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Director – Major Projects and Partnerships
Regulatory Affairs

BY COURIER

September 22, 2016

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

Dear Ms. Walli

EB-2016-0155 – E.L.K Energy Inc. Service Area Amendment - Hydro One Networks Intervenor Evidence

In accordance with the Board's Procedural Order 1, I am attaching two (2) hard copies of Hydro One Networks' Intervenor Evidence in the above-mentioned proceeding.

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

Sincerely,

ORIGINAL SIGNED BY JOANNE RICHARDSON

Joanne Richardson

c – Applicant (Electronic Only)

HYDRO ONE NETWORKS INC. INTERVENOR EVIDENCE

The incumbent distributor, the intervenor Hydro One Networks Inc. (“Hydro One”), submits the following evidence to contest the Updated Service Area Amendment application (“SAA”) filed by E.L.K Energy Inc. (“ELK” or the “Applicant”) on April 12, 2016. This application was subsequently updated on June 21, 2016, and again during the interrogatory response process on September 9, 2016. The Updated SAA will hereinafter be referred to as “the Application” or “ELK’s Application”.

The entire industrial subdivision development lands, owned by the developer 1710690 Ontario Inc. (the “Developer”), that are the subject of this Application, fall within Hydro One’s existing geographic service territory. There has been no Offer to Connect (“OTC”) request from the Developer. Within the industrial subdivision, only one customer, Sellick Equipment Ltd. or the “Customer”, has requested an OTC from both the Applicant and Hydro One. Hydro One owns and operates the physical assets that would be utilized to serve the Customer.

ELK is requesting to expand its service territory to connect the Customer and the vacant lands owned by the Developer. Hydro One contends that ELK is not the most efficient distributor to complete these connections.

“In a contested application, the onus will be on the applicant to demonstrate that the amendment is in the public interest”¹.

The Applicant has not satisfied this obligation because the Application fails to promote economic efficiency. In Section 1 below, Hydro One provides analysis that defends Hydro One’s position from a rates analysis perspective and by comparing both OTCs. Hydro One also submits that this Application fails to adhere to the DSC in multiple respects and provides evidence to support this in Section 2.

Section 1 – Economic Efficiency Analysis

Promotion of Economic Efficiency

The current record developed by the Applicant states that ELK provides a more economically efficient connection through a rates analysis² and reiterates this position in response to interrogatories³ posed by Board Staff, highlighting that the Customer will save \$10,581.50/year⁴ if it connects to ELK. While any customer would welcome lower rates, the Board has stated that rates should not be a deciding factor in granting SAA applications.

“The Board does not believe that significant weight should be put on differences in current distribution rates even though current rates may be

¹ RP-2003-0044 – Paragraph 199

² EB-2016-0155 – Application Section 7.3.2 – April 12, 2016

³ ELK Interrogatory Responses – Exhibit 6 – September 8, 2016

⁴ ELK Interrogatory Responses – Exhibit 6 – September 8, 2016

a significant factor in determining customer preference. In fact current rates, insofar as they are not a predictor of future rates, may misinform customer preference”⁵.

ELK is completely embedded within the Hydro One distribution system⁶. As such, ELK, the distributor, is a Sub-Transmission (“ST”) customer of Hydro One. ELK, like any other Hydro One ST customer, receives a monthly bill from Hydro One for these services.

Any incremental impact to the aggregate ELK peak demand caused by this Customer connection will impact the total monthly fees charged to ELK as a Hydro One ST customer. The current rates analysis completed by the Applicant fails to capture incremental impact on ELK’s monthly bill in its assessment of economic efficiency.

“Distribution rates are intended to cover the costs associated with the provision of the system, plus an approved rate of return...Whether they want to or not, all customers of the system are accordingly dependent on each other for the control of rates. Costs not paid by one customer, must be made up for by another”⁷.

The Customer has informed Hydro One that it anticipates that it will have a peak load of 1.2MW⁸. Hydro One has conducted a sensitivity analysis to assess the impact of the increase in peak demand caused by the addition of this customer on ELK’s ST bill. The analysis shows the impact on ELK’s ST delivery charges if the Customer’s contribution to ELK’s peak aggregate demand is at 25%, 50%, 75%, or 100% of the Customer’s peak load. These incremental charges will form part of ELK’s connection cost, which will ultimately be recovered from ratepayers. The results of this analysis have been added to ELK’s existing bill comparison that was provided as Exhibit 6 of ELK’s Interrogatory Responses and is filed as Attachments 1 through 4 of this Intervenor Evidence. In all instances, the incremental bill impact on ST delivery charges to ELK exceeds the anticipated customer savings of \$10,581.50/year submitted by ELK in the Application. As a result, under a comparative bill analysis, the fact is that Hydro One is the more cost-effective distributor.

ELK asserts that this connection will not have any impact on ELK’s customer rates⁹, specifically Low Voltage Service Rates. Analogous to the approach depicted in previous ELK rate applications¹⁰, Hydro One assumes that the increase in ELK’s embedded distributor charges resulting from the addition of the Customer will be recovered from the remainder of ELK’s customers. Consequently, in an effort to protect the interest of all customers, Hydro One submits that if the Board accepts ELK’s customer bill assessment as an appropriate economic efficiency test, the Board must also consider all relevant direct and indirect costs of ELK’s connecting the

⁵ RP-2003-0044 – Paragraph 86

⁶ EB-2016-0155 –ELK Interrogatory Response to OEB Interrogatory 1a – September 8, 2016

⁷ RP-2003-0044 – Paragraph 226

⁸ EB-2016-0155 – Hydro One Interrogatory Response to Board Staff Interrogatory 9, Attachment 2 – September 8, 2016

⁹ EB-2016-0155 – ELK Interrogatory Response 6 to Board Staff – September 8, 2016

¹⁰ EB-2011-0099 – ELK Rate Application: Determination of Low Voltage Charges – Exhibit 8, Tab 1, Schedule 1, Page 5-6 - September 19, 2012

Customer, i.e., include the incremental impact on ELK’s ST customer bill from Hydro One in order to complete the Customer connection.

Under any economic efficiency assessment, the incremental charges to ELK as an embedded distributor must be included as an indirect cost to complete the Customer connection. To do otherwise would ignore a foreseeable cost to distribution ratepayers.

Promotion of Economic Efficiency through an Offer to Connect Comparison

On September 15, 2016, Hydro One was notified by the Customer that there would be an additional amendment to its connection requirements. Specifically, the Customer informed Hydro One that the load break switch would be situated on a customer load break pole. As a result, Hydro One has revised its OTC accordingly and provided the revised OTC to the Customer on September 21, 2016. Hydro One’s revised OTC, provided as Attachment 5, outlines that Hydro One’s total connection costs for this Customer are now \$16,103.17.

In response to Board Staff Interrogatory 9, Attachment 3, Hydro One provided a comparison of costs to connect the Customer, specific to each distributor’s officially filed Offer to Connect. Hydro One’s total cost to connect the customer was \$18,494.38, whereas ELK’s total costs to connect the Customer was \$83,795.80. These costs are broken down for ease of reference in Table 1 below.

Table 1 – Cost Comparison as Per Original Offers to Connect

Item	Hydro One Costs	ELK Costs
Non-Contestable Costs – Line Expansion	N/A	\$48,217.68
Non-Contestable Costs – (other than line expansion) - Secondary	N/A	\$20,619.35
Non-Contestable Costs – (other than line expansion) - Primary	\$18,494.38	\$14,958.77
Total	\$18,494.38	\$83,795.80

In response to interrogatory questions¹¹, ELK filed an economic evaluation model that significantly reduced ELK’s original estimate of direct and indirect connection costs, from \$83,795 to \$17,135. ELK has provided no new OTC that corresponds to these costs. Similarly, there is no explanation whatsoever for the dramatic decline in costs.

As convenient as this new estimate may be for ELK, it continues to inaccurately represent a true cost comparison of the alternatives. It excludes costs such as, but not limited to, the Low Voltage Service charges that have already been discussed. Including such expenditures is the only accurate way to reflect ELK’s true cost to serve the Customer.

Therefore, a direct comparison of the OTCs filed by both LDCs, and any amendments thereto, prove that Hydro One still remains the more economically efficient distributor, as documented in Table 2 below. Inclusion of the indirect cost of ELK’s forecast Low Voltage Service charge increase would magnify the disparity between the two connection costs.

¹¹ EB-2016-0155 – ELK Interrogatory Responses: Exhibit 1- September 8, 2016

Table 2 – Revised HONI OTC and Costs Provided in ELK Response to Staff IR 9

Item	Hydro One Costs	ELK Costs
Non-Contestable Costs – Line Expansion	N/A	N/A
Non-Contestable Costs – (other than line expansion) - Secondary	N/A	\$8,432.49
Non-Contestable Costs – (other than line expansion) - Primary	\$16,103.17	\$8,702.67
Total	\$16,103.17	\$17,135.16

Promotion of Economic Efficiency – Vacant Lands Currently Owned by 1710690 Ontario Inc. and Adjacent Lands

“Amendments need to be anchored by real customers, with an economic case for the extension that is convincing”¹².

ELK has documented that it has not developed an OTC for the entire industrial subdivision nor does ELK have any load profiles required to develop an OTC, and the only [real] customer is the new customer subject to this SAA¹³. Therefore, the SAA scope must be limited to the single customer connection of Sellick Equipment Ltd., the only Customer. This is consistent with previous OEB SAA decisions¹⁴ and with *Chapter 7 of the Filing Requirements for Electricity Transmission and Distribution Applications*, which require an economic assessment comparison to be completed. Any request to transfer lands where no economic efficiency test can be conducted should be denied.

Section 2 – Consistency with the DSC

“Additional embedded supply points would contribute to undue complexity in system planning and operations, leading to diminished service quality and lack of transparency with regard to accountability for system reliability”¹⁵.

Ownership of the Kingsville M7 Feeder and Long Term Load Transfers

As noted throughout the Application, Hydro One and ELK will be providing service to the Customer using the same physical Hydro One asset, namely, the Kingsville M7 feeder. Therefore, the determination of this SAA application should be predicated on economic efficiency, since there would be no impact on reliability or quality of service as a result of the feeder regardless of which utility ultimately services the Customer. There is, however, some ambiguity on the record regarding asset ownership and whether a Hydro One connection would result in a retail point of supply or LTLT. Hydro One would like to take this opportunity to clarify the record.

To assist the Board in understanding ownership demarcations along the Kingsville M7 feeder between the parties, Hydro One states that Hydro One owns the main Kingsville M7 feeder

¹² RP-2003-0044 – Paragraph 241

¹³ EB-2016-0155 – ELK Interrogatory Response to HONI Interrogatory 5

¹⁴ EB-2012-0047 and EB-2011-0085

¹⁵ RP-2003-0044 – Paragraph 174

through HARROW NORTH PME to GREM1-M7 and out through HARROW WEST PME. Any ELK ownership is limited to *all taps and equipment serving ELK Energy customers* between HARROW NORTH PME, switch GREM1-M7 and HARROW WEST PME. A map illustrating these PME and switch points along the M7 feeder is provided in Attachment 6.

Contrary to ELK's suggestion, there will be no LTLT or retail point of supply created if Hydro One services the Customer. Hydro One will be using Hydro One's M7 feeder to serve the Customer. In a practical sense, if power were to fail on the main M7 feeder, Hydro One will be responsible for restoring power, not ELK.

It is the main M7 feeder that will be used to service this Customer, not any of the taps or related equipment currently serving ELK customers that ELK owns. Consequently, there will absolutely not be any retail point of supply or LTLTs created if Hydro One services the Customer.

This approach is consistent with the spirit of the Board's recent amendments to the Distribution System Code, specifically, that customers should be billed by the LDC that physically serves them¹⁶.

Hydro One also submits that the Applicant fails to acknowledge and admit that Hydro One is the current geographic and physical distributor to the two residential properties north of the lands subject to this SAA. These customers are documented in the map provided as Attachment 6. As a result, awarding Hydro One's service territory to ELK would roughen, not smooth, the well-defined boundary that currently exists between the two distributors.

