

Court File No. 94-CQ-50878

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**TAMAR L. PICHETTE**

Plaintiff

- and -

**TORONTO HYDRO**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

AND

Court File No. 98-CV-158062

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**JONATHAN GRIFFITHS**

Plaintiff

- and -

**TORONTO HYDRO-ELECTRIC COMMISSION**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

## **Minutes of Settlement**

The plaintiffs and the defendant, by their solicitors, hereby agree to settle this proceeding on the following terms. Nothing in these

Minutes of Settlement should be taken as constituting an admission of liability on the part of the defendant or members of the Defendant Class.

**Consent to Orders**

1. The parties consent to a fairness hearing order in the form attached hereto as Schedule A, and a settlement implementation order in the form attached hereto as Schedule B.

**Payments by Toronto Hydro and Members of the Defendant Class**

2. Toronto Hydro and Consenting Defendant Class Members shall pay an aggregate of \$17,037,500 comprised of \$16,250,000 for claim and pre-judgment interest, \$750,000 for partial indemnity costs and \$37,500 for GST on such costs. Up to \$4,862,500 of the said \$17,037,500 may be allocated by the court for legal fees and disbursements of class counsel. After deducting the legal fees and disbursements approved by the court and all applicable GST/HST, the balance of the \$17,037,500 shall be paid on a *cy pres* basis to the administrators of the low-income energy assistance programs more particularly described in Schedule B to these minutes.

3. Each Non-Consenting Defendant Class Member, who does not opt out of the defendant class as provided in Schedule B, shall have judgment issued against it in favour of the plaintiffs for the amount provided in Schedule G (Settlement Funds to be Paid by Toronto Hydro and Defendant Class Members) to Schedule B (Implementation Order) plus post judgment interest as provided in Schedule B. Payment of such judgment shall be stayed

until June 30, 2011 after which date payment may be enforced by the plaintiffs.

4. A "Consenting Defendant Class Member" means a defendant class member who signs a Consent and Waiver of Opt Out Rights substantially in the form attached as Schedule E (Consent and Waiver of Opt Out Rights) to Schedule B (Implementation Order) to these Minutes before the commencement of the hearing of the motion to consider approval of the settlement pursuant to s. 29 of the *Class Proceedings Act* (the "Fairness Hearing"). A "Non-Consenting Defendant Class Member" means a defendant class member who does not sign such a Consent and Waiver of Opt Out Rights by the said time. For greater certainty, for all purposes "Defendant Class Member" includes a municipality which sold the assets of a local municipal electricity distribution utility to Hydro One and which municipality retained liability for claims relating to late payment penalties. If the court does not approve a settlement substantially in the form contained in these Minutes of Settlement then the Consents and Waivers of Opt Out Rights shall be null and void.

**Release**

5. As more particularly described in paragraph 20 of Schedule B, all claims against Toronto Hydro or a Consenting Defendant Class Member shall be irrevocably, fully, and finally released upon payment of its share of the amount stated in paragraph 2. All claims against a Non-Consenting

Defendant Class Member which does not opt out shall be irrevocably, fully, and finally released upon payment of the amount of the judgment against such Non-Consenting Defendant Class Member plus post judgment interest as provided in Schedule B plus any costs payable under rule 60.19 or any court order.

**Defendant Right of Termination**

6. The defendant shall have the right to terminate this settlement if more than 10,000 members of the Plaintiff Class opt out of this action.

**Power of Court Re *Cy Pres* Terms**

7. In the event that the court is not satisfied with the provisions in paragraph 19 of Schedule B regarding the *cy pres* distribution of the proceeds of this action, the court may amend the said paragraph 19 as it sees fit, provided that:

(a) any administrator(s) proposed to be involved in the distribution consent to any amendments imposing any duties or obligations on any such administrator(s),

(b) in the event any administrator(s) proposed to be involved in the distribution refuse or fail to consent to any duties or obligations imposed upon them by the amendments within 30 days after any such amendments are provided to them, then the court shall conduct a further hearing to consider further amendments,

(c) in the event the amendments require any future court proceedings after approval of the settlement, then the reasonable solicitor

and client legal costs of the plaintiffs, defendant and any administrator(s) proposed to be involved in the distribution regarding any such future court proceedings shall be paid out of the settlement funds, and

(d) the court may make any necessary consequential amendments to the contents of the notices under paragraphs 8 and 12 of Schedule B.

**Evidence for Fairness Hearing**

8. The defendant shall file affidavit evidence for the Fairness Hearing:

(a) verifying Schedule "F" (list of Defendant Class Members) to Schedule B (Implementation Order); and

(b) summarizing the Consents and Waivers of Opt Out Rights filed by the Defendant Class Members and verifying Schedule G (Settlement Funds to be Paid by Toronto Hydro and Defendant Class Members) to Schedule B (Implementation Order).

9. The plaintiffs and defendant shall endeavour to locate the Administrators contemplated by Schedule H (List of Administrators) to Schedule B (Implementation Order) and shall file affidavit evidence for the Fairness Hearing summarizing and explaining the proposed Administrators and discussing any plans to fill any vacancies in the said Schedule H.

**No Other Proceedings**

10. The plaintiffs acknowledge that the defendant class members will be making application to the Ontario Energy Board to recover the costs of this settlement through rates. Plaintiffs, Pichette and Griffiths, agree in

their personal capacities, not to oppose, or appeal to Cabinet, any rate orders sought by the defendant class from the Ontario Energy Board with respect to amounts paid under this settlement or otherwise in connection with this litigation.


**Settlement Void if not Approved by Court**

11. This settlement is subject to court approval as provided by the *Class Proceedings Act*. In the event the court does not approve this settlement, the settlement shall be null and void.

Dated at Toronto this *21<sup>ST</sup>* day of *APRIL* 2010.

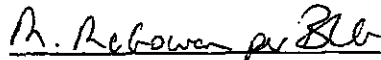
Ogilvy Renault LLP

per

  
Counsel for the defendant

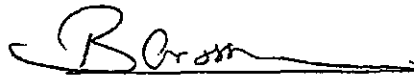
Theall Group LLP

per

  
Co-counsel for the Plaintiff

Fraser Milner Casgrain LLP

per

  
Co-counsel for the Plaintiff

**Schedule A**  
(to minutes of settlement)

Court File No. 94-CQ-50878

**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE            )  
                                  )  
JUSTICE CUMMING         )     DAY, THE     TH DAY  
                                  )     OF MAY, 2010.

BETWEEN:

**TAMAR L. PICHETTE**  
Plaintiff

- and -

**TORONTO HYDRO**  
Defendant

Proceeding under the *Class Proceedings Act, 1992*

AND

Court File No. 98-CV-158062

**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JONATHAN GRIFFITHS**  
Plaintiff

- and -

**TORONTO HYDRO-ELECTRIC COMMISSION**  
Defendant

Proceeding under the *Class Proceedings Act, 1992*

**FAIRNESS HEARING ORDER**

THIS MOTION, made by the plaintiffs, for an order to give notice to the Plaintiff Class and to the Defendant Class regarding the hearing of a motion to consider approval of the settlement of these actions, was heard this day at the courthouse, 330 University Ave., Toronto.

ON READING the Minutes of Settlement dated \_\_\_\_\_, 2010, and hearing the submissions of counsel for the plaintiffs and the defendant,

**Fairness Hearing**

1. THIS COURT ORDERS that the motion to consider approval of the settlement of these actions be heard on \_\_\_\_\_ 2010 at 10 o'clock a.m. at the courthouse, 330 University Ave., Toronto.

**Notice to Plaintiff Class Members**

2. THIS COURT ORDERS notice be provided to the Plaintiff Class by:

(a) the plaintiffs establishing a website known as *www.electricutilitylatepaymentpenaltyclassaction.com* and placing a copy of a notice substantially in the form attached hereto as Schedule "A" on the website and placing a copy of the minutes of settlement on the website;

(b) the defendant causing a notice substantially in the form attached hereto as Schedule "B" to be published as soon as possible twice in each of the *Toronto Star* and *The Globe and Mail*;



(c) the defendant causing a notice substantially in the form attached hereto as Schedule "C" to be published as soon as possible twice in each of the *Ottawa Citizen*, *Hamilton Spectator*, *Kitchener Waterloo Record*, *London Free Press*, *Windsor Star*, *Sudbury Star*, *Sault Star*, and the *Thunder Bay Chronicle Journal*; and

(d) the defendant causing a link to [www.electricutilitylatepaymentpenaltyclassaction.com](http://www.electricutilitylatepaymentpenaltyclassaction.com) to be placed on the defendant's website.

**Notice to Defendant Class Members**

3. **THIS COURT ORDERS** that notice be provided to the Defendant Class by the Defendant forthwith:

(a) sending to the last known addresses of any Defendant Class member who did not sign a Consent and Waiver of Opt Out Rights form on or before the date of this Order by both registered and ordinary mail a notice substantially in the form attached hereto as Schedule "D" together with a copy of the minutes of settlement herein. (A list of all Defendant Class Members and their addresses as of the date of the minutes of settlement herein is attached as Schedule "E").

**Participation by Class Members**

4. **THIS COURT ORDERS** that a class member may participate in the said motion in the manner described in Schedules "A" and "D".

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**Schedule A**  
(to fairness hearing order - long form notice to plaintiff class)

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

Notice under the Ontario *Class Proceedings Act*

**TO ALL CUSTOMERS OF  
TORONTO HYDRO AND ALL  
OTHER LOCAL MUNICIPAL  
ELECTRICITY DISTRIBUTION  
COMPANIES IN ONTARIO**

If you were a customer of Toronto Hydro or any other local municipal electricity distribution company ("LDC") in Ontario and paid late payment penalties at any time after April 1, 1981, this notice will be important to you. A settlement of the class action by Jonathan Griffiths and Tamar Pichette against Toronto Hydro representing itself and all other LDCs in Ontario, has been reached.

This notice is published by order of the Honourable Justice Cumming of the Ontario Superior Court of Justice and explains:

1. The description of the plaintiff class;
2. The description of the defendant class;
3. The settlement terms of the lawsuit; and
4. How you can participate in the hearing to consider the settlement.

**1. THE DESCRIPTION OF THE PLAINTIFF CLASS**

The class of customers on whose behalf the lawsuit was brought consists of:

All persons who:

- (a) are, or were, customers of:
  - (i) Toronto Hydro at any time after April 1, 1981, or

- (ii) any other local municipal electricity distribution company in Ontario at any time after April 1, 1981, and
- (b) paid any Late Payment Penalties to Toronto Hydro or any other local municipal electricity distribution company in Ontario after April 1, 1981.

## **2. THE DESCRIPTION OF THE DEFENDANT CLASS**

The class of utilities against whom the lawsuit was brought consists of:

Toronto Hydro and all other local municipal electricity distribution companies (or their successor corporations) in Ontario which have charged Late Payment Penalties on overdue utility bills at any time after April 1, 1981.

For greater certainty, if a municipality sold the assets of a local municipal electricity distribution utility to Hydro One and the municipality retained liability for claims relating to late payment penalties, then the municipality is a member of the defendant class.

## **3. THE SETTLEMENT TERMS OF THE LAWSUIT**

The settlement provides for a payment of \$17,037,500 comprised of \$16,250,000 for claim and pre-judgment interest, \$750,000 for partial indemnity costs and \$37,500 for GST on such costs from Toronto Hydro, and all participating LDCs (or their successor corporations) in Ontario.

The settlement provides that after deducting the legal fees and disbursements approved by the court and all applicable GST/HST, the balance of the \$17,037,500 shall be paid to the Winter Warmth Fund managed by the United Way of Greater Toronto and similar low-income energy assistance programs managed by charities in all other areas serviced by the participating LDCs and used for the indirect benefit of members of the plaintiff class.

Legal fees and disbursements of \$4,862,500 are proposed to be paid to the lawyers for the class, subject to court approval. Any such legal fees or disbursements not approved by the court will be added to the money paid to the low-income energy assistance programs. Applicable GST/HST will be paid regarding the approved legal fees and disbursements.

The settlement provides that Plaintiff Class Members may opt out of this lawsuit and sue their utility separately, or not sue at all. If more than

10,000 Plaintiff Class Members opt out, then the defendant will have the option of cancelling the entire settlement.

The settlement also provides that Defendant Class Members (other than Toronto Hydro and Defendant Class Members which have consented to this settlement and waived their opt out rights) may opt out of this lawsuit, in which case they may be sued in separate individual actions or in class actions by representatives of their particular customers.

#### 4. HOW YOU CAN PARTICIPATE IN THE HEARING TO CONSIDER APPROVAL OF THE SETTLEMENT

The settlement is subject to approval by the court after the class members have a chance to comment about the settlement.

Justice Cumming will hold a hearing to consider the settlement at 10 o'clock a.m. on \_\_\_\_\_ 2010 at the Court House, 330 University Ave., Toronto.

Any plaintiff class member or defendant class member is entitled to make submissions to Justice Cumming regarding the settlement. To do so the class member is requested to, not later than 2 p.m. on [*insert date 7 business days before hearing*], 2010, serve a written notice of the desire to appear on the plaintiffs and defendant and file it with proof of service at the Court House, 330 University Ave., Toronto. The notice should briefly indicate, if opposed to the settlement, the nature of the objection. If the class member wishes to file affidavits for use at the hearing the class member is requested to, not later than 2 p.m. on [*insert date 7 business days before hearing*], 2010, serve and file any such affidavits.

The plaintiffs may be served through one of their solicitors, Theall Group LLP, Attn: Dorothy Fong, Suite 1410, 4 King Street West, Toronto, Ontario, M5H 1B6. The defendant Toronto Hydro may be served through its solicitors Ogilvy Renault LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay St., P.O. Box 84, Toronto, Ontario, M5J 2Z4, Attn: Jennifer Teskey.

If you wish to obtain a copy of the Minutes of Settlement showing full details of the settlement, you may visit [www.electricutilitylatpaymentpenaltyclassaction.com](http://www.electricutilitylatpaymentpenaltyclassaction.com) or contact Theall Group LLP, Attn: Dorothy Fong, Suite 1410, 4 King Street West, Toronto, Ontario, M5H 1B6 (e-mail address: [dfong@theallgroup.com](mailto:dfong@theallgroup.com)) or Ogilvy Renault LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay St., P.O.

Box 84, Toronto, Ontario, M5J 2Z4, Attn: Jennifer Teskey (e-mail address: jteskey@ogilvyrenault.com).

The court papers in this lawsuit are available for inspection at the office of the Superior Court of Justice, Court House, 361 University Ave., Toronto, Ontario, court file numbers 98-CV-158062 and 94-CQ-50878.

Please DO NOT CALL Justice Cumming or the registrar of the court. They will not be able to answer your questions about the case.

\_\_\_\_\_, 2010

**Schedule B**

(to fairness hearing order - short form notice to plaintiff class in Toronto area)

**Notice of Hearing to consider Settlement of Class Action against Toronto Hydro and other Local Municipal Electricity Distribution Companies regarding Late Payment Penalties**

On \_\_\_\_\_, 2010, the Ontario Superior Court of Justice will consider approval of a tentative \$17,037,500 settlement of a class action regarding late payment penalties charged by Toronto Hydro and all other local municipal electricity distribution companies in Ontario at any time after April 1, 1981. The hearing will take place at 10 a.m. at the court house, 330 University Ave., Toronto.

You may obtain more information about the settlement and about your right to participate in the \_\_\_\_\_, 2010 court hearing by visiting [www.electricutilitylatepaymentpenaltyclassaction.com](http://www.electricutilitylatepaymentpenaltyclassaction.com).

**Schedule C**

(to fairness hearing order - short form notice to plaintiff class outside Toronto area)

**Notice of Hearing to consider Settlement of Class Action against all  
Local Municipal Electricity Distribution Companies in Ontario  
regarding Late Payment Penalties**

On \_\_\_\_\_, 2010, the Ontario Superior Court of Justice will consider approval of a tentative \$17,037,500 settlement of a class action regarding late payment penalties charged by Toronto Hydro and all other local municipal electricity distribution companies in Ontario at any time after April 1, 1981. The hearing will take place at 10 a.m. at the court house, 330 University Ave., Toronto.

You may obtain more information about the settlement and about your right to participate in the \_\_\_\_\_, 2010 court hearing by visiting [www.electricutilitylatepaymentpenaltyclassaction.com](http://www.electricutilitylatepaymentpenaltyclassaction.com).

**Schedule D**

(to fairness hearing order - mail and e-mail notice to defendant class)

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Notice under the Ontario *Class Proceedings Act*

**TO ALL LOCAL MUNICIPAL  
ELECTRICITY DISTRIBUTION  
COMPANIES IN ONTARIO AND  
THEIR SUCCESSORS**

If your company is a local municipal electricity distribution company ("LDC") in Ontario (or the successor to an LDC) which charged late payment penalties at any time after April 1, 1981, this notice will be important to you. A tentative settlement of the class action against Toronto Hydro representing itself and all other LDCs in Ontario, has been reached.

This notice is published by order of the Honourable Justice Cumming of the Ontario Superior Court of Justice and explains:

1. The description of the plaintiff class;
2. The description of the defendant class;
3. The settlement terms of the lawsuit; and
4. How you can participate in the hearing to consider the settlement.

**1. THE DESCRIPTION OF THE PLAINTIFF CLASS**

The class of customers on whose behalf the lawsuit was brought consists of:

All persons who:

- (a) are, or were, customers of:
  - (i) Toronto Hydro at any time after April 1, 1981, or
  - (ii) any other local municipal electricity distribution company in Ontario at any time after April 1, 1981, and



(b) paid any Late Payment Penalties to Toronto Hydro or any other local municipal electricity distribution company in Ontario after April 1, 1981.

## 2. THE DESCRIPTION OF THE DEFENDANT CLASS

The class of utilities against whom the lawsuit was brought consists of:

Toronto Hydro and all other local municipal electricity distribution companies (or their successor corporations) in Ontario which have charged Late Payment Penalties on overdue utility bills at any time after April 1, 1981.

For greater certainty, if a municipality sold the assets of a local municipal electricity distribution utility to Hydro One and the municipality retained liability for claims relating to late payment penalties, then the municipality is a member of the defendant class.

## 3. THE SETTLEMENT TERMS OF THE LAWSUIT

The settlement provides for a payment of \$17,037,500 comprised of \$16,250,000 for claim and pre-judgment interest, \$750,000 for partial indemnity costs and \$37,500 for GST on such costs from Toronto Hydro, and all participating LDCs (or their successor corporations) in Ontario.

The settlement provides that after deducting the legal fees and disbursements approved by the court and all applicable GST/HST, the balance of the \$17,037,500 shall be paid to the Winter Warmth Fund managed by the United Way of Greater Toronto and similar low-income energy assistance programs managed by charities in all other areas serviced by the participating LDCs and used for the indirect benefit of members of the plaintiff class.

Legal fees and disbursements of \$4,862,500 are proposed to be paid to the lawyers for the class, subject to court approval. Any such legal fees or disbursements not approved by the court will be added to the money paid to the low-income energy assistance programs. Applicable GST/HST will be paid regarding the approved legal fees and disbursements.

The settlement provides that Plaintiff Class Members may opt out of this lawsuit and sue their utility separately, or not sue at all. If more than 10,000 Plaintiff Class Members opt out, then the defendant will have the option of cancelling the entire settlement.

The settlement also provides that a Defendant Class Member, who has not consented to the settlement and waived its opt out rights, may opt out of this lawsuit by following an opt out procedure which includes giving notice to the corresponding members of the Plaintiff class -- i.e. its customers. A Defendant Class Member who opts out may subsequently be sued in separate individual actions or in class actions by a representative of its customers. A full description of the opt out procedure is contained in paragraphs 13-16 of Schedule B (draft implementation order) to the enclosed minutes of settlement dated \_\_\_\_\_ 2010.

#### **4. HOW YOU CAN PARTICIPATE IN THE HEARING TO CONSIDER APPROVAL OF THE SETTLEMENT**

The settlement is subject to approval by the court after the class members have a chance to comment about the settlement.

Justice Cumming will hold a hearing to consider the settlement at 10 o'clock a.m. on \_\_\_\_\_, 2010 at the Court House, 330 University Ave., Toronto.

Any plaintiff class member or defendant class member is entitled to make submissions to Justice Cumming regarding the settlement. To do so the class member is requested to, not later than 2 p.m. on [*insert date 7 business days before hearing*], 2010, serve a written notice of the desire to appear on the plaintiffs and defendant and file it with proof of service at the Court House, 330 University Ave., Toronto. The notice should briefly indicate, if opposed to the settlement, the nature of the objection. If the class member wishes to file affidavits for use at the hearing the class member is requested to, not later than 2 p.m. on [*insert date 7 business days before hearing*], 2010, serve and file any such affidavits.

The plaintiffs may be served through one of their solicitors, Theall Group LLP, Attn: Dorothy Fong, Suite 1410, 4 King Street West, Toronto, Ontario, M5H 1B6. The defendant Toronto Hydro may be served through its solicitors Ogilvy Renault LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay St., P.O. Box 84, Toronto, Ontario, M5J 2Z4, Attn: Jennifer Teskey.

The court papers in this lawsuit are available for inspection at the office of the Superior Court of Justice, Court House, 361 University Ave., Toronto, Ontario, court numbers 98-CV-158062 and 94-CQ-50878.

Please DO NOT CALL Justice Cumming or the registrar of the court.  
They will not be able to answer your questions about the case.

\_\_\_\_\_, 2010

**Schedule E**  
(to fairness hearing order - list of Defendant Class Members)

Name	Address
Asphodel-Norwood Distribution Incorporated c/o Peterborough Utilities Services Inc.	1867 Ashburnham Drive P.O. Box 4125, Station Main Peterborough, ON K0J 6Z5
Atitkokan Hydro Inc.	117 Gorrie Street, P.O. Box 1480 Atitkokan, ON P0T 1C0
Aurora Hydro Connections Limited c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Barrie Hydro Distribution Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Belleville Electric Corp. c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Bluewater Power Distribution Corporation	855 Confederation Street Sarnia, ON N7T 7L6
Blue Mountains Energy Services, The c/o Collus Power Corp.	Box 189 43 Stewart Road Collingwood, ON L9Y 3Z5
Bobcaygeon Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Bradford-West Gwilliambury c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Brant County Power	65 Dundas Street East Paris, ON N3L 3H1
Brantford Power Inc.	84 Market Street P. O. Box 308

Name	Address
	Brantford, ON N3T 5N8
Brighton Distribution Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Brockville Utilities Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Brussels PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Burlington Hydro Inc.	1340 Brant Street Burlington, ON L7R 3Z7
Caledon Hydro Corporation c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Cambridge and North Dumfries Hydro Inc.	1500 Bishop Street P.O. Box 1060 Cambridge, ON N1R 5X6
Campbellford/Seymour Electricity Distributions Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Canadian Niagara Power Inc.	1130 Batic Street P.O. Box 1218 Fort Erie, ON L2A 5Y2
Casselman Hydro Inc. c/o Hydro Ottawa Limited	3025 Albion Rd. N. P.O. Box 8700 Ottawa, ON K1G 3S4
Cavan-Millbrook-N. Monaghan PUC c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5

Name	Address
Centre Wellington Hydro Ltd.	730 Gartshore Street P.O. Box 217 Fergus, ON N1M 2W8
Chapleau Public Utilities Corp.	110 Lorne Street South P.O. Box 670 Chapleau, ON P0M 1K0
Chatham-Kent Hydro Inc.	320 Queen St. Chatham, ON N7M 5K2
Clearwater TWP, HEC c/o Collus Power Corp.	Box 189 43 Stewart Road Collingwood, ON L9Y 3Z5
Clinton Power Corp.	PO Box 520 Clinton, ON N0M 1L0
COLLUS Power Corp.	Box 189 43 Stewart Road Collingwood, ON L9Y 3Z5
Cooperative Hydro Embrun Inc.	821 Notre-Dame Street Suite 200 Embrun, ON K0A 1W1
Dashwood PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Dutton Hydro Inc.	199 Main Street Dutton, ON N0L 1J0
E.L.K. Energy Inc.	172 Forest Avenue Essex, ON N8M 3E4
Enersource Hydro Mississauga Inc.	3240 Mavis Road Mississauga, ON L5C 3K1
EnWin Utilities Ltd.	787 Ouellette Avenue P.O. Box 1625, Station "A"

Name	Address
	Windsor, ON
Erie Thames Powerlines Corporation	P.O. Box 157 Ingersoll, ON N5C 3K5
Erin Hydro Corporation c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Espanola Regional Hydro Distribution Corporation	598 Second Avenue Espanola, ON P5E 1C4
Essa Twp. HEC c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Essex Powerlines Corporation	360 Fairview Avenue West Suite 218 Essex, ON N8M 3G4
Fenelon Falls Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Festival Hydro Inc.	P.O. Box 397 187 Erie Street Stratford, ON N5A 6T5
Fort Albany First Nation	P.O. Box 1 Fort Albany, ON P0L 1H0
Fort Albany Power Corporation	P.O. Box 1 Fort Albany, ON P0L 1H0
Fort Frances Power Corp.	320 Portage Avenue Fort Frances, ON P9A 3P9
Georgian Bay Energy Inc. (Chatsworth HS & Owan Sound PUC) c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Grand Valley Energy Inc.	400 C Line P.O. Box 400, Stn A

Name	Address
c/o Orangeville Hydro Limited	Orangeville, ON L9W 2Z7
Gravenhurst Hydro Electric Inc. c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Greater Sudbury Hydro Inc.	500 Regent Street P.O. Box 250 Sudbury, ON P3E 4P1
Grimsby Power Inc.	231 Roberts Road Grimsby, ON L3M 5N2
Guelph Hydro Electric Systems Inc.	395 Southgate Drive Guelph, ON N1G 4Y1
Haldimand County Hydro Inc.	1 Greendale Drive Caledonia, ON N3W 2J3
Halton Hills Hydro	43 Alice Street Acton, ON L7J 1Y9
Hamilton Hydro Inc.	55 John Street North Hamilton, ON L8N 3E4
Hearst Power Distribution Co. Ltd.	925 Alexandra Street P.O. Bag 5000 Hearst, ON P0L 1N0
Hensall PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Horizon Utilities Corporation	55 John Street North P.O. Box 2249 Stn LCD1 Hamilton, ON L8N 3E4
Hydro 2000 Inc.	265 rue St.-Philippe Street, C.P./P.O. Box 370 Alfred, ON K0B 1A0
Hydro Hawkesbury Inc.	850 Tupper Street



