

Hydro One Networks Inc.

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BY EMAIL AND RESS

November 11, 2022

Ms. Nancy Marconi
Registrar
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON M4P 1E4

Dear Ms. Marconi,

EB-2022-0234 – s.74 (SAA) – Application for Hydro One Networks Inc. to Connect One Industrial Customer located at 626 Principale St. in Casselman – Interrogatory Responses

In accordance with Procedural Order 1, issued October 7, 2022, please find enclosed Hydro One Networks Inc's interrogatory responses.

A copy of this cover letter and the enclosed interrogatory responses have been filed in text-searchable electronic form through the Ontario Energy Board's Regulatory Electronic Submission System.

Sincerely,



Joanne Richardson

C/ Intervenors of record (electronic only)

OEB STAFF INTERROGATORY - 01

Reference:

1. [Filing Requirements for Service Area Amendment Applications](#), March 12, 2007
2. Hydro One [Service Area Amendment Application](#), August 18, 2022
3. Hydro Ottawa [Contested Service Area Amendment Application](#), September 2, 2022

Interrogatory:

Ref. 1, Section 7.1.1 (c) requires an applicant to provide contact information for “every affected customer, landowner, and developer in the area that is the subject of the SAA application”.

Information provided under section 7.1.1 (c) on p. 3 of Ref. 2 lists as “The Registered Owner/Developer or Customer(s)” the following entities: Ford Motor Company of Canada, Limited; and Claudio Bertone. Information in Attachment 1 to Hydro One’s Application identifies Claudio Bertone as Vice President of Highway 417 Casselman LP (Highway 417).

- a) Please confirm that Claudio Bertone or Highway 417 is both the Registered Owner/Developer and the “Customer” for the purposes of Hydro One’s Offer to Connect. If not, please identify the customer for the purposes of Hydro One’s Offer to Connect.
- b) Please confirm that Ford Motor Company of Canada, Limited is expected to be the serving distributor’s account holder.
- c) Please confirm that Claudio Bertone is authorized by Ford Motor Company of Canada, Limited to represent its interests in relation to the connection; and in this proceeding.

Ref. 1, Section 7.1.2 requires that an applicant indicate the reasons why the amendment should occur and identify any load transfers eliminated by the proposed service area amendment. In Ref. 2 Hydro One lists a number of reasons, including that “Hydro One’s proposed connection ...provides the Customer with greater levels of transparency in the service provider and customer relationship should an outage ever be caused by a pole failure.” (p. 5)

- d) Please elaborate on the “greater levels of transparency”. Will power restoration time be shortened if Hydro One provides the service to this Customer instead of Hydro Ottawa?

Ref. 1 section 7.2.1 requires an applicant to “provide a comparison of the economic and engineering efficiency for the applicant and the incumbent distributor”.

1 e) Does Hydro One accept all of Hydro Ottawa’s responses in Ref. 3 in relation to section
2 7.2.1 of Ref. 1 as appropriate for comparison purposes?

3
4 f) If not, please list the responses Hydro One believes are not acceptable and explain
5 why.

6
7 Hydro One states on p. 5 of Ref. 2 that “...Hydro Ottawa would require utilizing Hydro One
8 owned poles for approximately 1km and operate as a joint use tenant on Hydro One’s
9 poles to connect the Customer.”

10
11 g) Please confirm that the part of Hydro One’s distribution system that the “proposed
12 connection lies along” is, in whole or in part, the part of Hydro One’s distribution system
13 that Hydro One suggests Hydro Ottawa would use as a “joint use tenant” to connect
14 the customer.

15
16 Ref. 1, section 7.2.1 f) requires information that compares assessments as to “whether
17 the proposed SAA enhances, or at a minimum does not decrease, the reliability of the
18 infrastructure in the area that is the subject of the SAA application and in regions adjacent
19 to the area that is the subject of the SAA application over the long term” (p. 6).

20
21 Hydro One (Ref. 2; p. 10) addresses this requirement thus: “This new connection will not
22 impact the reliability of the infrastructure surrounding the Subject Area”. Hydro Ottawa
23 (Ref. 3; p. 11) states: “The proposed system expansion is not in a forested area and the
24 customer will be connected to the main distribution system using a fused switch for
25 protection. Therefore the proposed SAA does not decrease the reliability to the
26 infrastructure in the area.”

27
28 h) If question g) was answered in the affirmative, does Hydro One agree that the reliability
29 of the infrastructure surrounding the Subject area will not be affected regardless of
30 distributor?

31
32 Ref. 1, section 7.2.1 g) requires comparative “information on whether the proposed
33 infrastructure will provide for cost-efficient expansion if there is growth potential in the area
34 that is the subject of the SAA application and in regions adjacent to the area that is the
35 subject of the SAA application”

36
37 i) Hydro One (Ref. 2; p. 10) states that it has “...assets that lie along the property that
38 can meet reasonably expected future growth in a cost-efficient manner.” Please
39 confirm that Hydro One’s ability to serve future load growth in Hydro One’s adjacent

1 service area in a cost-efficient manner would not be affected by the addition of the
2 assets required to serve the subject customer.

3
4 In response to the requirement under Ref. 1 section 7.3.2 for information on “any impacts
5 on costs, rates, service quality, and reliability for customers in the area that is the subject
6 of the SAA application that arise as a result of the proposed SAA”, Hydro One (Ref. 2; p.
7 11) states in part that approval of its SAA “will not result in any negative impacts on cost,
8 rates, service quality, and reliability.”

9
10 In response to the same requirement, Hydro Ottawa provides a bill comparison (Ref. 3;
11 Attachment 1; p. 4) and states (Ref. 3; p.11) in part that in its estimation, “...the distribution
12 rates paid by this customer will be lower [if the customer is served by Hydro Ottawa] than
13 if they are transferred to Hydro One.”

14
15 j) Please provide a Table comparing the estimated monthly charges to the subject
16 customer that would obtain under currently applicable Hydro One and Ottawa Hydro
17 rates.