Relocation of ELK Equipment and Associated Recovery of Costs

ELK has already relocated existing assets and/or installed new assets as a result of this connection.

An image of the Clark Street and Roseborough Road intersection in June of 2014 from Google Maps is provided as Diagram 1 below.

¹⁶ EB-2015-0006

Diagram 1



In the face of this contested SAA Application, ELK has unilaterally met with city officials to assess the relocation of existing ELK infrastructure into Hydro One service territory, and ELK unilaterally decided on the location of assets required to service this Customer¹⁷. Hydro One was not privy to the conversations between the municipality and ELK.

Diagram 2 below depicts the work that has already been undertaken by ELK at this intersection which ELK suggests was not done to accommodate the connection of the new Customer but rather to accommodate the Clark Street extension to accommodate the development¹⁸. Hydro One has documented the new items for the Board's reference.

Diagram 2



¹⁷ EB-2015-0006 – ELK Interrogatory Response to HONI Interrogatories 4g and 4h – September 8, 2016

¹⁸ EB-2016-0155 - ELK Interrogatory Response to Board Staff 5 – September 8, 2016

ELK's responses to interrogatories suggest that the relocation cost of the distribution assets is \$8,432.49 and that this cost is included in ELK's OTC to the Customer. The Customer should not be responsible for relocation charges that resulted from the expansion of a municipal roadway, charges that should be a responsibility of the municipality or, if an arrangement has been made, the Developer. Either way, Hydro One agrees the charges are a cost of the connection but they should not be recovered from the Customer unless these costs were specifically triggered by the Customer.

Instead of incurring the \$8K relocation expense, ELK could have, and should have, consulted with Hydro One in an effort to achieve a resolution that was fair and reasonable, as outlined in Section 3.4 of the DSC. Good utility practice would be for the two companies to explore the feasibility of various alternatives and come up with the most economical and technically feasible solution. This in turn would mitigate costs to connect the Customer.

Providing an Offer to Connect to the Customer

Much has been suggested by the Applicant that Hydro One was non-responsive to the Customer request for an OTC¹⁹. Hydro One was not in a position to provide the Customer with an OTC as Hydro One was still waiting for information that was required to provide an accurate estimate. Consequently, Hydro One did not provide the Customer an OTC, consistent with Section 6.1.1 of the DSC. Hydro One did not receive a complete New Customer Connection Information ("NCCI") package from the customer until May 10, 2016. Hydro One, at that time, consulted further with the Customer to ensure that the Customer understood the charges and that the information provided was accurate. During this consultation it was discovered that there would need to be a loading revision to that NCCI package – increasing the Customer peak load to 1.2MW. This revised NCCI was provided to Hydro One on July 25, 2016, and is provided as Attachment 2 of Hydro One's response to Board Staff Interrogatory 9. An OTC was then provided to the Customer on August 5, 2016, based on this load²⁰. Subsequently, due to a further Customer requirement change on September 15, 2016, a revised OTC was provided to the Customer on September 21, 2016.

Instead of expeditiously advancing plans to increase rate base and circumvent well-defined SAA practices, had ELK thoroughly investigated the needs of the Customer, in concert with the incumbent distributor, this prematurely-filed SAA could have been avoided. This would have improved the customer experience, mitigated costs to the system, and, in so doing, improved the overall quality of service provided to the Customer.

For all these reasons, Hydro One submits that this Application fails to demonstrate that this SAA is in the public interest and should be denied. In fact, Hydro One states that this Application demonstrates that the service territory should remain with Hydro One, although the onus is on the Applicant, not on the incumbent LDC.

¹⁹ EB-2016-0155 – ELK Application: Section 7.5.1, Attachment 3.3 – September 8, 2016

²⁰ EB-2016-0155 – Hydro One Interrogatory Response to Board Staff Interrogatory 9 – September 8, 2016

SUB TRANSMISSION Rate

> 500 kW Average, Customer Transformer, Connected to 13.8kV Line or Greater - Rate Assumes Primary Metering

Sub Transmission Line Loss Factor	3.4%	7.03%
Monthly Peak	1,212	1,200
Adjusted Peak	1,253	1,284
Monthly Usage	265,428	262,800
Adjusted Usage	274,453	281,275

Line Item	ELK Secondary Metered	H1 Amount Billed Primary	2016 Rate	Quantity
Electricity	\$ 2,905.57	\$ 2,835.09	\$ 0.0103	274,452.55
Global Adjustment	\$ 29,064.60	\$ 28,359.64	\$ 0.1033	274,452.55
Global Adjustment Rate Rider	\$ -	\$ 274.45	\$ (0.0010)	274,452.55
Delivery				
Service Charge	\$ 187.07	\$ 481.41	\$ 481.41	1.00
Meter Charge	\$ -	\$ 741.21	\$ 741.21	1.00
ELK Rate Rider	\$ 628.44	\$ -	\$ -	-
Rate Rider: Foregone Revenue	\$ -	\$ 47.56	\$ 47.56	1.00
Common ST - Distribution Volumetric	\$ 1,899.24	\$ 1,422.89	\$ 1.1740	1,212.00
Rate Rider: Disposition of Variance General (Volumetric)	\$ -	\$ 381.90	\$ 0.3151	1,212.00
Rate Rider: Disposition of Variance Wholesale Market Service	\$ -	\$ 541.16	\$ (0.4465)	1,212.00
Transmission Network Service	\$ 2,850.64	\$ 4,185.21	\$ 3.3396	1,253.21
Transmission Line Connection	\$ 1,940.67	\$ 976.37	\$ 0.7791	1,253.21
Transmission Transformation Connection	\$ -	\$ 2,219.81	\$ 1.7713	1,253.21
Low Voltage	\$ 556.38	\$ -	\$ -	-
Regulatory				
Wholesale Market Service	\$ 1,012.59	\$ 988.03	\$ 0.0036	274,452.55
Rural & Remote Rate Protection	\$ 365.66	\$ 356.79	\$ 0.0013	274,452.55
Ontario Electricity Support Program	\$ 309.40	\$ 301.90	\$ 0.0011	274,452.55
Standard Supply Administration	\$ 0.25	\$ 0.25	\$ 0.25	1.00
Debt Retirement	\$ 1,839.60	\$ 1,858.00	\$ 0.007	265,428.00
HST	\$ 5,662.81	\$ 5,764.26	13.0%	
TOTAL	\$ 49,222.92	\$ 50,104.71	\$ 881.79 - \$ 10,581.50	Yearly Savings

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	1st (\$/MWh)	2nd (\$/MWh)	Actual Rate (\$/MWh)	Average HOEP (\$/MWh)*
Jan 2016	\$ 84.23	\$ 92.14	\$ 91.79	\$ 13.69
Feb	\$ 103.84	\$ 96.78	\$ 98.51	\$ 12.56
Mar	\$ 90.22	\$ 102.99	\$ 106.10	\$ 5.90
Apr	\$ 121.15	\$ 111.77	\$ 111.32	\$ 6.11
May	\$ 104.05	\$ 114.93	\$ -	\$ 13.39
Jun	\$ 116.50	\$ 116.50	\$ -	\$ -
	\$ 103.3317	\$ -	\$ -	\$ 10.3300
Year to Date \$/kWh Average	\$ 0.1033	\$ -	\$ -	\$ 0.0103

Kingsville TS Charge for ELK	
Assume Sellick at 0.25 load during ELK Peak	303
25% Sellick's load during ELK Peak	313
Additional Monthly Costs to ELK	\$ 298.55
Additional Annual Costs to ELK	\$ 3,114.16

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Jun	\$ 116.50	\$ 116.50		
	\$ 103.3317			\$ 10.3300
Year to Date \$/kWh Average	\$ 0.1033	\$ -		\$ 0.0103

Kingsville TS Charge for ELK	
Assume Sellick at 0.5 load during ELK Peak	606
50% Sellick's load during ELK Peak	627
Additional Monthly Costs to ELK	\$ 597.10
Additional Annual Costs to ELK	\$ 62,282.33

SUB TRANSMISSION Rate

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Sub Transmission Line Loss Factor	3.4%	7.03%
Monthly Peak	1,212	1,200
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Year to Date \$/kWh Average	\$ 0.1033	\$ -	\$ -	\$ 0.0103

Kingsville TS Charge for ELK	
Assume Sellick at 0.75 load during ELK Peak	909
75% Sellick's load during ELK Peak	940
Additional Monthly Costs to ELK	\$ 895.65
Additional Annual Costs to ELK	\$ 7,785.29

Additional Annual Costs to ELK	\$ 93,423.49
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Ontario Electricity Support Program	\$ 309.40	\$ 301.90	\$ 0.0011	274,452.55
Standard Supply Administration	\$ 0.25	\$ 0.25	\$ 0.25	1.00

Debt Retirement	\$ 1,839.60	\$ 1,858.00	\$ 0.007	265,428.00
HST	\$ 5,662.81	\$ 5,764.26	13.0%	

TOTAL	\$ 49,222.92	\$ 50,104.71	\$ 881.79	\$ 10,581.50	Yearly Savings
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www.ieso.ca

	1st (\$/MWh)	2nd (\$/MWh)	Actual Rate (\$/MWh)	Average HOEP (\$/MWh)*
Jan 2016	\$ 84.23	\$ 92.14	\$ 91.79	\$ 13.69
Feb	\$ 103.84	\$ 96.78	\$ 98.51	\$ 12.56
Mar	\$ 90.22	\$ 102.99	\$ 106.10	\$ 5.90
Apr	\$ 121.15	\$ 111.77	\$ 111.32	\$ 6.11
May	\$ 104.05	\$ 114.93	\$ -	\$ 13.39
Jun	\$ 116.50	\$ 116.50	\$ -	\$ -
	\$ 103.3317	\$ -	\$ -	\$ 10.3300
Year to Date \$/kWh Average	\$ 0.1033	\$ -	\$ -	\$ 0.0103

Kingsville TS Charge for ELK	
Assume Sellick at 1 load during ELK Peak	1,212
100% Sellick's load during ELK Peak	1,253
Additional Monthly Costs to ELK	\$ 1,194.20
Additional Annual Costs to ELK	\$ 124,564.66

September 21, 2016

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

Dear Sellick Equipment Limited:

Re: Offer to Connect – Distribution Lines Construction Information Package

Expansion Number ES-2016-7 - Revised

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

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

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

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

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

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

Economic Evaluation Results

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

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

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

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

Unforecasted Customer Connection Protection

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

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

Next Steps to Proceed with Connection

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

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

- Customer Service Contract

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

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

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

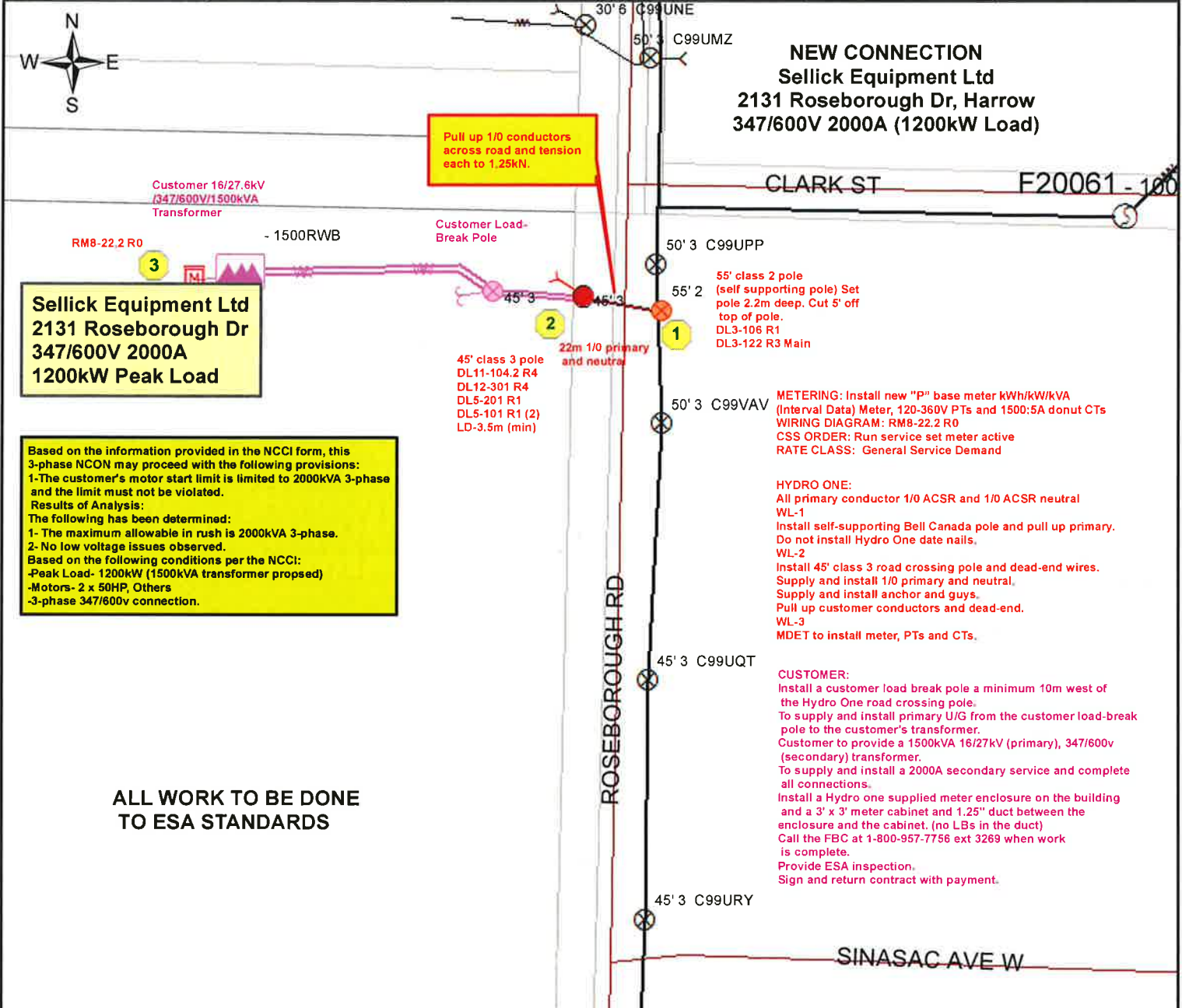
Yours truly,



Elizabeth Hass
Lines Customer Support Clerk
Beachville Field Business Centre

Enclosed

Customer Information		Service Location & Contractor Information		General Information	
Customer: SELICK EQUIPMENT LIMITED		911 Address: 2131 ROSEBOROUGH RD		Preparation Date: 9/21/2016	
Address: 358 ERIE ST N HARROW ON N0R1G0		Lot: 4	Concession: 2	Rate Class: General Service - Non Urban Demand	
Primary # 5197382255		Township: Colchester		D.S.: Kingsville TS	
Bus.: Fax:		RP#:	Sublot:	Customer Cable: Yes	Feeder: 3M7
Contractor: Mike Ryan		Ph #: 519-819-3475		Service Size: 2000 Amps	Switch: ELL-1
		Fax:		Acct #: 200204057655	Transformer: Customer



<p>Notes: The Customer has 180 days to execute the Customer Service Contract ("Contract") with Hydro One and pay all amounts payable under the Contract. This layout is valid until the earlier of either: (a) 180 days from the date of Contract execution and receipt of Customer payment; or (b) 360 days from the "Preparation Date" identified on the layout. The Customer may have to pay for a re-design (which means the Customer will receive a new layout) should the Customer: (a) not execute the Contract with Hydro One and pay all amounts payable under the Contract within the 180 day timeframe referenced in the Contract; and/or (b) make changes to their requirements which requires Hydro One to make revisions to the work that needs to be performed by Hydro One or the Customer. - All work to be done to Electrical Safety Code</p>	<p>Existing Hydro One or Contractor Section 3.0 Work by Customer</p>	<p>Work by Others (Bell or LDC)</p>	
	<p>Hydro One Only Section 2.0</p>	<p>Remove - Hydro One or Contractor Section 3.0</p>	<p>Remove - Hydro One Only - Section 2.0</p>
	<p>Remove - By Customer</p>	<p>Remove - By Others (Bell or LDC)</p>	
	<p>Order LE301010343_ES_2016_7 SELICK_NCON_ROSEBOROUGH</p>		

Hydro One Phone #: 800-957-7756	Service Centre Name: Essex	Secondary Voltage: 347/600
Hydro One Fax #: 888-281-4589	Prepared By: Brandon Riddiford	SAP Order #: 61295269
Electrical Safety Authority: 877-372-7233	Departure Date & Time: 06/02/2016 10:15:00 AM	CM Number: 225751
	Arrival Date & Time: 06/02/2016 09:00:00 AM	Customer #: --



SECTION 1.0 CUSTOMER INFORMATION

Name: SELICK EQUIPMENT LIMITED
 Address: 358 ERIE ST N
 HARROW, ON, N0R1G0
 Phone: 5197382255
 Alt Phone:
 Fax:

Service Location: LE301010343
 Lot 4 Con 2 RP# Sublot#
 Twp Colchester
 2131 ROSEBOROUGH RD, COLCHESTER SOUTH, ON,

CUSTOMER: Please complete all shaded areas

SECTION 2.0 CONNECTION WORK – NOT ELIGIBLE FOR ALTERNATIVE BID (Must be Performed by Hydro One)

Net Revenue Credit Applied To This Section	\$	-2527.03
Other Related Work	\$	2527.03
Cost of Service Wire	\$	0.00
Credit for up to 30m of Overhead Service Wire	\$	0.00
Easement and Associated Costs	\$	0.00
Standard Service Charges (ex. Additional Layout Fee)*	\$	0.00
Misc Charges (ex. 400 Amp Self Contained rebate)*	\$	0.00
Incremental Cost for Transformer*	\$	0.00
Deposit Paid	\$	0.00
SUB TOTAL	\$	0.00

Description of Other Related Work:

PLEASE SIGN & RETURN

* Items Excluded from Receiving Revenue Support

SECTION 3.0 CONNECTION WORK – ELIGIBLE FOR ALTERNATIVE BID (May be Performed by Customer's Contractor or Hydro One)

	<u>HYDRO ONE</u>	<u>CONTRACTOR</u>	<u>Description of Other Related Work:</u>
Other Related Work	\$ 0.00	\$	
Net Revenue Credit Applied To This Section	\$ 0.00	\$ 0.00	
Incremental Cost for Pad-Mounted Transformer*	\$ 0.00	\$ 0.00	
SUB TOTAL	\$ 0.00	\$ 0.00	* Items Excluded from Receiving Revenue Support

SECTION 4.0 WORK ON CUSTOMER-OWNED EQUIPMENT (May be Performed by Customer's Contractor or Hydro One)

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

Description of Work

* Items Excluded from Receiving Revenue Support

SECTION 5.0 EXPANSION WORK

	5.0A Work Not Eligible for Alternative Bid (Must be Performed by Hydro One)	5.0B Work Eligible for Alternative Bid (May be Performed by Hydro One or Customer's Contractor)	<u>5.0A Description of Work:</u>
5.1 Engineering Design	\$ 0.00	N/A	Supply and install Bell tangent pole, supply and install O/H primary conductor, pull up customer conductor and connect.
5.2 Material	\$ 3540.76	\$ 0.00	
5.3 Labour	\$ 5720.17	\$ 0.00	
5.4 Equipment	\$ 3211.32	\$ 0.00	
5.5 Administrative Activities	\$ 1103.89	\$ 0.00	
5.6 Easement and associated Costs	\$ 0.00	N/A	<u>5.0B Description of Work:</u>
5.7 Unforecasted Connection Costs (From Earlier Expansion)	\$ 0.00	N/A	
5.8 Engineering Design (paid)	\$ 0.00	N/A	
5.9 Net Revenue Credit or Cost	\$ -13576.14	\$ 0.00	
SUB TOTAL	\$ 0.00	\$ 0.00	



Hydro One Networks, Inc. ("Hydro One")
 Hydro One, 56 Embro Street Box 130, Beachville
 ON, N0J 1A0
 Phone: 800-957-7756

CUSTOMER SERVICE CONTRACT Page 2 of 3
 NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION
 (OTHER THAN MICRO-EMBEDDED GENERATION FACILITIES)
 ECRA/ESA Lic 7002572 Date Prepared: 21/Sep/2016

SECTION 1.0 CUSTOMER INFORMATION

Name: SELICK EQUIPMENT LIMITED
 Address: 358 ERIE ST N
 HARROW, ON, N0R1G0
 Phone: 5197382255
 Alt Phone:
 Fax:

Service Location: LE301010343
 Lot 4 Con 2 RP# Sublot#
 Twp Colchester
 2131 ROSEBOROUGH RD, COLCHESTER SOUTH, ON,

CUSTOMER: Please complete all shaded areas

SECTION 6.0 LINE EXPANSION COMMISSIONING (Must be Performed by Hydro One)

Commissioning Work On Contractor Built Line Note: Only Applies to Option B \$ 0.00

COST SUMMARY: Amounts Payable for Connection And Expansion Work Required To Connect You (section descriptions are located on Page 1)

Hydro One must perform the work identified in Section 2.0, 5.0A and 6.0. The Customer has the option of having Hydro One or the Customer's contractor complete the work described under Section 3.0 and 5.0B.

Select Option 'A' If the Customer wants Hydro One to perform the work described in Sections 3.0 and 5.0B in addition to the work that Hydro One must perform identified in Sections 2.0 and 5.0A.
Select Option 'B' If the Customer does not want Hydro One to perform the work described in Section 3.0 and 5.0B, which means that the Customer MUST hire a contractor to perform the work described in Sections 3.0 and 5.0B and Hydro One will only perform the work identified in Sections 2.0, 5.0A and 6.

Please indicate your selection by placing an "X" in the appropriate box.

I, the Customer, choose Option "A".

I, the Customer, choose Option "B", which means that I MUST hire a contractor to perform the work described in Section 3.0 and 5.0B.

	Option 'A'	OR	Option 'B'
(Section 2.0) Service Connection work that must be done by Hydro One	\$ 0.00		\$ 0.00
(Section 5.0A) Expansion work that must be done by Hydro One	\$ 0.00		\$ 0.00
(Section 3.0) Service Connection work that can either be done by Hydro One, or customer's contractor.	\$ 0.00		\$ 0.00
(Section 5.0B) Expansion Work that can be done by either Hydro One, or customer's contractor.	\$ 0.00		\$ 0.00
(Section 6.0) Line Commissioning work that must be done by Hydro One	\$ 0.00		\$ 0.00
SUB TOTAL	\$ 0.00		\$ 0.00
	HST \$ 0.00		\$ 0.00
TOTAL PAYMENT DUE AND PAYABLE BY CUSTOMER	\$ 0.00		0.00

COST SUMMARY: Amount Payable for Work on Customer-owned Equipment (section description is located on Page 1)

Please indicate whether you wish to have Hydro One perform the Work on Customer-owned Equipment by putting an "X" in the box below. If you want to perform the Work on Customer-owned Equipment yourself, DO NOT put an "X" in the box below.

