<td>Appendix O</td>
</tr>
</tbody>
</table>
Detailed Index

Calculation of Deposit Requirements . Appendix P
Planned Billing Schedule Appendix Q
Equal Payment Plan Contract Letter Appendix R
OSHAWA PUC NETWORKS INC.

Mapping of Terms Index

CONDITIONS OF SERVICE

INDEX

<table>
<thead>
<tr>
<th>Section 100 – Introduction</th>
<th>OPUCNCOS#</th>
<th>OEB #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification of Distributor and Service Area</td>
<td>110 – 00</td>
<td>1.1</td>
</tr>
<tr>
<td>Related Codes and Governing Laws</td>
<td>120 – 00</td>
<td>1.2</td>
</tr>
<tr>
<td>Interpretation</td>
<td>130 – 00</td>
<td>1.3</td>
</tr>
<tr>
<td>Amendments and Changes</td>
<td>140 – 00</td>
<td>1.4</td>
</tr>
<tr>
<td>Contact Information</td>
<td>150 – 00</td>
<td>1.5</td>
</tr>
<tr>
<td>Consumer Rights</td>
<td>160 – 00</td>
<td>1.6</td>
</tr>
<tr>
<td>Distributor Rights</td>
<td>170 – 00</td>
<td>1.7</td>
</tr>
<tr>
<td>Disputes</td>
<td>180 – 00</td>
<td>1.8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 200 – Distribution Activities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Connections</td>
<td>210 – 00</td>
</tr>
<tr>
<td>Building That Lies Along</td>
<td>210 – 01</td>
</tr>
<tr>
<td>Expansions / Offer to Connect</td>
<td>210 – 02</td>
</tr>
<tr>
<td>Connection Denial</td>
<td>210 – 03</td>
</tr>
<tr>
<td>Inspection Before Connection</td>
<td>210 – 04</td>
</tr>
<tr>
<td>Relocation of Plant</td>
<td>210 – 05</td>
</tr>
<tr>
<td>Easements</td>
<td>210 – 06</td>
</tr>
<tr>
<td>Contracts</td>
<td>210 – 07</td>
</tr>
<tr>
<td>Term</td>
<td>OPUCNOS#</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Disconnection</td>
<td>220 – 01</td>
</tr>
<tr>
<td>Unauthorized Energy Use</td>
<td>220 – 02</td>
</tr>
<tr>
<td>Conveyance of Electricity – 230-00</td>
<td></td>
</tr>
<tr>
<td>Limitations on the Guaranty of Supply</td>
<td>230 – 01</td>
</tr>
<tr>
<td>Power Quality</td>
<td>230 – 02</td>
</tr>
<tr>
<td>Electrical Disturbances</td>
<td>230 – 03</td>
</tr>
<tr>
<td>Standard Voltage Offerings</td>
<td>230 – 04</td>
</tr>
<tr>
<td>Voltage Guidelines</td>
<td>230 – 05</td>
</tr>
<tr>
<td>Back-up Generators</td>
<td>230 – 06</td>
</tr>
<tr>
<td>Metering</td>
<td>230 – 07</td>
</tr>
<tr>
<td>Tariffs and Charges – 240-00</td>
<td></td>
</tr>
<tr>
<td>Service Connection</td>
<td>240 – 01</td>
</tr>
<tr>
<td>Energy Supplied</td>
<td>240 – 02</td>
</tr>
<tr>
<td>Security Deposits</td>
<td>240 – 03</td>
</tr>
<tr>
<td>Billing</td>
<td>240 – 04</td>
</tr>
<tr>
<td>Payments</td>
<td>240 – 05</td>
</tr>
<tr>
<td>Customer Information</td>
<td>250 – 00</td>
</tr>
</tbody>
</table>

**Section 300 – Customer Specific**

<table>
<thead>
<tr>
<th>Term</th>
<th>OPUCNOS#</th>
<th>OEB #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classifications Based on Service Size</td>
<td>300 – 00</td>
<td>3</td>
</tr>
<tr>
<td>Residential</td>
<td>310 – 01</td>
<td>3.1</td>
</tr>
<tr>
<td>General Service (&lt;50kW)</td>
<td>320 – 01</td>
<td>3.2</td>
</tr>
<tr>
<td>General Service (50kW – 500kW)</td>
<td>330 – 01</td>
<td>3.3</td>
</tr>
<tr>
<td>Term</td>
<td>OPUCNCOS#</td>
<td>OEB #</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------</td>
<td>-------</td>
</tr>
<tr>
<td>General Service (501kW – 5000kW)</td>
<td>340 – 01</td>
<td>3.4</td>
</tr>
<tr>
<td>Embedded Generation</td>
<td>350 – 01</td>
<td>3.5</td>
</tr>
<tr>
<td>Embedded Market Participant</td>
<td>360 – 01</td>
<td>3.6</td>
</tr>
<tr>
<td>Embedded Distributor</td>
<td>370 – 01</td>
<td>3.7</td>
</tr>
<tr>
<td>Unmetered Connections</td>
<td>380 – 01</td>
<td>3.8</td>
</tr>
</tbody>
</table>

**Section 400 – Glossary of Terms**

**Section 500 – Appendices**
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.
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

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.