Name	Address
	Hawkesbury, ON K6A 3S7
Hydro One Brampton Networks Inc.	175 Sandalwood Pkwy West Brampton, ON L7A 1E8
Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Hydro One Remote Communities Inc.	483 Bay Street Toronto, ON M5G 2P5
Hydro Ottawa Limited	3025 Albion Rd. N. P.O. Box 8700 Ottawa, ON K1G 3S4
Hydro Vaughan Distribution Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Innisfil Hydro Distribution Systems Ltd.	2073 Commerce Park Drive Innisfil, ON L9S 4A2
Kapuskwasking PUC c/o Northern Ontario Wires Inc.	153 Sixth Ave. P.O. Box 640 Cochrane, ON P0L 1C0
Kashechewan First Nation	P.O. Box 240 Kashechewan, ON P0L 1S0
Kashechewan Power Corporation	P.O. Box 229 Kashechewan, ON P0L 1S0
Kenora Hydro Electric Corporation Ltd.	Box 2680 215 Mellick Avenue Kenora, ON P9N 3C6
Killaloe HEC c/o Ottawa River Power Corporation	283 Pembroke St. W. Pembroke, ON K8A 6Y6
Kingston Hydro Corporation	P.O. Box 790 Kingston, ON K7L 4X7

Name	Address
Kirkfield Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Kitchener-Wilmot Hydro Inc.	P.O. 9010 301 Victoria St. South Kitchener, ON N2G 4L9
Lakefield Distribution Incorporated c/o Peterborough Utilities Services Inc.	1867 Ashburnham Drive P.O. Box 4125, Station Main Peterborough, ON K9J 6Z5
Lakefront Utilities Inc.	207 Division St. P.O. Box 577 Cobourg, ON K9A 4L3
Lakeland Power Distribution Ltd.	5-45 Cairns Crescent Huntsville, ON P1H 2M2
Lindsay Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
London Hydro Inc.	P.O. Box 2700 111 Horton Street London, ON N6A 4H6
Markham Hydro Distribution Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Middlesex Power Distribution	351 Frances St. Strathroy, ON N7G 2L7
Midland Power Utility Corporation	16984 Highway #12 P.O. Box 820 Midland, ON L4R 4P4
Millbrook Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5

Name	Address
Milton Hydro Distribution Inc.	8069 Lawson Road Milton, ON L9T 5C4
Minto Hydro Inc. c/o Westario Power Inc.	24 Eastridge Road R.R. #2 Walkerton, ON N0G 2V0
Mississippi Mills PUC c/o Ottawa River Power Corporation	283 Pembroke St. W. Pembroke, ON K8A 6Y6
Newbury Power Inc. c/o Middlesex Power	351 Frances St. Strathroy, ON N7G 2L7
Newmarket-Tay Power Distribution Ltd.	590 Steven Court Newmarket, ON L3Y 6Z2
Niagara Peninsula Energy Inc.	7447 Pin Oak Drive Box 120 Niagara Falls, ON L2E 6S9
New Tecumseth HEC c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Niagara-on-the-Lake Hydro Inc.	#8 Henegan Road P.O. Box 460 Virgil, ON L0S 1T0
Norfolk Power Distribution Inc.	P.O. Box 588 70 Victoria Street Simcoe, ON N3Y 4N6
North Bay Hydro Distribution Ltd.	P.O. Box 3240 North Bay, ON P1B 8Y5
Northern Ontario Wires Inc.	153 Sixth Ave. P.O. Box 640 Cochrane, ON P0L 1C0
Oakville Hydro Electricity Distribution Inc.	1 P.O. Box 861 Redwood Square Town of Oakville

Name	Address
	Oakville, ON L6J 5E3
Omeme Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Orangeville Hydro Limited	400 C Line, P.O. Box 400 Orangeville, ON L9W 2Z7
Orillia Power Distribution Corporation	P.O. Box 398 360 West Street South Orillia, ON L3V 6J9
Oshawa PUC Networks Inc.	100 Simcoe Street South Oshawa, ON L1H 7M7
Ottawa River Power Corp.	283 Pembroke St. W. Pembroke, ON K8A 6Y6
Parry Sound Power Corporation	125 William Street Parry Sound, ON P2A 1V9
Penetanguishene HEC c/o Powertream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Peterborough Distribution Inc.	1867 Ashburnham Drive P.O. Box 4125 Main Station Peterborough, ON K9J 6Z5
Port Colborne Hydro Inc.	66 Charlotte Street Port Colborne, ON L3K 3C8
Port Hope HEC c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
PUC Distribution Inc.	765 Queen Street East P.O. Box 9000 Sault St. Marie, ON P6A 6P2

Name	Address
Quinte West Electric Distribution Company Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Renfrew Hydro Inc.	29 Bridge Ave. West Renfrew, ON K7V 3R3
Richmond Hill Hydro Inc. c/o Powertream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Rideau St. Lawrence Distribution Inc.	985 Industrial Road P.O. Box 699 Prescott, ON K0E 1T0
Scugog Hydro Electric Corporation c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Seaforth PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Severn TWP. HEC (1437908 Ontario Ltd.) c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Sioux Lookout Hydro Inc.	P.O. Box 908 25 Fifth Avenue Sioux Lookout, ON P8T 1B3
Stirling-Rawdon Electrical Dist. Corp. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
St. Catharines Hydro Utility Services Inc.	340 Vansickle Road P.O. Box 3083 St. Catharines, ON L2R 6R8
St. Mary's PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5

Name	Address
St. Thomas Energy Inc.	135 Edward Street St. Thomas, ON N5P 4A8
Tay Hydro Electric Distribution Company Inc. c/o Newmarket-Tay Power Distribution Ltd.	590 Steven Court Newmarket, ON L3Y 6Z2
Terrace Bay Superior Wires Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Thorold Hydro Corp. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Tillsonburg Hydro Inc.	200 Broadway 2 <sup>nd</sup> Floor Tillsonburg, ON N2G 5A7
Toronto Hydro-Electric System Limited	14 Carlton Street Toronto, ON M5R 1K5
Thunder Bay Hydro Electricity Distribution Inc.	34 North Cumberland Street Thunder Bay, ON P7A 4L4
Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Walkerton PUC (including Elmwood HS) c/o Westario Power Inc.	24 Eastridge Road R.R. #2 Walkerton, ON N0G 2V0
Wasaga Distribution Inc.	950 River Road West Wasaga Beach, ON L9Z 1A2
Waterloo North Hydro Inc.	P.O. Box 640 300 Northfield Drive East Waterloo, ON N2J 4A3
Welland Hydro-Electric System Corp.	P.O. Box 280

Name	Address
	950 East Main Street Welland, ON L3B 5P6
Wellington Electric Distribution Company Inc. c/o Guelph Hydro Electric Systems Inc.	395 Southgate Drive Guelph, ON N1G 4Y1
Wellington North Power Inc.	290 Queen Street West P.O. Box 359 Mount Forest, ON N0G 2L0
West Coast Huron Energy Inc. (Goderich Hydro)	64 West Street Goderich, ON N7A 2K4
West Perth Power Inc.	169 St. David Street Mitchell, ON N0K 1N0
West Nipissing Energy Services Ltd. c/o Greater Sudbury Hydro Inc./Hydro du Grand Sudbury Inc.	500 Regent Street Sudbury, ON P3E 4P1
Westario Power Inc.	24 Eastridge Road R.R. #2 Walkerton, ON N0G 2V0
Whitby Hydro Electric Corporation	100 Taunton Road East P.O. Box 59 Whitby, ON L1N 5R8
Whitchurch-Stouffville Hydro (1437908 Ontario Inc.) c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Woodstock Hydro Services Inc.	16 Graham Street P.O. Box 1598 Woodstock, ON N4S 0A8
Woodville Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5

Name	Address
Zurich HS c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
1382154 Ontario Ltd. (Brock HEC) c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
<b>Municipalities</b>	
Alisa Craig Hydro Committee c/o Municipality of North Middlesex	229 Parkhill Main Street, P.O. Box 9 Parkhill, ON NOM 2K0
Village of Arkona c/o The Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON NON IJ0
Arnprior Hydro-Electric Commission	105 Elgin Street West Arnprior, ON K7S 0A8
Arran-Elderslie PUC c/o Municipality of Arran-Elderslie	P.O. Box 70 1925 Bruce Road #10 Chesley, ON N0G 1H0
Artemesia Township c/o The Municipality of Grey Highlands	206 Toronto Street South, Unit 1, P.O. Box 409 Markdale, ON N0C 1H0
Bancroft P.U.C. c/o Town of Bancroft	24 Flint Avenue P.O.Box 790 Bancroft, ON K0L 1C0
Blandford-Blenheim PUC c/o Township of Blandford-Blenheim	47 Wilmot St. Drumbo, ON N0J 1G0
Township of Blyth c/o Township of North Huron	Municipal Office 274 Josephine Street P. O. Box 90 Wingham, ON N0G 2W0



Name	Address
Carleton Place Township c/o The County of Lanark	175 Bridge Street Carleton Place, ON K7C 2V8
Centre Hastings c/o Municipality of Centre Hastings	11379 Highway #62 R.R. #5 Madoc, ON K0K 2K0
Chalk River Township c/o Town of Laurentian Hills	34465 Highway 17, RR #1 Deep River, ON K0J 1P0
Township of Champlain Township	948 Pleasant Corner Road East Vankleek Hill, ON K0B 1R0
Clarence-Rockland HEC c/o City of Clarence-Rockland	Municipal Office 1560 Laurier Street, Rockland, ON K4K 1P7
Town of Cobden c/o Township of Whitewater Region	44 Main Street Cobden, ON K0J 1K0
Deep River HEC	8 Hendale Avenue P.O. Box 340 Deep River, ON K0J 1P0
Deseronto Public Utilities Commission c/o Town of Deseronto	331 Main St. P.O. Box 310 Deseronto, ON K0K 1X0
Dryden Hydro c/o City of Dryden	30 Van Horne Avenue Dryden, ON P8N 2A7
Township of Durham c/o Municipality of West Grey	402813 Grey Rd 4, RR2 Durham, ON N0G 1R0
Dundalk Energy Services Inc. c/o Township of Southgate	185667 Grey Road #9 RR #1 Dundalk, ON N0C 1B0
Eganville PUC c/o Township of Bonnechere Valley	49 Bonneshere Street East P.O. Box 100 Eganville, ON K0J 1T0

Name	Address
Exeter HEC c/o The Corporation of the Municipality of South Huron	322 Main Street South P.O. Box 759 Exeter, ON N0M 1S6
Town of Forest c/o Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON N0N 1J0
Township of Georgina	26557 Civic Centre Road R.R. #2 Keswick, ON L4P 3G1
Glencoe PUC c/o Municipality of Southwest Middlesex	153 McKellar Street, P.O. Box 218 Glencoe, ON N0L 1M0
Town of Grand Bend c/o The Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON N0N 1J0
The Town of the Greater Napanee	45 Commercial Court Napanee, ON K7R 4A2
Hastings Public Utilities c/o Trent Hills Municipality	66 Front Street, South P.O. Box 1030 Campbellford, ON K0L 1L0
Havelock-Belmont-Methuen c/o Township of Havelock – Belmont – Metheun	Box 10, 1 Ottawa Street East Havelock, ON K0L 1Z0
Lanark Highlands PUC	75 George Street P.O. Box 340 Lanark, ON K0G 1K0
The Corporation of the Township of Larder Lake	P.O. Box 40 Larder Lake, ON P0K 1L0
The Town of Latchford c/o The Corporation of The Town of Latchford	10 Main St., Hwy 11, P.O. Box 10 Latchford, ON P0J 1N0

Name	Address
Lucan Granton Hydro Electricity Commission	P.O. Box 190 Lucan, ON N0M 2J0
Township of Malahide	87 John Street South Aylmer, ON N5H 2C3
The Township of Mapleton	7275 Sideroad 16, Box 160 Drayton, ON N0G 1P0
Town of Markdale c/o The Municipality of Grey Highlands	206 Toronto Street South, Unit 1, P.O. Box 409 Markdale, ON N0C 1H0
The Municipality of Marmora and Lake	12 Bursthall St Marmora, ON K0K 2M0
McGarry Township Hydro System c/o The Township of McGarry	27 Webster Street, Virginiatown, ON P0K 1X0
Municipality of Meaford	21 Trowbridge St. West, Meaford, ON N4L 1A1
The Middlesex Centre Municipal Office	10227  Ilderton Road, RR#2 Ilderton, ON N0M 2A0
Nipigon Hydro Electric Commission c/o Township of Nipigon	52 Front Street P.O. Box 160 Nipigon, ON P0T 2J0
Town of North Dorchester c/o Municipality of Thames Centre	4305 Hamilton Rd. Dorchester, ON N0L 1G3
Township of North Dundas	636 St. Lawrence Street P.O. Box 489 Winchester, ON K0C 2K0
North Glengarry Twp. HEC	PO Box 700 90 Main Street South

Name	Address
	Alexandria, ON K0C 1A0
North Grenville Twp. HEC c/o The Corporation of the Municipality of North Grenville	285 County Road #44 Kemptonville, ON K0G 1J0
North Perth Utility Commission c/o The Municipality of North Perth	330 Wallace Ave. N., Listowel, ON N4W 1L3
North Stormont Twp. HEC	15 Union St., P.O. Box 99 Berwick, ON K0C 1G0
Warkworth Hydro System c/o The Township of Trent Hills	Box 1030, 66 Front Street South Campbellford, ON K0L 1L0
The Corporation of the Town of Perth (formerly Perth PUC) c/o The County of Lanark	P.O. Box 37, Sunset Boulevard Perth, ON K7H 3E2
South Glengarry Twp. PUC	6 Oak Street, P.O. Box 220 Lancaster, ON K0C 1N0
Township of Perth East	25 Mill Street E P.O. Box 455 Milverton, ON N0K 1M0
Prince Edward Hydro Inc.	332 Main Street, Drawer 1550 Picton, ON K0K 2T0
Town of Rainy River	PO Box 488 Rainy River, ON P0W 1L0
Ramara Township HEC	2297 Highway 12, PO Box 130 Breachin, ON L0K 1B0
The Township of Red Rock (Red Rock Hydro Service)	PO Box 447 42 Salis Street Red Rock, ON P0T 2P0
Russell H.S.	P.O. Box 215 Russell, ON K4R 1C9

Name	Address
Schreiber Hydro Electric Commission c/o Township of Schreiber	608 Winnipeg Street P.O. Box 40 Schreiber, ON P0T 2S0
Town of Shelburne	203 Main Street East Shelburne, ON L0N 1S0
Smiths Falls HEC	P.O. BOX 695, 77 Beckwith St. N. Smiths Falls, ON K7A 4T6
S.B.P. (Warton HEC) c/o Town of South Bruce Peninsula	315 George Street, PO Box 310, Warton, ON N0H 2T0
South River PUC Township of South River	63 Marie Street P.O. Box 310 South River, ON P0A 1X0
The Corporation of the Township of Springwater/Twp. HEC	2231 Nursery Road Minesing, ON L0L 1Y2
Town of Thedford c/o The Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON N0N 1J0
Thessalon Hydro Distribution Corp.	PO Box 220 187 Main Street Thessalon, ON P0R 1L0
Tweed HEC	255 Metcalf Street Postal Bag 729 Tweed, ON K0K 3J0
Wardsville HEC c/o Municipality of Southwest Middlesex	153 McKellar Street, Box 218 Glencoe, ON N0L 1M0
Municipality of West Elgin	22413 Hoskins Line PO Box 490 Rodney, ON N0L 2C0
Town of Thorndale	4305 Hamilton Rd,

Name	Address
c/o Municipality of Thames Centre	Dorchester, ON N0L 1G3
Town of Plympton-Wyoming	546 Niagara Street, Box 250 Wyoming, ON N0N 1T0
The Corporation of Loyalist Township c/o Bath Hydro Electric Commission	Main Office: 613-386-7351 Box 70, 263 Main Street Odessa, ON K0H 2H0
Terrace Bay Superior Wires Inc.	P.O. Box 40 1 Selkirk Avenue, Terrace, Bay ON POT 2W0



**IMPLEMENTATION ORDER**

**THIS MOTION**, made by the Plaintiffs for an order consolidating two actions, certifying the consolidated action as a class proceeding, and approving and implementing the settlement of the consolidated action, was heard this day at the Court House, Toronto.

**ON READING** the affidavits of Jonathan Griffiths, Dorothy Fong, and Jennifer Teskey, the consent of Tamar Pichette, the minutes of settlement dated \_\_\_\_\_ 2010, and the consents of United Way of Greater Toronto, the United Way of Chatham Kent, [*or such administrators as the case may be*], filed, and on hearing the submissions of counsel for the Plaintiffs and the Defendant [*or as the case may be*],

**Consolidation**

1. **THIS COURT ORDERS** that Superior Court of Justice actions 98-CV-158062 and 94-CQ-50878 be consolidated and continued as action 98-CV-158062.
2. **THIS COURT ORDERS** that (a) Jonathan Griffiths be the Plaintiff in the consolidated action, and (b) the title of proceedings for the consolidated action be:

**JONATHAN GRIFFITHS**

Plaintiff

- and -

**TORONTO HYDRO-ELECTRIC SYSTEM LIMITED**

Defendant



Proceeding under the *Class Proceedings Act, 1992*

**Certification**

3. **THIS COURT ORDERS** that the consolidated action be maintained as a class proceeding on behalf of the following Plaintiff class (hereinafter referred to as the "Plaintiff Class"):

All persons who:

- (a) are, or were, customers of:
  - (i) Toronto Hydro at any time after April 1, 1981, or
  - (ii) any other local municipal electricity distribution company in Ontario at any time after April 1, 1981, and
- (b) paid any Late Payment Penalties to Toronto Hydro or any other local municipal electricity distribution company in Ontario after April 1, 1981.

with respect to the following claims:

- (a) \$500 million in restitutionary payments;
- (b) a declaration that Late Payment Penalties imposed by the Defendant Class offend s. 347 of the *Criminal Code*, are illegal and void, and need not be paid by the Plaintiff Class;
- (c) in the alternative, a declaration that Late Payment Penalties constitute penalties in law and are unenforceable;
- (d) an interim, interlocutory, and permanent injunction restraining the Defendant Class from imposing Late Payment Penalties;
- (e) an interim, interlocutory, and permanent injunction restraining the Defendant Class from terminating the supply of electricity to any member of the Class for failure to pay Late Payment Penalties;

- (f) pre-judgment interest as provided by law;
- (g) post-judgment interest as provided by law;
- (h) the costs of this action; and
- (i) such further and other relief as may seem just.

4. **THIS COURT ORDERS** that, subject to further order of the court, Jonathan Griffiths be and hereby is appointed as the representative Plaintiff on behalf of the Plaintiff Class and Fraser Milner Casgrain LLP and Theall Group LLP be and hereby are appointed as Counsel for the Plaintiff Class.

5. **THIS COURT ORDERS** that the consolidated action also be maintained as a class proceeding against the following defendant class (hereinafter referred to as the "Defendant Class"):

Toronto Hydro and all other local municipal electricity distribution companies (or their successor corporations) in Ontario which have charged Late Payment Penalties on overdue utility bills at any time after April 1, 1981.

For greater certainty, if a municipality sold the assets of a local municipal electricity distribution utility to Hydro One and the municipality retained liability for claims relating to late payment penalties, then the municipality is a member of the defendant class.

6. **THIS COURT ORDERS** that, subject to further order of the court, Toronto Hydro be and hereby is appointed as the representative

defendant on behalf of the Defendant Class and Ogilvy Renault LLP be and hereby is appointed as Counsel for the Defendant Class.

7. **THIS COURT ORDERS** that the following issues are common issues:

(a) the Defendant Class Members' liability for restitution of late payment penalties received from the Plaintiff Class Members; and

(b) the aggregate quantum of monetary relief payable by each Defendant Class Member.

**Notice to Plaintiff Class Members**

8. **THIS COURT ORDERS** notice be provided to the Plaintiff Class by:

(a) the plaintiffs establishing a website known as *www.electricutilitylatepaymentpenaltyclassaction.com* and placing a copy of a notice substantially in the form attached hereto as Schedule "A" on the website and placing a copy of the minutes of settlement on the website;

(b) the defendant causing a notice substantially in the form attached hereto as Schedule "B" to be published as soon as possible twice in each of the *Toronto Star* and *The Globe and Mail*;

(c) the defendant causing a notice substantially in the form attached hereto as Schedule "C" to be published as soon as possible twice in each of the *Ottawa Citizen*, *Hamilton Spectator*, *Kitchener Waterloo Record*,

London *Free Press*, Windsor *Star*, Sudbury *Star*, Sault *Star*, and the Thunder Bay *Chronicle Journal*; and

(d) the defendant causing a link to *www.electricutilitylatepaymentpenaltyclassaction.com* to be placed on the defendant's website.

**Opt Outs by Plaintiff Class Members**

9. **THIS COURT ORDERS** that a Plaintiff Class Member may opt out by delivering to the Theall Group LLP the Plaintiff Opt Out Coupon contained in Schedule "A" or some other legible, written, signed request to opt out containing substantially the same information as the Plaintiff Opt Out Coupon on or before the expiry of the 30th day after the date the first notice is published in *The Globe and Mail* under paragraph 8(b) above.

10. **THIS COURT ORDERS** that a Plaintiff Class Member may not opt out except in the manner and within the time provided in paragraph 9.

11. **THIS COURT ORDERS** that:

(a) within 44 days after the expiry of the deadline stated in paragraph 9, the Theall Group LLP serve on Toronto Hydro and file with the court, an affidavit listing the Plaintiff Class Members who have opted out; and

(b) if more than 10,000 members of the plaintiff class opt out then the defendant may, within 20 days after service of the affidavit mentioned in

paragraph 11(a), elect to declare this settlement void by serving a notice in writing on class counsel, and filing a copy in the court file with proof of service, in which case this order will be set aside in its entirety.

**Notice to Defendant Class Members**

12. **THIS COURT ORDERS** that notice of this settlement be provided to the Defendant Class by the Defendant forthwith sending to the last known addresses of the Defendant Class members (other than those which have filed Consents and Waivers of Opt Out Rights substantially in the form attached as Schedule E) by both registered and ordinary mail a notice substantially in the form attached hereto as Schedule "D" together with a copy of the minutes of settlement herein. (A list of all Defendant Class Members and their addresses is attached as Schedule "F").

**Opt Outs by Defendant Class Members**

13. **THIS COURT ORDERS** that a Member of the Defendant Class, other than Toronto Hydro and other than those which have filed Consents and Waivers of Opt Out Rights substantially in the form attached as Schedule E, may opt out of the class proceeding by:

(a) delivering to Ogilvy Renault LLP the Defendant Opt Out Coupon contained in Appendix 1 of Schedule "D", or some other legible, written, signed request to opt out containing substantially the same information as the Defendant Opt Out Coupon, on or before the expiry of the 60th day after the date the notice is mailed under paragraph 12 above; and

(b) providing notices substantially in the form attached as Appendix 2 of Schedule "D", by including copies of the notice with the bills to its current customers, and serving on Ogilvy Renault LLP and the Theall Group LLP and filing an affidavit of service substantially in the form attached as Appendix 3 of Schedule "D", in the court file on or before the expiry of the 60th day after the date Ogilvy Renault LLP received the Defendant Opt Out Coupon under paragraph 13(a) from the said Member of the Defendant Class. Where the Member of the Defendant Class wishing to opt out is a municipality which sold the assets of its electric utility and no longer renders bills to current electricity customers, then the notices shall be mailed to the ratepayers of the municipality with the current tax bills of the municipality and the affidavit of service shall be served on Ogilvy Renault LLP and the Theall Group LLP and filed in the court file no later than 7 months after the date Ogilvy Renault LLP received the Defendant Opt Out Coupon under paragraph 13(a) from the said Member of the Defendant Class.

14. **THIS COURT ORDERS** that the effective date of a Defendant Class Member's opting out, and the date on which the limitation period resumes running under s. 28(1)(a) of the *Class Proceedings Act*, shall be 180 days after filing the affidavit of service referred to in paragraph 13(b) in the court file.

15. **THIS COURT ORDERS** that Defendant Class Members may not opt out except in the manner and within the time provided in paragraphs

13 and 14. For greater certainty, Defendant Class Members which have filed with Ogilvy Renault LLP Consents and Waivers of Opt Out Rights substantially in the form attached as Schedule E may not opt out.

16. **THIS COURT ORDERS** that Ogilvy Renault LLP serve on the Plaintiff and file with the court, within 74 days after the date the notices are mailed under paragraph 12 above, an affidavit exhibiting a list of any Defendant Class Members who have provided timely opt out forms to Ogilvy Renault LLP under paragraph 13(a), including a list of the dates on which Ogilvy Renault LLP received the Defendant Opt Out Coupons.