I, the Customer elect to have Hydro One complete the work described in Section 4.0
 (Work on Customer-owned Equipment)

(Section 4.0) Work on Customer Owned Equipment		Hydro One		\$ 0.00
	HST			\$ 0.00
TOTAL PAYMENT DUE AND PAYABLE BY CUSTOMER				\$ 0.00



Hydro One Networks, Inc. ("Hydro One")
 Hydro One, 56 Embro Street Box 130, Beachville
 ON, N0J 1A0
 Phone: 800-957-7756

CUSTOMER SERVICE CONTRACT

NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION
 (OTHER THAN MICRO-EMBEDDED GENERATION FACILITIES)

ECRA/ESA Lic 7002572

Date Prepared: 21/Sep/2016

SECTION 1.0 CUSTOMER INFORMATION

Name: SELICK EQUIPMENT LIMITED
 Address: 358 ERIE ST N
 HARROW, ON, N0R1G0
 Phone: 5197382255
 Alt Phone:
 Fax:

Service Location: LE301010343
 Lot 4 Con 2 RP# Sublot#
 Twp Colchester
 2131 ROSEBOROUGH RD, COLCHESTER SOUTH, ON,

CUSTOMER: Please complete all shaded areas

Acceptance of Terms and Conditions

The Customer and Hydro One acknowledge and agree that:

1. this document, if and when duly executed by the Customer with each page of the Terms and Conditions attached as Schedule "B" initialed by the Customer, received by Hydro One with the required payment(s) at the above address within 180 days after the date shown on the Electronic Layout that is attached as Schedule "A" hereto, and signed by an authorized Hydro One employee, shall be a contract ("the Contract") and binding upon the Customer and Hydro One.
2. the Electronic Layout attached as Schedule "A", the Terms and Conditions attached as Schedule "B" and any other Schedule attached hereto are to be read with and form part of the Contract.
3. the amounts quoted in this document are valid for a period of 180 days after the date shown on the Electronic Layout.
4. if this document becomes a Contract pursuant to item #1 above and the Customer does not: (i) complete the Customer Work (as that term is defined in the Terms and Conditions); or (ii) where applicable, complete the work described in Subsection 4(a) and (b) of the Terms and Conditions; and/or (iii) does not connect to Hydro One's distribution system within 180 days of the date that Hydro One received the required payment from the Customer, Hydro One shall have the option, in its sole discretion, to do either (a) or (b) below:
 (a) Reassess the amounts payable to Hydro One by the Customer and the Customer shall pay to Hydro One any resulting increase in costs of the Hydro One Work (as that term is defined in the Terms and Conditions) and provided such payment is made within 30 days of Hydro One's written request for same, the Customer shall have a further 60 days to complete the work that that Customer has not yet performed and connect to the Distribution system FAILING WHICH Hydro One will declare the Contract to be null and void and shall return to the Customer any monies not yet spent by Hydro One on the Hydro One Work;
 (b) Declare the Contract to be null and void and shall return to the Customer any monies not yet spent by Hydro One on the Hydro One Work.
5. this Contract may be executed in counterparts and delivered by fax, and the faxed counterparts together shall constitute an original.
6. when this document becomes a Contract pursuant to item #1 above, a Hydro One account will set up in the Customer's name for the Service Location identified on Page 1 (the "Account"), and the Customer shall be responsible for charges for services provided to the Service Location and be bound by Hydro One's Conditions of Service, as amended from time to time.

Customer Name (Print):

Hydro One Networks Inc. HST# 870865821RT0001

Customer Signature

Staff Signature:

Date:

FAX# 888-281-4589

DESIRED COMPLETION DATE:

Work WILL NOT BE SCHEDULED prior to return of signed contract with required payment.

PAYMENT METHOD:

AMOUNT \$

(Total amount based on your choices)

Payment or confirmation of payment must accompany signed contract.

Money Order Cheque Visa MasterCard

If payment by Credit Card, please contact 1-877-554-7344 to provide the Credit Card number, you will be asked to reference the Work Order and Customer ID number below.

Design Work Order#: 61295269

Customer ID:

Confirmation#:

Please record the confirmation number provided when paying by Credit Card.

SCHEDULE "B" – TERMS AND CONDITIONS

DEFINITIONS

1. Unless the context otherwise specifies or requires, for the purposes of the Contract, including the schedules thereto, the following terms shall have the following meanings:

“**Contract**” means the Customer Service Contract executed by the Customer and Hydro One which includes these terms and conditions, the Electronic Layout and all other schedules attached thereto.

“**Customer Work**” means the work identified in the Contract which the Customer has elected to have its own contractor perform under the Contract (which may include Work Eligible for Alternative Bid and work on Customer-owned Equipment).

“**DSC**” means the Distribution System Code issued by the Ontario Energy Board.

“**Electrical System**” means any and all poles, anchors, wires and other electrical equipment utilized for the distribution of electrical power and energy located on the Service Location (identified in Section 1.0 of the Customer Service Contract).

“**Expansion**” has the meaning given to that term in the DSC.

“**Hydro One Work**” means the total of the work that Hydro One must perform under the Contract including any Work Eligible for Alternative Bid that the Customer has elected to have Hydro One perform under the Contract. For greater certainty, the Hydro One Work also includes obtaining:

- (i) municipal consents for the work that Hydro One must perform under the Contract (Work Not Eligible for Alternative Bid);
- (ii) municipal consents for the Work Eligible for Alternative Bid where Hydro One is performing same or in the circumstances where the Customer is performing the Work Eligible for Alternative Bid and Hydro One has not requested that the Customer obtain same;
- (iii) legal, binding and registrable easements from all legal and beneficial owners of lands traversed by the Hydro One Work and/or land use permits for Crown lands traversed by the Hydro One Work; and
- (iv) legal, binding and registrable easements from all legal and beneficial owners of lands traversed by the Work Eligible for Alternative Bid and/or land use permits for Crown lands traversed by the Work Eligible for Alternative Bid where Hydro One is performing same or in the circumstances where the Customer is performing the Work Eligible for Alternative Bid and Hydro One has not requested that the Customer obtain same.

“**Work Eligible for Alternative Bid**” means the Expansion Work and the Connection Work identified in the Contract as work that may be performed by the Customer’s contractor or Hydro One.

REPRESENTATIONS AND WARRANTIES

2. The Customer represents and warrants that:
 - (a) it is the sole absolute beneficial and legal owner of the Electrical System free and clear of any and all claims, interests and encumbrances and has the authority to enter into the Contract with respect thereto; and
 - (b) it is in possession of the Service Location and is either the registered owner in fee simple of the Service Location or the registered owner of a leasehold interest in the Service Location.
3. Hydro One represents and warrants that the Hydro One Work shall be performed in a manner consistent with Good Utility Practice (as that term is defined in the DSC), in accordance with Hydro One’s Conditions of Service and the terms of the Contract. Except as provided herein, Hydro One makes no warranties, express or implied, and Hydro One disclaims any warranty implied by law, including implied warranties of merchantability or fitness for a particular purpose and implied warranties of custom or usage with respect to the Hydro One Work.

THE CUSTOMER WORK

4. The Customer shall:
 - (a) obtain all approvals from the Electrical Safety Authority and other approvals, including municipal consents, as may be requested by Hydro One or required for purposes of the Customer Work. Hydro One shall not be obligated to perform any of the Hydro One Work until such time as the Customer has satisfied and/or complied with its obligations in the Contract, paid the requisite fees, and obtained the permits and approvals referenced in this Clause. The Customer shall advise Hydro One when it has satisfied and/or complied with the obligations described herein.
 - (b) where pad mount transformation is required, construct a transformer ground grid and thereafter shall obtain a ground grid inspection from the ESA. Once the ESA has provided approval therefor, the Customer shall transfer ownership of the transformer ground grid to Hydro One.
5. Subject to Clauses 4, 6, 9, 10 and 11 hereof and provided that Hydro One has received payment of the total amounts payable by the Customer as specified in the Contract, once the Customer has completed its obligations referenced in Clause 4 above, Hydro One shall perform the Hydro One Work in accordance with the provisions of the Contract, and shall do so on a date to be established by Hydro One (the “**Scheduled Work Date**”).



SCHEDULE "B" – TERMS AND CONDITIONS

6. If the Customer Work involves the construction and/or installation of an electricity distribution line at the Customer's Service Location and the line is to be transferred to Hydro One upon completion of the said construction and/or installation but prior to the connection of the line to Hydro One's distribution system, the Customer shall transfer ownership of the said line to Hydro One in accordance with Hydro One's standard transfer of ownership agreement. Hydro One shall not be obligated to connect the said line until such time that the Customer and Hydro One have both executed the transfer of ownership agreement.
7. Hydro One shall own all facilities constructed by Hydro One under the terms of the Contract other than any work performed by Hydro One under the terms of the Contract in respect of Customer-Owned Equipment.
- 8.1 With respect to Customer Work other than Work on Customer-owned Equipment:
- (a) the Customer shall:
 - (i) complete all of the Customer Work in accordance with the terms of the Contract, including these terms and conditions;
 - (ii) select and hire the Contractor;
 - (iii) assume full responsibility for the performance of the Customer Work;
 - (iv) be responsible for administering the Contract, including the acquisition of all required permissions, permits and easements other than those which Hydro One has agreed to obtain in the Contract; and
 - (v) ensure that the Customer Work is performed in accordance with Hydro One's design and technical standards and specifications; and
 - (b) Hydro One shall have inspected and have approved all aspects of the constructed facilities as part of a system commissioning activity prior to the connection of any portion of the Customer Work to Hydro One's existing distribution system;
- 8.2 Where the Customer has elected to have its own contractor perform Work Eligible for Alternative Bid, in addition to the obligations set out above in Clause 8.1:
- (a) the Customer shall pay the cost of the following tasks to be performed by Hydro One:
 - (i) the design of the Work Eligible for Alternative Bid;
 - (ii) the engineering or installation of facilities required to complete the project;
 - (iii) administration of the contract between the Customer and the Customer's contractor if the Customer asks Hydro One to do so and Hydro One agrees, in writing, to do so; and
 - (iv) the cost of obtaining any legal, binding and registrable easements and municipal consents of Hydro One has not requested that the Customer obtain same;
 - (v) inspection or approval of the Work Eligible for Alternative Bid;
 - (b) by no later than 15 days before the date that the assets are to be transferred to Hydro One, the Customer shall provide Hydro One with a breakdown of the cost of the Work Eligible for Alternative Bid in a form acceptable to Hydro One, together with copies of all documents related to the said work including, but not limited to, all invoices, purchase orders and fixed price contracts related to the construction of the said work and the procurement of equipment (including, but not limited to, conductors and poles required for the said work);
 - (c) the Customer shall represent and warrant to Hydro One, on the date that the Work Eligible for Alternative Bid is transferred to Hydro One that:
 - (i) the said work is free and clear of all mortgages, liens, demands, charges, pledges, adverse claims, rights, title, retention agreements, security interests, and other encumbrances of any nature and kind whatsoever;
 - (ii) the said work is free and clear of any work orders, non-compliance orders, deficiency notices and other such notices relative to the said work or any part thereof which have been issued by any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies;
 - (iii) there are no matters under discussion with any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies relating to work orders, non-compliance orders, deficiency notices or other such notices pertaining to all or any part of the said work;
 - (iv) the Customer is the sole owner of the said work;
 - (v) the said work has been performed in accordance with Hydro One's design and technical standards and specifications; and
 - (vi) all deficiencies identified by Hydro One have been remedied;
 - (d) the Customer agrees that the representations and warranties in (c) above shall survive the transfer, and the execution and delivery of any easements or other land rights, bills of sale, assignments or other instruments of transfer of title to the Work Eligible for Alternative Bid and the payment of the transfer price;
 - (e) the Customer shall execute all documents necessary to evidence the transfer of the Work Eligible for Alternative Bid to Hydro One, including, but not limited to bills of sale or similar documents and execute and deliver legal, binding and



SCHEDULE "B" – TERMS AND CONDITIONS

registrable easements satisfactory to and in favour of Hydro One where the Customer owns all or any portion of the lands traversed by the Work Eligible for Alternative Bid; AND WHERE REQUIRED TO DO SO BY HYDRO ONE, obtain legal, binding and registrable easements from all legal and beneficial owners of lands traversed by the Work Eligible for Alternative Bid and/or land use permits for Crown lands traversed by the Work Eligible for Alternative Bid, satisfactory to and in favour of Hydro One;

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

AMOUNTS PAYABLE AND EARLY TERMINATION

9. The amounts payable by the Customer as identified in the Contract are valid for a period of 180 days after the date shown on the Electronic Layout. If the Customer does not:

- (i) complete the Customer Work; or
- (ii) where applicable, complete all the work described in Clause 4 above; and/or
- (iii) connect to Hydro One's distribution system within 180 days of the date that Hydro One received the required payment(s) from the Customer under the terms of the Contract, Hydro One shall have the option, in its sole discretion, to do either (a) or (b) below:
 - (a) reassess the costs payable to Hydro One pursuant to the Contract, and the Customer shall pay to Hydro One, any resulting increase in costs of the Hydro One Work and provided such payment is made within 30 days of Hydro One's written request for same, the Customer shall have a further 60 days to complete the work that the Customer has not yet performed and connect to the Distribution System

FAILING WHICH Hydro One will declare the Contract to be null and void and shall return to the Customer any monies not yet spent by Hydro One on the Hydro One Work;

- (b) declare the Contract to be null and void and shall return to the Customer any monies not yet spent by Hydro One on the Hydro One Work.