-------- End of Document --------
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.
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*.
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.
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*.
Oshawa PUC Networks Inc.  
Conditions of Service

Distributor Rights

<table>
<thead>
<tr>
<th>Oshawa PUC Networks Inc.</th>
<th>Number:</th>
<th>OPUCNCOS – 170 – 00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Issue Date:</td>
<td>March 20, 2003</td>
</tr>
<tr>
<td></td>
<td>Review Date:</td>
<td>November, 2003</td>
</tr>
</tbody>
</table>

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*.

--------- End of Document ---------
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.
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 document. 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.
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.
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 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”的 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:

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

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.
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.

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

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--------- End of Document ---------
Oshawa PUC Networks Inc.

Conditions of Service

Unauthorized Energy Use

<table>
<thead>
<tr>
<th>Number:</th>
<th>OPUCNCOS – 220 – 02</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date:</td>
<td>November 12, 2002</td>
</tr>
<tr>
<td>Review Date:</td>
<td>November, 2003</td>
</tr>
</tbody>
</table>

1. Preamble

Energy usage that is not recorded by an OUPCN 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.

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

-------- End of Document --------
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
Oshawa PUC Networks Conditions of Service
OPUCNCOS – 230 – 03 Electrical Disturbances

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.

-------- End of Document --------
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.
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:

<table>
<thead>
<tr>
<th>Nominal Voltage</th>
<th>Voltage Variation Limits</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Extreme Conditions</td>
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<tr>
<td>Single Phase</td>
<td></td>
</tr>
<tr>
<td>120/240</td>
<td>106/212</td>
</tr>
<tr>
<td>240</td>
<td>212</td>
</tr>
<tr>
<td>480</td>
<td>424</td>
</tr>
<tr>
<td>600</td>
<td>530</td>
</tr>
<tr>
<td>Three Phase 4w</td>
<td></td>
</tr>
<tr>
<td>120/208</td>
<td>110/190</td>
</tr>
<tr>
<td>277/480</td>
<td>245/424</td>
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<tr>
<td>347/600</td>
<td>306/530</td>
</tr>
<tr>
<td>Three Phase 3w</td>
<td></td>
</tr>
<tr>
<td>240</td>
<td>212</td>
</tr>
<tr>
<td>480</td>
<td>424</td>
</tr>
<tr>
<td>600</td>
<td>530</td>
</tr>
</tbody>
</table>
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.

---------- End of Document ----------
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.
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
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 for Customer enrollment with a retailer.

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.
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.
## Oshawa PUC Networks Inc.

### Conditions of Service

<table>
<thead>
<tr>
<th>Tariffs and Charges Energy Supply</th>
<th>Number:</th>
<th>OPUCNCOS – 240 – 02</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Issue Date:</td>
<td>December 10, 2002</td>
</tr>
<tr>
<td></td>
<td>Review Date:</td>
<td>November, 2003</td>
</tr>
</tbody>
</table>

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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---------- End of Document ----------
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.
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.
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 OPUCNOS-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.

--------- End of Document ---------
1. Preamble

Oshawa PUC Networks Inc. (OUCN) 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 OUCNCOS-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. OUCN 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.

OUCN 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 OUCNCOS-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. OUCN 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 finalled 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.
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.

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

--------- End of Document ---------
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.
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.
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.
## Oshawa PUC Networks Inc.

### Conditions of Service

<table>
<thead>
<tr>
<th>General Service 501kW to 5000 kW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number: OPUCNCOS – 340 – 01</td>
</tr>
<tr>
<td>Issue Date: January 17, 2003</td>
</tr>
<tr>
<td>Review Date: November, 2003</td>
</tr>
</tbody>
</table>

### 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.
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.
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.
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.
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 ---------
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:

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

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);
“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)
“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)


“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;
“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);
“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)
“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)

“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)
"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)
Appendix Name

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
  • Connection
  • Settlement
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 ---------
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. The website address is 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

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Ownership Demarcation Point</th>
<th>Standard Allowance</th>
<th>Basic Connection Fee</th>
<th>Variable Connection Fee</th>
<th>Additional Services Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overhead (Not requiring transformation facilities on customer’s property)</td>
<td>Top of Customer’s service mast.</td>
<td>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.</td>
<td>See Appendix C</td>
<td>Actual costs for connection assets and installation beyond Basic Connection Fee.</td>
<td>Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN</td>
</tr>
<tr>
<td>Underground (Not requiring transformation facilities on customer’s property)</td>
<td>Line side of individual residential service meter base.</td>
<td>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.</td>
<td>See Appendix C</td>
<td>Actual costs for connection assets and installation beyond Basic Connection Fee.</td>
<td>Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN</td>
</tr>
<tr>
<td>Underground or overhead (Requiring transformation facilities on customer’s property)</td>
<td>Dead-end insulator, including connection lead wire, on Customer pole located within 10 metres of property line.</td>
<td>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.</td>
<td>See Appendix C</td>
<td>Actual costs for connection assets and installation beyond Basic Connection Fee.</td>
<td>Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN</td>
</tr>
</tbody>
</table>

### Residential – Site Plan Development

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

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

### General Service Up to 50 kW – Single Service

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

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

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Ownership Demarcation Point</th>
<th>Standard Allowance</th>
<th>Basic Connection Fee</th>
<th>Variable Connection Fee</th>
<th>Additional Services Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground</td>
<td>Secondary bushings of padmount transformer OR secondary bus stubb in transformer vault room</td>
<td>None</td>
<td>See Appendix C</td>
<td>Actual costs for connection assets and installation.</td>
<td>Additional or redesign due to changes in initial proposal and associated re-inspections by OPUCN. Changes to existing OPUCN plant required to service customer.</td>
</tr>
</tbody>
</table>
General Service 501 kW to 5000 kW – Site Plan Development