**Amounts of Judgments Against Consenting Defendant Class Members**

17. **THIS COURT ORDERS AND ADJUDGES** that Toronto Hydro and Defendant Class Members which filed with Ogilvy Renault LLP Consents and Waivers of Opt Out Rights substantially in the form attached as Schedule E (hereinafter "Consenting Defendant Class Members) before the commencement of the hearing of the motion to consider approval of the settlement pursuant to s. 29 of the *Class Proceedings Act* (the "Fairness Hearing") pay the amounts stated in the right hand column of Schedule G, provided that:

- (a) liability is several, not joint and several;
- (b) payments are due on June 30, 2011;

(c) the amounts stated in Schedule G shall bear post judgment interest from July 1, 2011 until the date of payment at the rate of 19.56% per annum; and

(d) if voluntarily paying the amounts stated in Schedule G, Toronto Hydro or a Consenting Defendant Class Member shall pay Ogilvy Renault LLP in trust by June 30, 2011. As soon as the funds have cleared Ogilvy Renault LLP shall pay the funds to Fraser Milner Casgrain LLP in trust. If the amount so paid to Fraser Milner Casgrain LLP is less than the full \$17,037,500 contemplated by paragraph 2 of the minutes of settlement herein, then Ogilvy Renault shall serve on Fraser Milner Casgrain LLP and file in the court file a list (hereinafter the "Default List") containing (i) the names of whichever of Toronto Hydro and the Consenting Defendant Class Members that failed to make the required payments and (ii) the amount of the required payments (including both the amounts which should have been paid pursuant the right hand column of Schedule G and any amounts which should have been paid pursuant to paragraph 17A) provided that such required payments, in aggregate, shall be equal to \$17,037,500 minus the amount actually paid by Ogilvy Renault LLP to Fraser Milner Casgrain LLP. The plaintiff may proceed to enforce payment, as provided by law, against the payors stated in Default List (severally not joint and severally) for the amounts stated in Default List, plus post judgment interest and any costs payable under rule 60.19 or any court order, and the plaintiff shall pay the



amounts so recovered to Fraser Milner Casgrain LLP in trust. After deducting the legal fees and disbursements approved by the court and applicable GST/HST, Fraser Milner Casgrain LLP shall pay the net proceeds of the amounts it received (including both the voluntary payments and any enforced payments) to the appropriate Administrator stated in Schedule H. If an appropriate Administrator is not stated in Schedule H, then the plaintiff shall bring a motion to the court for an order appointing an Administrator or otherwise giving directions for the distribution of the amount to, or for the benefit of, plaintiff class members.

**Payments on behalf of Non-Consenting Defendant Class Members**

17A. **THIS COURT ORDERS** that the representative defendant raise from Consenting Defendant Class Members any amounts stated in the right hand column of Schedule G regarding any Non-Consenting Defendant Class Members and paragraphs 17(b), (c) and (d) shall apply *mutatis mutandis*.

**Amounts of Judgments Against Non-Consenting Defendant Class Members and Assignment to Representative Defendant**

18. **THIS COURT ORDERS AND ADJUDGES** that each Defendant Class Member which did not deliver a Consent and Waiver of Opt Out Rights to Ogilvy Renault LLP substantially in the form attached as Schedule E (hereinafter "Non-Consenting Defendant Class Members") before the commencement of the hearing of the motion to consider approval of the settlement pursuant to s. 29 of the *Class Proceedings Act* (the "Fairness

Hearing”), and which does not opt out as provided in paragraph 13, shall pay the amounts stated in the right hand column of Schedule G, provided that:

- (a) liability is several, not joint and several;
- (b) payments are due on June 30, 2011;
- (c) the amounts stated in Schedule G shall bear post judgment interest from July 1, 2011 until the date of payment at the rate of 19.56% per annum; and
- (d) the amounts stated in Schedule G owing by Non-Consenting Defendant Class Members shall be, and hereby are, assigned to and vested in the representative defendant;
- (e) If a Non-Consenting Defendant Class Member does not pay the representative defendant voluntarily, then the representative defendant may enforce payment, as provided by law, of the amount stated in Schedule G and applicable post judgment interest plus any partial indemnity costs payable by rule 60.19 or by any subsequent court order.

**Cy Pres Distribution of Net Proceeds through Low-income Energy Assistance Programs**

19. **THIS COURT ORDERS** that:

- (a) the net proceeds of the awards against Toronto Hydro and Defendant Class Members shall be distributed to or for the benefit of plaintiff class members by means of low-income energy assistance programs, as more particularly described in this order;

(b) a low-income energy assistance program means a program which provides emergency funding to low-income energy consumers based on need, as determined by the Administrator or affiliated registered charities or governmental agencies appointed by the Administrator, and includes the Winter Warmth Fund currently administered by the United Way of Greater Toronto and [list any program which includes electricity consumers now operated by the United Way of Chatham Kent or other Administrators];

(c) the United Way of Greater Toronto, the United Way of Chatham Kent, [or as the case may be] and [list any other administrators] are hereby appointed as Administrators to administer low-income energy assistance programs in the territories of the corresponding defendant or Defendant Class Member stated in Schedule H. The low-income energy assistance programs may be operated by the Administrator directly or may be operated by registered charities or governmental agencies (hereinafter "Intake Agencies") appointed by the Administrator from time to time for the various territories for which the Administrator is responsible. If no low-income energy assistance program satisfactory to the Administrator exists in a particular territory, then the Administrator shall create one;

(d) each Administrator shall invest the funds paid to it under this order until such funds are required for a low-income energy assistance program. The investment standards established by s. 27 of the *Trustee Act* R.S.O. 1990 c. T23 as amended shall apply *mutatis mutandis*. An Administrator may commingle the funds with other monies held by it for the purpose of investment provided that separate accounting records shall be maintained of all dealings with the funds. If the Administrator has other sources of funding for the low-income energy assistance program, separate

accounting records shall be maintained for the funds paid to it under this order and income thereon;

(e) each Administrator shall determine each year the amount of money to be allocated to the Intake Agencies for the low-income energy assistance programs in the various territories for which the Administrator is responsible. An Administrator's allocations shall not be limited to the income earned by the funds paid to it under this order, but rather the allocations may include the capital amounts paid to it under this order. However, the capital amount paid by a particular defendant or Defendant Class Member, and income thereon, shall be used for a low-income energy assistance program in the territory of the particular defendant or Defendant Class Member, or where Consenting Defendant Class Members pay on behalf of a Non-Consenting Class Member, in the territory of the Non-Consenting Class Member. If operators of the electric utilities in more than one territory amalgamate, or otherwise combine their utility operations, and operate in a new combined territory, the Administrator may combine the low-income energy assistance programs for the former territories into a low-income energy assistance program for the new combined territory.

(f) each Administrator shall provide brief annual reports, until the funds paid to it under this order and income thereon are exhausted, to the defendant or Defendant Class Member for whose territory the Administrator is responsible, stating:

(i) the opening annual balance of the funds being administered for the territory;

(ii) the amounts spent for the territory for the year including, without limitation: (a) the aggregate payments to beneficiaries of the

- low-income energy assistance program, (b) the aggregate annual administration expenses of the Administrator, (c) the aggregate annual program costs incurred by the Intake Agency or Agencies for the territory, and (d) the aggregate expenses incurred by the Administrator to promote the low-income energy assistance program;
- (iii) the aggregate amount received for income on the funds being administered for the territory;
- (iv) the closing annual balance of the funds being administered for the territory;
- (v) the lifetime percentage of the funds being administered for the territory which have been used for administration expenses by the Administrator (i.e. the aggregate administration expenses for all years the funds have been administered  $\div$  ((the capital amount paid under this order for the territory) + (the aggregate income for the territory for all years the funds have been administered)));
- (vi) the annual percentage of funds distributed to the Intake Agency or Agencies for the territory used for program costs (i.e. the Intake Agency's program costs for the year  $\div$  the amount paid by the Administrator to the Intake Agency's program for the year) or if the Administrator operates the program directly in a particular territory, the annual percentage of program costs incurred by the Administrator in the territory;
- (vii) if the lifetime percentage of the funds being administered for the territory which have been used for the Administrator's administration expenses exceeds 10%, then an explanation why the administration expenses have been that high; and

(viii) if the annual percentage used for program costs for the territory exceeds 15%, then an explanation why the program costs have been that high.

(g) the defendant or Defendant Class Member to whom the Administrator reports shall perform a monitoring role and if (a) the lifetime percentage of the funds being administered for the territory which have been used for the Administrator's administration expenses exceeds 10%, or (b) the annual percentage used for program costs for the territory exceeds 15%, or (c) the defendant or Defendant Class Member has serious concerns about the administration of the funds paid under this order and income thereon, then it may bring a motion to the court for removal of the Administrator or for any other relief. For greater certainty, on any such motion the court has a discretion to award costs against the moving party if the court concludes the motion was unnecessary or unreasonable;

(h) if a Defendant Class Member, or assignee, no longer operates an electric utility in a territory, it may make an agreement with the current operator of the electric utility in the territory to assign the monitoring role to the current operator. The assignor and assignee shall give written notice to the Administrator and thereafter the Administrator shall provide the annual reports required by this order to the assignee;

(i) Toronto Hydro shall continue to make annual contributions to the Winter Warmth Fund not less than its current level, namely \$ 100,000 per year, until the later of: (I) 5 years after this settlement, or (II) 2 years after Toronto Hydro gives written notice to the United Way of Greater Toronto of its intention to reduce or eliminate such contributions;

107.

(j) in the event there are any vacancies for Administrators in Schedules H at the date this order is made, the court may give directions regarding filling such vacancies prior to June 30, 2011 or may order that the relevant settlement proceeds be distributed to or for the benefit of plaintiff class members other than by means of a low-income energy assistance program, provided that in no event shall any settlement proceeds be returned to the Defendant or a Defendant Class Member; and

(k) the Administrator may deduct from the funds paid to it under this order the Administrator's reasonable legal expenses incurred in deciding whether to consent to serve as Administrator, and such legal expenses shall be deducted *pro rata* from the amounts for all territories for which the Administrator is responsible.

#### **Release of Claims**

20. **THIS COURT ORDERS** that upon payment by Toronto Hydro or a Defendant Class Member of the amount payable by it stated in Schedule G and any applicable post judgment interest, all claims by the Plaintiff Class Members who were customers of such utility and who do not opt out under paragraph 9, regarding allegedly excessive late payment penalties received by such utility at any time between April 1, 1981 and the date of this order shall be and hereby are irrevocably, fully, and finally released.

#### **Settlement Approval**

21. **THIS COURT ORDERS** that the settlement set out in the minutes of settlement dated \_\_\_\_\_, 2010 be and hereby is approved.

#### **Class Counsel Fees**

22. **THIS COURT ORDERS** that:

(a) Class Counsel's fees regarding Toronto Hydro and the Consenting Defendant Class Members are hereby approved in the amount of \$4,812,500 [or as the case may be] plus applicable GST/HST;

(b) Class Counsel's disbursements regarding Toronto Hydro and the Consenting Defendant Class Members are hereby approved in an amount of up to \$50,000 plus applicable GST/HST. If the amount of Class Counsel's disbursements regarding Toronto Hydro and the Consenting Defendant Class Members is less than \$50,000 then the surplus shall be distributed *pro rata* among the Administrators listed in Schedule H for use in the low-income energy assistance programs; and

(c) in the event Class Counsel is required to enforce payment from the payors listed in the Default List referred to in paragraph 17(d), then Class Counsel shall also be entitled to 25% [or as the case may be] of all post judgment interest recovered plus all costs recovered under rule 60.19 or under any subsequent court order.

**Jurisdiction of the court**

23. THIS COURT ORDERS that the Honourable Justice Cumming, or his successor as case management judge for this action, shall continue to oversee the case, and may, if need be, amend this order or make any case management order permitted by the *Class Proceedings Act* or the rules of court.

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**Schedule A**  
(to implementation order - long form notice to Plaintiff Class)

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

Notice under the Ontario *Class Proceedings Act*

**TO ALL CUSTOMERS OF  
TORONTO HYDRO AND ALL  
OTHER LOCAL MUNICIPAL  
ELECTRICITY DISTRIBUTION  
COMPANIES IN ONTARIO**

If you were a customer of Toronto Hydro or any other local municipal electricity distribution company ("LDC") in Ontario and paid late payment penalties at any time after April 1, 1981, this notice will be important to you. A settlement of the class action by Jonathan Griffiths and Tamar Pichette against Toronto Hydro representing itself and all other local municipal electricity distribution companies in Ontario, has been reached.

This notice is published by order of the Honourable Justice Cumming of the Ontario Superior Court of Justice and explains:

1. The lawsuit;
2. The description of the Plaintiff Class;
3. The description of the Defendant Class;
4. Your right to choose whether or not to be part of the case;
5. The settlement terms of the lawsuit; and
6. Other Matters

**1. THE LAWSUIT**

Jonathan Griffiths of Toronto and Tamar Pichette, formerly of Toronto, each have sued Toronto Hydro for damages arising from allegedly excessive late payment penalties received by Toronto Hydro, at any time after April 1, 1981.

The lawsuits claimed \$564 million in compensatory damages from Toronto Hydro and all other local municipal electricity distribution companies in Ontario on behalf of their customers who paid late payment penalties at any time after April 1, 1981.

## 2. THE DESCRIPTION OF THE PLAINTIFF CLASS

The class of customers on whose behalf the lawsuit was brought consists of:

All persons who:

- (a) are, or were, customers of:
  - (i) Toronto Hydro at any time after April 1, 1981, or
  - (ii) any other local municipal electricity distribution company in Ontario at any time after April 1, 1981, and
- (b) paid any Late Payment Penalties to Toronto Hydro or any other local municipal electricity distribution company in Ontario after April 1, 1981.

## 3. THE DESCRIPTION OF THE DEFENDANT CLASS

The class of utilities against whom the lawsuit was brought consists of:

Toronto Hydro and all other local municipal electricity distribution companies (or their successor corporations) in Ontario which have charged Late Payment Penalties on overdue utility bills at any time after April 1, 1981.

For greater certainty, if a municipality sold the assets of a local municipal electricity distribution utility to Hydro One and the municipality retained liability for claims relating to late payment penalties, then the municipality is a member of the defendant class.

## 4. YOUR RIGHT TO CHOOSE WHETHER OR NOT TO BE PART OF THE CASE.

(a) *How to be included in the class.*

If you fall within the Plaintiff Class definition stated above, then you will automatically be included in the class unless you opt out of the class.

(b) *How to be excluded from the class re claims*

To opt out of the plaintiff class regarding claims against the defendant class you must fill out the coupon below and send it to Theall Group LLP, one

of the lawyers for the plaintiff class. The deadline for opting out is [30 days after notice], 2010. If your written request to opt out is not received by that date you will remain a member of the plaintiff class. If you opt out you would be entitled to start your own individual lawsuit.

#### 5. THE SETTLEMENT TERMS OF THE LAWSUIT

The settlement provides for a payment of \$17,037,500 comprised of \$16,250,000 for claim and pre-judgment interest, \$750,000 for partial indemnity costs and \$37,500 for GST on such costs from Toronto Hydro, and all participating LDCs (or their successor corporations) in Ontario.

After deduction of court approved legal fees and disbursements, determined by the court to be \$4,862,500 [or as the case may be] and all applicable GST/HST the balance of the \$17,037,500 will be distributed to, or for the benefit of, the plaintiff class by means of low-income energy assistance programs in the service areas of the defendant class members. For example, in Toronto the share of the settlement contributed by Toronto Hydro will be distributed through the Winter Warmth Fund, a program administered by the United Way of Greater Toronto.

The settlement provides that Plaintiff Class Members may opt out of this lawsuit and sue their utility separately, or not sue at all. If more than 10,000 Plaintiff Class Members opt out, then the defendant will have the option of cancelling the entire settlement.

#### 6. OTHER MATTERS

The plaintiffs retained the law firms of Theall Group LLP and Fraser Milner Casgrain LLP, to represent them and the class in the lawsuit, on the basis the law firms would be paid legal fees only if the lawsuit were successful. The lawsuit has now been successful and the court has determined the plaintiffs' lawyers' legal fees and disbursements will be \$4,862,500 [or as the case may be] plus GST/HST.

The court papers in this lawsuit are available for inspection at the office of the Superior Court of Justice, Court House, 361 University Ave., Toronto, Ontario, court file numbers 98-CV-158062 and 94-CQ-50878.

For further information you may contact one of the lawyers for the Plaintiff Class:

**THEALL GROUP LLP**

Barristers and Solicitors  
Suite 1410  
4 King Street West  
Toronto, Ontario  
M5H 1B6

Dorothy Fong  
Tel: (416) 304-0115  
email: [dfong@theallgroup.com](mailto:dfong@theallgroup.com)

Please DO NOT CALL Justice Cumming or the registrar of the court.  
They will not be able to answer your questions about the case.

\_\_\_\_\_, 2010

**PLAINTIFF OPT OUT COUPON**

To:

**THEALL GROUP LLP**  
Barristers and Solicitors  
Suite 1410  
4 King Street West  
Toronto, Ontario  
M5H 1B6

Dorothy Fong  
Tel: (416) 304-0115  
Fax: (416) 304-1395

I wish to opt out of the *Griffiths v. Toronto Hydro-Electric System Limited* class action.

\_\_\_\_\_  
Signature

Name:

*please print*

Address:

Postal code:

Telephone:

*Note: To opt out this coupon must be completed and received at the above address before [30 days after notice] 2010.*

**Schedule B**

(to implementation order - short form notice to the Plaintiff Class in the Toronto area)

**Notice of Settlement of Class Action against Toronto Hydro and other Local Municipal Electricity Distribution Companies regarding Late Payment Penalties**

On \_\_\_\_\_ 2010, the Ontario Superior Court of Justice approved a \$17,037,500 settlement of a class action regarding late payment penalties charged by Toronto Hydro and all other local municipal electricity distribution companies in Ontario at any time after April 1, 1981. The court also permitted Plaintiff Class members to opt out of the lawsuit by filing an opt out coupon by \_\_\_\_\_ 2010. Class members who do not opt out will be precluded from suing Toronto Hydro or any other local municipal electricity distribution company in Ontario individually regarding the subject late payment penalties.

You may obtain more information by visiting [www.electricutilitylatepaymentpenaltyclassaction.com](http://www.electricutilitylatepaymentpenaltyclassaction.com) or by contacting Theall Group LLP at 416-304-0115 attn: Dorothy Fong (email: [dfong@theallgroup.com](mailto:dfong@theallgroup.com)).

**Schedule C**

(to implementation order - short form notice to the Plaintiff Class outside Toronto area)

**Notice of Settlement of Class Action against all Local Municipal Electricity Distribution Companies regarding Late Payment Penalties**

On \_\_\_\_\_ 2010, the Ontario Superior Court of Justice approved a \$17,037,500 settlement of a class action regarding late payment penalties charged by Toronto Hydro and all other local municipal electricity distribution companies in Ontario at any time after April 1, 1981. The court also permitted Plaintiff Class members to opt out of the lawsuit by filing an opt out coupon by \_\_\_\_\_ 2010. Class members who do not opt out will be precluded from suing Toronto Hydro or any other local municipal electricity distribution company in Ontario individually regarding the subject late payment penalties.

You may obtain more information by visiting [www.electricutilitylatepaymentpenaltyclassaction.com](http://www.electricutilitylatepaymentpenaltyclassaction.com) or by contacting Theall Group LLP at 416-304-0115 attn: Dorothy Fong (email: [dfong@theallgroup.com](mailto:dfong@theallgroup.com)).

**Schedule D**  
(to implementation order - notice to Defendant Class)

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

Notice under the Ontario *Class Proceedings Act*

**TO ALL LOCAL MUNICIPAL  
ELECTRICITY DISTRIBUTION  
COMPANIES IN ONTARIO AND  
THEIR SUCCESSORS**

If your company is a local municipal electricity distribution company ("LDC") in Ontario (or the successor to an LDC) which charged late payment penalties at any time after April 1, 1981, this notice will be important to you. The court has approved the settlement of the class action against Toronto Hydro representing itself and all other LDCs in Ontario.

This notice is provided by order of the Honourable Justice Cumming of the Ontario Superior Court of Justice and explains:

1. The lawsuit;
2. The description of the Plaintiff Class;
3. The description of the Defendant Class;
4. The settlement terms of the lawsuit; and
5. How individual LDCs (or their successor corporations) may opt out of the Defendant Class
6. Financial consequences for the Defendant Class;
7. Other matters.

**1. THE LAWSUIT**

Jonathan Griffiths of Toronto and Tamar Pichette, formerly of Toronto, have sued Toronto Hydro representing itself and all other LDCs in Ontario for damages arising from allegedly excessive late payment penalties received by them, at any time after April 1, 1981.



The lawsuits claimed \$564 million in compensatory damages from Toronto Hydro and all other LDCs in Ontario on behalf of their customers who paid late payment penalties at any time after April 1, 1981.

Mr. Griffiths' and Ms. Pichette's two actions were consolidated into a single action by the court.

## **2. THE DESCRIPTION OF THE PLAINTIFF CLASS**

The class of customers on whose behalf the lawsuit was brought consists of:

All persons who:

- (a) are, or were, customers of:
  - (i) Toronto Hydro at any time after April 1, 1981, or
  - (ii) any other local municipal electricity distribution company in Ontario at any time after April 1, 1981, and
- (b) paid any Late Payment Penalties to Toronto Hydro or any other local municipal electricity distribution company in Ontario after April 1, 1981.

## **3. THE DESCRIPTION OF THE DEFENDANT CLASS**

The class of utilities against whom the lawsuit was brought consists of:

Toronto Hydro and all other local municipal electricity distribution companies (or their successor corporations) in Ontario which have charged Late Payment Penalties on overdue utility bills at any time after April 1, 1981.

For greater certainty, if a municipality sold the assets of a local municipal electricity distribution utility to Hydro One and the municipality retained liability for claims relating to late payment penalties, then the municipality is a member of the defendant class.

## **4. THE SETTLEMENT TERMS OF THE LAWSUIT**

The settlement provides for a payment of \$17,037,500 comprised of \$16,250,000 for claim and pre-judgment interest, \$750,000 for partial indemnity costs and \$37,500 for GST on such costs from Toronto Hydro, and all participating LDCs (or their successor corporations) in Ontario.

Toronto Hydro and 78 [update number] LDCs have consented to pay total of \$17,037,500 to settle this class action. LDCs which have not consented to contribute to the settlement, and which do not opt out, will have judgment issued against them for a *pro rata* share of \$17,037,500 based on service revenue. The said amount would be payable by June 30, 2011, and post judgment interest at the rate of 19.56% per year would be added after that date.

A full description of the settlement, including the amount of each LDC's share of the settlement, is contained in the implementation order dated \_\_\_\_\_ 2010 enclosed with this notice.

**5. HOW INDIVIDUAL LDCs (OR THEIR SUCCESSOR CORPORATIONS) MAY OPT OUT OF THE DEFENDANT CLASS**

*(a) How to be Included in the Defendant Class.*

The individual LDCs (or their successor corporations) will automatically be included in the Defendant Class unless they opt out of the Defendant Class in the manner and within the time stated in this notice.

*(b) How to be Excluded from the Defendant Class.*

To opt out of the Defendant Class an LDC (or its successor corporation) must follow a three step process:

1. It must file the Defendant Class Opt Out Coupon (see Appendix 1 to this Schedule) not later than \_\_\_[insert date 60 days after notices mailed to Defendant Class]\_\_\_ 2010 with Ogilvy Renault, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay St., P.O. Box 84, Toronto, Ontario, M5J 2Z4, Attn: Jennifer Teskey.

2. It must provide notice to the Plaintiff Class members who are its customers by mailing copies of notices (see Appendix 2 to this Schedule) with the bills to its current customers within 60 days after the date it filed the Defendant Class Opt Out Coupon with Ogilvy Renault. (Special notice provisions apply to Members of the Defendant Class which are municipalities that no longer render bills to current electricity customers – see paragraph 13(b) of the implementation order dated \_\_\_\_\_ 2010 enclosed with this notice.)

3. It must file an affidavit of service (see Appendix 3 to this Schedule) in the court file within 60 days after the date it filed the Defendant Class Opt Out Coupon with Ogilvy Renault.

The effective date of the opt out, and the date on which the limitation period on the claims asserted in the lawsuit resumes running, is 180 days after the affidavit of service is filed in the court file.

A Member of the Defendant Class which has filed a Consent and Waiver of Opt Out Rights may not opt out.

For full details of the opt out procedure see paragraphs 13-16 of the implementation order dated \_\_\_\_\_ 2010 enclosed with this notice.

#### **6. FINANCIAL CONSEQUENCES FOR THE DEFENDANT CLASS**

LDCs which have consented to the settlement will pay the amounts they agreed to pay.

An LDC which has not consented to this settlement, and which does not opt out, will be required to pay a share of \$17,037,500 as described above.

An LDC which has not consented to this settlement, and which does opt out, will not be required to pay anything in this lawsuit. However it may be sued in a separate individual or class action. In that event it may be required to pay the full amount of illegal late payment penalties it received, plus prejudgment interest and costs, without the discounts provided by the settlement described above.

#### **7. OTHER MATTERS**

Further information about the class action can be obtained by contacting Counsel for the Defendant Class: Ogilvy Renault, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay St., P.O. Box 84, Toronto, Ontario, M5J 2Z4, Attn: Jennifer Teskey.

The court papers in this case are available for inspection at the office of the Superior Court of Justice, Court House, 361 University Ave., Toronto, court file numbers 98-CV-158062 and 94-CQ-50878.

Please DO NOT CALL Justice Cumming or the registrar of the court. They will not be able to answer your questions about the case.

\_\_\_\_\_, 2010

**Schedule D - Appendix 1**  
(to implementation order - Defendant Class opt out coupon)

**DEFENDANT OPT OUT COUPON**

To: Ogilvy Renault,  
Suite 3800,  
Royal Bank Plaza, South Tower,  
200 Bay St.,  
P.O. Box 84,  
Toronto, Ontario,  
M5J 2Z4,

Attn: Jennifer Teskey.

We wish to opt out of the Defendant Class in the *Griffiths v. Toronto Hydro-Electric System Limited* class action.

\_\_\_\_\_  
Authorized Signing Officer

Name of Utility:

*please print*

Address:

Postal code:

Telephone:

*Note: To opt out of the Defendant Class this coupon must be completed and received at the above address before [60 days after mailed notice], 2010. In addition, the utility must provide notice to the class and file an affidavit of service, as described in the above notice.*

**Schedule D - Appendix 2**  
(to implementation order - mail notice to Plaintiff Class members who are  
customers of an opting out Defendant Class member)

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Notice published under the Ontario *Class Proceedings Act*

**TO ALL CUSTOMERS OF [*name of  
utility*]**

If you were a customer of [*name of utility, including any predecessor local municipal electricity distribution companies*] and paid late payment penalties at any time after April 1, 1981, this notice will be important to you. You may be entitled to compensation.

This notice is published by order of the Honourable Justice Cumming of the Ontario Superior Court of Justice and explains:

1. The lawsuit;
2. Your right to claim damages from [*name of utility*]; and
3. How you can obtain more information.

**1. The lawsuit**

Jonathan Griffiths of Toronto and Tamar Pichette, formerly of Toronto, each have sued Toronto Hydro for damages arising from allegedly excessive late payment penalties received by Toronto Hydro and other local municipal electricity distribution companies in Ontario, at any time after April 1, 1981.