10. Interest at the rate of 19.56% per year shall be paid by the Customer on all amounts that are overdue as a result of an invalid or declined credit card or an N.S.F. cheque, calculated from the date of execution of the Contract by the Customer to the date payment is actually received by Hydro One. In addition, the Customer shall pay Hydro One's charge and Hydro One's bank charges for returned cheques. The Customer shall pay, to Hydro One, the said late payment charges and returned cheque charges immediately upon demand by Hydro One.

ADDITIONAL AMOUNTS PAYABLE BY THE CUSTOMER

11. In the event that Hydro One discovers that the Customer has failed to perform its obligations referenced in Clause 4 above despite Hydro One being advised of said performance by the Customer or the Customer has breached its representations and warranties referenced in Clause 2 above and/or in the event that the Customer has changed the condition of the Service Location or the Electrical System to the extent that, in Hydro One's opinion, the work to be performed by Hydro One can no longer be performed in accordance with the Contract, the Customer shall reimburse Hydro One for all costs and expenses incurred by Hydro One in its preparation to perform the said work on the Scheduled Work Date, including, without limitation, Hydro One's restocking fee for returning material ordered for the said work to Hydro One's stores, facility removal expenses, the hourly rates payable to Hydro One's employees, contractors and/or subcontractors where such employees, contractors and subcontractors are to perform the said work and have attended at the Service Location on the Scheduled Work Date and any other charges or expenses related to additional trips required to be made by the said employees, contractors and/or subcontractors to the Service Location.

If a new Schedule "A" (Electronic Layout) or other changes to the Contract are required as a result of any of the foregoing, the Customer shall also pay Hydro One's applicable fee therefor. The Customer shall pay all such costs, charges and expenses in the same manner in which it has paid the total amounts payable on the execution of the Contract, upon being notified of same by Hydro One.

RIGHT TO ENTER PROPERTY

12. The Customer hereby grants to Hydro One, its successors and assigns, the unrestricted right,



SCHEDULE "B" – TERMS AND CONDITIONS

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

REQUIREMENT TO EXECUTE CCRA

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

LIMITATION OF LIABILITY

- 14. In addition to any amounts payable under the terms of the Contract, the Customer shall be liable to Hydro One and Hydro One shall be liable to the Customer only for any damages that arise directly out of their willful misconduct or negligence in meeting their respective obligations under the Contract.
- 15. Despite Clause 14 above, neither party shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential or incidental damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.
- 16. The Customer shall release, defend, discharge and indemnify Hydro One, its successors and assigns and its employees, agents, representatives, contractors and subcontractors from and against all loss, damage or injury to persons or property, claims, actions, suits, proceedings, charges, risks, debts, obligations, liabilities, costs, expenses and fees which may arise from, relate to, be based upon or connected in any way with the Contract, the Electrical System, the Hydro One Work and the Customer Work performed pursuant to the Contract, (except to the extent that any of the foregoing are caused by Hydro One's negligence or willful misconduct).
- 17. Notwithstanding any other provision in the Contract, Hydro One's total liability to the Customer for any and all claims for damages under the Contract whether such claims arises by contract, tort or otherwise, shall not exceed in aggregate the amounts paid by the

Customer to Hydro One for the Hydro One Work hereunder to the date of such negligent act or wilful misconduct.

- 18. Clauses 14, 15, 16 and 17 shall survive the termination or expiration of the Contract.

FORCE MAJEURE

- 19. Except for the payment of any monies required under the Contract, neither party shall be deemed to be in default of the Contract where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including but not limited to an act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics, and an inability due to causes beyond the reasonable control of the party. The party subject to such an event of force majeure shall promptly notify the other party of its inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure. Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible.
- 20. Notwithstanding Clause 19 above, the settlement of any strike, lockout, restrictive work practice or other labour disturbance constituting a force majeure event shall be within the sole discretion of the party involved in such strike, lockout, restrictive work practice or other labour disturbance, and nothing in Clause 19 above shall require the said party to mitigate or alleviate the effects of such strike, lockout, restrictive work practice or other labour disturbance.

AMENDMENTS

- 21. No amendment to the Contract shall be valid unless made in writing and executed by both parties.

ASSIGNMENT

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

GOVERNING LAW

- 23. The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereto irrevocably attorn to the exclusive

CONNECTION SERVICE CONTRACT – NEW CONNECTIONS AND SERVICE UPGRADES

R06 September 2016



Customer Initials

SCHEDULE “B” – TERMS AND CONDITIONS

jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

INCORPORATION OF DSC AND APPLICATION OF CONDITIONS OF SERVICE

- 24. The DSC is hereby incorporated in its entirety by reference into, and forms part of, the Contract. Unless the context otherwise requires, all references to “the Contract” include a reference to the DSC. Hydro One hereby agrees to be bound by and at all times to comply with the DSC, and the Customer acknowledges and agrees that Hydro One is bound at all times to comply with the DSC in addition to complying with the provisions of the Contract. In the event of a conflict or an inconsistency between a provision of the DSC and the Contract, the provision of the DSC shall govern. The fact that a condition, right, obligation or other term appears in the Contract but not in the DSC shall not be interpreted as, or deemed grounds for, finding a conflict or inconsistency.
- 25. In addition to the Contract, the relationship between Hydro One and the Customer will also be governed by

Hydro One's Conditions of Service that are in effect at the relevant time. In the event of a conflict or an inconsistency between a provision of the Contract and a provision of Hydro One's Conditions of Service, the provision of the Contract shall govern.

CONNECTION DENIAL

- 26. In addition to others reasons identified in Hydro One's Conditions of Service, Hydro One may deny connection to the Customer if the Customer owes Hydro One money for any reason unrelated to the Contract, even if the Customer has paid all monies owed pursuant to the Contract.

ENTIRE AGREEMENT

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

Customer Initials



Hydro One Networks, Inc. ("Hydro One")
 Hydro One, 56 Embro Street Box 130, Beachville
 ON, N0J 1A0
 Phone: 800-957-7756

CUSTOMER SERVICE CONTRACT Page 1 of 3
 NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION
 (OTHER THAN MICRO-EMBEDDED GENERATION FACILITIES)
 ECRA/ESA Lic 7002572 Date Prepared: 21/Sep/2016

SECTION 1.0 CUSTOMER INFORMATION		Service Location:		LE301010343
Name:	SELICK EQUIPMENT LIMITED	Lot 4	Con 2	RP#
Address:	358 ERIE ST N	Sublot#		
	HARROW, ON, N0R1G0	2131 ROSEBOROUGH RD, COLCHESTER SOUTH, ON,		
Phone:	5197382255			
Alt Phone:				
Fax:				

CUSTOMER: Please complete all shaded areas

SECTION 2.0 CONNECTION WORK – NOT ELIGIBLE FOR ALTERNATIVE BID (Must be Performed by Hydro One)		<u>Description of Other Related Work:</u>	
Net Revenue Credit Applied To This Section	\$ -2527.03		
Other Related Work	\$ 2527.03		
Cost of Service Wire	\$ 0.00		
Credit for up to 30m of Overhead Service Wire	\$ 0.00		
Easement and Associated Costs	\$ 0.00		
Standard Service Charges (ex. Additional Layout Fee)*	\$ 0.00		
Misc Charges (ex. 400 Amp Self Contained rebate)*	\$ 0.00		
Incremental Cost for Transformer*	\$ 0.00		
Deposit Paid	\$ 0.00		
SUB TOTAL	\$ 0.00		

CUSTOMER COPY

* Items Excluded from Receiving Revenue Support

SECTION 3.0 CONNECTION WORK – ELIGIBLE FOR ALTERNATIVE BID (May be Performed by Customer's Contractor or Hydro One)		<u>Description of Other Related Work:</u>	
	<u>HYDRO ONE</u>	<u>CONTRACTOR</u>	
Other Related Work	\$ 0.00	\$	
Net Revenue Credit Applied To This Section	\$ 0.00	\$ 0.00	
Incremental Cost for Pad-Mounted Transformer*	\$ 0.00	\$ 0.00	
SUB TOTAL	\$ 0.00	\$ 0.00	

* Items Excluded from Receiving Revenue Support

SECTION 4.0 WORK ON CUSTOMER-OWNED EQUIPMENT (May be Performed by Customer's Contractor or Hydro One)		<u>Description of Work:</u>	
Cost of Work Described*	\$ 0.00		
Electrical Safety Authority Permit*	\$ 0.00		
SUB TOTAL	\$ 0.00		

* Items Excluded from Receiving Revenue Support

SECTION 5.0 EXPANSION WORK	5.0A	5.0B	<u>5.0A Description of Work:</u>
	Work Not Eligible for Alternative Bid (Must be Performed by Hydro One)	Work Eligible for Alternative Bid (May be Performed by Hydro One or Customer's Contractor)	
5.1 Engineering Design	\$ 0.00	N/A	Supply and install Bell tangent pole, supply and install O/H primary conductor, pull up customer conductor and connect.
5.2 Material	\$ 3540.76	\$ 0.00	
5.3 Labour	\$ 5720.17	\$ 0.00	
5.4 Equipment	\$ 3211.32	\$ 0.00	
5.5 Administrative Activities	\$ 1103.89	\$ 0.00	
5.6 Easement and associated Costs	\$ 0.00	N/A	<u>5.0B Description of Work:</u>
5.7 Unforecasted Connection Costs (From Earlier Expansion)	\$ 0.00	N/A	
5.8 Engineering Design (paid)	\$ 0.00	N/A	
5.9 Net Revenue Credit or Cost	\$ -13576.14	\$ 0.00	
SUB TOTAL	\$ 0.00	\$ 0.00	



Hydro One Networks, Inc. ("Hydro One")
 Hydro One, 56 Embro Street Box 130, Beachville
 ON, N0J 1A0
 Phone: 800-957-7756

CUSTOMER SERVICE CONTRACT

NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION
 (OTHER THAN MICRO-EMBEDDED GENERATION FACILITIES)

ECRA/ESA Lic 7002572

Date Prepared: 21/Sep/2016

SECTION 1.0 CUSTOMER INFORMATION

Name: SELICK EQUIPMENT LIMITED
 Address: 358 ERIE ST N
 HARROW, ON, N0R1G0
 Phone: 5197382255
 Alt Phone:
 Fax:

Service Location: LE301010343
 Lot 4 Con 2 RP# Sublot#
 Twp Colchester
 2131 ROSEBOROUGH RD, COLCHESTER SOUTH, ON,

CUSTOMER: Please complete all shaded areas

SECTION 6.0 LINE EXPANSION COMMISSIONING (Must be Performed by Hydro One)

Commissioning Work On Contractor Built Line

Note: Only Applies to Option B

\$ 0.00

COST SUMMARY: Amounts Payable for Connection And Expansion Work Required To Connect You (section descriptions are located on Page 1)

Hydro One must perform the work identified in Section 2.0, 5.0A and 6.0. The Customer has the option of having Hydro One or the Customer's contractor complete the work described under Section 3.0 and 5.0B.

Select Option 'A' If the Customer wants Hydro One to perform the work described in Sections 3.0 and 5.0B in addition to the work that Hydro One must perform identified in Sections 2.0 and 5.0A.

Select Option 'B' If the Customer does not want Hydro One to perform the work described in Section 3.0 and 5.0B, which means that the Customer MUST hire a contractor to perform the work described in Sections 3.0 and 5.0B and Hydro One will only perform the work identified in Sections 2.0, 5.0A and 6.