18
19 In response to the requirement under Ref. 1 section 7.3.3 for the same information as
20 required under section 7.3.2 but in relation to customers “**outside** the area that is the
21 subject of the SAA application” [original emphasis], Hydro Ottawa states, in part:

22
23 “Hydro One customers may benefit from the expansion work. This assumption is based
24 on the fact that no residual value appears to be provided to Hydro Ottawa in the Hydro
25 One quote related to the pole line upgrade. As such, it is assumed the poles have reached
26 the end of their financial useful life and Hydro Ottawa will be taking on the replacement
27 costs, which is offset by the customers future revenue, to replace them.” (Ref. 3; p. 12)

28
29 k) Please comment on Hydro Ottawa’s assumptions in the above-quoted passage.

30
31 As required under section 7.4 of Ref. 1 – ‘Customer Preference’, Hydro One (Ref. 2; Att.
32 1) provides a letter to Hydro One from the developer expressing the latter’s preference for
33 Hydro One as distributor. The letter states in part:

34
35 “We have been informed by Hydro One, that you will be able to
36 supply our development project with Hydro Power, more rapidly and
37 more economically than any other alternative supplier. As a result,
38 please consider this letter as our intent to have Hydro One as our
39 service provider.”

1 Hydro Ottawa (Ref. 3; p. 14) states "...[I]t is not clear from the letter if the final customer
2 has been provided rates of both distributors."

3
4 l) Has Hydro One provided comparative rate information to either the developer or the
5 "final customer" (identified by Hydro Ottawa as Ford Motor Company, Limited on p. 3
6 of its cover letter to Ref. 3)?

7
8 OEB staff understands from Ref. 3, p. 15 that Hydro Ottawa's offer to connect was
9 provided to the customer on August 26, 2022 – that is, after Hydro One had filed its
10 Application. Accordingly, OEB staff believes Hydro One may not have been able to
11 provide a comparison of its offer to connect with Hydro Ottawa's, as required under section
12 7.5.4 of Ref. 1.

13
14 m) Please indicate whether Hydro One believes the information Hydro Ottawa filed in Ref.
15 3 in relation to section 7.5.4 of Ref. 1 is consistent with Hydro One's understanding of
16 the two offers, and if not, provide the details of any issues Hydro One may have with
17 the information provided.

18
19 **Response:**

20 a) Confirmed. The Subject Area will house Ford Motor Company of Canada, Limited as
21 a future tenant.

22
23 b) During the term of their lease Ford Motor Company of Canada, Limited is expected to
24 be the serving distributor's account holder once the facility is operating. Prior to that,
25 the account holder is Claudio Bertone.

26
27 c) Please refer to part a) and part b). Claudio Bertone is the owner of 626 Principale
28 Street and Hydro One's current customer at this location.

29
30 d) For context, the extract reads "*Hydro One's proposed connection ... provides the*
31 *Customer with greater levels of transparency in the service provider and customer*
32 *relationship should an outage ever be caused by a pole failure.*" The language
33 regarding *greater level of transparency* was intended to convey that in the event of a
34 pole failure the Customer will have direct communication with the utility that will be
35 physically restoring service. Hydro One believes this is consistent with the OEB's long-
36 term load transfer elimination principles that align the distributor the Customer is being
37 billed by, with the distributor the Customer is physically served by. The language was
38 not intended to convey that restoration times would improve if served by Hydro One.

- 1 e) No, Hydro One does not accept all of Hydro Ottawa's responses in Reference 3 in
2 relation to section 7.2.1 of Ref. 1 as appropriate for comparison purposes.
3
- 4 f) Hydro One understands the question to be limited to Hydro One's concerns with the
5 responses provided in section 7.2.1 of Reference 3. In so doing, Hydro One will also
6 provide reasons for why the responses in section 7.2 of Reference 3 are also
7 inappropriate given that the filing requirements in 7.2.1 are in light of the utilities'
8 response to section 7.2, i.e, they are intertwined. With that lens, Hydro One highlights
9 the following concerns with the responses provided by Hydro Ottawa:

10
11 **Section 7.2**

12
13 Hydro Ottawa's submissions begin by outlining that the Hydro Ottawa substation and
14 distribution system were constructed to service the whole municipality, which includes
15 the subject customer at 626 Principale Street, Casselman. Hydro Ottawa's
16 submissions are that if they serve the Customer it results in a better utilization of the
17 station capacity that Hydro Ottawa and its customers have already invested in. Hydro
18 Ottawa also suggests that allowing Hydro One to serve this customer reduces Hydro
19 Ottawa's economic feasibility of appropriate revenues from sources within the
20 municipality and service territory of Hydro Ottawa to support the distribution system
21 which Casselman relies on.
22

23 These submissions are inappropriate for comparison purposes for multiple reasons
24 including reasons already articulated by the OEB in the Combined Hearing Decision
25 at paragraph 246:
26

27 What is true for Hydro One is also true for every other distribution system
28 operator. All [distributors] seek to access connection opportunities which
29 will improve the overall ratio of revenue to fixed cost. In every connection
30 proposal the prime consideration must be whether the connection is being
31 effected in a manner that optimizes the resources reasonably brought to
32 bear on the location. The simple fact that a distribution system operator has
33 a defined service area does not guarantee that it will be insulated from
34 competing systems, who can demonstrate that their proposal is more
35 economically efficient. The efficient and optimized development of the
36 distribution system is a higher value than the interests of any single
37 operator within the system¹.