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

General Service Subdivision

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

Streetlighting

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

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Ownership Demarcation Point</th>
<th>Basic Connection Fee* (for Standard Allowance)</th>
<th>Variable Connection Fee*</th>
<th>Service Disconnection Fee* (If requested by customer)</th>
</tr>
</thead>
</table>
| Overhead     | Top of Customer’s service mast | $550.00                                      | Actual costs for connection assets 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  | Line side of individual residential service meter base. | $550.00                                      | Actual costs for connection assets 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 | Dead-end insulator, including connection lead wire, on Customer pole located within 10 meters of property line | $550.00                                      | Actual costs for connection assets 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

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Ownership Demarcation Point</th>
<th>Basic Connection Fee* (for Standard Allowance)</th>
<th>Variable Connection Fee*</th>
<th>Service Disconnection Fee* (If requested by customer)</th>
</tr>
</thead>
</table>
| Underground Secondary Service from transformer to meter base. | Line side of individual unit/dwelling 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 unit/dwelling 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
### Residential – Subdivision Agreement

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

- Subject to annual review

### General Service Up to 50 kW – Single Service

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

- Subject to annual review

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

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

- Subject to annual review
## General Service 501 kW to 5000 kW – Site Plan Development

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

- Subject to annual review

## General Service Subdivision

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

- Subject to annual review

## Streetlighting

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

- Subject to annual review
## APPENDIX D

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

See attached document.
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:

<table>
<thead>
<tr>
<th>Component</th>
<th>Cost</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering</td>
<td>$ xx,xxx.xx</td>
<td></td>
</tr>
<tr>
<td>Labour and Equipment</td>
<td>$ xx,xxx.xx</td>
<td>- subject to alternative bid</td>
</tr>
<tr>
<td>Material</td>
<td>$ xx,xxx.xx</td>
<td>- subject to alternative bid</td>
</tr>
<tr>
<td>Administration</td>
<td>$ xx,xxx.xx</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$xxx,xxx.xx</td>
<td></td>
</tr>
</tbody>
</table>

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 administrating 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, 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

OSAWA 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

<table>
<thead>
<tr>
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<th>Number:</th>
<th>OPUCNCOS – 500 – E</th>
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<tbody>
<tr>
<td>Conditions of Service</td>
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<td>April 7, 2003</td>
</tr>
<tr>
<td>Construction Agreement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Distributor Constructed</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 asphaltng, 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 $\bullet$. 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**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Distribution Voltage</td>
<td></td>
</tr>
<tr>
<td>Secondary Servicing Voltage</td>
<td></td>
</tr>
<tr>
<td>Number of Switchgear Units</td>
<td></td>
</tr>
<tr>
<td>Number of Pad-mounted Junctions</td>
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</tr>
</tbody>
</table>

**Upstream Infrastructure**

Charges have been established using historical costs associated with upstream costs and are calculated on a $ per kW basis.

**Connection Assets**

<table>
<thead>
<tr>
<th>Asset</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Transformers</td>
<td></td>
</tr>
<tr>
<td>Secondary Services to be connected</td>
<td></td>
</tr>
<tr>
<td>Streetlight Services to be connected</td>
<td></td>
</tr>
</tbody>
</table>

Developer’s Capital Contribution  $ ________________

broken down into:

<table>
<thead>
<tr>
<th>Asset</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer’s Letter of Credit</td>
<td></td>
</tr>
<tr>
<td>Developer’s Cash Payment</td>
<td></td>
</tr>
</tbody>
</table>
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 \*.

________________________  ______________________  
Authorized Signature      Authorized Signature

::ODMA/PCDOCS/CCT417397/2
## APPENDIX F

<table>
<thead>
<tr>
<th>Oshawa PUC Networks Inc.</th>
<th>Number: OPUCNCOS – 500 – F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conditions of Service</td>
<td>Issue Date: April 7, 2003</td>
</tr>
<tr>
<td></td>
<td>Review Date: April 7, 2003</td>
</tr>
<tr>
<td>Construction Agreement – Developer Constructed</td>
<td></td>
</tr>
</tbody>
</table>

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.
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”.

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”.

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.

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 remediing 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 shall be enforceable, in all respects, against the parties, as if such provision had not been included therein.
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 by 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
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/CCTv417403v2
See attached document.

<table>
<thead>
<tr>
<th>Oshawa PUC Networks Inc.</th>
<th>Number:  OPUCNCOS – 500 – G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conditions of Service</td>
<td>Issue Date: April 7, 2003</td>
</tr>
<tr>
<td>Connection Agreement</td>
<td>Review Date: April 7, 2003</td>
</tr>
<tr>
<td>– Offer to Connect</td>
<td></td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering</td>
<td>$ xx,xxx.xx</td>
</tr>
<tr>
<td>Labour and Equipment</td>
<td>$ xx,xxx.xx</td>
</tr>
<tr>
<td>Material</td>
<td>$ xx,xxx.xx</td>
</tr>
<tr>
<td>Administration</td>
<td>$ xx,xxx.xx</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$xxx,xxx.xx</strong></td>
</tr>
</tbody>
</table>

3. Capital Contribution Summary

Total Capital Contribution Required From Developer: $ xx,xxx.xx

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Approvals</td>
<td>$ xx.xx per hour</td>
</tr>
<tr>
<td>Testing and Connections</td>
<td>$xxx.xx per hour</td>
</tr>
<tr>
<td>Field Inspections</td>
<td>$ xx.xx per hour</td>
</tr>
<tr>
<td>Administration</td>
<td>10% on above totals</td>
</tr>
</tbody>
</table>

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, 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.