The lawsuit, known as *Griffiths v. Toronto Hydro*, claimed \$564 million in compensatory damages from Toronto Hydro and from all other local municipal electricity distribution companies in Ontario on behalf of their customers who paid late payment penalties at any time after April 1, 1981.

Toronto Hydro and 78 [*update number*] other local municipal electricity distribution companies have agreed to pay a total of \$17,037,500 to settle this class action.

However, [name of utility] has decided to opt out of the *Griffiths v. Toronto Hydro* lawsuit. That means that you and other customers of [name of utility] who paid excessive late payment penalties will not receive any direct or indirect benefit from that lawsuit.

**2. Your right to claim damages from [name of utility];**

You have the right to claim damages from [name of utility] in an action on your own behalf or in a separate class action lawsuit against [name of utility]. Section 347 of Canada's *Criminal Code* prohibits charging interest at a rate over 60% per year. The Supreme Court of Canada has stated that a 5% late payment penalty, of the sort formerly charged by most local municipal electricity distribution companies in Ontario, is equivalent to an annual interest rate over 60% if the bill is paid within 38 days.

You, or any other customer of [name of utility], who paid a late payment penalty equivalent to an annual interest rate over 60% is entitled to start an individual action or a class action against [name of utility] on behalf of all customers of [name of utility including any predecessor local municipal electricity distribution companies] who paid such penalties.

If you wish to commence a class action against [name of utility], it is possible to retain lawyers on a contingent fee basis, so that you would not have to pay their legal fees personally. It is also possible to obtain funding from the Ontario Class Proceedings Fund which would protect you from any costs awards against you, and which would pay for out of pocket expenses such as court filing fees, transcripts, etc.

If no customer of [name of utility] starts an action, then [name of utility] will not have to repay any of the penalties it collected.

**3. How you can obtain more information.**

If you wish to obtain more information about your rights, and/or if you are interested in starting a class action against [name of utility] to obtain compensation, you may contact one of the lawyers for the Plaintiff Class:

**THEALL GROUP LLP**  
Barristers and Solicitors  
Suite 1410  
4 King Street West  
Toronto, Ontario  
M5H 1B6

Dorothy Fong  
Tel: (416) 304-0115  
email: dfong@theallgroup.com

The court papers in this lawsuit are available for inspection at the office of the Superior Court of Justice, Court House, 361 University Ave., Toronto, Ontario, court file numbers 98-CV-158062 and 94-CQ-50878.

Please DO NOT CALL Justice Cumming or the registrar of the court. They will not be able to answer your questions about the case.

\_\_\_\_\_, 2010



Schedule D - Appendix 3  
(to implementation order - affidavit of service on Plaintiff Class members)

Court File No. 98-CV-158062

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

JONATHAN GRIFFITHS

Plaintiff

- and -

TORONTO HYDRO-ELECTRIC SYSTEM LIMITED

Defendant

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF SERVICE

(Filed on behalf of [name of utility])

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_ in the  
of \_\_\_\_\_, MAKE OATH AND SAY:

1. I am the \_\_\_\_\_ of [name of utility] [if applicable add:  
which is the successor corporation to [name of utility]] and as such have  
knowledge of the matters to which I hereinafter depose.

2. On or about \_\_\_\_\_ 2010 [name of utility] filed a Defendant Opt  
Out Coupon with Ogilvy Renault LLP. A copy of the Defendant Opt Out  
Coupon is attached as Exhibit A to this affidavit.

3. Starting on \_\_\_\_\_ 2010 and ending on \_\_\_\_\_ 2010  
[*name of utility*] included notices, a copy of which is attached as Exhibit B to  
this affidavit, with its bills to all of its approximately \_\_\_\_\_ current  
customers.

4. As of the date of this affidavit, approximately \_\_\_ of the notices  
have been returned as undeliverable.

SWORN BEFORE ME at the )  
of \_\_\_\_\_ in the )  
of \_\_\_\_\_, this )  
day of \_\_\_\_\_ 2010. )  
\_\_\_\_\_ )

[*name of deponent*]

A Commissioner etc.

**Schedule E**  
(to implementation order - Consent and Waiver of Opt Out Rights)

Court File No. 94-CQ-50878

**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**TAMAR L. PICHETTE**

Plaintiff

- and -

**TORONTO HYDRO**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

AND

Court File No. 98-CV-158062

**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JONATHAN GRIFFITHS**

Plaintiff

- and -

**TORONTO HYDRO-ELECTRIC COMMISSION**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**Consent and Waiver of Opt Out Rights**

\_\_\_\_\_ hereby:

*(insert name of utility)*

1. consents to pay \$ \_\_\_\_\_ to settle the claims against it by its customers who are members of the plaintiff class;

2. consents to a settlement substantially in the form contained in the Minutes of Settlement attached to the plaintiffs' Offer to Settle dated March 1, 2010 or as amended with the agreement of the defendant provided that no such amendment may, without the consent of \_\_\_\_\_

*(insert name of Utility)*

affect the amount to be paid by it as set out above or the release in its favour upon payment;

3. waives its right to opt out of the Defendant Class referred to in the Minutes of Settlement attached to the plaintiffs' Offer to Settle dated March 1, 2010; and

4. acknowledges that the proposed settlement is subject to approval of the Ontario Superior Court of Justice and that if the court does not approve a settlement substantially in the form contained in the Minutes of Settlement attached to the plaintiffs' Offer to Settle dated March 1, 2010, or as amended in accordance with paragraph 2 above, then this Consent and Waiver of Opt Out Rights shall be null and void.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
Authorized Signing Officer

**Schedule F**  
(to implementation order - list of Defendant Class Members)

Name	Address
Asphodel-Norwood Distribution Incorporated c/o Peterborough Utilities Services Inc.	1867 Ashburnham Drive P.O. Box 4125, Station Main Peterborough, ON K0J 6Z5
Atitkokan Hydro Inc.	117 Gorrie Street, P.O. Box 1480 Atitkokan, ON POT 1C0
Aurora Hydro Connections Limited c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Barrie Hydro Distribution Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Belleville Electric Corp. c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Bluewater Power Distribution Corporation	855 Confederation Street Sarnia, ON N7T 7L6
Blue Mountains Energy Services, The c/o Collus Power Corp.	Box 189 43 Stewart Road Collingwood, ON L9Y 3Z5
Bobcaygeon Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Bradford-West Gwilliambury c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Brant County Power	65 Dundas Street East Paris, ON N3L 3H1
Brantford Power Inc.	84 Market Street P. O. Box 308 Brantford, ON N3T 5N8

Name	Address
Brighton Distribution Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Brockville Utilities Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Brussels PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Burlington Hydro Inc.	1340 Brant Street Burlington, ON L7R 3Z7
Caledon Hydro Corporation c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Cambridge and North Dumfries Hydro Inc.	1500 Bishop Street P.O. Box 1060 Cambridge, ON N1R 5X6
Campbellford/Seymour Electricity Distributions Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Canadian Niagara Power Inc.	1130 Batic Street P.O. Box 1218 Fort Erie, ON L2A 5Y2
Casselman Hydro Inc. c/o Hydro Ottawa Limited	3025 Albion Rd. N. P.O. Box 8700 Ottawa, ON K1G 3S4
Cavan-Millbrook-N. Monaghan PUC c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Centre Wellington Hydro Ltd.	730 Gartshore Street P.O. Box 217

Name	Address
	Fergus, ON N1M 2W8
Chapleau Public Utilities Corp.	110 Lorne Street South P.O. Box 670 Chapleau, ON P0M 1K0
Chatham-Kent Hydro Inc.	320 Queen St. Chatham, ON N7M 5K2
Clearwater TWP. HEC c/o Collus Power Corp.	Box 189 43 Stewart Road Collingwood, ON L9Y 3Z5
Clinton Power Corp.	PO Box 520 Clinton, ON N0M 1L0
COLLUS Power Corp.	Box 189 43 Stewart Road Collingwood, ON L9Y 3Z5
Cooperative Hydro Embrun Inc.	821 Notre-Dame Street Suite 200 Embrun, ON K0A 1W1
Dashwood PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Dutton Hydro Inc.	199 Main Street Dutton, ON N0L 1J0
E.L.K. Energy Inc.	172 Forest Avenue Essex, ON N8M 3E4
Enersource Hydro Mississauga Inc.	3240 Mavis Road Mississauga, ON L5C 3K1
EnWin Utilities Ltd.	787 Ouellette Avenue P.O. Box 1625, Station "A" Windsor, ON

Name	Address
Erie Thames Powerlines Corporation	P.O. Box 157 Ingersoll, ON N5C 3K5
Erin Hydro Corporation c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Espanola Regional Hydro Distribution Corporation	598 Second Avenue Espanola, ON P5E 1C4
Essa Twp. HEC c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Essex Powerlines Corporation	360 Fairview Avenue West Suite 218 Essex, ON N8M 3G4
Fenelon Falls Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Fort Albany First Nation	P.O. Box 1 Fort Albany, ON P0L 1H0
Fort Albany Power Corporation	P.O. Box 1 Fort Albany, ON P0L 1H0
Fort Frances Power Corp.	320 Portage Avenue Fort Frances, ON P9A 3P9
Georgian Bay Energy Inc. (Chatsworth HS & Owen Sound PUC) c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Grand Valley Energy Inc. c/o Orangeville Hydro Limited	400 C Line P.O. Box 400, Stn A Orangeville, ON L9W 2Z7



Name	Address
Gravenhurst Hydro Electric Inc. c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Greater Sudbury Hydro Inc.	500 Regent Street P.O. Box 250 Sudbury, ON P3E 4P1
Grimsby Power Inc.	231 Roberts Road Grimsby, ON L3M 5N2
Guelph Hydro Electric Systems Inc.	395 Southgate Drive Guelph, ON N1G 4Y1
Haldimand County Hydro Inc.	1 Greendale Drive Caledonia, ON N3W 2J3
Halton Hills Hydro	43 Alice Street Acton, ON L7J 1Y9
Hamilton Hydro Inc.	55 John Street North Hamilton, ON L8N 3E4
Hearst Power Distribution Co. Ltd.	925 Alexandra Street P.O. Bag 5000 Hearst, ON P0L 1N0
Hensall PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Horizon Utilities Corporation	55 John Street North P.O. Box 2249 Stn LCD1 Hamilton, ON L8N 3E4
Hydro 2000 Inc.	265 rue St.-Philippe Street, C.P./P.O. Box 370 Alfred, ON K0B 1A0
Hydro Hawkesbury Inc.	850 Tupper Street Hawkesbury, ON K6A 3S7

Name	Address
Hydro One Brampton Networks Inc.	175 Sandalwood Pkwy West Brampton, ON L7A 1E8
Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Hydro One Remote Communities Inc.	483 Bay Street Toronto, ON M5G 2P5
Hydro Ottawa Limited	3025 Albion Rd. N. P.O. Box 8700 Ottawa, ON K1G 3S4
Hydro Vaughan Distribution Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Innisfil Hydro Distribution Systems Ltd.	2073 Commerce Park Drive Innisfil, ON L9S 4A2
Kapuskaasking PUC c/o Northern Ontario Wires Inc.	153 Sixth Ave. P.O. Box 640 Cochrane, ON P0L 1C0
Kashechewan First Nation	P.O. Box 240 Kashechewan, ON P0L 1S0
Kashechewan Power Corporation	P.O. Box 229 Kashechewan, ON P0L 1S0
Kenora Hydro Electric Corporation Ltd.	Box 2680 215 Mellick Avenue Kenora, ON P9N 3C6
Killaloe HEC c/o Ottawa River Power Corporation	283 Pembroke St. W. Pembroke, ON K8A 6Y6
Kingston Hydro Corporation	P.O. Box 790 Kingston, ON K7L 4X7
Kirkfield Hydro Inc.	483 Bay Street

Name	Address
c/o Hydro One Networks Inc.	North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Kitchener-Wilmot Hydro Inc.	P.O. 9010 301 Victoria St. South Kitchener, ON N2G 4L9
Lakefield Distribution Incorporated c/o Peterborough Utilities Services Inc.	1867 Ashburnham Drive P.O. Box 4125, Station Main Peterborough, ON K9J 6Z5
Lakefront Utilities Inc.	207 Division St. P.O. Box 577 Cobourg, ON K9A 4L3
Lakeland Power Distribution Ltd.	5-45 Cairns Crescent Huntsville, ON P1H 2M2
Lindsay Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
London Hydro Inc.	P.O. Box 2700 111 Horton Street London, ON N6A 4H6
Markham Hydro Distribution Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Middlesex Power Distribution	351 Frances St. Strathroy, ON N7G 2L7
Midland Power Utility Corporation	16984 Highway #12 P.O. Box 820 Midland, ON L4R 4P4
Millbrook Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Milton Hydro Distribution Inc.	8069 Lawson Road

Name	Address
	Milton, ON L9T 5C4
Minto Hydro Inc. c/o Westario Power Inc.	24 Eastridge Road R.R. #2 Walkerton, ON N0G 2V0
Mississippi Mills PUC c/o Ottawa River Power Corporation	283 Pembroke St. W. Pembroke, ON K8A 6Y6
Newbury Power Inc. c/o Middlesex Power	351 Frances St. Strathroy, ON N7G 2L7
Newmarket-Tay Power Distribution Ltd.	590 Steven Court Newmarket, ON L3Y 6Z2
Niagara Peninsula Energy Inc.	7447 Pin Oak Drive Box 120 Niagara Falls, ON L2E 6S9
New Tecumseth HEC c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Niagara-on-the-Lake Hydro Inc.	#8 Henegan Road P.O. Box 460 Virgil, ON L0S 1T0
Norfolk Power Distribution Inc.	P.O. Box 588 70 Victoria Street Simcoe, ON N3Y 4N6
North Bay Hydro Distribution Ltd.	P.O. Box 3240 North Bay, ON P1B 8Y5
Northern Ontario Wires Inc.	153 Sixth Ave. P.O. Box 640 Cochrane, ON P0L 1C0
Oakville Hydro Electricity Distribution Inc.	1 P.O. Box 861 Redwood Square Town of Oakville Oakville, ON L6J 5E3

Name	Address
Omemee Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Orangeville Hydro Limited	400 C Line, P.O. Box 400 Orangeville, ON L9W 2Z7
Orillia Power Distribution Corporation	P.O. Box 398 360 West Street South Orillia, ON L3V 6J9
Oshawa PUC Networks Inc.	100 Simcoe Street South Oshawa, ON L1H 7M7
Ottawa River Power Corp.	283 Pembroke St. W. Pembroke, ON K8A 6Y6
Parry Sound Power Corporation	125 William Street Parry Sound, ON P2A 1V9
Penetanguishene HEC c/o Powertream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Peterborough Distribution Inc.	1867 Ashburnham Drive P.O. Box 4125 Main Station Peterborough, ON K9J 6Z5
Port Colborne Hydro Inc.	66 Charlotte Street Port Colborne, ON L3K 3C8
Port Hope HEC c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
PUC Distribution Inc.	765 Queen Street East P.O. Box 9000 Sault St. Marie, ON P6A 6P2
Quinte West Electric Distribution	483 Bay Street

Name	Address
Company Inc. c/o Hydro One Networks Inc.	North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Renfrew Hydro Inc.	29 Bridge Ave. West Renfrew, ON K7V 3R3
Richmond Hill Hydro Inc. c/o Powertream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Rideau St. Lawrence Distribution Inc.	985 Industrial Road P.O. Box 699 Prescott, ON K0E 1T0
Scugog Hydro Electric Corporation c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Seaforth PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Severn TWP. HEC (1437908 Ontario Ltd.) c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Sioux Lookout Hydro Inc.	P.O. Box 908 25 Fifth Avenue Sioux Lookout, ON P8T 1B3
Stirling-Rawdon Electrical Dist. Corp. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
St. Catharines Hydro Utility Services Inc.	340 Vansickle Road P.O. Box 3083 St. Catharines, ON L2R 6R8
St. Mary's PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
St. Thomas Energy Inc.	135 Edward Street

Name	Address
	St. Thomas, ON N5P 4A8
Tay Hydro Electric Distribution Company Inc. c/o Newmarket-Tay Power Distribution Ltd.	590 Steven Court Newmarket, ON L3Y 6Z2
Terrace Bay Superior Wires Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Thorold Hydro Corp. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Tillsonburg Hydro Inc.	200 Broadway 2 <sup>nd</sup> Floor Tillsonburg, ON N2G 5A7
Toronto Hydro-Electric System Limited	14 Carlton Street Toronto, ON M5R 1K5
Thunder Bay Hydro Electricity Distribution Inc.	34 North Cumberland Street Thunder Bay, ON P7A 4L4
Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Walkerton PUC (including Elmwood HS) c/o Westario Power Inc.	24 Eastridge Road R.R. #2 Walkerton, ON N0G 2V0
Wasaga Distribution Inc.	950 River Road West Wasaga Beach, ON L9Z 1A2
Waterloo North Hydro Inc.	P.O. Box 640 300 Northfield Drive East Waterloo, ON N2J 4A3
Welland Hydro-Electric System Corp.	P.O. Box 280 950 East Main Street

Name	Address
	Welland, ON L3B 5P6
Wellington Electric Distribution Company Inc. c/o Guelph Hydro Electric Systems Inc.	395 Southgate Drive Guelph, ON N1G 4Y1
Wellington North Power Inc.	290 Queen Street West P.O. Box 359 Mount Forest, ON N0G 2L0
West Coast Huron Energy Inc. (Goderich Hydro)	64 West Street Goderich, ON N7A 2K4
West Perth Power Inc.	169 St. David Street Mitchell, ON N0K 1N0
West Nipissing Energy Services Ltd. c/o Greater Sudbury Hydro Inc./Hydro du Grand Sudbury Inc.	500 Regent Street Sudbury, ON P3E 4P1
Westario Power Inc.	24 Eastridge Road R.R. #2 Walkerton, ON N0G 2V0
Whitby Hydro Electric Corporation	100 Taunton Road East P.O. Box 59 Whitby, ON L1N 5R8
Whitchurch-Stouffville Hydro (1437908 Ontario Inc.) c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Woodstock Hydro Services Inc.	16 Graham Street P.O. Box 1598 Woodstock, ON N4S 0A8
Woodville Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5



Name	Address
Zurich HS c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
1382154 Ontario Ltd. (Brock HEC) c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
<b>Municipalities</b>	
Alisa Craig Hydro Committee c/o Municipality of North Middlesex	229 Parkhill Main Street, P.O. Box 9 Parkhill, ON NOM 2K0
Village of Arkona c/o The Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON N0N 1J0
Arnprior Hydro-Electric Commission	105 Elgin Street West Arnprior, ON K7S 0A8
Arran-Elderslie PUC c/o Municipality of Arran-Elderslie	P.O. Box 70 1925 Bruce Road #10 Chesley, ON N0G 1H0
Artemesia Township c/o The Municipality of Grey Highlands	206 Toronto Street South, Unit 1, P.O. Box 409 Markdale, ON N0C 1H0
Bancroft P.U.C. c/o Town of Bancroft	24 Flint Avenue P.O.Box 790 Bancroft, ON K0L 1C0
Blandford-Blenheim PUC c/o Township of Blandford-Blenheim	47 Wilmot St. Drumbo, ON N0J 1G0
Township of Blyth c/o Township of North Huron	Municipal Office 274 Josephine Street P. O. Box 90 Wingham, ON N0G 2W0

Name	Address
Carleton Place Township c/o The County of Lanark	175 Bridge Street Carleton Place, ON K7C 2V8
Centre Hastings c/o Municipality of Centre Hastings	11379 Highway #62 R.R. #5 Madoc, ON K0K 2K0
Chalk River Township c/o Town of Laurentian Hills	34465 Highway 17, RR #1 Deep River, ON K0J 1P0
Township of Champlain Township	948 Pleasant Corner Road East Vankleek Hill, ON K0B 1R0
Clarence-Rockland HEC c/o City of Clarence-Rockland	Municipal Office 1560 Laurier Street, Rockland, ON K4K 1P7
Town of Cobden c/o Township of Whitewater Region	44 Main Street Cobden, ON K0J 1K0
Deep River HEC	8 Hendale Avenue P.O. Box 340 Deep River, ON K0J 1P0
Deseronto Public Utilities Commission c/o Town of Deseronto	331 Main St. P.O. Box 310 Deseronto, ON K0K 1X0
Dryden Hydro c/o City of Dryden	30 Van Horne Avenue Dryden, ON P8N 2A7
Township of Durham c/o Municipality of West Grey	402813 Grey Rd 4, RR2 Durham, ON N0G 1R0
Dundalk Energy Services Inc. c/o Township of Southgate	185667 Grey Road #9 RR #1 Dundalk, ON N0C 1B0
Eganville PUC c/o Township of Bonnechere Valley	49 Bonneshere Street East P.O. Box 100 Eganville, ON K0J 1T0

Name	Address
Exeter HEC c/o The Corporation of the Municipality of South Huron	322 Main Street South P.O. Box 759 Exeter, ON N0M 1S6
Town of Forest c/o Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON N0N 1J0
Township of Georgina	26557 Civic Centre Road R.R. #2 Keswick, ON L4P 3G1
Glencoe PUC c/o Municipality of Southwest Middlesex	153 McKellar Street, P.O. Box 218 Glencoe, ON N0L 1M0
Town of Grand Bend c/o The Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON N0N 1J0
The Town of the Greater Napanee	45 Commercial Court Napanee, ON K7R 4A2
Hastings Public Utilities c/o Trent Hills Municipality	66 Front Street, South P.O. Box 1030 Campbellford, ON K0L 1L0
Havelock-Belmont-Methuen c/o Township of Havelock – Belmont – Metheun	Box 10, 1 Ottawa Street East Havelock, ON K0L 1Z0
Lanark Highlands PUC	75 George Street P.O. Box 340 Lanark, ON K0G 1K0
The Corporation of the Township of Larder Lake	P.O. Box 40 Larder Lake, ON P0K 1L0
The Town of Latchford c/o The Corporation of The Town of Latchford	10 Main St., Hwy 11, P.O. Box 10 Latchford, ON P0J 1N0

Name	Address
Lucan Granton Hydro Electricity Commission	P.O. Box 190 Lucan, ON NOM 2J0
Township of Malahide	87 John Street South Aylmer, ON N5H 2C3
The Township of Mapleton	7275 Sideroad 16, Box 160 Drayton, ON NOG 1P0
Town of Markdale c/o The Municipality of Grey Highlands	206 Toronto Street South, Unit 1, P.O. Box 409 Markdale, ON N0C 1H0
The Municipality of Marmora and Lake	12 Bursthall St Marmora, ON K0K 2M0
McGarry Township Hydro System c/o The Township of McGarry	27 Webster Street, Virginiatown, ON P0K 1X0
Municipality of Meaford	21 Trowbridge St. West, Meaford, ON N4L 1A1
The Middlesex Centre Municipal Office	10227  Ilderton Road, RR#2 Ilderton, ON NOM 2A0
Nipigon Hydro Electric Commission c/o Township of Nipigon	52 Front Street P.O. Box 160 Nipigon, ON P0T 2J0
Town of North Dorchester c/o Municipality of Thames Centre	4305 Hamilton Rd. Dorchester, ON N0L 1G3
Township of North Dundas	636 St. Lawrence Street P.O. Box 489 Winchester, ON K0C 2K0
North Glengarry Twp. HEC	PO Box 700 90 Main Street South

Name	Address
	Alexandria, ON K0C 1A0
North Grenville Twp. HEC c/o The Corporation of the Municipality of North Grenville	285 County Road #44 Kemptville, ON K0G 1J0
North Perth Utility Commission c/o The Municipality of North Perth	330 Wallace Ave. N., Listowel, ON N4W 1L3
North Stormont Twp. HEC	15 Union St., P.O. Box 99 Berwick, ON K0C 1G0
Warkworth Hydro System c/o The Township of Trent Hills	Box 1030, 66 Front Street South Campbellford, ON K0L 1L0
The Corporation of the Town of Perth (formerly Perth PUC) c/o The County of Lanark	P.O. Box 37, Sunset Boulevard Perth, ON K7H 3E2
South Glengarry Twp. PUC	6 Oak Street, P.O. Box 220 Lancaster, ON K0C 1N0
Township of Perth East	25 Mill Street E P.O. Box 455 Milverton, ON N0K 1M0
Prince Edward Hydro Inc.	332 Main Street, Drawer 1550 Picton, ON K0K 2T0
Town of Rainy River	PO Box 488 Rainy River, ON POW 1L0
Ramara Township HEC	2297 Highway 12, PO Box 130 Brechtin, ON L0K 1B0
The Township of Red Rock (Red Rock Hydro Service)	PO Box 447 42 Salis Street Red Rock, ON POT 2P0
Russell H.S.	P.O. Box 215 Russell, ON K4R 1C9

Name	Address
Schreiber Hydro Electric Commission c/o Township of Schreiber	608 Winnipeg Street P.O. Box 40 Schreiber, ON P0T 2S0
Town of Shelburne	203 Main Street East Shelburne, ON L0N 1S0
Smiths Falls HEC	P.O. BOX 695, 77 Beckwith St. N. Smiths Falls, ON K7A 4T6
S.B.P. (Warton HEC) c/o Town of South Bruce Peninsula	315 George Street, PO Box 310, Warton, ON N0H 2T0
South River PUC Township of South River	63 Marie Street P.O. Box 310 South River, ON P0A 1X0
The Corporation of the Township of Springwater/Twp. HEC	2231 Nursery Road Minesing, ON L0L 1Y2
Town of Thedford c/o The Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON N0N 1J0
Thessalon Hydro Distribution Corp.	PO Box 220 187 Main Street Thessalon, ON P0R 1L0
Tweed HEC	255 Metcalf Street Postal Bag 729 Tweed, ON K0K 3J0
Wardsville HEC c/o Municipality of Southwest Middlesex	153 McKellar Street, Box 218 Glencoe, ON N0L 1M0
Municipality of West Elgin	22413 Hoskins Line PO Box 490 Rodney, ON N0L 2C0
Town of Thorndale	4305 Hamilton Rd,