¹ RP-2003-0044 - OEB Combined Hearing Decision with Reasons, February 27, 2004 – Paragraph 246

1 Hydro Ottawa responses as provided above conflict with these OEB findings in the
2 Combined Hearing Decision.

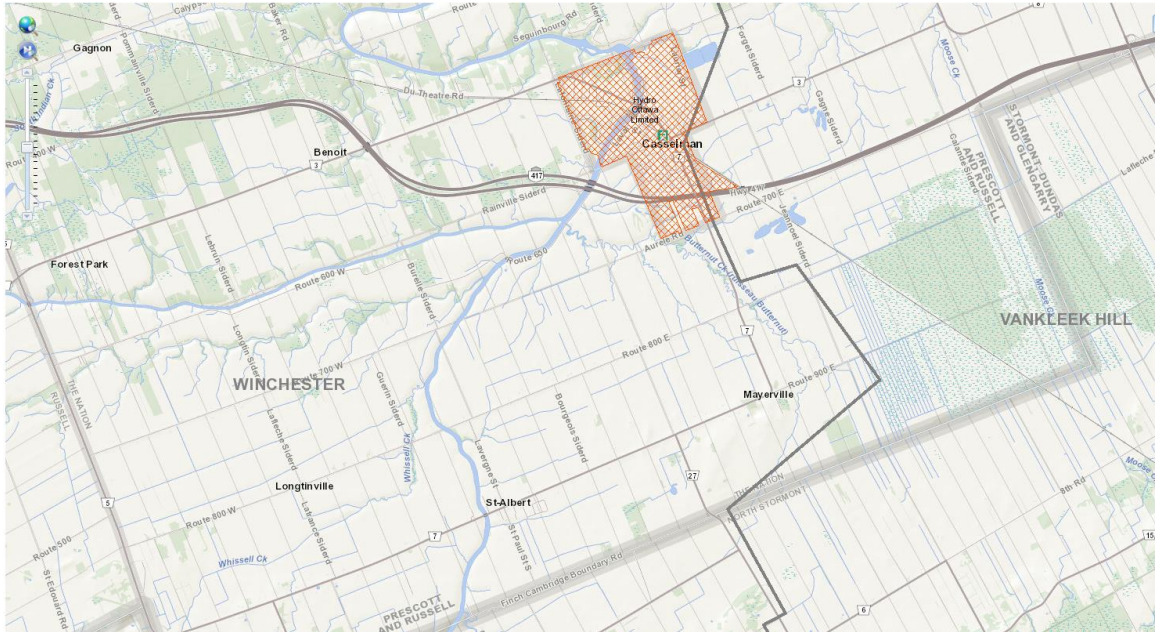
3
4 The optimization of existing distribution system facilities is precisely what the Hydro
5 One SAA is predicated upon. To opine that Hydro Ottawa should benefit from the
6 Customer's revenues because of a load assumption that Hydro Ottawa has previously
7 made that may have resulted in investments in an over-sized distribution station
8 ignores the prudence and cost effectiveness of this investment decision. It ignores the
9 simple fact that the customers of Hydro One would also benefit by having more
10 revenue collected to offset their fixed costs, and that Hydro One has already invested
11 in assets to serve Hydro One's customers south of Highway 417, including the large
12 area immediately south of the southern boundary of the Subject Area and the southern
13 limits of the Municipality of Casselman.

14
15 Hydro Ottawa's position does not consider the efficient and optimized development of
16 the distribution system as a whole. As articulated in the extract of the Combined
17 Hearing Decision, Hydro One is also attempting to improve its overall ratio of revenue
18 to fixed costs; fixed costs that specifically have been invested to serve Hydro One
19 customers. Hydro Ottawa still needs to invest a large amount of money to connect the
20 new customer, through a system expansion whereas Hydro One can connect the
21 customer at the least incremental cost for the distribution system as a whole and
22 avoids unnecessary expenditures.

23
24 Attachment 1 of this interrogatory response is a map on the record of this proceeding
25 that shows the subject area and surrounding area at a scale of 1:10,000. The shaded
26 area being the Hydro Ottawa service territory and the unshaded being Hydro One.
27 Map 1 below provides a wider lens and highlights the large Hydro One served territory
28 south of Highway 417 that the facilities currently serving 626 Principale are a part of;
29 facilities that have been paid for by Hydro One customers. For clarity, everything that
30 is checkered in Map 1 is Hydro Ottawa's service territory, limited in this area by the
31 boundaries of the Municipality of Casselman. The rest of the map is all Hydro One
32 territory served by Hydro One infrastructure that has been paid for by Hydro One
33 customers. A decision that prohibits Hydro One from serving the Subject Area would
34 be ignoring the scale of the distributor in question and the investment in facilities that
35 has been made by Hydro One south of Highway 417 where only Hydro One customers
36 currently reside and where no Hydro Ottawa distribution plant exists irrespective of
37 Hydro Ottawa's non-contiguous geographic service territory to the north of the Subject
38 Area. The north-south boundary established by Highway 417 maintains and/or
39 enhances the clear and well-defined boundary established by the provincial highway
40 between utilities.

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Map 1



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4

In short, absent artificial electrical borders (i.e., taking a holistic distribution system perspective) it is extremely difficult for Hydro One to understand how it would be prudent and cost effective to extend an 8.32kV circuit approximately 1km away to serve a customer when a separate and more reliable 8.32kV circuit is already at the doorstep of the same customer with no expansion required.

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Section 7.2.1 (a)

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The response provided by Hydro Ottawa to this filing requirement does not identify the location of the point of delivery and simply states the feeder that will be utilized to serve the Customer. As identified in section 7.1.4 (f) of the Hydro Ottawa submission, Hydro Ottawa has 8.32kV overhead distribution feeders at Principale Street and LaFleche Boulevard. Hydro Ottawa would extend this system approximately 850m south to [connect the Customer].

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Section 7.2.1 (b)

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The Hydro Ottawa documentation provided for this filing requirement does not identify the proximity of the proposed connection to Hydro Ottawa's distribution system, which requires an approximate 1 km expansion. Hydro One does note that the Hydro Ottawa

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24

1 evidence does articulate that the Hydro One feeder is already at the location of the
2 proposed connection, i.e., no expansion required.

3
4 **Section 7.2.1 (c)**

5
6 The fully loaded connection costs represented in this response exclude HST. This is
7 a real and direct cost to the Customer and should be represented in the comparison.

8
9 The responses by Hydro Ottawa do not recognize that the high-level \$600,000
10 estimate for the pole upgrade provided by Hydro One to Hydro Ottawa at the time was
11 +/-50% and could be greater given recent direction from the MTO about any further
12 permit applications on this pole line documented in the Hydro One Supplemental
13 Evidence filed November 7, 2022.