OSHA WA 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

<table>
<thead>
<tr>
<th>Nominal Voltage</th>
<th>Phase</th>
<th>Wire</th>
<th>Demand Expected</th>
<th>Inrush Amps</th>
<th>Expected In Service</th>
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<td>Amperes</td>
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</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>Developer / OPUCN Responsibilities - Specific</th>
<th>Nominal Amperes</th>
<th>Nominal Voltage</th>
<th>Nominal Phase</th>
<th>Wire</th>
<th>Demand Expected</th>
<th>Inrush Amps</th>
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<tr>
<td>General Rate</td>
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</table>

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

Oshawa PUC Networks Inc.

Conditions of Service

Metering and Billing Dispute Policy

<table>
<thead>
<tr>
<th>Number:</th>
<th>OPUCNCOS – 500 – H</th>
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<tbody>
<tr>
<td>Issue Date:</td>
<td>October 15, 2002</td>
</tr>
<tr>
<td>Review Date:</td>
<td>November, 2003</td>
</tr>
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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

<table>
<thead>
<tr>
<th>Oshawa PUC Networks Inc.</th>
<th>Number:</th>
<th>OPUCNCOS – 500 – I</th>
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<td>Conditions of Service</td>
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<td>April 7, 2003</td>
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<tr>
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<td>Review Date:</td>
<td>April 7, 2003</td>
</tr>
<tr>
<td>Distribution Services Agreement</td>
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</tbody>
</table>

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.
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

<table>
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<th>Oshawa PUC Networks Inc.</th>
<th>Number: OPUCNCOS – 500 – M</th>
</tr>
</thead>
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<td>Conditions of Service</td>
<td>Issue Date: April 7, 2003</td>
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<td>Review Date: April 7, 2003</td>
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<td>Unmetered Connection Agreement</td>
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See Appendix I
## APPENDIX N

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<td>Sample Service Agreement for a Retailer</td>
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</table>

See attached sample agreement.
SERVICE AGREEMENT
BETWEEN
OSHAWA PUC NETWORKS INC. (DISTRIBUTOR)
AND
------------------------------- (RETAILER)

APPENDIX C - SERVICE AGREEMENT

RETAIL SETTLEMENT CODE
TABLE OF CONTENTS

Article 1 - Interpretation 4
   1.1 Definitions 4
   1.2 Sections and Headings 4
   1.3 Number and Gender 4

Article 2 - Scope and Term 5
   2.1 Entire Agreement 5
   2.2 Relationship of the Parties 5
   2.3 Effective Date 5
   2.4 Termination 5

Article 3 - Security Arrangements 6
   3.1 Type of Security 6
   3.2 Details of Security Arrangements 6

Article 4 - Financial Arrangements 7
   4.1 Billing 7
   4.2 Payment 7

Article 5 - Confidential Information 8

Article 6 - Dispute Resolution 9
   6.1 Exclusivity 9
   6.2 Duty to Negotiate 9
   6.3 Referral of Unresolved Disputes 9
   6.4 External Arbitration Procedures 9
   6.5 Appointment of Arbitrator 10
   6.6 Written Statement of Dispute and Response 10
   6.7 Discovery of Facts 10
   6.8 Confidentiality of Documents 11
   6.9 Procedural Rules 11
   6.10 Decision Requirements 11
   6.11 Finality of Decisions 11
   6.12 Arbitration Act 11
   6.13 Costs 12

Article 7 - General 13
   7.1 Waiver 13
   7.2 Amendments and Modifications to this Agreement 13
   7.3 Assignment and Delegation 13
   7.4 Severability 14
   7.5 Notices 14
   7.6 Statutes 14
   7.7 Applicable Law 15
   7.8 Time 15
   7.9 Calculation of Time 15
   7.10 Further Assurances 15
   7.11 Counterparts and Execution by Fax 15
   7.12 Binding Effect 15

APPENDIX A 16-19

APPENDIX B 20

APPENDIX C 21-24

APPENDIX D 25

APPENDIX E 26
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:


“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;


“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

Title: CFO / CAO

Retailer

------------------------------------

Per:

Title
APPENDIX A

Contact Information

(The Distributor shall fill in the blanks)

<table>
<thead>
<tr>
<th>Mr. ☐ Mrs. ☐</th>
<th>Miss ☐ Ms. ☐</th>
<th>Dade</th>
<th>Christine</th>
<th>M.</th>
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<td>Last Name:</td>
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<td>Other:</td>
<td>Consultant</td>
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<td>Position Held:</td>
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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)

<table>
<thead>
<tr>
<th>Mr. ☐ Mrs. ☐</th>
<th>Miss ☐ Ms. ☐</th>
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<td>Last Name:</td>
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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)

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<th>Last Name:</th>
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<td>Ziccardi</td>
<td>Marina</td>
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Other:

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<tr>
<td>Customer Service Manager</td>
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Contact Address (if R.R., give Lot, Concession No. and Township):