Name	Address
c/o Municipality of Thames Centre	Dorchester, ON N0L 1G3
Town of Plympton-Wyoming	546 Niagara Street, Box 250 Wyoming, ON N0N 1T0
The Corporation of Loyalist Township c/o Bath Hydro Electric Commission	Main Office: 613-386-7351 Box 70, 263 Main Street Odessa, ON K0H 2H0
Terrace Bay Superior Wires Inc.	P.O. Box 40 1 Selkirk Avenue, Terrace, Bay ON P0T 2W0

Schedule G

(to implementation order - Settlement Funds to be Paid by Toronto Hydro and Defendant Class Members)

LDC	1984	1985	1986	1987	1988	1989	1990	1991	Total LDC Service Revenue	Share of each LDC as a %	Amount Owed by LDC
1 Alliston Hydro Inc.						\$ 3,760,805	\$ 3,772,991	\$ 3,786,408	9427100	0.041234333%	\$7,025.31
2 Barrie Hydro Dist. Inc.						\$ 64,871,271	\$ 65,738,656	\$ 66,598,371	212520612.5	0.929482014%	\$158,362.20
BRADFORD-WEST GWILLIMBURY PUC						\$ 7,753,794			7753794	0.033015288%	\$5,778.82
ESSA TWP. HEC						\$ 298,349			298349	0.001302860%	\$23.08
NEW TECUMSETH HEC						\$ 14,158,292			14158292	0.061828741%	\$10,551.11
PENETANGUISHENE HEC						\$ 5,681,037			5681037	0.024849003%	\$4,233.85
3 Bluewater Power Distribution Corporation						\$ 72,288,920	\$ 73,358,371	\$ 80,259,114	185757848	0.812508711%	\$138,431.34
4 Brant County Power Inc.						\$ 20,070,971	\$ 20,670,202	\$ 22,320,459	51901402.5	0.227918089%	\$38,678.21
5 Bradford Power Inc.						\$ 60,708,461	\$ 62,263,210	\$ 68,483,804	157804473	0.690240913%	\$117,589.80
6 Burlington Hydro Inc.						\$ 110,981,524	\$ 112,918,987	\$ 126,142,447	286348234.5	1.252490079%	\$213,264.53
7 Cambridge & North Dumfries Hydro Inc.						\$ 92,865,248	\$ 95,290,900	\$ 108,415,000	242352748	1.060057291%	\$180,697.28
8 Centre Wellington Hydro Ltd.						\$ 12,242,918	\$ 12,698,481	\$ 13,394,398	31803598.5	0.138234962%	\$23,581.78
9 Chapeau Public Utilities Corp.						\$ 2,577,279	\$ 2,847,539	\$ 2,788,879	8979904.5	0.028855199%	\$4,833.24
10 Chatham-Kent Hydro Inc.						\$ 65,948,951	\$ 64,988,828	\$ 68,980,837	163438348.5	0.32931888%	\$1,184.22
DUTTON HYDRO INC.						\$ 614,349	\$ 620,300	\$ 655,177	1582227.0	0.00673778%	\$1,285.21
11 Clinton Power Corp.						\$ 2,285,828	\$ 2,317,735	\$ 2,508,820	5857673	0.025821778%	\$3,818.17
12 COLLINS Power Corp.						\$ 19,130,245	\$ 22,505,818	\$ 23,560,859	63451002.5	0.233709002%	\$2,134.27
CLEARVIEW TWP. HEC						\$ 2,850,510			2850510	0.012488208%	\$2,134.27
THE BLUE MOUNTAINS ENERGY SERVICES						\$ 1,624,488			1624488	0.007105587%	\$1,210.62
13 Cooperative Hydro Embury Inc.						\$ 1,948,515	\$ 2,343,721	\$ 2,058,081	5321278.5	0.023275403%	\$3,985.95
14 E.L.K. Energy Inc.						\$ 13,963,465	\$ 13,858,363	\$ 15,060,151	35361903.5	0.154672886%	\$28,382.56
15 EnerSource Hydro Mississauga Inc.						\$ 479,148,404	\$ 497,908,000	\$ 552,824,000	1253466404	5.44295003%	\$984,114.18
16 Erwin Powerline Inc. & Erwin Utilities						\$ 208,948,612	\$ 215,214,173	\$ 234,023,822	541175498	2.407115888%	\$403,287.26
17 Erie Thames Powerlines Corp.						\$ 27,839,817	\$ 27,963,508	\$ 27,711,583	6988889.5	0.030473904%	\$5,191.04
18 Espanola Regional Hydro Distribution Corp.						\$ 4,791,588	\$ 4,930,894	\$ 5,233,494	12389010	0.053971154%	\$8,195.34
19 Essex Power Lines Corp.						\$ 38,181,855	\$ 37,181,855	\$ 41,889,155	94185471.5	0.412913504%	\$76,196.80
20 Festval Hydro Inc.						\$ 31,518,350	\$ 43,008,868	\$ 48,328,817	98977858.5	0.42731808%	\$1,035.81
BRUSSELS PUC						\$ 678,741			678741	0.00286881%	\$1,035.81
DASHWOODS						\$ 240,894			240894	0.001039377%	\$179.52
HENSALL PUC						\$ 1,248,169			1248169	0.005458480%	\$630.16
SEAFORTH PUC						\$ 1,727,061			1727061	0.007582410%	\$1,287.05
ST. MARYS PUC						\$ 6,002,472			6002472	0.026284870%	\$4,473.19
ZURICH HS						\$ 528,931			528931	0.002304810%	\$382.88
21 Fort Franco Power Corp.						\$ 4,415,003	\$ 4,508,531	\$ 4,768,034	11068551	0.048465151%	\$4,425.92
22 Greater Sudbury Hydro Inc.						\$ 68,808,897	\$ 71,798,389	\$ 88,791,529	175432730.5	0.767347375%	\$130,726.81
WEST NIPISSING ENERGY SERVICES LTD.						\$ 4,408,547	\$ 4,417,170	\$ 4,955,940	11589037	0.048806921%	\$4,315.99
23 Grimsby Power Inc.						\$ 11,189,896	\$ 11,435,130	\$ 12,837,896	28944833	0.128904898%	\$21,670.28
24 Guelph Hydro Electric						\$ 98,122,538	\$ 101,880,227	\$ 116,962,000	258293585	1.16988783%	\$195,251.08
WELINGTON ELECTRIC DIST. CO. INC.						\$ 1,130,983	\$ 1,192,305	\$ 1,290,000	2988288	0.012948225%	\$4,328.09
25 Halton County Hydro Inc.						\$ 24,000,095	\$ 26,213,328	\$ 28,201,836	64908240.5	0.283807229%	\$48,308.98
26 Halton Hills Hydro Inc.						\$ 28,880,212	\$ 31,652,579	\$ 34,690,824	84282103.5	0.342380486%	\$58,334.78
27 Heart Power Distribution Co. Ltd.						\$ 7,117,259	\$ 7,484,128	\$ 7,891,800	18547287	0.081128312%	\$13,821.00
28 Horizon Utilities Corporation									0	0.000000000%	\$0.00
HAMILTON HYDRO INC.						\$ 436,078,968	\$ 444,038,284	\$ 488,615,000	1118522723	4.882447785%	\$833,550.79
ST. CATHARINES HYDRO-UTILITY SERVICES INC.						\$ 100,988,064	\$ 100,273,403	\$ 106,738,807	254631310.5	1.13784046%	\$188,767.55
29 Hydro 2000 Inc.						\$ 1,875,768	\$ 1,947,887	\$ 1,964,489	4808888.5	0.02102488%	\$3,582.08
30 Hydro Hamilton Inc.						\$ 13,142,475	\$ 12,973,802	\$ 13,560,828	32911890	0.143958937%	\$4,528.61
31 Hydro One Brampton Networks						\$ 211,618,914	\$ 219,598,080	\$ 248,929,228	554177508	2.42388889%	\$412,988.78
32 Hydro One Networks Inc.									0	0.000000000%	\$0.00
BOBCAYGEON HEC						\$ 2,909,131	\$ 3,074,216	\$ 3,074,216	5983347	0.02617311%	\$4,059.94
BRIGHTON DISTRIBUTION INC.						\$ 2,835,842	\$ 2,927,792	\$ 3,058,234	6782834	0.029208787%	\$4,208.94
BROCKVILLE UTILITIES INC.						\$ 21,312,584	\$ 22,137,334	\$ 24,510,916	43450198	0.190052368%	\$32,380.16
CALEDON HYDRO CORP.						\$ 30,438,296	\$ 38,783,588	\$ 47,199,867	67191867	0.298898080%	\$50,073.06
CAMPBELLFORDSEYMOUR ELEC. DIST. INC.						\$ 3,029,499	\$ 3,114,508	\$ 3,114,508	6144007	0.026874048%	\$4,576.67
CAVANILLBROOK-ALMONAGHAN PUC						\$ 734,016	\$ 757,379	\$ 757,379	1491365	0.00652401%	\$1,111.42
ERIN HEC						\$ 4,174,929	\$ 4,244,992	\$ 4,582,111	3519821	0.037265048%	\$6,340.03
FENWOLD FALLS BO OF LIGHT & POWER						\$ 1,775,114	\$ 1,778,144	\$ 1,778,144	3356228	0.015528791%	\$2,645.72
GEORGINA RAY ENERGY INC. (Chalworth HS & Owen Sound PUC)						\$ 18,953,570	\$ 19,278,891	\$ 20,278,891	38232411	0.167225971%	\$28,491.74
KIRKFIELD HS						\$ 229,130	\$ 230,130	\$ 230,130	440280	0.001925709%	\$329.09
LESLIE HEC						\$ 13,189,809	\$ 13,184,888	\$ 13,184,888	2632388	0.11514137%	\$19,412.23
LINDSEY HEC						\$ 952,052	\$ 974,905	\$ 974,905	1826897	0.008427423%	\$1,436.82
LOMBAY HEC						\$ 23,054,908	\$ 23,189,413	\$ 24,824,322	46284322	0.202361381%	\$34,477.32
QUINTE WEST ELECTRIC DIST. CO. INC.						\$ 947,188	\$ 1,012,898	\$ 1,058,986	1958986	0.008572505%	\$1,469.54
SEVERN TWP. HEC (1437908 ONTARIO LTD.)						\$ 1,270,848	\$ 1,305,636	\$ 1,305,636	2576485	0.011268813%	\$1,920.06
STIRLING-RANDON ELECTRICAL DIST. CORP.						\$ 14,516,100	\$ 14,717,830	\$ 16,283,900	38233900	0.12798879%	\$21,785.85
THOROLD HYDRO CORP.						\$ 6,518,902	\$ 6,518,902	\$ 6,518,902	13038004	0.05701824%	\$9,714.75
WHITCHURCH-STOUFFVILLE HEC						\$ 611,727	\$ 632,156	\$ 632,156	1043883	0.004568972%	\$777.93
WOODVILLE HES									0	0.000000000%	\$0.00
33 Hydro One Toronto Communities									0	0.000000000%	\$0.00
34 Hydro One Ltd.						\$ 482,188,448	\$ 487,834,000	\$ 535,438,000	1267539949	5.344253699%	\$944,602.11
CARLEMAN HYDRO INC.						\$ 1,659,745	\$ 2,247,545	\$ 2,247,545	4117290	0.018009135%	\$4,088.31
35 Inverell Hydro Distribution Systems Ltd.						\$ 8,090,454	\$ 8,038,008	\$ 8,508,787	4761879.5	0.18162888%	\$21,842.47
36 Kanora Hydro Electric Corp. Ltd.						\$ 50,615,126	\$ 51,573,200	\$ 54,891,708	12029957.5	0.048792548%	\$15,128.03
37 Kingston Electricity Distribution Ltd. 142446 Ontario Ltd.						\$ 132,388,903	\$ 133,446,201	\$ 145,782,588	338712303	0.088828479%	\$99,373.06
38 Kitchener-Windermere Hydro Inc.						\$ 18,118,458	\$ 18,178,809	\$ 19,287,108	45930819	0.200802810%	\$34,228.78
39 Lakehead Utilities Inc.						\$ 13,903,045	\$ 16,473,283	\$ 17,670,830	38211743	0.171613195%	\$29,221.66
40 Lakeside Power Dist. Ltd.						\$ 227,959,873	\$ 227,741,005	\$ 227,750,000	685576578	2.491340001%	\$424,482.10
41 London Hydro Utilities Services Inc.						\$ 12,319,890	\$ 12,638,669	\$ 14,512,610	32114414	0.140489291%	\$23,932.46
42 Middlesex						\$ 275,842	\$ 275,842	\$ 283,831	833590.5	0.00303822%	\$518.80
NEWBURY POWER INC.						\$ 15,234,248	\$ 15,899,287	\$ 16,849,200	38581935	0.173028322%	\$29,479.70
43 Midland Power Utility Corp.						\$ 35,742,919	\$ 37,136,399	\$ 40,301,561	93019198.5	0.42898428%	\$68,320.21
44 Milton Hydro Dist. Inc.									0	0.000000000%	\$0.00
45 Neversdale-Tay Power Distribution Ltd.						\$ 3,178,178	\$ 3,756,797	\$ 3,978,308	8622059	0.03695259%	\$5,846.52
46 NIAGARA ELECTRIC DISTRIBUTION CO. INC.						\$ 41,885,112	\$ 42,985,285	\$ 46,304,284	108822538.5	0.48036683%	\$81,842.47
47 NEWMARKET HYDRO LTD.						\$ 11,710,822	\$ 12,282,419	\$ 13,842,228	30983906	0.13122448%	\$23,628.27
48 Niagara on the Lake Hydro Inc.						\$ 58,421,264	\$ 57,159,876	\$ 61,985,570	14383825	0.03413888%	\$107,747.52
49 Niagara Peninsula Energy Inc. (Niagara Falls, PenWest)						\$ 22,587,528	\$ 26,773,214	\$ 28,358,244	68018862	0.279582783%	\$47,833.92
PENINSULA WEST UTILITIES LTD.						\$ 26,751,763	\$ 26,310,654	\$ 28,063,038	68603936	0.30444644%	\$51,870.57
48 Norfolk Power Distribution Co. Ltd.						\$ 43,161,195	\$ 43,305,743	\$ 45,188,718	105062297	0.477041354%	\$81,275.92
49 North Bay Hydro-Distribution Ltd.											



Schedule G

(to implementation order – Settlement Funds to be Paid by Toronto Hydro and Defendant Class Members)

LDC	1994	1995	1996	1997	1998	1999	2000	2001	Total LDC Service Revenues	Share of each LDC as a %	Amount Owring by LDC
61 Rideau St. Lawrence Dist. Inc.						\$ 8,085,005	\$ 8,062,896	\$ 8,544,949	22910485.5	0.103210978%	\$17,072.45
62 Sioux Lookout Hydro Inc.						\$ 8,243,486	\$ 8,559,482	\$ 6,744,085	15476226.5	0.07782149%	\$11,532.37
63 St. Thomas Energy Inc.						\$ 25,525,724	\$ 28,408,283	\$ 27,232,887	65530456.5	0.286716294%	\$48,848.82
64 Thunder Bay Hydro Electricity Dist. Inc.						\$ 78,878,751	\$ 78,143,866	\$ 83,572,003	199906358.5	0.873083460%	\$148,751.50
65 Toronto Hydro-Electric Syst \$753,288,234	\$744,553,612	\$724,520,201	\$721,743,898	\$1,852,812,000	\$ 1,877,851,730	\$ 1,900,829,000	\$ 2,062,179,000	\$ 6,605,898,175	42,815533%	\$7,158,365.37	
66 Tilsonburg Hydro Inc.						\$ 14,588,288	\$ 14,793,988	\$ 15,848,081	3728317.5	0.163091333%	\$27,788.69
67 Veridian Concessions Inc.						\$ 102,487,653	\$ 188,517,859	\$ 173,514,124	348761974	1.522680089%	\$280,851.27
1382154 ONTARIO LTD. (Brook HEC)						\$ 3,822,493			3822493	0.016719625%	\$2,946.62
BELLEVILLE ELECTRIC CORP.						\$ 36,801,351			36801351	0.160095271%	\$27,276.23
PORT HOPE HEC						\$ 13,950,711			13950711	0.060583374%	\$10,321.86
GRAVELLHIRST HYDRO ELECTRIC INC.						\$ 5,822,103	\$ 7,853,860	\$ 8,090,806	17521068	0.078637803%	\$13,857.13
SCARSDO HYDRO ENERGY CORP.						\$ 3,393,309	\$ 3,428,936	\$ 2,586,164	8606326	0.037844298%	\$6,413.05
68 Niagara Distribution Inc.						\$ 7,018,252	\$ 7,524,913	\$ 8,138,798	18613063	0.081414027%	\$13,870.91
69 Watkinson North Hydro Inc.						\$ 83,918,910	\$ 85,298,080	\$ 92,168,565	218899148.5	0.945223357%	\$161,042.43
70 Wetland Hydro-Electric System Corp.						\$ 36,404,255	\$ 38,880,372	\$ 38,114,111	10547186	0.046089497%	\$69,188.26
71 Wellington North Power Inc.(Wellington)						\$ 5,482,619	\$ 5,882,182	\$ 6,384,834	12262262.5	0.052755021%	\$10,891.89
72 West Coast Huron Energy Inc.(Goderich Hydro)						\$ 8,177,987	\$ 8,288,144	\$ 10,606,284	22944333	0.046380225%	\$7,928.78
73 West Perth Power Inc.						\$ 3,994,511	\$ 4,287,806	\$ 4,587,447	10605840.5	0.046380225%	\$2,224.15
74 Westario Power Inc.						\$ 24,389,218	\$ 31,652,439	\$ 33,274,531	72868822.5	0.31785777%	\$2,782.25
MENTO HYDRO INC.						\$ 2,884,337			2884337	0.013054443%	\$2,224.15
WALKERTON PUC (including Elmwood HS)						\$ 3,883,200			3883200	0.016151545%	\$2,782.25
75 Whitchy Hydro Electric Corp.						\$ 68,902,809	\$ 62,521,335	\$ 65,430,281	155142084.5	0.678585556%	\$115,615.72
76 Woodstock Hydro Services Inc.						\$ 28,322,518	\$ 28,483,803	\$ 30,247,440	71830042	0.314823885%	\$53,804.05
Municipalities – Utility Asset Purchases by Hydro One Networks Inc.											
77 ALISA CRANG HS January 1 to November 30, 2000						\$ 532,700	\$ 472,190		1004880	0.004365416%	\$748.87
78 ARKONA HEC January 1 to December 18, 2000						\$ 214,301	\$ 215,150		427880	0.001870200%	\$318.05
79 ARNPRIOR HEC						\$ 9,498,911	\$ 9,315,190		189121401	0.008229824%	\$14,819.24
80 ARRAH-ELDERSLIE PUC						\$ 2,748,028	\$ 2,942,748		5851774	0.026058989%	\$4,241.85
81 ARTEMESIA TWP. HEC January 1 to April 28, 2000						\$ 820,794	\$ 214,288		8205862	0.003558715%	\$82.32
82 BANCROFT PUC						\$ 2,629,803	\$ 2,702,701		5323304	0.023326388%	\$3,873.76
83 BATH HEC						\$ 724,119	\$ 763,173		1457282	0.006385454%	\$1,108.57
84 BLANDFORD-BLENHEIM PUC						\$ 1,488,068	\$ 1,466,341		2935409	0.012839589%	\$2,167.54
85-BLYTH HEC						\$ 927,509	\$ 890,420		1890420	0.008268747%	\$1,028.73
86 CARLETON PLACE HEC January 1 to August 29, 2000						\$ 6,052,545	\$ 3,370,441		6422886	0.036842626%	\$8,277.02
87 CENTRE HASTINGS HEC						\$ 1,131,028	\$ 1,155,937		2287027	0.010003518%	\$1,704.35
88 CHALK RIVER HEC January 1 to June 28, 2000						\$ 519,500	\$ 283,585		783145	0.003425487%	\$383.62
89 CHAMPLAIN TWP. PUC						\$ 2,340,050	\$ 2,405,180		4745226	0.020785781%	\$3,526.28
90 CLARENDON-ROCKLAND HEC						\$ 4,907,114	\$ 4,981,559		9888883	0.043263559%	\$81,122.22
91 COBDEN HS. January 1 to June 29, 2000						\$ 571,785	\$ 1,302,014		873889	0.003754779%	\$4,686.13
92 DEEP RIVER HEC January 1 to December 14, 2000						\$ 3,287,080	\$ 2,591,128		6283508	0.027594779%	\$1,426.89
93 DESERONTO PUC						\$ 928,185	\$ 886,801		1944708	0.008374914%	\$7,249.87
94 DRYDEN HEC						\$ 4,888,581	\$ 4,888,578		9728659	0.042533017%	\$12,490.87
95 DUNDALK ENERGY SERVICES INC.						\$ 1,254,485	\$ 1,240,944		2445436	0.010815116%	\$1,858.65
96 DURHAM HEC January 1 to November 22, 2000						\$ 1,758,586	\$ 1,881,231		3440827	0.016050289%	\$2,584.19
97 EGANVILLE PUC						\$ 1,932,286	\$ 1,030,451		202717	0.009022378%	\$1,537.19
98 EXETER HEC						\$ 3,718,788	\$ 3,709,367		7427183	0.032490807%	\$5,536.85
99 FOREST PUC						\$ 2,254,878	\$ 2,088,838		4341811	0.018991189%	\$3,235.82
100-GEORGINA HEC						\$ 2,310,897	\$ 2,391,672		4705529	0.020562108%	\$3,506.68
101 GLENCOE PUC						\$ 1,778,878	\$ 1,776,985		3505953	0.016036907%	\$2,830.44
102 GRAND BEND PUC January 1 to November 30, 2000						\$ 1,389,273	\$ 1,207,788		2477041	0.010944642%	\$1,945.95
103 HASTINGS PUC						\$ 842,027	\$ 818,410		1861437	0.007287169%	\$1,228.14
104 HAVELock-BELMONT-METHUEN HEC						\$ 782,981	\$ 804,516		1597487	0.006897484%	\$1,180.49
105 LANARK HIGHLANDS TWP. PUC						\$ 558,964	\$ 683,704		1122688	0.004914853%	\$837.39
106 LARDER LAKE HEC January 1 to January 14, 2001						\$ 628,078	\$ 654,913		1282891	0.005811833%	\$884.12
107 LATCHFORD HEC						\$ 256,215	\$ 263,878		520091	0.002274892%	\$387.58
108 LUXAMBURANTON HEC						\$ 1,074,457	\$ 1,095,205		2109862	0.009490159%	\$1,816.89
109 MALANDRÉ TWP. HEC January 1 to November 30, 2000						\$ 290,476	\$ 285,234		655710	0.002430890%	\$414.13
110 MAPLETON TWP. HEC						\$ 1,103,188	\$ 1,121,948		2225116	0.009732718%	\$1,858.21
111 MARGDALE HS.						\$ 1,990,576	\$ 2,198,440		4198016	0.018353484%	\$3,128.87
112 MARNORA HEC						\$ 894,887	\$ 813,587		2098918	0.008710809%	\$1,487.10
113 McGARRY TWP. HS						\$ 423,913	\$ 413,587		838580	0.003686223%	\$626.44
114 MEFORD PUC						\$ 2,487,893	\$ 2,544,821		6823714	0.029388104%	\$3,750.50
115 MIDDLESEX CENTRE TWP. HEC Jan. 1 to November 27, 2000						\$ 445,369	\$ 490,372		945731	0.004368259%	\$636.28
116 NANANEE HEC						\$ 3,768,181	\$ 3,858,211		7625382	0.033336855%	\$5,862.83
117 NIPIGON TWP. HEC						\$ 1,728,377	\$ 1,774,318		3603886	0.016326244%	\$2,611.04
118 NORTH DORCHESTER TWP. PUC Jan. 1 to December 21, 2000						\$ 937,165	\$ 821,774		1858638	0.008131048%	\$1,385.33
119 NORTH DUNDAS TWP. HEC						\$ 4,836,841	\$ 4,885,888		9822538	0.042294044%	\$7,320.00
120 NORTH GLENGARRY TWP. HEC						\$ 4,818,074	\$ 4,835,581		9655555	0.042238511%	\$7,193.56
121 NORTH GREENVILLE TWP. HEC						\$ 2,676,485	\$ 2,676,485		5362000	0.023413657%	\$3,988.14
122 NORTH PERTH UTILITY COMMISSION						\$ 6,735,379	\$ 6,125,296		11860874	0.051878900%	\$8,838.87
123 NORTH STORMONT TWP. HEC						\$ 481,975	\$ 488,612		922587	0.004061864%	\$892.01
124 PERTH EAST TWP. HEC						\$ 6,568,284	\$ 1,957,659		8053822	0.035228067%	\$6,001.98
125 PERTH PUC						\$ 1,045,887	\$ 7,107,016		8153813	0.03684882%	\$8,976.42
126 PRINCE EDWARD HYDRO INC.						\$ 6,094,640	\$ 5,253,744		10348384	0.045284104%	\$7,711.87
127 RAINY RIVER HYDRO INC.						\$ 722,538	\$ 722,622		1448167	0.006321165%	\$1,078.87
128 RAMARA TWP. HEC						\$ 288,301	\$ 288,848		515650	0.002256779%	\$384.50
129 RED ROCK TWP. HS						\$ 624,075	\$ 537,580		1061886	0.004683707%	\$791.17
130 RUSSELL HS January 1 to August 15, 2000						\$ 1,121,782	\$ 653,424		1771786	0.007724589%	\$1,324.40
131 S.B.P. ENERGY INC. (Warlike HEC)						\$ 1,851,000	\$ 1,864,014		3718104	0.016249683%	\$2,768.69
132 SCHREIBER TWP. HEC						\$ 1,463,772	\$ 1,483,354		2947128	0.012860807%	\$2,198.27
133 SHELBURNE HEC January 1 to December 18, 2000						\$ 2,870,087	\$ 2,826,578		5206678	0.023187800%	\$3,947.21
134 SMITHS FALLS HEC						\$ 8,828,848	\$ 8,190,975		18117824	0.078248964%	\$13,501.70
135 SOUTH GLENGARRY TWP. PUC						\$ 722,722	\$ 723,344		1448088	0.006325131%	\$1,077.84
136 SOUTH RIVER PUC						\$ 688,424	\$ 718,070		1378394	0.00603509%	\$1,022.86
137 SPRINGWATER TWP. HEC						\$ 1,444,089	\$ 1,485,897		2866878	0.012713877%	\$2,865.15
138 TERRACE BAY SUPERIOR WIRES INC.						\$ 1,718,706	\$ 1,727,816	\$ 1,735,743	4314303.5	0.018671271%	\$3,215.19
139 THEFORD HEC January 1 to December 11, 2000						\$ 583,180	\$ 521,981		1105161	0.004834033%	\$823.59
140 THESSALON HYDRO DISTRIBUTION CORP.						\$ 977,887	\$ 985,538		1973405	0.008631725%	\$1,470.63
141 THORNDALE HS						\$ 238,541	\$ 223,737		450278	0.00198928%	\$335.56
142 TWYED HEC						\$ 1,150,718	\$ 1,186,203		2345921	0.010281120%	\$1,748.24
143 WARDSVILLE HEC						\$ 198,315	\$ 188,315		388630	0.001743618%	\$287.67
144 WARKWORTH HS											

**Schedule H**  
(to implementation order – List of Administrators)

*[parties to collect consents from as many Administrators as possible before  
fairness hearing]*

Name of Utility	Administrator
_____	
_____	
Toronto Hydro	United Way of Greater Toronto
_____	
_____	

Court File No. 94-CQ-50878

**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) THURSDAY, THE 22ND DAY  
JUSTICE CUMMING ) OF JULY, 2010.

BETWEEN:

**TAMAR L. PICHETTE**

Plaintiff

- and -

**TORONTO HYDRO**

Defendant



Proceeding under the *Class Proceedings Act, 1992*

AND

Court File No. 98-CV-158062

**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JONATHAN GRIFFITHS**

Plaintiff

- and -

**TORONTO HYDRO-ELECTRIC COMMISSION**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**IMPLEMENTATION ORDER**

**THIS MOTION**, made by the Plaintiffs for an order consolidating two actions, certifying the consolidated action as a class proceeding, and

approving and implementing the settlement of the consolidated action, was heard on July 16, 2010 at the Court House, Toronto.