14
15 There is no documentation on the record of the proceeding that speaks to the accuracy
16 range of the additional \$100,000 estimate for Hydro Ottawa specific work.

17
18 Conversely, Hydro One has described in section 7.1.2 of the SAA that the Hydro One
19 estimate to connect the Customer of \$7,878 (inclusive taxes) is predicated on an
20 estimate range of +30%/-20%. Consequently, Hydro One's perspective is that the
21 information provided in this response by Hydro Ottawa is inappropriate for comparison
22 purposes.

23
24 In Table 1 below, Hydro One has attempted to capture Hydro Ottawa's proposed
25 incremental costs as well as a low and high-end costing scenario based on the
26 estimates provided in evidence. In order to do so, Hydro One has assumed that the
27 estimate veracity of the \$100,000 Hydro Ottawa work is akin to that of the Hydro One
28 design despite the Hydro One connection scope being much more defined and of a
29 much smaller scale. Additionally, for the high-end range of the Hydro Ottawa estimate,
30 Hydro One has assumed that the capital contribution required by the Customer would
31 remain unchanged irrespective of the greater capital expansion cost. Hydro One has
32 conducted the same proposed and high-low estimate range costing summary in Table
33 2 below for the Hydro One connection. Hydro One believes the OEB should be
34 comparing the total range of costs identified in Table 1 and 2 in order to effectively
35 assess incremental capital cost to serve the Customer:

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Table 1 - Hydro Ottawa Estimated Incremental Capital Cost Including Estimate Volatility

Hydro Ottawa Estimate		Estimate Range	
Item	Estimated Cost	High	Low
Pole Upgrade	\$600,000	+50%	-50%
Additional Hydro Ottawa Work	\$100,000	Undefined ¹ (Assumed to be +30%/-20% akin to Hydro One connection estimate below)	
Estimate Volatility Adjustments	N/A	\$330,000	(\$320,000)
Capital Contribution ²	\$15,000	\$15,000	\$15,000
Total (Pre Tax)	\$715,000	\$1,145,000	\$395,000
Total (Incl. Tax)	\$807,950	\$1,293,850	\$446,350

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Table 2 - Hydro One Estimated Incremental Capital Cost Including Estimate Volatility

Hydro One Estimate		Estimate Range	
Item	Estimated Cost	High	Low
Work Above Basic Connection	\$6,972	+30%	-20%
Estimate Volatility Adjustments	N/A	\$2,092	(\$1,394)
Capital Contribution ²	N/A	N/A	N/A
Total (Pre Tax)	\$6,972	\$9,064	\$5,578
Total (Incl. Tax)	\$7,878	\$10,242	\$6,303

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Hydro One suggests that Hydro Ottawa can validate/opine on the above figures, including the aforementioned constant capital contribution assumption, in their submissions.

Section 7.2.1 (d)

Hydro One does not agree that the Customer will only be responsible for the \$15,000 connection costs. The Customer will also need to fund the expansion (\$700,000+HST) in accordance with the Distribution System Code as anything to the contrary will not

1 hold other Hydro Ottawa ratepayers harmless should the load not materialize as
2 forecast in the discounted cash flow that underpins the Hydro Ottawa Offer to Connect.

3
4 **Section 7.2.1 (e)**

5
6 Hydro One does not agree that there will be no stranded costs if Hydro Ottawa
7 connects the Customer. First of all, it is unclear to Hydro One what and how Hydro
8 One's facilities that are serving the Customer will be transferred to Hydro Ottawa.
9 Hydro One does not believe that any of the equipment utilized to serve the Customer
10 will be transferrable to Hydro Ottawa either without additional costs or not at all such
11 as the use of the take-off pole which is part of Hydro One's main distribution line in the
12 area.

13
14 With respect to the items that cannot be transferred without additional costs, the
15 installed equipment associated with Hydro One's connection includes the installation
16 of isolation switches and fuses to Hydro One's take-off pole. As discussed above, the
17 take-off pole will not be transferred to Hydro Ottawa therefore these items will need to
18 be removed from Hydro One's pole. This cost does not appear to be represented in
19 Hydro Ottawa's estimate.

20
21 More substantively, as documented in the Supplemental Evidence provided on
22 November 7, 2022, Hydro One must complete work on the existing pole line crossing
23 Highway 417 for the Existing Joint Use Tenant on the pole line. Hydro One cannot
24 delay the pole line work because it is needed by the Existing Joint Use tenant to
25 provide their services to the same subject property (i.e., 626 Principale Street);
26 therefore, this work cannot be delayed until the conclusion of this hearing. As
27 documented in Hydro One's Supplemental Evidence, the cost of this work is
28 approximately \$137,000, +/-10%. If Hydro Ottawa will need to also become a joint use
29 tenant on this pole line, then the MTO has informed Hydro One that the centre-line of
30 the poles will need to be relocated 80m to west from the overpass. Thus some, if not
31 all, the work undertaken to address the Existing Joint Use Tenant's request will not
32 have been needed, stranding the new poles (the current re-design only
33 accommodates one 8.32kv circuit) and most likely resulting in the redesign,
34 replacement and/or relocation of the pole line to address MTO criteria.

35
36 **Section 7.2.1 (f)**

37
38 Hydro One disagrees with the conclusions provided by Hydro Ottawa in this section of
39 their submissions. Section 7.2.1 (f) requires the Applicant to demonstrate whether the
40 proposed SAA enhances, or at a minimum does not decrease, the reliability of the
41 infrastructure in the area that is the subject of the SAA application. Hydro One has

1 addressed how the evidence on the record confirms that the Hydro One SAA
 2 enhances the reliability of the infrastructure; this is specifically demonstrated starting
 3 on Line 24 of Page 16 and carrying on to Page 17 of Hydro One’s Submissions on the
 4 Contested Hearing². For ease of reference an extract of the table is replicated below.
 5

Hydro Ottawa Casselman F1 Results³¹	2019	2020	2021	2022(Jan -Jul)	Average
Frequency of Interruptions	1	2	1.03	0	1.12
Duration of Interruptions (Hours)	1.35	1.78	0.68	0	1.06
Hydro One Casselman F1 Results³²	2019	2020	2021	2022(Jan -Jul)	Average
Frequency of Interruptions	1	0	1	0	0.56
Duration of Interruptions (Hours)	1.5	0	0.1	0	0.45