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<tr>
<th>City</th>
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<tr>
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<td>L1H 7M7</td>
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<th>E-mail Address</th>
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<tr>
<td><a href="mailto:Mziccardi@opuc.on.ca">Mziccardi@opuc.on.ca</a></td>
<td>905-723-4626 ext 251</td>
<td>905-723-3248</td>
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Contact Address (if R.R., give Lot, Concession No. and Township):

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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

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<th>Mr. ☐</th>
<th>Mrs. ☐</th>
<th>Miss ☐</th>
<th>Ms. ☐</th>
<th>Dade</th>
<th>Christine</th>
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<td><a href="mailto:cdade@opuc.on.ca">cdade@opuc.on.ca</a></td>
<td>905-723-4626</td>
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### Contact Information for Settlements

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Contact Address (if R.R., give Lot, Concession No. and Township):

100 Simcoe St. South

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<th>Oshawa</th>
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<td>City</td>
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<tr>
<td><a href="mailto:cdade@opuc.on.ca">cdade@opuc.on.ca</a></td>
<td>905-723-4626 ext 311</td>
<td>905-723-3248</td>
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<tr>
<th>Other:</th>
<th>Position Held:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contact Address (if R.R., give Lot, Concession No. and Township):

<table>
<thead>
<tr>
<th>Toronto</th>
<th>Ontario</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>Province</td>
</tr>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail Address</th>
<th>Phone Number</th>
<th>FAX Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 ___ 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 ___ 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

(Retailer 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:

<table>
<thead>
<tr>
<th>Customer Class Category</th>
<th>Meter Reading Frequency</th>
<th>Billing Frequency for customers billed under SSS or distributor-consolidated billing</th>
<th>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)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>Every 2 months</td>
<td>Every 2 months</td>
<td>16 days following invoicing</td>
</tr>
<tr>
<td>General Service Non time of use Less than 50 kw</td>
<td>Every 2 months</td>
<td>Every 2 months</td>
<td>16 days following invoicing</td>
</tr>
<tr>
<td>General Service Non Time of Use Greater than 50 kw</td>
<td>Every month</td>
<td>Every month</td>
<td>16 days following invoicing</td>
</tr>
<tr>
<td>General Service Time of Use Greater than 50 Kw</td>
<td>Every month</td>
<td>Every month</td>
<td>16 days following invoicing</td>
</tr>
<tr>
<td>Large Customer Greater than 5000 Kw</td>
<td>Every month</td>
<td>Every month</td>
<td>16 days following invoicing</td>
</tr>
</tbody>
</table>

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:

- **X** 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:

- **X** 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:

- **X** 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

Oshawa PUC Networks Inc.
Conditions of Service

Number: OPUCNOS – 500 – O-R1
Issue Date: June 25, 2004
Review Date: June 25, 2005
November 2006
May 2007

Schedule of Rates and Charges

Residential Rates May 1, 2007

<table>
<thead>
<tr>
<th>Electricity</th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Supply Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 600 kWh</td>
<td>$0.0530</td>
<td>yes</td>
</tr>
<tr>
<td>Balance of kWh</td>
<td>$0.0620</td>
<td>yes</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retailer Contract (Signed after Dec 9, 2002)</td>
<td>fixed rate</td>
<td>yes</td>
</tr>
</tbody>
</table>

Delivery

| 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         |

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

<table>
<thead>
<tr>
<th>Adjustment Factor</th>
<th>TLF</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.0466</td>
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</tbody>
</table>

Additional information is available contactus@opuc.on.ca or visit the Ontario Energy Board’s Web site at www.oeb.gov.on.ca.
## General Service Less than 50kW Rates

**May 1, 2007**

<table>
<thead>
<tr>
<th>Electricity</th>
<th>Rate</th>
<th>Applies</th>
</tr>
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<tbody>
<tr>
<td>Standard Supply Service</td>
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<tr>
<td>First 750 kWh</td>
<td>$0.0530</td>
<td>yes</td>
</tr>
<tr>
<td>Balance of kWh</td>
<td>$0.0620</td>
<td>yes</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retailer Contract (Signed after Dec 9, 2002)</td>
<td>fixed rate</td>
<td>yes</td>
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### Delivery

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Applies</th>
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<tbody>
<tr>
<td>Fixed Distribution Charge (monthly)</td>
<td>$9.1000</td>
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<tr>
<td>Distribution Volumetric Charge per kWh</td>
<td>$0.0190</td>
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<tr>
<td>Network Service Rate per kWh</td>
<td>$0.0053</td>
<td>yes</td>
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<tr>
<td>Line and Transformation Connection Rate per kWh</td>
<td>$0.0041</td>
<td>yes</td>
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### Regulatory Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Applies</th>
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<tbody>
<tr>
<td>Standard Supply Service Administrative Charge (monthly)</td>
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<td>no</td>
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<tr>
<td>Wholesale Market Services Rate per kWh</td>
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### Debt Retirement Charge

<table>
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<tr>
<th>Description</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Retirement Charge per kWh</td>
<td>$0.0070</td>
<td>no</td>
</tr>
</tbody>
</table>

### Adjustment Factor

<table>
<thead>
<tr>
<th>TLF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0466</td>
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</tbody>
</table>

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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 Rates
May 1, 2007

**Electricity**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Supply Service (designated customers)</td>
<td>$0.0530</td>
<td>yes</td>
</tr>
<tr>
<td>First 750 kWh</td>
<td>$0.0620</td>
<td>yes</td>
</tr>
<tr>
<td>Balance of kWh</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Ontario Energy Price</td>
<td>hourly price</td>
<td>yes</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retailer Contract</td>
<td>fixed rate</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Delivery**