**ON READING** the affidavits of Jonathan Griffiths, Dorothy Fong, and Jennifer Teskey, the consent of Tamar Pichette, the minutes of settlement dated April 21, 2010, as amended, and the consents of United Way of Greater Toronto, and United Way/Centraide Ottawa, and the undertaking letter of United Way/Centraide Ottawa, filed, and on hearing the submissions of counsel for the Plaintiffs and the Defendant judgment having been reserved to this day for written reasons delivered,

**Consolidation**

1. **THIS COURT ORDERS** that Superior Court of Justice actions 98-CV-158062 and 94-CQ-50878 be consolidated and continued as action 98-CV-158062.

2. **THIS COURT ORDERS** that (a) Jonathan Griffiths be the Plaintiff in the consolidated action, and (b) the title of proceedings for the consolidated action be:

**JONATHAN GRIFFITHS**

Plaintiff

- and -

**TORONTO HYDRO-ELECTRIC SYSTEM LIMITED**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**Certification**

3. **THIS COURT ORDERS** that the consolidated action be maintained as a class proceeding on behalf of the following Plaintiff class (hereinafter referred to as the "Plaintiff Class"):

All persons who:

- (a) are, or were, customers of:
  - (i) Toronto Hydro at any time after April 1, 1981, or
  - (ii) any other local municipal electricity distribution company in Ontario at any time after April 1, 1981, and
- (b) paid any Late Payment Penalties to Toronto Hydro or any other local municipal electricity distribution company in Ontario after April 1, 1981.

with respect to the following claims:

- (a) \$500 million in restitutionary payments;
- (b) a declaration that Late Payment Penalties imposed by the Defendant Class offend s. 347 of the *Criminal Code*, are illegal and void, and need not be paid by the Plaintiff Class;
- (c) in the alternative, a declaration that Late Payment Penalties constitute penalties in law and are unenforceable;
- (d) an interim, interlocutory, and permanent injunction restraining the Defendant Class from imposing Late Payment Penalties;
- (e) an interim, interlocutory, and permanent injunction restraining the Defendant Class from terminating the supply of electricity to any member of the Class for failure to pay Late Payment Penalties;

- (f) pre-judgment interest as provided by law;
- (g) post-judgment interest as provided by law;
- (h) the costs of this action; and
- (i) such further and other relief as may seem just.

4. **THIS COURT ORDERS** that, subject to further order of the court, Jonathan Griffiths be and hereby is appointed as the representative Plaintiff on behalf of the Plaintiff Class and Fraser Milner Casgrain LLP and Theall Group LLP be and hereby are appointed as Counsel for the Plaintiff Class.

5. **THIS COURT ORDERS** that the consolidated action also be maintained as a class proceeding against the following defendant class (hereinafter referred to as the "Defendant Class"):

Toronto Hydro and all other local municipal electricity distribution companies (or their successor corporations) in Ontario which have charged Late Payment Penalties on overdue utility bills at any time after April 1, 1981.

For greater certainty, if a municipality sold the assets of a local municipal electricity distribution utility to Hydro One and the municipality retained liability for claims relating to late payment penalties, then the municipality is a member of the defendant class.

6. **THIS COURT ORDERS** that, subject to further order of the court, Toronto Hydro be and hereby is appointed as the representative defendant on behalf of the Defendant Class and Ogilvy Renault LLP be and hereby is appointed as Counsel for the Defendant Class.

7. **THIS COURT ORDERS** that the following issues are common issues:

(a) the Defendant Class Members' liability for restitution of late payment penalties received from the Plaintiff Class Members; and

(b) the aggregate quantum of monetary relief payable by each Defendant Class Member.

**Notice to Plaintiff Class Members**

8. **THIS COURT ORDERS** notice be provided to the Plaintiff Class by:

(a) the plaintiffs establishing a website known as *www.electricitylatepaymentpenaltyclassaction.com* and placing a copy of a notice substantially in the form attached hereto as Schedule "A" on the website and placing a copy of the minutes of settlement on the website;

(b) the defendant causing a notice substantially in the form attached hereto as Schedule "B" to be published as soon as possible twice in each of the *Toronto Star* and *The Globe and Mail*;

(c) the defendant causing a notice substantially in the form attached hereto as Schedule "C" to be published as soon as possible twice in each of the *Ottawa Citizen*, *Hamilton Spectator*, *Kitchener Waterloo Record*, *London Free Press*, *Windsor Star*, *Sudbury Star*, *Sault Star*, and the *Thunder Bay Chronicle Journal*; and

(d) the defendant causing a link to *www.electricutilitylatepaymentpenaltyclassaction.com* to be placed on the defendant's website.

**Opt Outs by Plaintiff Class Members**

9. **THIS COURT ORDERS** that a Plaintiff Class Member may opt out by delivering to the Theall Group LLP the Plaintiff Opt Out Coupon contained in Schedule "A" or some other legible, written, signed request to opt out containing substantially the same information as the Plaintiff Opt Out Coupon on or before the expiry of the 30th day after the date the first notice is published in *The Globe and Mail* under paragraph 8(b) above.

10. **THIS COURT ORDERS** that a Plaintiff Class Member may not opt out except in the manner and within the time provided in paragraph 9.

11. **THIS COURT ORDERS** that:

(a) within 44 days after the expiry of the deadline stated in paragraph 9, the Theall Group LLP serve on Toronto Hydro and file with the court, an affidavit listing the Plaintiff Class Members who have opted out; and

(b) if more than 10,000 members of the plaintiff class opt out then the defendant may, within 20 days after service of the affidavit mentioned in paragraph 11(a), elect to declare this settlement void by serving a notice in writing on class counsel, and filing a copy in the court



file with proof of service, in which case this order will be set aside in its entirety.

**Notice to Defendant Class Members**

12. **THIS COURT ORDERS** that notice of this settlement be provided to the Defendant Class by the Defendant forthwith sending to the last known addresses of the Defendant Class members (other than those which have filed Consents and Waivers of Opt Out Rights substantially in the form attached as Schedule E) by both registered and ordinary mail a notice substantially in the form attached hereto as Schedule "D" together with a copy of the minutes of settlement herein. (A list of all Defendant Class Members and their addresses is attached as Schedule "F").

**Opt Outs by Defendant Class Members**

13. **THIS COURT ORDERS** that a Member of the Defendant Class, other than Toronto Hydro and other than those which have filed Consents and Waivers of Opt Out Rights substantially in the form attached as Schedule E, may opt out of the class proceeding by:

(a) delivering to Ogilvy Renault LLP the Defendant Opt Out Coupon contained in Appendix 1 of Schedule "D", or some other legible, written, signed request to opt out containing substantially the same information as the Defendant Opt Out Coupon, on or before the expiry of the 60th day after the date the notice is mailed under paragraph 12 above; and

(b) providing notices substantially in the form attached as Appendix 2 of Schedule "D", by including copies of the notice with the bills to its current customers, and serving on Ogilvy Renault LLP and the Theall Group LLP and filing an affidavit of service substantially in the form attached as Appendix 3 of Schedule "D", in the court file on or before the expiry of the 60th day after the date Ogilvy Renault LLP received the Defendant Opt Out Coupon under paragraph 13(a) from the said Member of the Defendant Class. Where the Member of the Defendant Class wishing to opt out is a municipality which sold the assets of its electric utility and no longer renders bills to current electricity customers, then the notices shall be mailed to the ratepayers of the municipality with the current tax bills of the municipality and the affidavit of service shall be served on Ogilvy Renault LLP and the Theall Group LLP and filed in the court file no later than 7 months after the date Ogilvy Renault LLP received the Defendant Opt Out Coupon under paragraph 13(a) from the said Member of the Defendant Class.

14. **THIS COURT ORDERS** that the effective date of a Defendant Class Member's opting out, and the date on which the limitation period resumes running under s. 28(1)(a) of the *Class Proceedings Act*, shall be 180 days after filing the affidavit of service referred to in paragraph 13(b) in the court file.

15. **THIS COURT ORDERS** that Defendant Class Members may not opt out except in the manner and within the time provided in paragraphs 13 and 14. For greater certainty, Defendant Class Members which have filed with Ogilvy Renault LLP Consents and Waivers of Opt Out Rights substantially in the form attached as Schedule E may not opt out.

16. **THIS COURT ORDERS** that Ogilvy Renault LLP serve on the Plaintiff and file with the court, within 74 days after the date the notices are mailed under paragraph 12 above, an affidavit exhibiting a list of any Defendant Class Members who have provided timely opt out forms to Ogilvy Renault LLP under paragraph 13(a), including a list of the dates on which Ogilvy Renault LLP received the Defendant Opt Out Coupons.

**Amounts of Judgments Against Consenting Defendant Class Members**

17. **THIS COURT ORDERS AND ADJUDGES** that Toronto Hydro and Defendant Class Members which filed with Ogilvy Renault LLP Consents and Waivers of Opt Out Rights substantially in the form attached as Schedule E (hereinafter "Consenting Defendant Class Members) before the commencement of the hearing of the motion to consider approval of the settlement pursuant to s. 29 of the *Class Proceedings Act* (the "Fairness Hearing") pay the amounts stated in the right hand column of Schedule G, provided that:

- (a) liability is several, not joint and several;

(b) payments are due on June 30, 2011;

(c) the amounts stated in Schedule G shall bear post judgment interest from July 1, 2011 until the date of payment at the rate of 19.56% per annum; and

(d) if voluntarily paying the amounts stated in Schedule G, Toronto Hydro or a Consenting Defendant Class Member shall pay Ogilvy Renault LLP in trust by June 30, 2011. As soon as the funds have cleared Ogilvy Renault LPP shall pay the funds to Fraser Milner Casgrain LLP in trust. If the amount so paid to Fraser Milner Casgrain LLP is less than the full \$17,037,500 contemplated by paragraph 2 of the minutes of settlement herein, then Ogilvy Renault shall serve on Fraser Milner Casgrain LLP and file in the court file a list (hereinafter the "Default List") containing (i) the names of whichever of Toronto Hydro and the Consenting Defendant Class Members that failed to make the required payments and (ii) the amount of the required payments (including both the amounts which should have been paid pursuant the right hand column of Schedule G and any amounts which should have been paid pursuant to paragraph 17A) provided that such required payments, in aggregate, shall be equal to \$17,037,500 minus the amount actually paid by Ogilvy Renault LLP to Fraser Milner Casgrain LPP. The plaintiff may proceed to enforce payment, as provided by law, against the payors stated in Default List (severally not joint and severally) for the amounts

stated in Default List, plus post judgment interest and any costs payable under rule 60.19 or any court order, and the plaintiff shall pay the amounts so recovered to Fraser Milner Casgrain LLP in trust. After deducting the legal fees and disbursements approved by the court and applicable GST/HST, Fraser Milner Casgrain LLP shall pay the net proceeds of the amounts it received (including both the voluntary payments and any enforced payments) to the appropriate Administrator stated in Schedule H. If an appropriate Administrator is not stated in Schedule H, then the plaintiff shall bring a motion to the court for an order appointing an Administrator or otherwise giving directions for the distribution of the amount to, or for the benefit of, plaintiff class members.

**Payments on behalf of Non-Consenting Defendant Class Members**

17A. **THIS COURT ORDERS** that the representative defendant raise from Consenting Defendant Class Members any amounts stated in the right hand column of Schedule G regarding any Non-Consenting Defendant Class Members and paragraphs 17(b), (c) and (d) shall apply *mutatis mutandis*.

**Amounts of Judgments Against Non-Consenting Defendant Class Members and Assignment to Representative Defendant**

18. **THIS COURT ORDERS AND ADJUDGES** that each Defendant Class Member which did not deliver a Consent and Waiver of Opt Out Rights to Ogilvy Renault LLP substantially in the form attached as Schedule E (hereinafter "Non-Consenting Defendant Class Members")

before the commencement of the hearing of the motion to consider approval of the settlement pursuant to s. 29 of the *Class Proceedings Act* (the "Fairness Hearing"), and which does not opt out as provided in paragraph 13, shall pay the amounts stated in the right hand column of Schedule G, provided that:

(a) liability is several, not joint and several;

(b) payments are due on June 30, 2011;

(c) the amounts stated in Schedule G shall bear post judgment interest from July 1, 2011 until the date of payment at the rate of 19.56% per annum; and

(d) the amounts stated in Schedule G owing by Non-Consenting Defendant Class Members shall be, and hereby are, assigned to and vested in the representative defendant;

(e) If a Non-Consenting Defendant Class Member does not pay the representative defendant voluntarily, then the representative defendant may enforce payment, as provided by law, of the amount stated in Schedule G and applicable post judgment interest plus any partial indemnity costs payable by rule 60.19 or by any subsequent court order.

***Cy Pres* Distribution of Net Proceeds through Low-income Energy Assistance Programs**

19. **THIS COURT ORDERS** that:

(a) the net proceeds of the awards against Toronto Hydro and Defendant Class Members shall be distributed to or for the benefit of plaintiff class members by means of low-income energy assistance programs, as more particularly described in this order;

(b) a low-income energy assistance program means a program which provides emergency funding to low-income energy consumers based on need, as determined by the Administrator or affiliated registered charities or governmental agencies appointed by the Administrator, and includes the Winter Warmth Fund currently administered by the United Way of Greater Toronto and the Province of Ontario's Emergency Energy Fund;

(c) the United Way of Greater Toronto and United Way/Centraide Ottawa are hereby appointed as Administrators to administer low-income energy assistance programs in the territories of the corresponding defendant or Defendant Class Member as stated in Schedule H. The low-income energy assistance programs may be operated by the Administrators directly or may be operated by registered charities or governmental agencies (hereinafter "Intake Agencies") appointed by the Administrators from time to time for the various territories for which the Administrators are responsible. If no low-income energy assistance program satisfactory to the Administrators exists in a particular territory, then the appropriate Administrator shall create one;

(d) each Administrator shall invest the funds paid to it under this order until such funds are distributed through a low-income energy assistance program. The investment standards established by s. 27 of the *Trustee Act* R.S.O. 1990 c. T23 as amended shall apply *mutatis*

*mutandis*. An Administrator may commingle the funds with other monies held by it for the purpose of investment provided that separate accounting records shall be maintained of all dealings with the funds. If the Administrator has other sources of funding for the low-income energy assistance program, separate accounting records shall be maintained for the funds paid to it under this order and income thereon;

(e) each Administrator shall determine each year the amount of money to be allocated to the Intake Agencies for the low-income energy assistance programs in the various territories for which the Administrator is responsible. An Administrator's allocations shall not be limited to the income earned by the funds paid to it under this order, but rather the allocations may include the capital amounts paid to it under this order. However, the capital amount paid by a particular defendant or Defendant Class Member, and income thereon, shall be used for a low-income energy assistance program in the territory of the particular defendant or Defendant Class Member, or where Consenting Defendant Class Members pay on behalf of a Non-Consenting Class Member, in the territory of the Non-Consenting Class Member. If operators of the electric utilities in more than one territory amalgamate, or otherwise combine their utility operations, and operate in a new combined territory, the Administrator may combine the low-income energy assistance programs for the former territories into a low-income energy assistance program for the new combined territory.

(f) each Administrator shall provide brief annual reports, until the funds paid to it under this order and income thereon are exhausted,



to the defendant or Defendant Class Member for whose territory the Administrator is responsible, stating:

- (i) the opening annual balance of the funds being administered for the territory;
- (ii) the amounts spent for the territory for the year including, without limitation: (a) the aggregate payments to beneficiaries of the low-income energy assistance program, (b) the aggregate annual administration expenses of the Administrator, (c) the aggregate annual program costs incurred by the Intake Agency or Agencies for the territory, and (d) the aggregate expenses incurred by the Administrator to promote the low-income energy assistance program;
- (iii) the aggregate amount received for income on the funds being administered for the territory;
- (iv) the closing annual balance of the funds being administered for the territory;
- (v) the lifetime percentage of the funds being administered for the territory which have been used for administration expenses by the Administrator (i.e. the aggregate administration expenses for all years the funds have been administered  $\div$  ((the capital amount paid under this order for the territory) + (the aggregate income for the territory for all years the funds have been administered)));
- (vi) the annual percentage of funds distributed to the Intake Agency or Agencies for the territory used for program costs (i.e. the Intake Agency's program costs for the year  $\div$  the amount paid by the Administrator to the Intake Agency's program for the year) or if

the Administrator operates the program directly in a particular territory, the annual percentage of program costs incurred by the Administrator in the territory;

(vii) if the lifetime percentage of the funds being administered for the territory which have been used for the Administrator's administration expenses exceeds 10%, then an explanation why the administration expenses have been that high; and

(viii) if the annual percentage used for program costs for the territory exceeds 15%, then an explanation why the program costs have been that high.

(g) the defendant or Defendant Class Member to whom the Administrator reports shall perform a monitoring role and if (a) the lifetime percentage of the funds being administered for the territory which have been used for the Administrator's administration expenses exceeds 10%, or (b) the annual percentage used for program costs for the territory exceeds 15%, or (c) the defendant or Defendant Class Member has serious concerns about the administration of the funds paid under this order and income thereon, then it may bring a motion to the court for removal of the Administrator for the territory or for any other relief and the Court may grant such relief on such terms as the Court considers just in all the circumstances, including without limitation, any potential tax consequences for, or implications for the charitable registration status of, the departing Administrator. If an Administrator is removed the Court shall appoint a successor Administrator and provide for the transfer of funds to be administered under this Order from the departing Administrator to the successor Administrator. For greater

certainty, on any such motion the court has a discretion to award costs against the moving party if the court concludes the motion was unnecessary or unreasonable;

(g.1) An Administrator may apply to the Court to resign as Administrator for some or all of the territories for which it is responsible, and the Court may permit such resignation on such terms as the Court considers just in all the circumstances, including without limitation, any potential tax consequences for, or implications for the charitable registration status of, the resigning Administrator in which eventuality the Court shall appoint successor Administrator(s) and provide for the transfer of funds to be administered under this Order from the resigning Administrator to the successor Administrator(s);

(g.2) No Administrator has any right, standing, or obligation to pursue the Defendant or any Defendant Class Member to secure any payment(s) contemplated in this order;

(h) if a Defendant Class Member, or assignee, no longer operates an electric utility in a territory, it may make an agreement with the current operator of the electric utility in the territory to assign the monitoring role to the current operator. The assignor and assignee shall give written notice to the Administrator and thereafter the Administrator shall provide the annual reports required by this order to the assignee;

(i) Toronto Hydro shall continue to make annual contributions to the Winter Warmth Fund, or a similar low-income energy assistance program, not less \$100,000 per year, until the later of: (I) 5 years after this settlement, or (II) 2 years after Toronto Hydro gives written notice to

the United Way of Greater Toronto of its intention to reduce or eliminate such contributions;

(j) in the event there are any vacancies for Administrators in Schedules H at the date this order is made, the court may give directions regarding filling such vacancies prior to June 30, 2011 or may order that the relevant settlement proceeds be distributed to or for the benefit of plaintiff class members other than by means of a low-income energy assistance program, provided that in no event shall any settlement proceeds be returned to the Defendant or a Defendant Class Member; and

(k) the Administrator may deduct from the funds paid to it under this order the Administrator's reasonable legal expenses incurred in deciding whether to consent to serve as Administrator, and such legal expenses shall be deducted *pro rata* from the amounts for all territories for which the Administrator is responsible.

**Release of Claims**

20. **THIS COURT ORDERS** that upon payment by Toronto Hydro or a Defendant Class Member of the amount payable by it stated in Schedule G and any applicable post judgment interest, all claims by the Plaintiff Class Members who were customers of such utility and who do not opt out under paragraph 9, regarding allegedly excessive late payment penalties received by such utility at any time between April 1, 1981 and the date of this order shall be and hereby are irrevocably, fully, and finally released.

**Settlement Approval**

21. **THIS COURT ORDERS** that the settlement set out in the minutes of settlement dated April 21, 2010 be and hereby is approved.

**Class Counsel Fees**

22. **THIS COURT ORDERS** that:

(a) Class Counsel's fees regarding Toronto Hydro and the Consenting Defendant Class Members are hereby approved in the amount of \$4,812,500 plus applicable GST/HST;

(b) Class Counsel's disbursements regarding Toronto Hydro and the Consenting Defendant Class Members are hereby approved in an amount of up to \$50,000 plus applicable GST/HST. If the amount of Class Counsel's disbursements regarding Toronto Hydro and the Consenting Defendant Class Members is less than \$50,000 then the surplus shall be distributed *pro rata* among the Administrators listed in Schedule H for use in the low-income energy assistance programs; and

(c) in the event Class Counsel is required to enforce payment from the payors listed in the Default List referred to in paragraph 17(d), then Class Counsel shall also be entitled to 25% of all post judgment interest recovered plus all costs recovered under rule 60.19 or under any subsequent court order.

**Jurisdiction of the court**

23. **THIS COURT ORDERS** that the Honourable Justice Cumming, or his successor as case management judge for this action, shall continue to oversee the case, and may, if need be, amend this order

or make any case management order permitted by the *Class Proceedings Act* or the rules of court.



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**Joanne Nicora**  
**Judge, Superior Court of Justice**

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUL 23 2010

PER / PAR: JSN

**Schedule A**

(to implementation order - long form notice to Plaintiff Class)

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Notice under the Ontario *Class Proceedings Act*

**TO ALL CUSTOMERS OF  
TORONTO HYDRO AND ALL  
OTHER LOCAL MUNICIPAL  
ELECTRICITY DISTRIBUTION  
COMPANIES IN ONTARIO**

If you were a customer of Toronto Hydro or any other local municipal electricity distribution company ("LDC") in Ontario and paid late payment penalties at any time after April 1, 1981, this notice will be important to you. A settlement of the class action by Jonathan Griffiths and Tamar Pichette against Toronto Hydro representing itself and all other local municipal electricity distribution companies in Ontario, has been reached.

This notice is published by order of the Honourable Justice Cumming of the Ontario Superior Court of Justice and explains:

1. The lawsuit;
2. The description of the Plaintiff Class;
3. The description of the Defendant Class;
4. Your right to choose whether or not to be part of the case;
5. The settlement terms of the lawsuit; and
6. Other Matters .

**1. THE LAWSUIT**

Jonathan Griffiths of Toronto and Tamar Pichette, formerly of Toronto, each have sued Toronto Hydro for damages arising from allegedly excessive late payment penalties received by Toronto Hydro, at any time after April 1, 1981.

The lawsuits claimed \$564 million in compensatory damages from Toronto Hydro and all other local municipal electricity distribution companies in Ontario on behalf of their customers who paid late payment penalties at any time after April 1, 1981.

## **2. THE DESCRIPTION OF THE PLAINTIFF CLASS**

The class of customers on whose behalf the lawsuit was brought consists of:

All persons who:

- (a) are, or were, customers of:
  - (i) Toronto Hydro at any time after April 1, 1981, or
  - (ii) any other local municipal electricity distribution company in Ontario at any time after April 1, 1981, and
- (b) paid any Late Payment Penalties to Toronto Hydro or any other local municipal electricity distribution company in Ontario after April 1, 1981.

## **3. THE DESCRIPTION OF THE DEFENDANT CLASS**

The class of utilities against whom the lawsuit was brought consists of:

Toronto Hydro and all other local municipal electricity distribution companies (or their successor corporations) in Ontario which have charged Late Payment Penalties on overdue utility bills at any time after April 1, 1981.

For greater certainty, if a municipality sold the assets of a local municipal electricity distribution utility to Hydro One and the municipality retained liability for claims relating to late payment penalties, then the municipality is a member of the defendant class.

## **4. YOUR RIGHT TO CHOOSE WHETHER OR NOT TO BE PART OF THE CASE.**

(a) *How to be included in the class.*

If you fall within the Plaintiff Class definition stated above, then you will automatically be included in the class unless you opt out of the class.