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 7
 8 Though demonstrably similar, relative to the Hydro Ottawa proposal the Hydro One
 9 SAA will enhance the reliability of the infrastructure serving the Customer. This is
 10 shown by the 3.5 year adjusted average SAIDI and SAIFI results provided by Hydro
 11 One and Hydro Ottawa independently to eliminate force majeure events. The Hydro
 12 One average results are half the amount of the Hydro Ottawa results. Consequently,
 13 Hydro One submits that the evidence demonstrates that the Hydro One SAA enhances
 14 the reliability of the Subject Area and/or the Hydro Ottawa proposal would reduce the
 15 reliability that is otherwise readily available through the lies-along Hydro One
 16 connection.

17
 18 As noted in other subparts of this interrogatory, Hydro One was unable to conduct an
 19 assessment of the connection proposals of both distributors prior to filing the Hydro
 20 One SAA given the lack of information shared by Hydro Ottawa with Hydro One and
 21 the fact that Hydro Ottawa’s OTC was not provided until August 26, 2022.
 22 Consequently, for brevity and clarity, most submissions regarding the comparison of
 23 proposals are embodied in Hydro One’s Submission on the Contested Hearing filed
 24 on September 9, 2022 unless otherwise denoted in interrogatory responses.

25
 26 **Section 7.2.1 (g)**

27
 28 It is unclear what “not currently forecast” customers Hydro Ottawa is referring to in this
 29 response, nor what specific adjacent areas of growth Hydro Ottawa is referring to.
 30 Neither is particularly relevant however given that SAAs are supposed to be grounded
 31 in real and actual customers. Hydro One submits that Hydro Ottawa’s existing
 32 infrastructure north of Highway 417 in this area provides cost-efficient connection
 33 access for future connections north of Highway 417. However, given that Hydro

² Filed September 9, 2022

1 Ottawa currently has no distribution plant south of Highway 417, and the contemplated
2 Hydro Ottawa expansion is 100x more expensive than the Hydro One lies-along
3 connection, there is no comparison; Hydro One's facilities provide for the most cost-
4 efficient connection point for any future growth south of Highway 417 as exemplified
5 by the real connection at 626 Principale Street.

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Section 7.2.1 (h)

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Section 7.2.1 (h) of the filing requirements requires a distributor to provide information on whether the proposed infrastructure will provide cost-efficient improvements and upgrades to the Subject Area and the areas adjacent to the Subject Area. Hydro Ottawa's response is that this filing requirement is not applicable. Hydro One disagrees for multiple reasons.

First and foremost, should the Customer wish to further expand their site in the future; this expanded site is on the lands that already sit inside the metes and bounds of Hydro One's existing distribution service territory that Hydro Ottawa sought to amend into their distribution service territory. Future potential expansion of the Customer's site could give rise to electrical upgrades being necessary at the Subject Area that may not be feasible at any 8.32 kV connection, e.g., the Customer may wish to transfer to a higher voltage to reduce the likelihood of outages even further and expedite restoration times. In that event, Hydro One can provide the Customer with a 44kV connection should the need arise. Hydro Ottawa cannot. Should the need arise for a 44kV connection in the future, it would be most cost-efficient for these improvements and upgrades to be completed if the Subject Area was already served by Hydro One.

Additionally, the customers immediately adjacent the Customer site, to the south, east, and west are all Hydro One customers, including those outside the municipal boundaries of Casselman, physically served and billed by Hydro One as shown in Map 1 above. The northern boundary of the Subject Area is non-contiguous to Hydro Ottawa's service territory given the provincial highway that separates the Subject Area from Hydro Ottawa's territory. Hydro Ottawa has no other plant or customers south of Highway 417. For all these reasons, Hydro One submits that the filing requirement is relevant and that Hydro One's connection lends itself to providing the most cost-efficient solution to address these filing requirements.

g) Confirmed.

h) No, Hydro One does not agree with this assessment. Please refer to Hydro One's response to sub-part f) of this interrogatory that addresses why Hydro One believes the assessment provided by Hydro Ottawa in Section 7.2.1 (f) is inappropriate.

1 i) Confirmed. Beyond the development at 626 Principale Street, Hydro One does not
2 reasonably foresee significant growth in and around the Subject Area. After the
3 connection of the Subject Area, Hydro One estimates approximately 20% of capacity
4 will be available at its station, which is sufficient for the forecast growth in the area.
5 Hydro One's 8kV feeders are readily available on both Principale St. and Aurele Rd,
6 thus qualifying connections adjacent these roads as 'lies along'. Additionally, if
7 needed, Hydro One does have the option of extending the St. Isidore M2 44kV circuit
8 across the highway to accommodate large loads.

9
10 j) The requested information is provided in live excel format at Attachment 1 of Exhibit I,
11 Tab 1, Schedule 2.

12
13 k) Hydro Ottawa has assumed that Hydro One's existing poles require replacement
14 because they are at the end of their useful life. This is not the case. The sole reason
15 for their replacement at this time is the need for poles of a higher class and greater
16 height to accommodate the additional Hydro Ottawa circuit. The necessary shorter
17 spans between the new poles would also result in additional poles installed. (For
18 greater transparency, Hydro One is already replacing seven poles of this line to enable
19 joint use attachments of another third party, as aforementioned.)

20
21 The reference to benefits to Hydro One customers "**outside** the area that is the subject
22 of the SAA application" presumably refers to potential customers on the parcel of
23 unoccupied land across 626 Principale St., which is Hydro One's service area. A
24 prospective business owner who wishes to situate in that area *may* benefit from this
25 new line, depending on the location, size and configuration of their
26 connection. However, as stated in response i) above, Hydro One does not reasonably
27 foresee significant growth in and around the Subject Area and has sufficient capacity
28 for the forecast growth in any case. Accordingly, Hydro One foresees no need to
29 replace the current line for this purpose and the benefits raised by Hydro Ottawa are
30 completely hypothetical.