<table>
<thead>
<tr>
<th>Charge Description</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Distribution Charge (monthly)</td>
<td>$40.860</td>
<td>no</td>
</tr>
<tr>
<td>Distribution Volumetric Charge per kW</td>
<td>$3.9404</td>
<td>no</td>
</tr>
<tr>
<td>Network Service Rate per kW</td>
<td>$2.4441</td>
<td>no</td>
</tr>
<tr>
<td>Line and Transformation Connection Rate per kW</td>
<td>$1.8565</td>
<td>no</td>
</tr>
</tbody>
</table>

**Regulatory Charges**

<table>
<thead>
<tr>
<th>Charge Description</th>
<th>Rate</th>
<th>Applies</th>
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</thead>
<tbody>
<tr>
<td>Standard Supply Service Administrative Charge (monthly)</td>
<td>$0.2500</td>
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</tr>
<tr>
<td>Wholesale Market Services Rate per kWh</td>
<td>$0.0062</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Debt Retirement Charge**

<table>
<thead>
<tr>
<th>Charge Description</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Retirement Charge per kWh</td>
<td>$0.0070</td>
<td>no</td>
</tr>
</tbody>
</table>

**Adjustment Factor**

| TLF | 1.0466 |

Additional information is available contactus@opuc.on.ca or visit the Ontario Energy Board’s Web site at www.oeb.gov.on.ca.
**General Service Greater than 50kW Less than 200kW Rates**
*May 1, 2007*

<table>
<thead>
<tr>
<th><strong>Electricity</strong></th>
<th><strong>Rate</strong></th>
<th><strong>TLF</strong></th>
<th><strong>Applies</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Supply Service (designated customers)</td>
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<tr>
<td>OR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wholesale Average Price</td>
<td></td>
<td>weighted average price</td>
<td>yes</td>
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<tr>
<td>OR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retailer Contract</td>
<td></td>
<td>fixed rate</td>
<td>yes</td>
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</tbody>
</table>

**Delivery**

| **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     |             |

**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   |        |             |

*This Adjustment Factor is used for the majority of General Service Greater than 50kW Less than 1000kW*

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General Service Greater than 200kW  Less than 1000kW Rates  
May 1, 2007

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**Adjustment Factor**  
TLF  
1.0466

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# General Service Greater than 200kW Less than 1000kW Rates
## May 1, 2007

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<td>OR</td>
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### Delivery

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</thead>
<tbody>
<tr>
<td>Standard Supply Service Administrative Charge (monthly)</td>
<td>$0.2500</td>
<td>no</td>
</tr>
<tr>
<td>Wholesale Market Services Rate per kWh</td>
<td>$0.0062</td>
<td>yes</td>
</tr>
</tbody>
</table>

### Debt Retirement Charge

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Retirement Charge per kWh</td>
<td>$0.0070</td>
<td>no</td>
</tr>
</tbody>
</table>

### Adjustment Factor TLF

<table>
<thead>
<tr>
<th>Factor</th>
<th>TLF</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.0466</td>
</tr>
</tbody>
</table>

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 Rates
### May 1, 2007

### Electricity

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Supply Service (designated customers)</td>
<td>$0.0530</td>
<td>yes</td>
</tr>
<tr>
<td>First 750 kWh</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance of kWh</td>
<td>$0.0620</td>
<td>yes</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Ontario Energy Price</td>
<td>hourly price</td>
<td>yes</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retailer Contract</td>
<td>fixed rate</td>
<td>yes</td>
</tr>
</tbody>
</table>

### Delivery

<table>
<thead>
<tr>
<th>Charge</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Distribution Charge (monthly)</td>
<td>$1,952.54</td>
<td>no</td>
</tr>
<tr>
<td>Distribution Volumetric Charge per kW</td>
<td>$4.4182</td>
<td>no</td>
</tr>
<tr>
<td>Network Service Rate per kW</td>
<td>$2.4441</td>
<td>no</td>
</tr>
<tr>
<td>Line and Transformation Connection Rate per kW</td>
<td>$1.8565</td>
<td>no</td>
</tr>
</tbody>
</table>

### Regulatory Charges

<table>
<thead>
<tr>
<th>Charge</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Supply Service Administrative Charge (monthly)</td>
<td>$0.2500</td>
<td>no</td>
</tr>
<tr>
<td>Wholesale Market Services Rate per kWh</td>
<td>$0.0062</td>
<td>yes</td>
</tr>
</tbody>
</table>

### Debt Retirement Charge

<table>
<thead>
<tr>
<th>Charge</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Retirement Charge per kWh</td>
<td>$0.0070</td>
<td>no</td>
</tr>
</tbody>
</table>

### Adjustment Factor TLF

1.0466

Additional information is available 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 Rates  
May 1, 2007

<table>
<thead>
<tr>
<th><strong>Electricity</strong></th>
<th><strong>Rate</strong></th>
<th><strong>Applies</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Ontario Energy Price</td>
<td></td>
<td>hourly price yes</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td>fixed rate yes</td>
</tr>
</tbody>
</table>