Please indicate your selection by placing an "X" in the appropriate box.

I, the Customer, choose Option "A".

I, the Customer, choose Option "B", which means that I MUST hire a contractor to perform the work described in Section 3.0 and 5.0B.

	Option 'A'	OR	Option 'B'
(Section 2.0) Service Connection Work that Must be done by Hydro One	\$ 0.00		\$ 0.00
(Section 5.0A) Expansion Work that Must be done by Hydro One	\$ 0.00		\$ 0.00
(Section 3.0) Service Connection work that can either be done by Hydro One, or customer's contractor.	\$ 0.00		\$ 0.00
(Section 5.0B) Expansion Work that can be done by either Hydro One, or your contractor.	\$ 0.00		\$ 0.00
(Section 6.0) Line Commissioning Work that Must be done by Hydro One	\$ 0.00		\$ 0.00
	SUB TOTAL		\$ 0.00
	HST		\$ 0.00
TOTAL PAYMENT DUE AND PAYABLE BY CUSTOMER	\$ 0.00		\$ 0.00

COST SUMMARY: Amount Payable for Work on Customer-owned Equipment (section description is located on Page 1)

Please indicate whether you wish to have Hydro One perform the Work on Customer-owned Equipment by putting an "X" in the box below. If you want to perform the Work on Customer-owned Equipment yourself, DO NOT put an "X" in the box below.

I, the Customer choose to have Hydro One perform the work described in Section 4.0 (Work on Customer-owned Equipment)

(Section 4.0) Work on Customer Owned Equipment

Hydro One

	\$ 0.00
HST	\$ 0.00
TOTAL PAYMENT DUE AND PAYABLE BY CUSTOMER	\$ 0.00



Hydro One Networks, Inc. ("Hydro One")
 Hydro One, 56 Embro Street Box 130, Beachville
 ON, N0J 1A0
 Phone: 800-957-7756

CUSTOMER SERVICE CONTRACT Page 3 of 3
 NEW CONNECTIONS, SERVICE UPGRADES & EMBEDDED GENERATION
 (OTHER THAN MICRO-EMBEDDED GENERATION FACILITIES)
 ECRA/ESA Lic 7002572 Date Prepared: 21/Sep/2016

SECTION 1.0 CUSTOMER INFORMATION

Name: SELICK EQUIPMENT LIMITED
 Address: 358 ERIE ST N
 HARROW, ON, N0R1G0
 Phone: 5197382255
 Alt Phone:
 Fax:

Service Location: LE301010343
 Lot 4 Con 2 RP# Sublot#
 Twp Colchester
 2131 ROSEBOROUGH RD, COLCHESTER SOUTH, ON,

CUSTOMER: Please complete all shaded areas

Acceptance of Terms and Conditions

The Customer and Hydro One acknowledge and agree that:

1. this document, if and when duly executed by the Customer with each page of the Terms and Conditions attached as Schedule "B" initialed by the Customer, received by Hydro One with the required payment(s) at the above address within 180 days after the date shown on the Electronic Layout that is attached as Schedule "A" hereto, and signed by an authorized Hydro One employee, shall be a contract ("the Contract") and binding upon the Customer and Hydro One.
2. the Electronic Layout attached as Schedule "A", the Terms and Conditions attached as Schedule "B" and any other Schedule attached hereto are to be read with and form part of the Contract.
3. the amounts quoted in this document are valid for a period of 180 days after the date shown on the Electronic Layout.
4. if this document becomes a Contract pursuant to item #1 above and the Customer does not: (i) complete the Customer Work (as that term is defined in the Terms and Conditions); or (ii) where applicable, complete the work described in Subsection 4(a) and (b) of the Terms and Conditions; and/or (iii) does not connect to Hydro One's distribution system within 180 days of the date that Hydro One received the required payment from the Customer, Hydro One shall have the option, in its sole discretion, to do either (a) or (b) below:
 (a) Reassess the amounts payable to Hydro One by the Customer and the Customer shall pay to Hydro One any resulting increase in costs of the Hydro One Work (as that term is defined in the Terms and Conditions) and provided such payment is made within 30 days of Hydro One's written request for same, the Customer shall have a further 60 days to complete the work that that Customer has not yet performed and connect to the Distribution system FAILING WHICH Hydro One will declare the Contract to be null and void and shall return to the Customer any monies not yet spend by Hydro One on the Hydro One Work;
 (b) Declare the Contract to be null and void and shall return to the Customer any monies not yet spent by Hydro One on the Hydro One Work.
5. this Contract may be executed in counterparts and delivered by fax, and the faxed counterparts together shall constitute an original.
6. when this document becomes a Contract pursuant to item #1 above, a Hydro One account will set up in the Customer's name for the Service Location identified on Page 1 (the "Account"), and the Customer shall be responsible for charges for services provided to the Service Location and be bound by Hydro One's Conditions of Service, as amended from time to time.

Customer Name; (Print)	Hydro One Networks Inc.	HST# 870865821RT0001
Customer Signature	Staff Signature:	
Date:	FAX#	888-281-4589
DESIRED COMPLETION DATE:	Work WILL NOT BE SCHEDULED prior to return of signed contract with required payment.	

PAYMENT METHOD:	AMOUNT \$	(Total amount based on your choices)
		Payment or confirmation of payment must accompany signed contract.
<input type="checkbox"/> Money Order <input type="checkbox"/> Cheque <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard		
If payment by Credit Card, please contact 1-877-554-7344 to provide the Credit Card number, you will be asked to reference the Work Order and Customer ID number below.		
Design Work Order#: 61295269		
Customer ID:		
Confirmation#:		

SCHEDULE “B” – TERMS AND CONDITIONS

DEFINITIONS

1. Unless the context otherwise specifies or requires, for the purposes of the Contract, including the schedules thereto, the following terms shall have the following meanings:

“**Contract**” means the Customer Service Contract executed by the Customer and Hydro One which includes these terms and conditions, the Electronic Layout and all other schedules attached thereto.

“**Customer Work**” means the work identified in the Contract which the Customer has elected to have its own contractor perform under the Contract (which may include Work Eligible for Alternative Bid and work on Customer-owned Equipment).

“**DSC**” means the Distribution System Code issued by the Ontario Energy Board.

“**Electrical System**” means any and all poles, anchors, wires and other electrical equipment utilized for the distribution of electrical power and energy located on the Service Location (identified in Section 1.0 of the Customer Service Contract).

“**Expansion**” has the meaning given to that term in the DSC.

“**Hydro One Work**” means the total of the work that Hydro One must perform under the Contract including any Work Eligible for Alternative Bid that the Customer has elected to have Hydro One perform under the Contract. For greater certainty, the Hydro One Work also includes obtaining:

- (i) municipal consents for the work that Hydro One must perform under the Contract (Work Not Eligible for Alternative Bid);
- (ii) municipal consents for the Work Eligible for Alternative Bid where Hydro One is performing same or in the circumstances where the Customer is performing the Work Eligible for Alternative Bid and Hydro One has not requested that the Customer obtain same;
- (iii) legal, binding and registrable easements from all legal and beneficial owners of lands traversed by the Hydro One Work and/or land use permits for Crown lands traversed by the Hydro One Work; and
- (iv) legal, binding and registrable easements from all legal and beneficial owners of lands traversed by the Work Eligible for Alternative Bid and/or land use permits for Crown lands traversed by the Work Eligible for Alternative Bid where Hydro One is performing same or in the circumstances where the Customer is performing the Work Eligible for

Alternative Bid and Hydro One has not requested that the Customer obtain same.

“**Work Eligible for Alternative Bid**” means the Expansion Work and the Connection Work identified in the Contract as work that may be performed by the Customer’s contractor or Hydro One.

REPRESENTATIONS AND WARRANTIES

- 2. The Customer represents and warrants that:
 - (a) it is the sole absolute beneficial and legal owner of the Electrical System free and clear of any and all claims, interests and encumbrances and has the authority to enter into the Contract with respect thereto; and
 - (b) it is in possession of the Service Location and is either the registered owner in fee simple of the Service Location or the registered owner of a leasehold interest in the Service Location.
- 3. Hydro One represents and warrants that the Hydro One Work shall be performed in a manner consistent with Good Utility Practice (as that term is defined in the DSC), in accordance with Hydro One’s Conditions of Service and the terms of the Contract. Except as provided herein, Hydro One makes no warranties, express or implied, and Hydro One disclaims any warranty implied by law, including implied warranties of merchantability or fitness for a particular purpose and implied warranties of custom or usage with respect to the Hydro One Work.

THE CUSTOMER WORK

- 4. The Customer shall:
 - (a) obtain all approvals from the Electrical Safety Authority and other approvals, including municipal consents, as may be requested by Hydro One or required for purposes of the Customer Work. Hydro One shall not be obligated to perform any of the Hydro One Work until such time as the Customer has satisfied and/or complied with its obligations in the Contract, paid the requisite fees, and obtained the permits and approvals referenced in this Clause. The Customer shall advise Hydro One when it has satisfied and/or complied with the obligations described herein.
 - (b) where pad mount transformation is required, construct a transformer ground grid and thereafter shall obtain a ground grid inspection from the ESA. Once the ESA has provided approval therefor, the Customer shall transfer ownership of the transformer ground grid to Hydro One.
- 5. Subject to Clauses 4, 6, 9, 10 and 11 hereof and provided that Hydro One has received payment of the total amounts payable by the Customer as specified in the Contract, once the Customer has completed its obligations referenced in Clause 4 above, Hydro One shall perform the Hydro One Work in accordance with the provisions of the Contract, and shall do so on a



Customer Initials

SCHEDULE "B" – TERMS AND CONDITIONS

date to be established by Hydro One (the "**Scheduled Work Date**").

6. If the Customer Work involves the construction and/or installation of an electricity distribution line at the Customer's Service Location and the line is to be transferred to Hydro One upon completion of the said construction and/or installation but prior to the connection of the line to Hydro One's distribution system, the Customer shall transfer ownership of the said line to Hydro One in accordance with Hydro One's standard transfer of ownership agreement. Hydro One shall not be obligated to connect the said line until such time that the Customer and Hydro One have both executed the transfer of ownership agreement.

7. Hydro One shall own all facilities constructed by Hydro One under the terms of the Contract other than any work performed by Hydro One under the terms of the Contract in respect of Customer-Owned Equipment.