31
32 l) To clarify, the letter of support is from the Owner of the Subject Area and the only
33 Customer who has requested connection to Hydro One facilities. Hydro One provided
34 the Customer with Hydro One rates including exploring expanding Hydro One's
35 existing 44kV system to provide a cheaper monthly bill to the Customer (the Customer
36 would have become a Hydro One ST customer which would provide a rate
37 demonstrably cheaper than any rate Hydro Ottawa can currently provide). The
38 Customer elected to proceed with Hydro One's lies-along 8.32 kV connection based
39 on connection timelines as the extended scheduling delay would have had irreparable

- 1 damage on the business which has been articulated by the Customer in this
2 proceeding. Please refer to Exhibit I, Tab 1, Schedule 2 for further information.
3
- 4 m) Please refer to Hydro One's response to sub-part f) Section 7.2.1 (c) and 7.2.1 (e)
5 above that addresses why Hydro One believes there are significant concerns with the
6 costs reflected in Hydro Ottawa's submissions regarding the comparison of the two
7 competing offers.

1 **OEB STAFF INTERROGATORY - 02**

2
3 **Reference:**

4 Rate Implications

- 5 1. Hydro Ottawa submissions, September 2, 2022, Attachment 1, p. 4

6
7 **Preamble:**

8 Hydro Ottawa estimated that based on distribution charges alone, the Customer¹ will pay
9 3.4 times more if served by Hydro One.

10
11 **Interrogatory:**

- 12 a) Please provide a detailed calculation of the Customer's monthly total bill (including
13 distribution charges) payable to Hydro One in Excel. Please provide all applicable
14 assumptions for the estimates.

15
16 **Response:**

17 Please see Attachment 1 for the requested information. Hydro One reminds the Board
18 that the principles as set out in RP-2003-0044 are that rates should not play a determining
19 factor in a SAA application, as rates skew the assessment of economic efficiency. With
20 respect to assessing economic efficiency, the OEB documents the following in the
21 Combined Hearing Decision:

22
23 The Board is persuaded that economic efficiency should be a primary
24 principle in assessing the merits of a service area amendment application.
25 Economic efficiency would include ensuring the maintenance or
26 enhancement of economies of contiguity, density and scale in the
27 distribution network; the development of smooth, contiguous, well-defined
28 boundaries between distributors; the lowest incremental cost connection of
29 a specific customer or group of customers; optimization of use of the
30 existing system configuration; and ensuring that the amendment does not
31 result in any unnecessary duplication or investment in distribution lines and
32 other distribution assets and facilities. The Board recognizes that there may
33 be applications where all these components of economic efficiency do not
34 apply.²

¹ In the OEB's Notice of Hearing and Procedural Order No.1, the Customer is defined as the new customer located at 626 Principale St. in the Municipality of Casselman.

² [Combined Hearing Decision – Paragraph 84 – February 27, 2004](#)

1 As articulated in Hydro One's September 9, 2022 submission in this proceeding, on all
2 these economic efficiency factors, the Hydro One connection is superior to that of Hydro
3 Ottawa. Hydro One's connection provides the following:

- 4
- 5 a) **The lowest connection cost:** The incremental Hydro One capital cost of \$7,878 to
6 connect the Subject Area, inclusive taxes, is more than 100 times less expensive than
7 the Hydro Ottawa expansion solution that costs \$807,500.
- 8
- 9 b) **Increases the smooth, contiguous, well-defined north-south boundary between**
10 **distributors that exist in the area:** Hydro One provides service to customers
11 immediately west, east, and south of the Subject Area. The north end of the Subject
12 Area is limited by Highway 417. Hydro Ottawa has no distribution plant south of
13 Highway 417 nor any customers. All Hydro Ottawa plant and customers in the area is
14 north of Highway 417.
- 15
- 16 c) **Avoids duplication of distribution assets and facilities:** Hydro One's proposed
17 connection is to a lies-along 8.32kV overhead distribution feeder, i.e., facilities at the
18 Customer's door-step. Conversely, Hydro Ottawa's proposal is to expand their existing
19 8.32kV circuit 850m south to the same Customer to provide a similar 8.32kV
20 connection option to the Customer.
- 21
- 22 d) **Optimization of Existing Distribution Infrastructure:** Hydro Ottawa's SAA does not
23 optimize the use of existing distribution infrastructure and is predicated on expanding
24 Hydro Ottawa's distribution system to maintain artificial electrical boundaries that align
25 with municipal boundaries. This approach to SAAs has been considered and
26 dismissed by the OEB.
- 27

28 Customer preference, driven by potential rate savings, is clearly discussed in the
29 Combined Hearing Decision, as well. In that regard the OEB articulates:

30

31 The Board does not believe that significant weight should be put on
32 differences in current distribution rates even though current rates may be a
33 significant factor in determining customer preference. In fact current rates,
34 insofar as they are not a predictor of future rates, may misinform customer
35 preference. As Dr. Yatchew indicated, an applicant demonstrating that its
36 rates are lower than the rate of the incumbent utility would not be a
37 satisfactory demonstration that its costs to serve the amendment area will
38 be lower on a sustainable basis.³

³ [Combined Hearing Decision – Paragraph 86 – February 27, 2004](#)

1 Hydro One highlights that one of the reasons why rates are not used is that not only will
2 the utility's rates change over time, but a customer's rate class could also change. For
3 instance, as described in Exhibit I, Tab 2, Schedule 1, Hydro One informed the Customer
4 that Hydro One could expand the existing Hydro One 44 kV circuit to the Subject Area at
5 a cost of approximately \$800k. This would have qualified the Customer for Hydro One's
6 sub-transmission rates giving the Customer the lowest total monthly electricity bill
7 available between either distributor (\$45,907 with Hydro One as compared to Hydro
8 Ottawa's bill of \$48,961). This would have also provided the Customer with better reliability
9 than either utility's 8.32kV solution. The Customer declined this offer, and still wishes to
10 pursue Hydro One's 8.32 kV connection. This does not necessarily preclude the Customer
11 from transitioning to the Hydro One ST rate class in the future, if needed.