**Delivery**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Distribution Charge (monthly)</td>
<td>$10,512.51</td>
<td>no</td>
</tr>
<tr>
<td>Distribution Volumetric Charge per kW</td>
<td>$3.1762</td>
<td>no</td>
</tr>
<tr>
<td>Network Service Rate per kW</td>
<td>$2.6041</td>
<td>no</td>
</tr>
<tr>
<td>Line and Transformation Connection Rate per kW</td>
<td>$2.0258</td>
<td>no</td>
</tr>
</tbody>
</table>

**Regulatory Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Supply Service Administrative Charge (monthly)</td>
<td>$0.2500</td>
<td>no</td>
</tr>
<tr>
<td>Wholesale Market Services Rate per kWh</td>
<td>$0.0062</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Debt Retirement Charge**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Retirement Charge per kWh</td>
<td>$0.0070</td>
<td>no</td>
</tr>
</tbody>
</table>

**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)
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.

<table>
<thead>
<tr>
<th>Element size</th>
<th>Billing Based on Flat Rate kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>600</td>
<td>233</td>
</tr>
<tr>
<td>800</td>
<td>289</td>
</tr>
<tr>
<td>1000</td>
<td>348</td>
</tr>
<tr>
<td>1000/3000</td>
<td>367</td>
</tr>
<tr>
<td>1500</td>
<td>518</td>
</tr>
<tr>
<td>1500/4500</td>
<td>551</td>
</tr>
<tr>
<td>3000</td>
<td>551</td>
</tr>
<tr>
<td>3800</td>
<td>698</td>
</tr>
<tr>
<td>4000</td>
<td>774</td>
</tr>
<tr>
<td>4500</td>
<td>827</td>
</tr>
<tr>
<td>5000</td>
<td>1021</td>
</tr>
</tbody>
</table>

Additional information is available contactus@opuc.on.ca or visit the Ontario Energy Board’s Web site at 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.

<table>
<thead>
<tr>
<th>Electricity</th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Service Supply (designated customers)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 750 kWh</td>
<td>$0.0530</td>
<td>yes</td>
</tr>
<tr>
<td>Balance of kWh</td>
<td>$0.0620</td>
<td>yes</td>
</tr>
<tr>
<td>OR</td>
<td>fixed rate</td>
<td>yes</td>
</tr>
<tr>
<td>Retailer Contract</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Distribution Charge (monthly)</td>
<td>$2.4700</td>
<td>no</td>
</tr>
<tr>
<td>Distribution Volumetric Charge per kW</td>
<td>$5.7689</td>
<td>no</td>
</tr>
<tr>
<td>Network Service Rate per kW</td>
<td>$1.7158</td>
<td>no</td>
</tr>
<tr>
<td>Line and Transformation Connection Service Rate per kW</td>
<td>$1.3152</td>
<td>no</td>
</tr>
</tbody>
</table>

Regulatory Charges

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Supply Service Administrative Charge (monthly)</td>
<td>$0.2500</td>
<td>no</td>
</tr>
<tr>
<td>Wholesale Market Services Rate per kWh</td>
<td>$0.0062</td>
<td>yes</td>
</tr>
</tbody>
</table>

Debt Retirement Charge

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Retirement Charge per kWh</td>
<td>$0.0070</td>
<td>no</td>
</tr>
</tbody>
</table>

Adjustment Factor TLF 1.0466

Additional information is available contactus@opuc.on.ca or visit the Ontario Energy Board’s Web site at 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.

<table>
<thead>
<tr>
<th>Electricity</th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Service Supply</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 750 kWh</td>
<td>$0.0530</td>
<td>yes</td>
</tr>
<tr>
<td>Balance of kWh</td>
<td>$0.0620</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Delivery**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Distribution Charge per light (monthly)</td>
<td>$0.4700</td>
<td>no</td>
</tr>
<tr>
<td>Distribution Volumetric Charge per kW</td>
<td>$7.5976</td>
<td>no</td>
</tr>
<tr>
<td>Network Service Rate per kW</td>
<td>$1.6867</td>
<td>no</td>
</tr>
<tr>
<td>Line and Transformation Connection Service Rate per kW</td>
<td>$1.2929</td>
<td>no</td>
</tr>
</tbody>
</table>

**Regulatory Charges**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Supply Service Administrative Charge (monthly)</td>
<td>$0.2500</td>
<td>no</td>
</tr>
<tr>
<td>Wholesale Market Services Rate per kWh</td>
<td>$0.0062</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Debt Retirement Charge**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Retirement Charge per kWh</td>
<td>$0.0070</td>
<td>no</td>
</tr>
</tbody>
</table>

**Adjustment Factor TLF**

1.0466

Additional information is available contactus@opuc.on.ca or visit the Ontario Energy Board’s Web site at www.oeb.gov.on.ca.
Unmetered Scattered Load
May 1, 2007

**Electricity**

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Service Supply</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 750 kWh</td>
<td>$0.0530</td>
<td>yes</td>
</tr>
<tr>
<td>Balance of kWh</td>
<td>$0.0620</td>
<td>yes</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retailer Contract (signed after Dec 9, 2002)</td>
<td>fixed rate</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Delivery**

<table>
<thead>
<tr>
<th>Charge</th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Distribution Charge per connection</td>
<td>$4.4200</td>
<td>no</td>
</tr>
<tr>
<td>Distribution Volumetric Charge per kWh</td>
<td>$0.0206</td>
<td>no</td>
</tr>
<tr>
<td>Network Service Rate per kWh</td>
<td>$0.0053</td>
<td>yes</td>
</tr>
<tr>
<td>Line and Transformation Connection Service Rate per kW</td>
<td>$0.0041</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Regulatory Charges**