(b) *How to be excluded from the class re claims*



To opt out of the plaintiff class regarding claims against the defendant class you must fill out the coupon below and send it to Theall Group LLP, one of the lawyers for the plaintiff class. The deadline for opting out is [30 days after notice], 2010. If your written request to opt out is not received by that date you will remain a member of the plaintiff class. If you opt out you would be entitled to start your own individual lawsuit.

#### **5. THE SETTLEMENT TERMS OF THE LAWSUIT**

The settlement provides for a payment of \$17,037,500 comprised of \$16,250,000 for claim and pre-judgment interest, \$750,000 for partial indemnity costs and \$37,500 for GST on such costs from Toronto Hydro, and all participating LDCs (or their successor corporations) in Ontario.

After deduction of court approved legal fees and disbursements, determined by the court to be \$4,862,500 and all applicable GST/HST the balance of the \$17,037,500 will be distributed to, or for the benefit of, the plaintiff class by means of low-income energy assistance programs in the service areas of the defendant class members. For example, in Toronto the share of the settlement contributed by Toronto Hydro will be distributed through the Winter Warmth Fund, a program administered by the United Way of Greater Toronto.

The settlement provides that Plaintiff Class Members may opt out of this lawsuit and sue their utility separately, or not sue at all. If more than 10,000 Plaintiff Class Members opt out, then the defendant will have the option of cancelling the entire settlement.

#### **6. OTHER MATTERS**

The plaintiffs retained the law firms of Theall Group LLP and Fraser Milner Casgrain LLP, to represent them and the class in the lawsuit, on the basis the law firms would be paid legal fees only if the lawsuit were successful. The lawsuit has now been successful and the court has determined the plaintiffs' lawyers' legal fees and disbursements will be \$4,862,500 plus GST/HST.

The court papers in this lawsuit are available for inspection at the office of the Superior Court of Justice, Court House, 361 University Ave., Toronto, Ontario, court file numbers 98-CV-158062 and 94-CQ-50878.

For further information you may contact one of the lawyers for the Plaintiff Class:

**THEALL GROUP LLP**  
Barristers and Solicitors  
Suite 1410  
4 King Street West  
Toronto, Ontario  
M5H 1B6

Dorothy Fong  
Tel: (416) 304-0115  
email: [dfong@theallgroup.com](mailto:dfong@theallgroup.com)

Please DO NOT CALL Justice Cumming or the registrar of the court. They will not be able to answer your questions about the case.

\_\_\_\_\_, 2010

**PLAINTIFF OPT OUT COUPON**

To:

**THEALL GROUP LLP**  
Barristers and Solicitors  
Suite 1410  
4 King Street West  
Toronto, Ontario  
M5H 1B6

Dorothy Fong  
Tel: (416) 304-0115  
Fax: (416) 304-1395

I wish to opt out of the *Griffiths v. Toronto Hydro-Electric System Limited* class action.

\_\_\_\_\_  
Signature

Name:

*please print*

Address:

Postal code:

Telephone:

*Note: To opt out this coupon must be completed and received at the above address before [30 days after notice] 2010.*

**Schedule B**

(to implementation order - short form notice to the Plaintiff Class in the Toronto area)

**Notice of Settlement of Class Action against Toronto Hydro and other Local Municipal Electricity Distribution Companies regarding Late Payment Penalties**

On \_\_\_\_\_ 2010, the Ontario Superior Court of Justice approved a \$17,037,500 settlement of a class action regarding late payment penalties charged by Toronto Hydro and all other local municipal electricity distribution companies in Ontario at any time after April 1, 1981. The court also permitted Plaintiff Class members to opt out of the lawsuit by filing an opt out coupon by \_\_\_\_\_ 2010. Class members who do not opt out will be precluded from suing Toronto Hydro or any other local municipal electricity distribution company in Ontario individually regarding the subject late payment penalties.

You may obtain more information by visiting [www.electricutilitylatepaymentpenaltyclassaction.com](http://www.electricutilitylatepaymentpenaltyclassaction.com) or by contacting Theall Group LLP at 416-304-0115 attn: Dorothy Fong (email: [dfong@theallgroup.com](mailto:dfong@theallgroup.com)).

**Schedule C**

(to implementation order - short form notice to the Plaintiff Class outside Toronto area)

**Notice of Settlement of Class Action against all Local Municipal Electricity Distribution Companies regarding Late Payment Penalties**

On \_\_\_\_\_ 2010, the Ontario Superior Court of Justice approved a \$17,037,500 settlement of a class action regarding late payment penalties charged by Toronto Hydro and all other local municipal electricity distribution companies in Ontario at any time after April 1, 1981. The court also permitted Plaintiff Class members to opt out of the lawsuit by filing an opt out coupon by \_\_\_\_\_ 2010. Class members who do not opt out will be precluded from suing Toronto Hydro or any other local municipal electricity distribution company in Ontario individually regarding the subject late payment penalties.

You may obtain more information by visiting [www.electricitylatepaymentpenaltyclassaction.com](http://www.electricitylatepaymentpenaltyclassaction.com) or by contacting Theall Group LLP at 416-304-0115 attn: Dorothy Fong (email: [dfong@theallgroup.com](mailto:dfong@theallgroup.com)).

**Schedule D**  
(to implementation order - notice to Defendant Class)

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

Notice under the Ontario *Class Proceedings Act*

**TO ALL LOCAL MUNICIPAL  
ELECTRICITY DISTRIBUTION  
COMPANIES IN ONTARIO AND  
THEIR SUCCESSORS**

If your company is a local municipal electricity distribution company ("LDC") in Ontario (or the successor to an LDC) which charged late payment penalties at any time after April 1, 1981, this notice will be important to you. The court has approved the settlement of the class action against Toronto Hydro representing itself and all other LDCs in Ontario.

This notice is provided by order of the Honourable Justice Cumming of the Ontario Superior Court of Justice and explains:

1. The lawsuit;
2. The description of the Plaintiff Class;
3. The description of the Defendant Class;
4. The settlement terms of the lawsuit; and
5. How individual LDCs (or their successor corporations) may opt out of the Defendant Class
6. Financial consequences for the Defendant Class;
7. Other matters.

**1. THE LAWSUIT**

Jonathan Griffiths of Toronto and Tamar Pichette, formerly of Toronto, have sued Toronto Hydro representing itself and all other LDCs in Ontario for damages arising from allegedly excessive late payment penalties received by them, at any time after April 1, 1981.

The lawsuits claimed \$564 million in compensatory damages from Toronto Hydro and all other LDCs in Ontario on behalf of their customers who paid late payment penalties at any time after April 1, 1981.

Mr. Griffiths' and Ms. Pichette's two actions were consolidated into a single action by the court.

## **2. THE DESCRIPTION OF THE PLAINTIFF CLASS**

The class of customers on whose behalf the lawsuit was brought consists of:

All persons who:

- (a) are, or were, customers of:
  - (i) Toronto Hydro at any time after April 1, 1981, or
  - (ii) any other local municipal electricity distribution company in Ontario at any time after April 1, 1981, and
- (b) paid any Late Payment Penalties to Toronto Hydro or any other local municipal electricity distribution company in Ontario after April 1, 1981.

## **3. THE DESCRIPTION OF THE DEFENDANT CLASS**

The class of utilities against whom the lawsuit was brought consists of:

Toronto Hydro and all other local municipal electricity distribution companies (or their successor corporations) in Ontario which have charged Late Payment Penalties on overdue utility bills at any time after April 1, 1981.

For greater certainty, if a municipality sold the assets of a local municipal electricity distribution utility to Hydro One and the municipality retained liability for claims relating to late payment penalties, then the municipality is a member of the defendant class.

## **4. THE SETTLEMENT TERMS OF THE LAWSUIT**

The settlement provides for a payment of \$17,037,500 comprised of \$16,250,000 for claim and pre-judgment interest, \$750,000 for partial indemnity costs and \$37,500 for GST on such costs from Toronto Hydro, and all participating LDCs (or their successor corporations) in Ontario.

Toronto Hydro and 78 [update number] LDCs have consented to pay total of \$17,037,500 to settle this class action. LDCs which have not consented to contribute to the settlement, and which do not opt out, will have judgment issued against them for a *pro rata* share of \$17,037,500 based on service revenue. The said amount would be payable by June 30, 2011, and post judgment interest at the rate of 19.56% per year would be added after that date.

A full description of the settlement, including the amount of each LDC's share of the settlement, is contained in the implementation order dated \_\_\_\_\_ 2010 enclosed with this notice.

**5. HOW INDIVIDUAL LDCs (OR THEIR SUCCESSOR CORPORATIONS) MAY OPT OUT OF THE DEFENDANT CLASS**

*(a) How to be Included in the Defendant Class.*

The individual LDCs (or their successor corporations) will automatically be included in the Defendant Class unless they opt out of the Defendant Class in the manner and within the time stated in this notice.

*(b) How to be Excluded from the Defendant Class.*

To opt out of the Defendant Class an LDC (or its successor corporation) must follow a three step process:

1. It must file the Defendant Class Opt Out Coupon (see Appendix 1 to this Schedule) not later than \_\_\_[insert date 60 days after notices mailed to Defendant Class]\_\_\_ 2010 with Ogilvy Renault, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay St., P.O. Box 84, Toronto, Ontario, M5J 2Z4, Attn: Jennifer Teskey.

2. It must provide notice to the Plaintiff Class members who are its customers by mailing copies of notices (see Appendix 2 to this Schedule) with the bills to its current customers within 60 days after the date it filed the Defendant Class Opt Out Coupon with Ogilvy Renault. (Special notice provisions apply to Members of the Defendant Class which are municipalities that no longer render bills to current electricity customers - see paragraph 13(b) of the implementation order dated \_\_\_\_\_ 2010 enclosed with this notice.)



3. It must file an affidavit of service (see Appendix 3 to this Schedule) in the court file within 60 days after the date it filed the Defendant Class Opt Out Coupon with Ogilvy Renault.

The effective date of the opt out, and the date on which the limitation period on the claims asserted in the lawsuit resumes running, is 180 days after the affidavit of service is filed in the court file.

A Member of the Defendant Class which has filed a Consent and Waiver of Opt Out Rights may not opt out.

For full details of the opt out procedure see paragraphs 13-16 of the implementation order dated \_\_\_\_\_ 2010 enclosed with this notice.

#### **6. FINANCIAL CONSEQUENCES FOR THE DEFENDANT CLASS**

LDCs which have consented to the settlement will pay the amounts they agreed to pay.

An LDC which has not consented to this settlement, and which does not opt out, will be required to pay a share of \$17,037,500 as described above.

An LDC which has not consented to this settlement, and which does opt out, will not be required to pay anything in this lawsuit. However it may be sued in a separate individual or class action. In that event it may be required to pay the full amount of illegal late payment penalties it received, plus prejudgment interest and costs, without the discounts provided by the settlement described above.

#### **7. OTHER MATTERS**

Further information about the class action can be obtained by contacting Counsel for the Defendant Class: Ogilvy Renault, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay St., P.O. Box 84, Toronto, Ontario, M5J 2Z4, Attn: Jennifer Teskey.

The court papers in this case are available for inspection at the office of the Superior Court of Justice, Court House, 361 University Ave., Toronto, court file numbers 98-CV-158062 and 94-CQ-50878.

Please DO NOT CALL Justice Cumming or the registrar of the court. They will not be able to answer your questions about the case.

\_\_\_\_\_, 2010

**Schedule D - Appendix 1**

(to implementation order - Defendant Class opt out coupon)

**DEFENDANT OPT OUT COUPON**

To: Ogilvy Renault,  
Suite 3800,  
Royal Bank Plaza, South Tower,  
200 Bay St.,  
P.O. Box 84,  
Toronto, Ontario,  
M5J 2Z4,

Attn: Jennifer Teskey.

We wish to opt out of the Defendant Class in the *Griffiths v. Toronto Hydro-Electric System Limited* class action.

\_\_\_\_\_  
Authorized Signing Officer

Name of Utility:

*please print*

Address:

Postal code:

Telephone:

*Note: To opt out of the Defendant Class this coupon must be completed and received at the above address before [60 days after mailed notice], 2010. In addition, the utility must provide notice to the class and file an affidavit of service, as described in the above notice.*

**Schedule D - Appendix 2**

(to implementation order - mail notice to Plaintiff Class members who are customers of an opting out Defendant Class member)

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Notice published under the Ontario *Class Proceedings Act*

**TO ALL CUSTOMERS OF [*name of utility*]**

If you were a customer of [*name of utility, including any predecessor local municipal electricity distribution companies*] and paid late payment penalties at any time after April 1, 1981, this notice will be important to you. You may be entitled to compensation.

This notice is published by order of the Honourable Justice Cumming of the Ontario Superior Court of Justice and explains:

1. The lawsuit;
2. Your right to claim damages from [*name of utility*]; and
3. How you can obtain more information.

**1. The lawsuit**

Jonathan Griffiths of Toronto and Tamar Pichette, formerly of Toronto, each have sued Toronto Hydro for damages arising from allegedly excessive late payment penalties received by Toronto Hydro and other local municipal electricity distribution companies in Ontario, at any time after April 1, 1981.

The lawsuit, known as *Griffiths v. Toronto Hydro*, claimed \$564 million in compensatory damages from Toronto Hydro and from all other local municipal electricity distribution companies in Ontario on behalf of their customers who paid late payment penalties at any time after April 1, 1981.

Toronto Hydro and 78 [*update number*] other local municipal electricity distribution companies have agreed to pay a total of \$17,037,500 to settle this class action.

However, [name of utility] has decided to opt out of the *Griffiths v. Toronto Hydro* lawsuit. That means that you and other customers of [name of utility] who paid excessive late payment penalties will not receive any direct or indirect benefit from that lawsuit.

**2. Your right to claim damages from [name of utility];**

You have the right to claim damages from [name of utility] in an action on your own behalf or in a separate class action lawsuit against [name of utility]. Section 347 of Canada's *Criminal Code* prohibits charging interest at a rate over 60% per year. The Supreme Court of Canada has stated that a 5% late payment penalty, of the sort formerly charged by most local municipal electricity distribution companies in Ontario, is equivalent to an annual interest rate over 60% if the bill is paid within 38 days.

You, or any other customer of [name of utility], who paid a late payment penalty equivalent to an annual interest rate over 60% is entitled to start an individual action or a class action against [name of utility] on behalf of **all** customers of [name of utility including any predecessor local municipal electricity distribution companies] who paid such penalties.

If you wish to commence a class action against [name of utility], it is possible to retain lawyers on a contingent fee basis, so that you would not have to pay their legal fees personally. It is also possible to obtain funding from the Ontario Class Proceedings Fund which would protect you from any costs awards against you, and which would pay for out of pocket expenses such as court filing fees, transcripts, etc.

If no customer of [name of utility] starts an action, then [name of utility] will not have to repay any of the penalties it collected.

**3. How you can obtain more information.**

If you wish to obtain more information about your rights, and/or if you are interested in starting a class action against [name of utility] to obtain compensation, you may contact one of the lawyers for the Plaintiff Class:

**THEALL GROUP LLP**  
Barristers and Solicitors  
Suite 1410  
4 King Street West  
Toronto, Ontario

M5H 1B6

Dorothy Fong  
Tel: (416) 304-0115  
email: dfong@theallgroup.com

The court papers in this lawsuit are available for inspection at the office of the Superior Court of Justice, Court House, 361 University Ave., Toronto, Ontario, court file numbers 98-CV-158062 and 94-CQ-50878.

Please DO NOT CALL Justice Cumming or the registrar of the court. They will not be able to answer your questions about the case.

\_\_\_\_\_, 2010

**Schedule D - Appendix 3**

(to implementation order - affidavit of service on Plaintiff Class members)

Court File No. 98-CV-158062

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JONATHAN GRIFFITHS**

Plaintiff

- and -

**TORONTO HYDRO-ELECTRIC SYSTEM LIMITED**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**AFFIDAVIT OF SERVICE**

(Filed on behalf of [name of utility])

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_ in the  
of \_\_\_\_\_, MAKE OATH AND SAY:

1. I am the \_\_\_\_\_ of [name of utility] [if applicable add:  
which is the successor corporation to [name of utility]] and as such have  
knowledge of the matters to which I hereinafter depose.

2. On or about \_\_\_\_\_ 2010 [name of utility] filed a  
Defendant Opt Out Coupon with Ogilvy Renault LLP. A copy of the  
Defendant Opt Out Coupon is attached as Exhibit A to this affidavit.

3. Starting on \_\_\_\_\_ 2010 and ending on \_\_\_\_\_ 2010  
[name of utility] included notices, a copy of which is attached as Exhibit B  
to this affidavit, with its bills to all of its approximately \_\_\_\_\_  
current customers.

4. As of the date of this affidavit, approximately \_\_\_ of the  
notices have been returned as undeliverable.

SWORN BEFORE ME at the )  
of \_\_\_\_\_ in the )  
of \_\_\_\_\_, this )  
day of \_\_\_\_\_ 2010. )  
\_\_\_\_\_ )  
[name of deponent]

A Commissioner etc.



**Schedule E**  
(to implementation order - Consent and Waiver of Opt Out Rights)

Court File No. 94-CQ-50878

**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**TAMAR L. PICHETTE**

Plaintiff

- and -

**TORONTO HYDRO**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

AND

Court File No. 98-CV-158062

**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JONATHAN GRIFFITHS**

Plaintiff

- and -

**TORONTO HYDRO-ELECTRIC COMMISSION**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**Consent and Waiver of Opt Out Rights**

\_\_\_\_\_ hereby:

*(insert name of utility)*

1. consents to pay \$\_\_\_\_\_ to settle the claims against it by its customers who are members of the plaintiff class;

2. consents to a settlement substantially in the form contained in the Minutes of Settlement attached to the plaintiffs' Offer to Settle dated March 1, 2010 or as amended with the agreement of the defendant provided that no such amendment may, without the consent of \_\_\_\_\_

*insert name of Utility*  
affect the amount to be paid by it as set out above or the release in its favour upon payment;

3. waives its right to opt out of the Defendant Class referred to in the Minutes of Settlement attached to the plaintiffs' Offer to Settle dated March 1, 2010; and

4. acknowledges that the proposed settlement is subject to approval of the Ontario Superior Court of Justice and that if the court does not approve a settlement substantially in the form contained in the Minutes of Settlement attached to the plaintiffs' Offer to Settle dated March 1, 2010, or as amended in accordance with paragraph 2 above, then this Consent and Waiver of Opt Out Rights shall be null and void.

Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
Authorized Signing Officer

**Schedule F**  
(to implementation order - list of Defendant Class Members)

Name	Address
Asphodel-Norwood Distribution Incorporated c/o Peterborough Utilities Services Inc.	1867 Ashburnham Drive P.O. Box 4125, Station Main Peterborough, ON K0J 6Z5
Atitkokan Hydro Inc.	117 Gorrie Street, P.O. Box 1480 Atitkokan, ON POT 1C0
Aurora Hydro Connections Limited c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Barrie Hydro Distribution Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Belleville Electric Corp. c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Bluewater Power Distribution Corporation	855 Confederation Street Sarnia, ON N7T 7L6
Blue Mountains Energy Services, The c/o Collus Power Corp.	Box 189 43 Stewart Road Collingwood, ON L9Y 3Z5
Bobcaygeon Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Bradford-West Gwilliambury c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Brant County Power	65 Dundas Street East Paris, ON N3L 3H1
Brantford Power Inc.	84 Market Street P. O. Box 308

Name	Address
	Brantford, ON N3T 5N8
Brighton Distribution Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Brockville Utilities Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Brussels PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Burlington Hydro Inc.	1340 Brant Street Burlington, ON L7R 3Z7
Caledon Hydro Corporation c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Cambridge and North Dumfries Hydro Inc.	1500 Bishop Street P.O. Box 1060 Cambridge, ON N1R 5X6
Campbellford/Seymour Electric Distribution Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Canadian Niagara Power Inc.	1130 Batic Street P.O. Box 1218 Fort Erie, ON L2A 5Y2
Casselman Hydro Inc. c/o Hydro Ottawa Limited	3025 Albion Rd. N. P.O. Box 8700 Ottawa, ON K1G 3S4
Cavan-Millbrook-N. Monaghan PUC c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Centre Wellington Hydro Ltd.	730 Gartshore Street

Name	Address
	P.O. Box 217 Fergus, ON N1M 2W8
Chapleau Public Utilities Corp.	110 Lorne Street South P.O. Box 670 Chapleau, ON P0M 1K0
Chatham-Kent Hydro Inc.	320 Queen St. Chatham, ON N7M 5K2
Clearwater TWP. HEC c/o Collus Power Corp.	Box 189 43 Stewart Road Collingwood, ON L9Y 3Z5
Clinton Power Corp.	PO Box 520 Clinton, ON NOM 1L0
COLLUS Power Corp.	Box 189 43 Stewart Road Collingwood, ON L9Y 3Z5
Cooperative Hydro Embrun Inc.	821 Notre-Dame Street Suite 200 Embrun, ON KOA 1W1
Dashwood PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Dutton Hydro Inc.	199 Main Street Dutton, ON N0L 1J0
E.L.K. Energy Inc.	172 Forest Avenue Essex, ON N8M 3E4
Enersource Hydro Mississauga Inc.	3240 Mavis Road Mississauga, ON L5C 3K1
EnWin Utilities Ltd.	787 Ouellette Avenue P.O. Box 1625, Station "A" Windsor, ON

Name	Address
Erie Thames Powerlines Corporation	P.O. Box 157 Ingersoll, ON N5C 3K5
Erin Hydro Corporation c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Espanola Regional Hydro Distribution Corporation	598 Second Avenue Espanola, ON P5E 1C4
Essa Twp. HEC c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Essex Powerlines Corporation	360 Fairview Avenue West Suite 218 Essex, ON N8M 3G4
Fenelon Falls Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Fort Albany First Nation	P.O. Box 1 Fort Albany, ON POL 1H0
Fort Albany Power Corporation	P.O. Box 1 Fort Albany, ON POL 1H0
Fort Frances Power Corp.	320 Portage Avenue Fort Frances, ON P9A 3P9
Georgian Bay Energy Inc. (Chatsworth HS & Owen Sound PUC) c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Grand Valley Energy Inc. c/o Orangeville Hydro Limited	400 C Line P.O. Box 400, Stn A Orangeville, ON L9W 2Z7

Name	Address
Gravenhurst Hydro Electric Inc. c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Greater Sudbury Hydro Inc.	500 Regent Street P.O. Box 250 Sudbury, ON P3E 4P1
Grimsby Power Inc.	231 Roberts Road Grimsby, ON L3M 5N2
Guelph Hydro Electric Systems Inc.	395 Southgate Drive Guelph, ON N1G 4Y1
Haldimand County Hydro Inc.	1 Greendale Drive Caledonia, ON N3W 2J3
Halton Hills Hydro	43 Alice Street Acton, ON L7J 1Y9
Hamilton Hydro Inc.	55 John Street North Hamilton, ON L8N 3E4
Hearst Power Distribution Co. Ltd.	925 Alexandra Street P.O. Bag 5000 Hearst, ON POL 1N0
Hensall PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
Horizon Utilities Corporation	55 John Street North P.O. Box 2249 Stn LCD1 Hamilton, ON L8N 3E4
Hydro 2000 Inc.	265 rue St.-Philippe Street, C.P./P.O. Box 370 Alfred, ON K0B 1A0
Hydro Hawkesbury Inc.	850 Tupper Street Hawkesbury, ON K6A 3S7

Name	Address
Hydro One Brampton Networks Inc.	175 Sandalwood Pkwy West Brampton, ON L7A 1E8
Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Hydro One Remote Communities Inc.	483 Bay Street Toronto, ON M5G 2P5
Hydro Ottawa Limited	3025 Albion Rd. N. P.O. Box 8700 Ottawa, ON K1G 3S4
Hydro Vaughan Distribution Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Innisfil Hydro Distribution Systems Ltd.	2073 Commerce Park Drive Innisfil, ON L9S 4A2
Kapuskwasking PUC c/o Northern Ontario Wires Inc.	153 Sixth Ave. P.O. Box 640 Cochrane, ON P0L 1C0
Kashechewan First Nation	P.O. Box 240 Kashechewan, ON P0L 1S0
Kashechewan Power Corporation	P.O. Box 229 Kashechewan, ON P0L 1S0
Kenora Hydro Electric Corporation Ltd.	Box 2680 215 Mellick Avenue Kenora, ON P9N 3C6
Killaloe HEC c/o Ottawa River Power Corporation	283 Pembroke St. W. Pembroke, ON K8A 6Y6
Kingston Hydro Corporation	P.O. Box 790 Kingston, ON K7L 4X7
Kirkfield Hydro Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor



Name	Address
c/o Hydro One Networks Inc.	Toronto, ON M5G 2P5
Kitchener-Wilmot Hydro Inc.	P.O. 9010 301 Victoria St. South Kitchener, ON N2G 4L9
Lakefield Distribution Incorporated c/o Peterborough Utilities Services Inc.	1867 Ashburnham Drive P.O. Box 4125, Station Main Peterborough, ON K9J 6Z5
Lakefront Utilities Inc.	207 Division St. P.O. Box 577 Cobourg, ON K9A 4L3
Lakeland Power Distribution Ltd.	5-45 Cairns Crescent Huntsville, ON P1H 2M2
Lindsay Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
London Hydro Inc.	P.O. Box 2700 111 Horton Street London, ON N6A 4H6
Markham Hydro Distribution Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Middlesex Power Distribution	351 Frances St. Strathroy, ON N7G 2L7
Midland Power Utility Corporation	16984 Highway #12 P.O. Box 820 Midland, ON L4R 4P4
Millbrook Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Milton Hydro Distribution Inc.	8069 Lawson Road Milton, ON L9T 5C4