8.1 With respect to Customer Work other than Work on Customer-owned Equipment:

(a) the Customer shall:

- (i) complete all of the Customer Work in accordance with the terms of the Contract, including these terms and conditions;
- (ii) select and hire the Contractor;
- (iii) assume full responsibility for the performance of the Customer Work;
- (iv) be responsible for administering the Contract, including the acquisition of all required permissions, permits and easements other than those which Hydro One has agreed to obtain in the Contract; and
- (v) ensure that the Customer Work is performed in accordance with Hydro One's design and technical standards and specifications; and

(b) Hydro One shall have inspected and have approved all aspects of the constructed facilities as part of a system commissioning activity prior to the connection of any portion of the Customer Work to Hydro One's existing distribution system;

8.2 Where the Customer has elected to have its own contractor perform Work Eligible for Alternative Bid, in addition to the obligations set out above in Clause 8.1:

(a) the Customer shall pay the cost of the following tasks to be performed by Hydro One:

- (i) the design of the Work Eligible for Alternative Bid;
- (ii) the engineering or installation of facilities required to complete the project;

- (iii) administration of the contract between the Customer and the Customer's contractor if the Customer asks Hydro One to do so and Hydro One agrees, in writing, to do so; and
- (iv) the cost of obtaining any legal, binding and registrable easements and municipal consents of Hydro One has not requested that the Customer obtain same;
- (v) inspection or approval of the Work Eligible for Alternative Bid;

(b) by no later than 15 days before the date that the assets are to be transferred to Hydro One, the Customer shall provide Hydro One with a breakdown of the cost of the Work Eligible for Alternative Bid in a form acceptable to Hydro One, together with copies of all documents related to the said work including, but not limited to, all invoices, purchase orders and fixed price contracts related to the construction of the said work and the procurement of equipment (including, but not limited to, conductors and poles required for the said work);

(c) the Customer shall warrant to Hydro One, on the date that the Work Eligible for Alternative Bid is transferred to Hydro One that:

- (i) the said work is free and clear of all mortgages, liens, demands, charges, pledges, adverse claims, rights, title, retention agreements, security interests, and other encumbrances of any nature and kind whatsoever;
- (ii) the said work is free and clear of any work orders, non-compliance orders, deficiency notices and other such notices relative to the said work or any part thereof which have been issued by any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies;
- (iii) there are no matters under discussion with any regulatory authority, police or fire department, sanitation, environment, labour, health or other governmental authorities or agencies relating to work orders, non-compliance orders, deficiency notices or other such notices pertaining to all or any part of the said work;
- (iv) the Customer is the sole owner of the said work;
- (v) the said work has been performed in accordance with Hydro One's design and technical standards and specifications; and
- (vi) all deficiencies identified by Hydro One have been remedied;

(d) the Customer agrees that the representations and warranties in (c) above shall survive the transfer, and the execution and delivery of any easements or



SCHEDULE “B” – TERMS AND CONDITIONS

other land rights, bills of sale, assignments or other instruments of transfer of title to the Work Eligible for Alternative Bid and the payment of the transfer price;

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

AMOUNTS PAYABLE AND EARLY TERMINATION

- 9. The amounts payable by the Customer as identified in the Contract are valid for a period of 180 days after the date shown on the Electronic Layout. If the Customer does not:
 - (i) complete the Customer Work; or
 - (ii) where applicable, complete all the work described in Clause 4 above; and/or
 - (iii) connect to Hydro One's distribution system within 180 days of the date that Hydro One received the required payment(s) from the Customer under the terms of the Contract, Hydro

One shall have the option, in its sole discretion, to do either (a) or (b) below:

- (a) reassess the costs payable to Hydro One pursuant to the Contract, and the Customer shall pay to Hydro One, any resulting increase in costs of the Hydro One Work and provided such payment is made within 30 days of Hydro One's written request for same, the Customer shall have a further 60 days to complete the work that the Customer has not yet performed and connect to the Distribution System **FAILING WHICH** Hydro One will declare the Contract to be null and void and shall return to the Customer any monies not yet spent by Hydro One on the Hydro One Work;
 - (b) declare the Contract to be null and void and shall return to the Customer any monies not yet spent by Hydro One on the Hydro One Work.
10. Interest at the rate of 19.56% per year shall be paid by the Customer on all amounts that are overdue as a result of an invalid or declined credit card or an N.S.F. cheque, calculated from the date of execution of the Contract by the Customer to the date payment is actually received by Hydro One. In addition, the Customer shall pay Hydro One's charge and Hydro One's bank charges for returned cheques. The Customer shall pay, to Hydro One, the said late payment charges and returned cheque charges immediately upon demand by Hydro One.

ADDITIONAL AMOUNTS PAYABLE BY THE CUSTOMER

- 11. In the event that Hydro One discovers that the Customer has failed to perform its obligations referenced in Clause 4 above despite Hydro One being advised of said performance by the Customer or the Customer has breached its representations and warranties referenced in Clause 2 above and/or in the event that the Customer has changed the condition of the Service Location or the Electrical System to the extent that, in Hydro One's opinion, the work to be performed by Hydro One can no longer be performed in accordance with the Contract, the Customer shall reimburse Hydro One for all costs and expenses incurred by Hydro One in its preparation to perform the said work on the Scheduled Work Date, including, without limitation, Hydro One's restocking fee for returning material ordered for the said work to Hydro One's stores, facility removal expenses, the hourly rates payable to Hydro One's employees, contractors and/or subcontractors where such employees, contractors and subcontractors are to perform the said work and have attended at the Service Location on the Scheduled Work Date and any other charges or expenses related to additional trips required to be made by the said employees, contractors and/or subcontractors to the Service Location.



SCHEDULE “B” – TERMS AND CONDITIONS

If a new Schedule “A” (Electronic Layout) or other changes to the Contract are required as a result of any of the foregoing, the Customer shall also pay Hydro One’s applicable fee therefor. The Customer shall pay all such costs, charges and expenses in the same manner in which it has paid the total amounts payable on the execution of the Contract, upon being notified of same by Hydro One.

RIGHT TO ENTER PROPERTY

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

REQUIREMENT TO EXECUTE CCRA

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

LIMITATION OF LIABILITY

14. In addition to any amounts payable under the terms of the Contract, the Customer shall be liable to Hydro One and Hydro One shall be liable to the Customer only for any damages that arise directly out of their willful misconduct or negligence in meeting their respective obligations under the Contract.

15. Despite Clause 14 above, neither party shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential or incidental damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

16. The Customer shall release, defend, discharge and indemnify Hydro One, its successors and assigns and its employees, agents, representatives, contractors

and subcontractors from and against all loss, damage or injury to persons or property, claims, actions, suits, proceedings, charges, risks, debts, obligations, liabilities, costs, expenses and fees which may arise from, relate to, be based upon or connected in any way with the Contract, the Electrical System, the Hydro One Work and the Customer Work performed pursuant to the Contract, (except to the extent that any of the foregoing are caused by Hydro One’s negligence or willful misconduct).

17. Notwithstanding any other provision in the Contract, Hydro One’s total liability to the Customer for any and all claims for damages under the Contract whether such claims arises by contract, tort or otherwise, shall not exceed in aggregate the amounts paid by the Customer to Hydro One for the Hydro One Work hereunder to the date of such negligent act or willful misconduct.

18. Clauses 14, 15, 16 and 17 shall survive the termination or expiration of the Contract.

FORCE MAJEURE

19. Except for the payment of any monies required under the Contract, neither party shall be deemed to be in default of the Contract where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including but not limited to an act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics, and an inability due to causes beyond the reasonable control of the party. The party subject to such an event of force majeure shall promptly notify the other party of its inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure. Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible.

20. Notwithstanding Clause 19 above, the settlement of any strike, lockout, restrictive work practice or other labour disturbance constituting a force majeure event shall be within the sole discretion of the party involved in such strike, lockout, restrictive work practice or other labour disturbance, and nothing in Clause 19 above shall require the said party to mitigate or alleviate the effects of such strike, lockout, restrictive work practice or other labour disturbance.

AMENDMENTS

CONNECTION SERVICE CONTRACT – NEW CONNECTIONS AND SERVICE UPGRADES

R06 September 2016



Customer Initials

SCHEDULE “B” – TERMS AND CONDITIONS

21. No amendment to the Contract shall be valid unless made in writing and executed by both parties.

ASSIGNMENT

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

GOVERNING LAW

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

INCORPORATION OF DSC AND APPLICATION OF CONDITIONS OF SERVICE

24. The DSC is hereby incorporated in its entirety by reference into, and forms part of, the Contract. Unless the context otherwise requires, all references to “the Contract” include a reference to the DSC. Hydro One hereby agrees to be bound by and at all times to comply with the DSC, and the Customer acknowledges and agrees that Hydro One is bound at all times to comply with the DSC in addition to complying with the provisions of the Contract. In the

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

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

CONNECTION DENIAL

26. In addition to others reasons identified in Hydro One’s Conditions of Service, Hydro One may deny connection to the Customer if the Customer owes Hydro One money for any reason unrelated to the Contract, even if the Customer has paid all monies owed pursuant to the Contract.

ENTIRE AGREEMENT

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



5

critical steps to completing your new connection

Dear Valued Customer,

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

1 Carefully review the enclosed Electronic Layout

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

2 Read the enclosed Customer Service Contract.

Read all sections of the Customer Service Contract carefully. Review each option available to you before making your selection. Make sure you **complete** the Method of Payment section.

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

Sign the contract and fax it to us at: 888-281-4589 or mail it to Hydro One, 56 Embro Street Box 130, Beachville ON, N0J 1A0 within 180 days of the Date Prepared on the enclosed Electronic Layout that is attached as Schedule "A". Please make sure that you also send the Terms and Conditions (with your initials on each page), enclose proper payment(s) and have fully completed the payment information provisions of the contract. Note: You don't need to wait for your ESA permit before sending this contract.

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

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

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

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

Following the five critical steps outlined above will ensure we have the essential information we need to schedule your service work and have the required materials and equipment on hand. **Please be aware that you need to have your work completed and be connected to our distribution system within 180 days of the date that Hydro One received your full payment(s) and executed Customer Service Contract.**

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

Sincerely,

Hydro One Networks Inc.
Beachville Field Business Centre

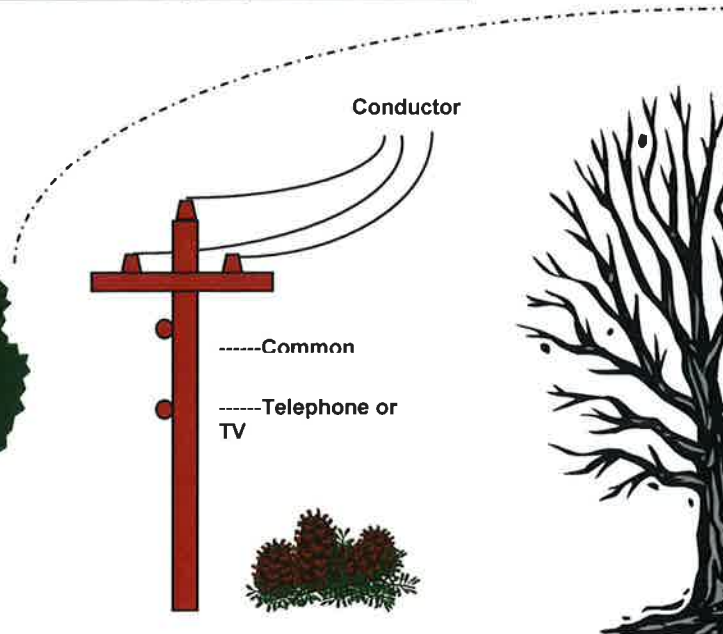


Bringing Power to the People of Ontario™

Line Clearing Specifications



This tree requires trimming to meet safe clearances. Should the tree require excessive trimming, where its natural shape cannot be maintained, consider replacement of the tree.



Low growing shrubs will never require trimming.



Dead or dying trees within striking distance of the line are a hazard to the line and the public and must be removed.