<table>
<thead>
<tr>
<th>Charge</th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Supply Service Administrative Charge (monthly)</td>
<td>$0.2500</td>
<td>no</td>
</tr>
<tr>
<td>Wholesale Market Services Rate per kWh</td>
<td>$0.0062</td>
<td>yes</td>
</tr>
</tbody>
</table>

**Debt Retirement Charge**

<table>
<thead>
<tr>
<th>Debt Retirement Charge per kWh</th>
<th>Rate</th>
<th>TLF Applies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Retirement Charge per kWh</td>
<td>$0.0070</td>
<td>no</td>
</tr>
</tbody>
</table>

**Adjustment Factor TLF**

| Adjustment Factor TLF | 1.0466 |

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## Specific Service Charges
### May 1, 2007

### Customer Administration

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrears Certificate</td>
<td>$15.00</td>
</tr>
<tr>
<td>Easement Letter</td>
<td>$15.00</td>
</tr>
<tr>
<td>Account History</td>
<td>$15.00</td>
</tr>
<tr>
<td>Change of Occupancy (Account Setup)</td>
<td>$30.00</td>
</tr>
<tr>
<td>Legal Letter charge</td>
<td>$15.00</td>
</tr>
<tr>
<td>Credit Check (plus credit agency charges)</td>
<td>$15.00</td>
</tr>
<tr>
<td>Meter Dispute Charge (if meter found to be correct)</td>
<td>$30.00</td>
</tr>
<tr>
<td>Credit Reference Letter</td>
<td>$15.00</td>
</tr>
<tr>
<td>Returned Cheque Charge (plus bank charges)</td>
<td>$15.00</td>
</tr>
<tr>
<td>Special Meter Reads</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

### Non-Payment of Account

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late Payment – per month</td>
<td>1.50%</td>
</tr>
<tr>
<td>Late Payment – per annum</td>
<td>19.56%</td>
</tr>
<tr>
<td>Collection of account charge – no disconnection</td>
<td>$30.00</td>
</tr>
<tr>
<td>Disconnect/Reconnect at meter during regular hours including Load Limiting service</td>
<td>$65.00</td>
</tr>
<tr>
<td>Disconnect/Reconnect at meter after regular hours including Load Limiting service</td>
<td>$185.00</td>
</tr>
<tr>
<td>Disconnect/Reconnect at pole during regular hours</td>
<td>$185.00</td>
</tr>
<tr>
<td>Disconnect/Reconnect at pole after regular hours</td>
<td>$415.00</td>
</tr>
<tr>
<td>Access to the Power Poles – per pole/year</td>
<td>$22.35</td>
</tr>
</tbody>
</table>

### Allowances

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transformer Allowance for Ownership – per kW of billing demand/month</td>
<td>($0.60)</td>
</tr>
<tr>
<td>Primary Metering Allowance for transformer losses – applied to Measured demand and energy</td>
<td>-1%</td>
</tr>
</tbody>
</table>

### Loss Factors

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Loss Factor – Metered Customer &lt; 5000 kW</td>
<td>1.0466</td>
</tr>
<tr>
<td>Total Loss Factor – Metered Customer &gt; 5000 kW</td>
<td>1.0146</td>
</tr>
</tbody>
</table>
## Calculation of Deposit Requirements

**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.

---

<table>
<thead>
<tr>
<th>Oshawa PUC Networks Inc.</th>
<th>Number:</th>
<th>OPUCNCOS – 500 – P</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conditions of Service</td>
<td>Issue Date:</td>
<td>April 8, 2003</td>
</tr>
<tr>
<td></td>
<td>Review Date:</td>
<td>March, 2004</td>
</tr>
<tr>
<td>Calculation of Deposit Requirements</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

::ODMA\PCDOCS\CCT\424526\1
APPENDIX R

<table>
<thead>
<tr>
<th>Oshawa PUC Networks Inc.</th>
<th>Number: OPUCNCOS – 500 – R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conditions of Service</td>
<td>Issue Date: April 7, 2003</td>
</tr>
<tr>
<td></td>
<td>Review Date: April 7, 2003</td>
</tr>
<tr>
<td></td>
<td>May 2009</td>
</tr>
</tbody>
</table>

Equal Payment Plan Contract Letter

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.

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.

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
# APPENDIX R

<table>
<thead>
<tr>
<th>Oshawa PUC Networks Inc.</th>
<th>Number: OPUCNCOS – 500 – R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conditions of Service</td>
<td>Issue Date: April 7, 2003</td>
</tr>
<tr>
<td>Equal Payment Plan</td>
<td>Review Date: April 7, 2003</td>
</tr>
</tbody>
</table>

## Contract Letter

**YOUR BUDGET BILLING AUTHORIZATION FORM**

CPUC Customer Calls  
100 Simcoe St S  
Oshawa, On M1H 7M7

**CPUC Customer Calls**  
Account #393-00

**Authorization to Honour Cheques Drawn by Oshawa PUC Networks Inc.**

- **Bank Name:** ____________  
  **Bank Address:** ____________
- **Bank Transit:** ____________  
  **Bank Account #:** ____________

***PLEASE ENCLOSE A VOID CHEQUE AS A SAMPLE***

Your monthly payment will be $ and will start on 5th, 15th, or 25th (Circle One).

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:** ____________