Name	Address
Minto Hydro Inc. c/o Westario Power Inc.	24 Eastridge Road R.R. #2 Walkerton, ON N0G 2V0
Mississippi Mills PUC c/o Ottawa River Power Corporation	283 Pembroke St. W. Pembroke, ON K8A 6Y6
Newbury Power Inc. c/o Middlesex Power	351 Frances St. Strathroy, ON N7G 2L7
Newmarket-Tay Power Distribution Ltd.	590 Steven Court Newmarket, ON L3Y 6Z2
Niagara Peninsula Energy Inc.	7447 Pin Oak Drive Box 120 Niagara Falls, ON L2E 6S9
New Tecumseth HEC c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Niagara-on-the-Lake Hydro Inc.	#8 Henegan Road P.O. Box 460 Virgil, ON L0S 1T0
Norfolk Power Distribution Inc.	P.O. Box 588 70 Victoria Street Simcoe, ON N3Y 4N6
North Bay Hydro Distribution Ltd.	P.O. Box 3240 North Bay, ON P1B 8Y5
Northern Ontario Wires Inc.	153 Sixth Ave. P.O. Box 640 Cochrane, ON P0L 1C0
Oakville Hydro Electricity Distribution Inc.	1 P.O. Box 861 Redwood Square Town of Oakville Oakville, ON L6J 5E3
Omeme Hydro Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor

Name	Address
c/o Hydro One Networks Inc.	Toronto, ON M5G 2P5
Orangeville Hydro Limited	400 C Line, P.O. Box 400 Orangeville, ON L9W 2Z7
Orillia Power Distribution Corporation	P.O. Box 398 360 West Street South Orillia, ON L3V 6J9
Oshawa PUC Networks Inc.	100 Simcoe Street South Oshawa, ON L1H 7M7
Ottawa River Power Corp.	283 Pembroke St. W. Pembroke, ON K8A 6Y6
Parry Sound Power Corporation	125 William Street Parry Sound, ON P2A 1V9
Penetanguishene HEC c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Peterborough Distribution Inc.	1867 Ashburnham Drive P.O. Box 4125 Main Station Peterborough, ON K9J 6Z5
Port Colborne Hydro Inc.	66 Charlotte Street Port Colborne, ON L3K 3C8
Port Hope HEC c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
PUC Distribution Inc.	765 Queen Street East P.O. Box 9000 Sault St. Marie, ON P6A 6P2
Quinte West Electric Distribution Company Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5

Name	Address
Renfrew Hydro Inc.	29 Bridge Ave. West Renfrew, ON K7V 3R3
Richmond Hill Hydro Inc. c/o Powerstream Inc.	161 Cityview Blvd. Vaughan, ON L4H 0A9
Rideau St. Lawrence Distribution Inc.	985 Industrial Road P.O. Box 699 Prescott, ON K0E 1T0
Scugog Hydro Electric Corporation c/o Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Seaforth PUC c/o Festival Hydro Inc.	P.O. Box 397 187 Erie Street Stratford, ON N5A 6T5
Severn TWP. HEC (1437908 Ontario Ltd.) c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Sioux Lookout Hydro Inc.	P.O. Box 908 25 Fifth Avenue Sioux Lookout, ON P8T 1B3
Stirling-Rawdon Electrical Dist. Corp. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
St. Catharines Hydro Utility Services Inc.	340 Vansickle Road P.O. Box 3083 St. Catharines, ON L2R 6R8
St. Mary's PUC c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
St. Thomas Energy Inc.	135 Edward Street St. Thomas, ON N5P 4A8
Tay Hydro Electric Distribution Company Inc.	590 Steven Court

Name	Address
c/o Newmarket-Tay Power Distribution Ltd.	Newmarket, ON L3Y 6Z2
Terrace Bay Superior Wires Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Thorold Hydro Corp. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Tillsonburg Hydro Inc.	200 Broadway 2 <sup>nd</sup> Floor Tillsonburg, ON N2G 5A7
Toronto Hydro-Electric System Limited	14 Carlton Street Toronto, ON M5R 1K5
Thunder Bay Hydro Electricity Distribution Inc.	34 North Cumberland Street Thunder Bay, ON P7A 4L4
Veridan Connections Inc.	55 Taunton Road East Ajax, ON L1T 3V3
Walkerton PUC (including Elmwood HS) c/o Westario Power Inc.	24 Eastridge Road R.R. #2 Walkerton, ON N0G 2V0
Wasaga Distribution Inc.	950 River Road West Wasaga Beach, ON L9Z 1A2
Waterloo North Hydro Inc.	P.O. Box 640 300 Northfield Drive East Waterloo, ON N2J 4A3
Welland Hydro-Electric System Corp.	P.O. Box 280 950 East Main Street Welland, ON L3B 5P6
Wellington Electric Distribution Company Inc. c/o Guelph Hydro Electric Systems	395 Southgate Drive Guelph, ON N1G 4Y1

Name	Address
Inc.	
Wellington North Power Inc.	290 Queen Street West P.O. Box 359 Mount Forest, ON NOG 2L0
West Coast Huron Energy Inc. (Goderich Hydro)	64 West Street Goderich, ON N7A 2K4
West Perth Power Inc.	169 St. David Street Mitchell, ON N0K 1N0
West Nipissing Energy Services Ltd. c/o Greater Sudbury Hydro Inc./Hydro du Grand Sudbury Inc.	500 Regent Street Sudbury, ON P3E 4P1
Westario Power Inc.	24 Eastridge Road R.R. #2 Walkerton, ON NOG 2V0
Whitby Hydro Electric Corporation	100 Taunton Road East P.O. Box 59 Whitby, ON L1N 5R8
Whitchurch-Stouffville Hydro (1437908 Ontario Inc.) c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Woodstock Hydro Services Inc.	16 Graham Street P.O. Box 1598 Woodstock, ON N4S 0A8
Woodville Hydro Inc. c/o Hydro One Networks Inc.	483 Bay Street North Tower, 15 <sup>th</sup> Floor Toronto, ON M5G 2P5
Zurich HS c/o Festival Hydro Inc.	P.O.Box 397 187 Erie Street Stratford, ON N5A 6T5
1382154 Ontario Ltd. (Brock HEC)	55 Taunton Road East

Name	Address
c/o Veridan Connections Inc.	Ajax, ON L1T 3V3
<b>Municipalities</b>	
Alisa Craig Hydro Committee c/o Municipality of North Middlesex	229 Parkhill Main Street, P.O. Box 9 Parkhill, ON NOM 2K0
Village of Arkona c/o The Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON NON LJO
Arnprior Hydro-Electric Commission	105 Elgin Street West Arnprior, ON K7S 0A8
Arran-Elderslie PUC c/o Municipality of Arran-Elderslie	P.O. Box 70 1925 Bruce Road #10 Chesley, ON NOG 1H0
Artemesia Township c/o The Municipality of Grey Highlands	206 Toronto Street South, Unit 1, P.O. Box 409 Markdale, ON NOC 1H0
Bancroft P.U.C. c/o Town of Bancroft	24 Flint Avenue P.O.Box 790 Bancroft, ON KOL 1C0
Blandford-Blenheim PUC c/o Township of Blandford-Blenheim	47 Wilmot St. Drumbo, ON NOJ 1G0
Township of Blyth c/o Township of North Huron	Municipal Office 274 Josephine Street P. O. Box 90 Wingham, ON NOG 2W0
Town of Carleton Place	175 Bridge Street Carleton Place, ON K7C 2V8
Centre Hastings c/o Municipality of Centre Hastings	11379 Highway #62 R.R. #5 Madoc, ON KOK 2K0

Name	Address
Chalk River Township c/o Town of Laurentian Hills	34465 Highway 17, RR #1 Deep River, ON K0J 1P0
Township of Champlain Township	948 Pleasant Corner Road East Vankleek Hill, ON K0B 1R0
Clarence-Rockland HEC c/o City of Clarence-Rockland	Municipal Office 1560 Laurier Street, Rockland, ON K4K 1P7
Town of Cobden c/o Township of Whitewater Region	44 Main Street Cobden, ON K0J 1K0
Deep River HEC	8 Hendale Avenue P.O. Box 340 Deep River, ON K0J 1P0
Deseronto Public Utilities Commission c/o Town of Deseronto	331 Main St. P.O. Box 310 Deseronto, ON K0K 1X0
Dryden Hydro c/o City of Dryden	30 Van Horne Avenue Dryden, ON P8N 2A7
Township of Durham c/o Municipality of West Grey	402813 Grey Rd 4, RR2 Durham, ON N0G 1R0
Dundalk Energy Services Inc. c/o Township of Southgate	185667 Grey Road #9 RR #1 Dundalk, ON N0C 1B0
Eganville PUC c/o Township of Bonnechere Valley	49 Bonneshere Street East P.O. Box 100 Eganville, ON K0J 1T0
Exeter HEC c/o The Corporation of the Municipality of South Huron	322 Main Street South P.O. Box 759 Exeter, ON NOM 1S6
Town of Forest c/o Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610



Name	Address
	Forest, ON N0N 1J0
Township of Georgina	26557 Civic Centre Road R.R. #2 Keswick, ON L4P 3G1
Glencoe PUC c/o Municipality of Southwest Middlesex	153 McKellar Street, P.O Box 218 Glencoe, ON N0L 1M0
Town of Grand Bend c/o The Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON N0N 1J0
The Town of the Greater Napanee	45 Commercial Court Napanee, ON K7R 4A2
Hastings Public Utilities c/o Trent Hills Municipality	66 Front Street, South P.O. Box 1030 Campbellford, ON K0L 1L0
Havelock-Belmont-Methuen c/o Township of Havelock - Belmont - Metheun	Box 10, 1 Ottawa Street East Havelock, ON K0L 1Z0
Lanark Highlands PUC	75 George Street P.O. Box 340 Lanark, ON K0G 1K0
The Corporation of the Township of Larder Lake	P.O. Box 40 Larder Lake, ON P0K 1L0
The Town of Latchford c/o The Corporation of The Town of Latchford	10 Main St., Hwy 11, P.O. Box 10 Latchford, ON P0J 1N0
Lucan Granton Hydro Electricity Commission	P.O. Box 190 Lucan, ON N0M 2J0
Township of Malahide	87 John Street South Aylmer, ON N5H 2C3

Name	Address
The Township of Mapleton	7275 Sideroad 16, Box 160 Drayton, ON NOG 1P0
Town of Markdale c/o The Municipality of Grey Highlands	206 Toronto Street South, Unit 1, P.O. Box 409 Markdale, ON NOC 1H0
The Municipality of Marmora and Lake	12 Bursthall St Marmora, ON KOK 2M0
McGarry Township Hydro System c/o The Township of McGarry	27 Webster Street, Virginiatown, ON POK 1X0
Municipality of Meaford	21 Trowbridge St. West, Meaford, ON N4L 1A1
The Middlesex Centre Municipal Office	10227  Ilderton Road, RR#2 Ilderton, ON NOM 2A0
Nipigon Hydro Electric Commission c/o Township of Nipigon	52 Front Street P.O. Box 160 Nipigon, ON POT 2J0
Town of North Dorchester c/o Municipality of Thames Centre	4305 Hamilton Rd. Dorchester, ON NOL 1G3
Township of North Dundas	636 St. Lawrence Street P.O. Box 489 Winchester, ON KOC 2K0
North Glengarry Twp. HEC	PO Box 700 90 Main Street South Alexandria, ON KOC 1A0
North Grenville Twp. HEC c/o The Corporation of the Municipality of North Grenville	285 County Road #44 Kemptonville, ON KOG 1J0

Name	Address
North Perth Utility Commission c/o The Municipality of North Perth	330 Wallace Ave. N., Listowel, ON N4W 1L3
North Stormont Twp. HEC	15 Union St., P.O. Box 99 Berwick, ON KOC 1G0
Warkworth Hydro System c/o The Township of Trent Hills	Box 1030, 66 Front Street South Campbellford, ON K0L 1L0
The Corporation of the Town of Perth (formerly Perth PUC) c/o The County of Lanark	80 Gore Street East Perth, Ontario K7H 1H9
South Glengarry Twp. PUC	6 Oak Street, P.O. Box 220 Lancaster, ON KOC 1N0
Township of Perth East	25 Mill Street E P.O. Box 455 Milverton, ON NOK 1M0
Prince Edward Hydro Inc.	332 Main Street, Drawer 1550 Picton, ON KOK 2T0
Town of Rainy River	PO Box 488 Rainy River, ON POW 1L0
Ramara Township HEC	2297 Highway 12, PO Box 130 Brechin, ON LOK 1B0
The Township of Red Rock (Red Rock Hydro Service)	PO Box 447 42 Salis Street Red Rock, ON POT 2P0
Russell H.S.	P.O. Box 215 Russell, ON K4R 1C9
Schreiber Hydro Electric Commission c/o Township of Schreiber	608 Winnipeg Street P.O. Box 40 Schreiber, ON POT 2S0
Town of Shelburne	203 Main Street East

Name	Address
	Shelburne, ON LON 1S0
Smiths Falls HEC	P.O. BOX 695, 77 Beckwith St. N. Smiths Falls, ON K7A 4T6
S.B.P. (Warton HEC) c/o Town of South Bruce Peninsula	315 George Street, PO Box 310, Warton, ON NOH 2T0
South River PUC Township of South River	63 Marie Street P.O. Box 310 South River, ON POA 1X0
The Corporation of the Township of Springwater/Twp. HEC	2231 Nursery Road Minesing, ON LOL 1Y2
Town of Thedford c/o The Municipality of Lambton Shores	7883 Amtelecom Parkway P.O. Box 610 Forest, ON NON 1J0
Thessalon Hydro Distribution Corp.	PO Box 220 187 Main Street Thessalon, ON POR 1L0
Tweed HEC	255 Metcalf Street Postal Bag 729 Tweed, ON KOK 3J0
Wardsville HEC	153 McKellar Street, Box 218 Glencoe, ON NOL 1M0
Municipality of West Elgin	22413 Hoskins Line PO Box 490 Rodney, ON NOL 2C0
Town of Thorndale c/o Municipality of Thames Centre	4305 Hamilton Rd, Dorchester, ON NOL 1G3
Town of Plympton-Wyoming	546 Niagara Street, Box 250 Wyoming, ON NON 1T0

Name	Address
The Corporation of Loyalist Township c/o Bath Hydro Electric Commission	Main Office: 613-386-7351 Box 70, 263 Main Street Odessa, ON K0H 2H0
Terrace Bay Superior Wires Inc.	P.O. Box 40 1 Selkirk Avenue, Terrace, Bay ON POT 2W0

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**Schedule H**  
(to implementation order - List of Administrators)

<b>Name of Utility</b>	<b>Administrator</b>
1 Atikokan Hydro Inc.	UWGT
2 Barrie Hydro Dist. Inc.	UWGT
BRADFORD-WEST GWILLIMBURY PUC	UWGT
ESSA TWP. HEC	UWGT
NEW TECUMSETH HEC	UWGT
PENETANGUISHENE HEC	UWGT
3 Bluewater Power Distribution Corporation	UWGT
4 Brant County Power Inc.	UWGT
5 Brantford Power Inc.	UWGT
6 Burlington Hydro Inc.	UWGT
7 Cambridge & North Dumfries Hydro Inc.	UWGT
8 Centre Wellington Hydro Ltd.	UWGT
9 Chapleau Public Utilities Corp.	UWGT
10 Chatham-Kent Hydro Inc.	UWGT
DUTTON HYDRO INC.	UWGT
11 Clinton Power Corp.	UWGT
12 COLLUS Power Corp.	UWGT
CLEARVIEW TWP. HEC	UWGT
THE BLUE MOUNTAINS ENERGY SERVICES	UWGT
13 Cooperative Hydro Embrum Inc.	UWGT
14 E.L.K. Energy Inc.	UWGT
15 Enersource Hydro Mississauga Inc.	UWGT
16 Enwin Powerlines Inc. & Enwin Utilities	UWGT
17 Erie Thames Powerlines Corp.	UWGT
18 Espanola Regional Hydro Distribution Corp.	UWGT
19 Essex Power Lines Corp.	UWGT
20 Festival Hydro Inc.	UWGT
BRUSSELS PUC	UWGT
DASHWOOD HS	UWGT
HENSALL PUC	UWGT
SEAFORTH PUC	UWGT
ST. MARYS PUC	UWGT
ZURICH HS	UWGT
21 Fort Frances Power Corp.	UWGT
22 Greater Sudbury Hydro Inc.	UWGT
WEST NIPISSING ENERGY SERVICES LTD.	UWGT
23 Grimsby Power Inc.	UWGT
24 Guelph Hydro Electric	UWGT
WELLINGTON ELECTRIC DIST. CO. INC.	UWGT



25	Haldimand County Hydro Inc.	UWGT
26	Halton Hills Hydro Inc.	UWGT
27	Hearst Power Distribution Co. Ltd.	UWGT
28	Horizon Utilities Corporation	UWGT
	HAMILTON HYDRO INC.	UWGT
	ST. CATHARINES HYDRO UTILITY SERVICES INC.	UWGT
29	Hydro 2000 Inc.	UWGT
30	Hydro Hawkesbury Inc.	UWGT
31	Hydro One Brampton Networks	UWGT
32	Hydro One Networks Inc.	UWGT
	BOBCAYGEON HEC	UWGT
	BRIGHTON DISTRIBUTION INC.	UWGT
	BROCKVILLE UTILITIES INC.	UWGT
	CALEDON HYDRO CORP.	UWGT
	CAMPBELLFORD/SEYMOUR ELEC. DIST. INC.	UWGT
	CAVAN-MILLBROOK-N.MONAGHAN PUC	UWGT
	ERIN HEC	UWGT
	FENELON FALLS BD OF LIGHT & POWER	UWGT
	GEORGIAN BAY ENERGY INC. (Chatsworth HS & Owen Sound PUC)	UWGT
	KIRKFIELD HS	UWGT
	LINDSAY HEC	UWGT
	OMEMEE HEC	UWGT
	QUINTE WEST ELECTRIC DIST. CO. INC.	UWGT
	SEVERN TWP. HEC (1437908 ONTARIO LTD.)	UWGT
	STIRLING-RAWDON ELECTRICAL DIST. CORP.	UWGT
	THOROLD HYDRO CORP.	UWGT
	WHITCHURCH-STOUFFVILLE HEC	UWGT
	WOODVILLE HES	UWGT
33	Hydro One Remote Communities	UWGT
34	Hydro Ottawa Ltd.	UWCO <sup>1</sup>
	CASSELMAN HYDRO INC.	UWGT
35	Innisfil Hydro Distribution Systems Ltd.	UWGT
36	Kenora Hydro Electric Corp. Ltd.	UWGT
37	Kingston Electricity Distribution Ltd. 142446 Ontario Ltd.	UWGT
38	Kitchener-Wilmot Hydro Inc.	UWGT
39	Lakefront Utilities Inc.	UWGT
40	Lakeland Power Dist. Ltd.	UWGT
41	London Hydro Utilities Services Inc.	UWGT
42	Middlesex	UWGT
	NEWBURY POWER INC.	UWGT
43	Midland Power Utility Corp.	UWGT
44	Milton Hydro Dist. Inc.	UWGT
45	Newmarket- Tay Power Distribution Ltd.	UWGT
	TAY HYDRO ELECTRIC DISTRIBUTION CO. INC.	UWGT
	NEWMARKET HYDRO LTD.	UWGT
46	Niagara on the Lake Hydro Inc.	UWGT

47	Niagara Peninsula Energy Inc. (Niagara Falls, PenWest)	UWGT
	PENINSULA WEST UTILITIES LTD.	UWGT
48	Norfolk Power Distribution Co. Ltd.	UWGT
49	North Bay Hydro Distribution Ltd.	UWGT
50	Northern Ontario Wires Inc.	UWGT
	KAPUSKASING PUC	UWGT
51	Oakville Hydro Electricity Distribution Inc.	UWGT
52	Orangeville Hydro Ltd.(Grand Valley)	UWGT
	GRAND VALLEY ENERGY INC.	UWGT
53	Orillia Power Distribution Corp.	UWGT
54	Oshawa PUC Networks Inc.	UWGT
55	Ottawa River Power Corp	UWGT
	KILLALOE HEC	UWGT
	MISSISSIPPI MILLS PUC	UWGT
56	Parry Sound Power Corp.	UWGT
57	Peterborough Distribution Inc.	UWGT
	LAKEFIELD DIST. INC.	UWGT
	ASPHODEL-NORWOOD DIST. INC.	UWGT
58	Powerstream Inc.	UWGT
	RICHMOND HILL HYDRO INC.	UWGT
	AURORA HYDRO CONNECTIONS LTD.	UWGT
	HYDRO VAUGHAN DISTRIBUTION INC.	UWGT
	MARKHAM HYDRO DISTRIBUTION INC.	UWGT
59	PUC Distribution Inc.	UWGT
60	Renfrew Hydro Inc.	UWGT
61	Rideau St. Lawrence Dist. Inc.	UWGT
62	Sioux Lookout Hydro Inc.	UWGT
63	St. Thomas Energy Inc.	UWGT
64	Thunder Bay Hydro Electricity Dist. Inc.	UWGT <sup>2</sup>
65	Toronto Hydro-Electric System Limited	UWGT
66	Tillsonburg Hydro Inc.	UWGT
67	Veridian Connections Inc.	UWGT
	1382154 ONTARIO LTD. [Brock HEC]	UWGT
	BELLEVILLE ELECTRIC CORP.	UWGT
	PORT HOPE HEC	UWGT
	GRAVENHURST HYDRO ELECTRIC INC.	UWGT
	SCUGOG HYDRO ENERGY CORP.	UWGT
68	Wasaga Distribution Inc.	UWGT
69	Waterloo North Hydro Inc.	UWGT
70	Welland Hydro-Electric System Corp.	UWGT
71	Wellington North Power Inc.(Wellington)	UWGT
72	West Coast Huron Energy Inc.(Goderich Hydro)	UWGT
73	West Perth Power Inc.	UWGT
74	Westario Power Inc.	UWGT
	MINTO HYDRO INC.	UWGT
	WALKERTON PUC (including Elmwood HS)	UWGT

<sup>2</sup> United Way of Greater Toronto ("UWGT")

75	Whitby Hydro Electric Corp.	UWGT
76	Woodstock Hydro Services Inc.	UWGT

**Municipalities - Utility Asset Purchases by Hydro One Networks Inc.**

77	AILS CRAIG HS January 1 to November 30, 2000	UWGT
78	ARKONA HEC January 1 to December 19, 2000	UWGT
79	ARNPRIOR HEC	UWGT
80	ARRAN-ELDERSLIE PUC	UWGT
81	ARTEMESIA TWP. HEC January 1 to April 28, 2000	UWGT
82	BANCROFT PUC	UWGT
83	BATH HEC	UWGT
84	BLANDFORD-BLENHEIM PUC	UWGT
85	BLYTH HEC	UWGT
86	CARLETON PLACE HEC January 1 to August 29, 2000	UWGT
87	CENTRE HASTINGS HEC	UWGT
88	CHALK RIVER HEC January 1 to June 28, 2000	UWGT
89	CHAMPLAIN TWP. PUC	UWGT
90	CLARENCE-ROCKLAND HEC	UWGT
91	COBDEN HS January 1 to June 29, 2000	UWGT
92	DEEP RIVER HEC January 1 to December 14, 2000	UWGT
93	DESERONTO PUC	UWGT
94	DRYDEN HEC	UWGT
95	DUNDALK ENERGY SERVICES INC.	UWGT
96	DURHAM HEC January 1 to November 22, 2000	UWGT
97	EGANVILLE PUC	UWGT
98	EXETER HEC	UWGT
99	FOREST PUC	UWGT
100	GEORGINA HEC	UWGT
101	GLENCOE PUC	UWGT
102	GRAND BEND PUC January 1 to November 30, 2000	UWGT
103	HASTINGS PUC	UWGT
104	HAVELOCK-BELMONT-METHUEN HEC	UWGT
105	LANARK HIGHLANDS TWP. PUC	UWGT
106	LARDER LAKE HEC January 1 to January 14, 2001	UWGT
107	LATCHFORD HEC	UWGT
108	LUCAN/GRANTON HEC	UWGT
109	MALAHIDE TWP. HEC January 1 to November 30, 2000	UWGT
110	MAPLETON TWP. HEC	UWGT
111	MARKDALE HS	UWGT
112	MARMORA HEC	UWGT
113	McGARRY TWP. HS	UWGT
114	MEAFORD PUC	UWGT
115	MIDDLESEX CENTRE TWP. HEC Jan.1 to November 27, 2000	UWGT
116	NAPANEE HEC	UWGT
117	NIPIGON TWP. HEC	UWGT
118	NORTH DORCHESTER TWP. PUC Jan.1 to December 21, 2000	UWGT

119	NORTH DUNDAS TWP. HEC	UWGT
120	NORTH GLENGARRY TWP. HEC	UWGT
121	NORTH GRENVILLE TWP. HEC	UWGT
122	NORTH PERTH UTILITY COMMISSION	UWGT
123	NORTH STORMONT TWP. HEC	UWGT
124	PERTH EAST TWP. HEC	UWGT
125	PERTH PUC	UWGT
126	PRINCE EDWARD HYDRO INC.	UWGT
127	RAINY RIVER HYDRO INC.	UWGT
128	RAMARA TWP. HEC	UWGT
129	RED ROCK TWP. HS	UWGT
130	RUSSELL HS January 1 to August 15, 2000	UWGT
131	S.B.P. ENERGY INC. [Wiarion HEC]	UWGT
132	SCHREIBER TWP. HEC	UWGT
133	SHELBURNE HEC January 1 to December 18, 2000	UWGT
134	SMITHS FALLS HEC	UWGT
135	SOUTH GLENGARRY TWP. PUC	UWGT
136	SOUTH RIVER PUC	UWGT
137	SPRINGWATER TWP. HEC	UWGT
138	TERRACE BAY SUPERIOR WIRES INC.	UWGT
139	THEDFORD HEC January 1 to December 11, 2000	UWGT
140	THESSALON HYDRO DISTRIBUTION CORP.	UWGT
141	THORNDALE HS	UWGT
142	TWEED HEC	UWGT
143	WARDSVILLE HEC	UWGT
144	WARKWORTH HS	UWGT
145	WEST ELGIN HEC	UWGT
146	WYOMING HEC January 1 to December 8, 2000	UWGT

Fraser L. Pichette  
Plaintiff

-and-

Toronto Hydro-Electric Commission  
Defendant

Court File No: 94-CQ-50878

Jonathan Griffiths  
Plaintiff

-and-

Toronto Hydro-Electric Commission  
Defendant

Court File No: 98-CV-158062

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT TORONTO

**IMPLEMENTATION ORDER**

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Toronto, Ontario, M5X 1B2

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