12
13 Hydro One could expand its existing Hydro One 44 kV circuit to the Subject Area. The
14 estimated incremental capital cost of the 44kV is approximately \$800k, similar to the Hydro
15 Ottawa expansion cost. The execution schedule of the two expansions would also be
16 comparable given that the required work to deliver either expansion connection is
17 substantially equal. The benefits, however, of the proposed Hydro One 44 kV expansion
18 would be a more reliable source of supply and, of particular interest for the purposes of
19 this interrogatory response, it would result in the cheapest monthly bill for the Customer,
20 even relative to the Hydro Ottawa monthly bill.

21
22 Hydro One believes that the Board has well-established principles in place, and that those
23 principles should be maintained when assessing this contested SAA. However, if the
24 Board decides that rates should have more significant weight in the determination of who
25 should serve this Subject Area, and thus deviate from the principles of the Combined
26 Hearing Decision by assessing economic efficiency beyond the criteria defined therein,
27 then Hydro One believes it is only fair to also consider the rates from Hydro One's 44 kV
28 solution.

29
30 Hydro One points out that irrespective of the monthly savings available to the Customer
31 via the 44kV connection, the Customer elected to proceed with the Hydro One 8.32kV
32 connection.

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Exhibit I
Tab 1
Schedule 2
Page 4 of 4

1

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ESTIMATED BILLS - SEPTEMBER

1

2

3 This exhibit has been filed separately in MS Excel format.

1 **OEB STAFF INTERROGATORY - 03**

2
3 **Reference:**

4 Proposed Facilities to Serve the Customer
5 Interim Order, September 26, 2022, p. 4
6 Hydro One Application, August 18, 2022, Attachment 6, Section 6
7 Hydro One Application, August 18, 2022, Section 7.1.6

8
9 **Preamble:**

10 In its interim order, the OEB directed Hydro One to provide electricity distribution service
11 to the Customer on an interim basis, pending the OEB's disposition of this proceeding.

12
13 **Interrogatory:**

- 14 a) Please provide the actual spending for the basic connection work. Please explain the
15 difference if there is a material variance between the actual spending and the
16 estimated value of \$4,438.90.
- 17
18 b) Please provide the actual spending for the work above basic connection. Please
19 explain the difference if there is a material variance between the actual spending and
20 the estimated value of \$7,877.82.
- 21
22 c) Hydro One stated that it does not have any plans for expansion in the lands adjacent
23 to the subject area and its existing assets can meet reasonably expected future growth
24 in a cost-efficient manner. Please explain how Hydro One's existing assets can meet
25 potential load growth in a cost-efficient manner.

26
27 **Response:**

- 28 a) The Customer connection work has been delayed until early December at the
29 Customer's request. The Customer is experiencing delays due to supply chain issues.
30 All preparatory work that Hydro One can undertake prior to connection has been
31 executed. The total forecast cost estimate referenced remains Hydro One's most
32 current and reliable estimate for the works necessary to connect the Customer and no
33 material variance to that estimate is foreseeable.
- 34
35 b) Please refer to part a)
- 36
37 c) Please refer to Exhibit I, Tab 1, Schedule 1 sub-part i.

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Exhibit I
Tab 1
Schedule 3
Page 2 of 2

1

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 01**

2
3 **Reference:**

4 Attachment 6 of Hydro One's SAA Application Hydro One Submission dated 2022-09-09,
5 page 4 line 12

6
7 **Interrogatory:**

- 8 a) When the customer requested an Offer to Connect (OTC) from Hydro One?
9 b) The date when Hydro One had the relevant information to provide the customer at 626
10 Principale Street, Casselman an Offer to Connect.
11 c) What information was received by Hydro One on this date?
12 d) Who provided the information?
13 e) Attachment 6 indicates a contract preparation date of June 6, 2022. When was the
14 Offer to Connect provided to the customer?
15 f) Is there a signed version of Attachment 6? If so please provide it.
16 g) Hydro One indicated Hydro Ottawa delayed the process by a year and a half while
17 Hydro One's Offer to connect was not provided to the customer prior to June 6, 2022
18 (at the earliest):
19 i. Please explain what delayed Hydro One from providing the letter of offer to
20 connect to the customer? (Hydro Ottawa's Offer to Connect was supplied August
21 26, 2022)
22 ii. Please explain how Hydro One providing an Offer to Connect on or after June 6,
23 2022 did not delay the process?

24
25 **Response:**

26 a) As documented in the chronology of events filed by Hydro Ottawa, initial knowledge of
27 the potential customer connection was communicated to Hydro One in June of 2021.
28 The Customer provided preliminary connection information in July of 2021.
29 Subsequent to this communication, Hydro One conducted a system analysis to assess
30 connection options for the Customer. Hydro One informed the Customer that the
31 Customer could be fed from either the lies-along Hydro One 8.32 kV feeder or,
32 alternatively, via an expansion of Hydro One's 44 kV feeder. The execution schedule
33 and costs (including corresponding rate implications) of each connection alternative
34 was communicated to the Customer. In late August of 2021, the Customer made the
35 determination that they wanted to connect to Hydro One's 8.32 kV lies-along feeder.
36 Hydro One subsequently reached out to Hydro Ottawa in October of 2021 to request
37 consent for an SAA whilst the Customer finalized additional details specific to the
38 request for permanent connection and New Customer Connection Information (NCCI).

1 Hydro One then provided the Customer with temporary construction service to assist
2 with the construction of the site. Hydro One received the request for permanent
3 service and the NCCI form from the Customer on April 5, 2022. The Customer
4 subsequently provided additional materials to Hydro One such that Hydro One could
5 initiate the OTC on April 20, 2022.

6
7 b) Hydro One received the request for permanent connection and final loading
8 information on April 5, 2022. This was followed by the site meeting with the Customer
9 on April 20, 2022. Hydro One started design for the permanent service on April 20th.

10
11 c) Please refer to part b).

12
13 d) The information documented above was provided by the Project Contractor for the
14 development, Leeswood Design Build.