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

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

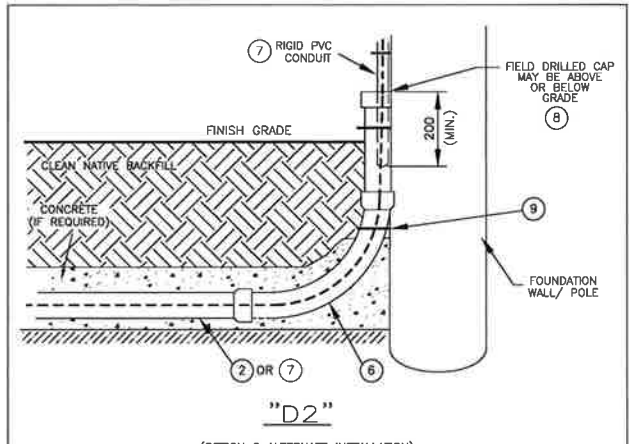
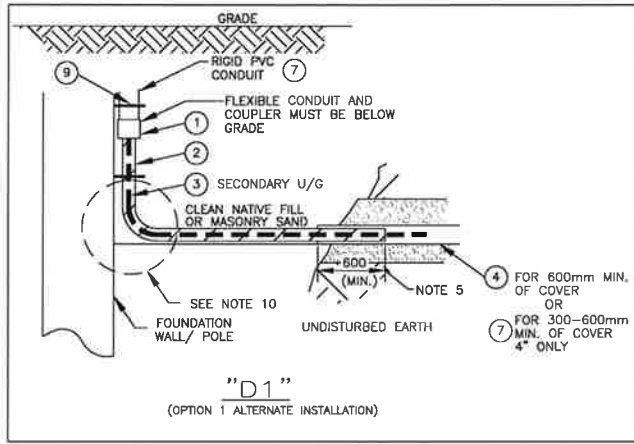
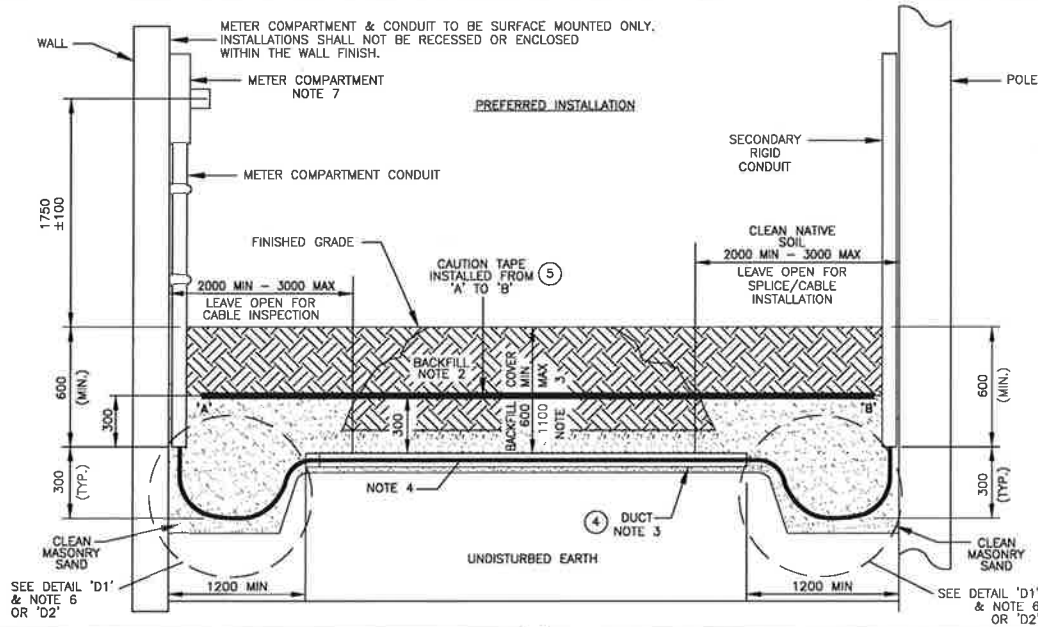
All brush, limbs, slash, and windfalls are to be disposed of using an acceptable method, or removed from the right-of-way site.

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

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

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

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



NOTES:

- ALL DIMENSIONS ARE IN mm UNLESS STATED OTHERWISE.
- BACKFILL: ENSURE DB2 IS ENVELOPED WITH MASONRY SAND UPON INSTALLATION (75mm MIN. BELOW AND 150mm MIN. ABOVE). REMAINDER OF BACKFILL MUST BE CLEAN AND FREE OF DEBRIS TO PREVENT DAMAGE TO THE DUCT. BACKFILL SHALL BE WELL TAMPED.
- THE TRENCH SHOULD BE AS STRAIGHT AS POSSIBLE, HOWEVER, IF CURVE IS NECESSARY, THE BEND SHOULD BE NO MORE THAN 45° OVER A 3m RADIUS.
STRAIGHT DUCT SHALL BE EMPLOYED IN THE TRENCH TO HOUSE THE CABLE. IT SHALL BE 100mm (4") DIAMETER PVC TYPE DB2. THE ENDS OF THE DUCT SHALL BE CAPPED OR BAGGED TO PREVENT DEBRIS AND MOISTURE FROM ENTERING THE DUCT PRIOR TO CABLE INSTALLATION. IF OPEN TRENCH ENDS MUST BE LEFT UNATTENDED AFTER CABLE INSTALLATION, SEE DU-03-209.1 OPTION 1 SHT 2 OF 2, WITH A LENGTH OF FLEXIBLE CONDUIT TO MAKE 90° TRANSITION.
SEE OPTION 2 FOR ALTERNATE METHODS.
- PULL ROPE: A 7mm DIAMETER POLYPROPYLENE ROPE MUST BE INSTALLED THROUGH THE ENTIRE LENGTH OF THE DUCT. IF FLEXIBLE MECHANICAL PROTECTION IS USED, THE PULL TAPE IS SUPPLIED WITH THE PRODUCT. THIS ROPE/TAPE IS USED TO INSTALL THE PULLING ROPE THROUGH THE DUCT.
- INSERT FLEXIBLE CONDUIT 600mm MIN. INTO THE DB2/SCHEDULE 40 PVC CONDUIT.
- RADIUS MUST BE GREATER THAN THE SPECIFIED CABLE MINIMUM BENDING RADIUS.
- INSTALL METER COMPARTMENT AS PER ELECTRICAL SAFETY CODE RULES, USE ONLY HYDRO ONE APPROVED 200A JUMBO SIZED METER COMPARTMENT CENTRE MOUNT WITH TUNNEL TYPE CONNECTORS AND HAVING THE MINIMUM DIMENSIONS OF 17"x12"x4-3/4" (432x305x121mm) CONTAINING 3" KNOCKOUTS. METER BASE TO MAINTAIN 1 METER MIN. CLEARANCE FROM DISCHARGE OF ANY COMBUSTIBLE GAS RELIEF DEVICE OR VENT.
- TELECOMMUNICATION PLANT MAY SHARE SERVICE TRENCH BUT MUST BE INSTALLED IN ITS OWN CONDUIT.
- PREFERRED ROUTING FOR GAS SERVICE SHALL BE ON OPPOSITE SIDE OF THE BUILDING THAN THAT OF THE ELECTRICAL SERVICE. IF COMMON TRENCHING IS UNAVOIDABLE, 300mm MIN. CLEAR SEPARATION SHALL BE MAINTAINED IN ALL DIRECTIONS BETWEEN GAS SERVICE AND ELECTRIC SUPPLY CABLE.
- CLEARANCES, DEPTHS, SEPARATIONS AND FORMS OF MECHANICAL PROTECTION OF THE CABLE ARE MINIMUM REQUIREMENTS. INCREASED CLEARANCES AND OR ADDITIONAL FORMS OF MECHANICAL PROTECTION ARE CONSIDERED POSITIVE DEVIATIONS AND ARE ALLOWED.
- IF FURTHER TRENCHING ALONG ROAD ALLOWANCE IS REQUIRED, IT SHALL BE CONSTRUCTED PER HYDRO ONE STANDARD TRENCH PROFILES.

PARTS LIST			
PART No.	MM No.	DESCRIPTION	QTY.
1	30030348 30031161 30030236	COUPLER KIT, 2" FLEX TO 2" RIGID COUPLER KIT, 3" FLEX TO 2" RIGID COUPLER KIT, 3" FLEX TO 3" RIGID	A/R
2	30030235 30030366	CONDUIT, FLEX, 2" CONDUIT, FLEX, 3"	A/R
3	30005908 30005915 30005959	SERVICE CABLE, 3/DWG, 3 COND, AL SERVICE CABLE, 250KCMIL, 3 COND, AL SERVICE CABLE, 500KCMIL, 3 COND, AL	A/R
4	30007710	CONDUIT, PVC, 4", DB2	A/R
5	20002181	CAUTION TAPE, BURIED ELECTRIC LINE	A/R
6	TBD	SWEEP, 4" x 16" RADIUS, RIGID PVC	A/R
7	30007542 30007544 30007583	CONDUIT, 2" RIGID PVC CONDUIT, 3" RIGID PVC CONDUIT, 4" RIGID PVC	A/R
8	TBD	CAP, 4" SCHEDULE 40 PVC	A/R
9	30000744 30000746 30000923	STRAP, CABLE, 60mm, AL OR GALVANIZED STEEL STRAP, CABLE, 80mm, AL OR GALVANIZED STEEL STRAP, CABLE, 100mm, AL OR GALVANIZED STEEL	A/R

A/R = AS REQUIRED

REFERENCES:
SECTION 1 - DEFINITIONS
SECTION 3C - CONSTRUCTION GUIDE
SECTION 16 - MATERIALS
O/H STANDARDS MANUAL

02	AUG 2013	D2 UPDATED WITH SWEEP, ALTERNATE METHODS ADDED	GJ	PC
01	NOV 2012	TRENCH COVER RANGE, GAS SERVICE SEPARATIONS	PC	*
Rev. No.	Issue Date	Revision	Dwn	Approved By
				Chk

Hydro One Networks Inc.

Drawn: L.SQUEIRA

Approved: *

Date: AUG.30,2012

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TRENCH DETAIL - SECONDARY SERVICE CABLE - FROM DIP POLE	
Dwg. No. DU-03-209.1 SHT.1 OF 2	Rev. 02

Hydro One Trenching Guidelines

Secondary Service Trench with Supply taken from a Dip Pole

Per Hydro One Networks Inc. Standard Drawing DU-03-209.1 SHT. 1 OF 2

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

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


- The trench can be backfilled excluding open pit area at either end of trench, prior to cable installation.
- The trench must be backfilled with clean masonry sand in areas indicated in DU-03-209.1 SHT. 1 OF 2 and clean native backfill to finished grade **immediately** after installation of cable.
- If the trench end(s) is(are) temporarily left open (i.e. if backfilling cannot occur immediately after cable installation), a length of flexible conduit shall be applied between the horizontal DB2 duct and the vertical rigid conduits at both the meter base and the source pole to provide temporary protection of the cable. See detail D1 and Part #2 in DU-03-209.1 SHT. 1 OF 2. The flexible conduit shall be inserted inside the 100mm DB2 duct a minimum of 600mm. The meter base and dip pole conduits will vary in size depending on conductor size (i.e. 2" diameter for 3/0AWG and 3" diameter for 250KCMIL or 500KCMIL cable) as will the associated flexible conduit. Appropriately sized couplers (shown and listed in the parts list) shall be used to connect the rigid conduits to the flexible conduits.

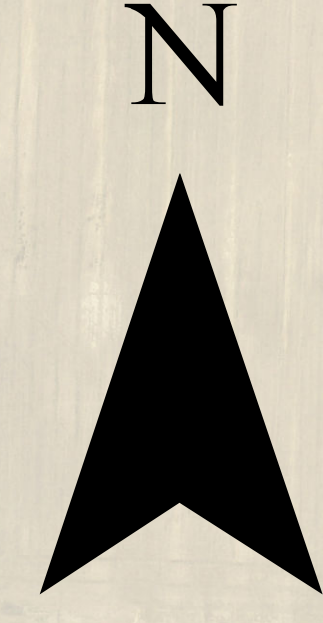
For Option 2 listed below, in areas of poor soil conditions and where installing straight lengths of rigid PVC (Schedule 40) conduit is impossible, flexible conduit can be installed at the sole discretion of Hydro One. This flexible conduit shall be 100mm diameter electrical grade corrugated flexible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

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

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

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

02	AUG 2013	D2 UPDATED WITH SWEEP, ALTERNATE METHODS ADDED	GJ	PC	 Hydro One Networks Inc.	Drawn: L.SEQUEIRA Approved: * Date: AUG.30,2012
01	NOV 2012	TRENCH COVER RANGE. GAS SERVICE SEPARATIONS	PC	*		
Rev. No.	Issue Date	Revision	Own	Approved By		
			Chk	Date		
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					Dwg. No.	DU-03-209.1 SHT.2 OF 2
					Rev.	02



Hydro One Networks Service Area

E.L.K. Energy Inc. Service Area

Proposed SAA

HONI Existing Residential Customers

Legend

- E.L.K. Energy Inc.
- PME
- Fuse
- Disconnect Switch
- Air Break Switch
- Overhead Load Break
- Switch = OPEN
- Primary Overhead Conductor**
- 3 Phase, Hydro One
- 2 Phase, Hydro One
- Single Phase, Hydro One
- 27.6 kV Primary O/H
- Transformers**
- Single Phase Overhead
- Three Phase Overhead
- Single Phase Underground
- Three Phase Underground

EB-2016-0155