15
16 e) The OTC was sent to the Customer on June 10, 2022 and was signed and returned
17 on July 13, 2022.

18
19 f) Please refer to Attachment 1.

20
21 g)

22 i. For reference, it appears this interrogatory is predicated on an extract from Hydro
23 One's submissions regarding Hydro Ottawa's request for a contested hearing. The
24 September 9, 2022 Hydro One submissions were made prior to the Ontario Energy
25 Board's Interim Order in this proceeding. Commencing at line 12, the Hydro One
26 September 9, 2022 submissions in this proceeding read as follows:

27
28 In light of the delays from Hydro Ottawa over the course of the last year
29 and a half, Hydro One requests that the OEB expeditiously consider the
30 evidence provided to date by both Hydro One and Hydro Ottawa, to
31 determine if the minimal probative value of a hearing is merited. A
32 prolonged hearing will have a detrimental impact on the Customer. The
33 continuation of the temporary construction connection, Hydro One argues,
34 establishes an LTLT which contravenes the DSC and once the Customer
35 is operational, creates reliability concerns for the Customer. Additionally,
36 irrespective of which distributor serves the Subject Area, there will be no
37 material adverse impact on any other customers of either distributor. For
38 all these reasons, it is in the public interest to dismiss the Hydro Ottawa
39 SAA and proceed with approving Hydro One's SAA and disposing of the
40 Hydro One SAA Application without a hearing.

1 Hydro One did not state that Hydro Ottawa delayed the connection by a year and
2 a half. To clarify, Hydro One articulated that Hydro Ottawa caused delays over the
3 course of the last year and half.

4
5 Hydro One works alongside dozens of local distribution companies (LDC) across
6 the province on a multitude of service area amendment (SAA) applications every
7 year with the intent of minimizing contested SAAs. The intent of working
8 collaboratively with LDCs on SAAs is to minimize regulatory burden and, most
9 importantly from Hydro One's perspective, to provide a seamless connection for
10 connecting customer(s). This aim is achieved by having LDCs engage in open
11 and transparent discussions on the relevant criteria that the OEB has long-
12 established in the Combined Hearing Decision to be primary considerations in
13 SAAs, namely, assessing economic efficiency and technical efficiency. The end-
14 goal of these collaborative discussions is to reach a mutually agreed, and thus
15 consented, SAA to minimize approval timelines for any SAA, consistent with the
16 principles articulated in the Combined Hearing Decision.

17
18 Over the connection timeline of the Subject Area, Hydro One attempted, on
19 multiple occasions to collaborate with Hydro Ottawa to clarify and mutually agree
20 which LDC should serve the Customer. A lack of clarity from Hydro Ottawa on
21 their position with respect to Hydro One's SAA and/or Hydro Ottawa's lack of
22 consent thereto, delayed Hydro One's offer to serve the Subject Area. Hydro
23 Ottawa's lack of clarity on whether they contested this SAA and/or lack of consent
24 is exemplified in multiple situations throughout the chronology of this connection,
25 as outlined below.

26
27 In an effort to minimize contradiction over timing of delays, and only for the
28 purposes of addressing this specific interrogatory, Hydro One has accepted and
29 utilized the chronology of events provided by Hydro Ottawa in this proceeding with
30 the exception of the specifics of what was shared on March 3, 2022.

31
32 With respect to the March 3, 2022 correspondence, Hydro Ottawa suggests that
33 on March 3, 2022 it notified Hydro One that it would contest a Hydro One SAA to
34 serve 626 Principale Street as documented in Attachment G of Hydro Ottawa's
35 September 2, 2022 Submissions (HOL's Submissions on the HONI SAA). Hydro
36 One does not interpret Attachment G in the same manner. This email from Hydro
37 Ottawa to Hydro One simply documents that Hydro Ottawa intended to provide the

1 Customer an Offer to Connect (“OTC”)¹. Hydro One submits that working towards
2 providing an OTC to the Customer is not indicative of a party contesting a Service
3 Area Amendment. This is especially true given that HOL’s Submissions on the
4 HONI SAA articulates that Hydro Ottawa’s assessment to provide an OTC on
5 March 3, 2022 was only based on the *understanding of the requested*
6 *development’s service size in the absence of the customer’s specific project*
7 *documentation and details*. Hydro One understands the latter information to mean
8 the information necessary to compute the total incremental cost to connect the
9 Customer, i.e., capital costs, necessary to finalize an economic efficiency
10 assessment. Hydro One believes that a utility cannot make a determination of
11 whether to contest another LDCs SAA application until it has completed an
12 economic efficiency analysis. Without having the required information from the
13 Customer, Hydro Ottawa could not have reasonably made a final determination of
14 whether or not it would contest the Hydro One SAA application because Hydro
15 Ottawa had no indication of what their capital costs would be to serve the
16 Customer. Hydro Ottawa did not convey their incremental capital costs to Hydro
17 One until September 2, 2022 (in HOL’s Submissions on the HONI SAA) – almost
18 a year after Hydro One provided its initial connection cost estimate for 626
19 Principale Street to Hydro Ottawa. Hydro One accepts all other events as
20 documented by Hydro Ottawa in their chronology of events except for Hydro
21 Ottawa’s interpretation of what Hydro One should have inferred by Hydro Ottawa’s
22 March 3, 2022 reference to as explained above².

23
24 A partial extract of HOL’s Submissions on the HONI SAA that documents the
25 chronology of events is provided as Attachment 2. For ease of reference and
26 legibility, Hydro One has replicated the most notable information into a time-graph
27 and that is represented in Figure 1 of this response.

28
29 Hydro One submits that it never intends to frustrate relationships with any
30 customer, whether that is an industrial general service customer or an embedded
31 LDC like Hydro Ottawa. In this Application, Hydro One is managing the customer
32 relationship with both entities; the industrial customer and the embedded LDC.
33 With respect to the latter, Hydro One respects the defined service territories of
34 neighbouring LDCs and strives to reach mutually consented amendments with
35 neighbouring LDCs when territory amendments are necessary. In order to assess
36 which LDC can provide a connection in a more economically and technically

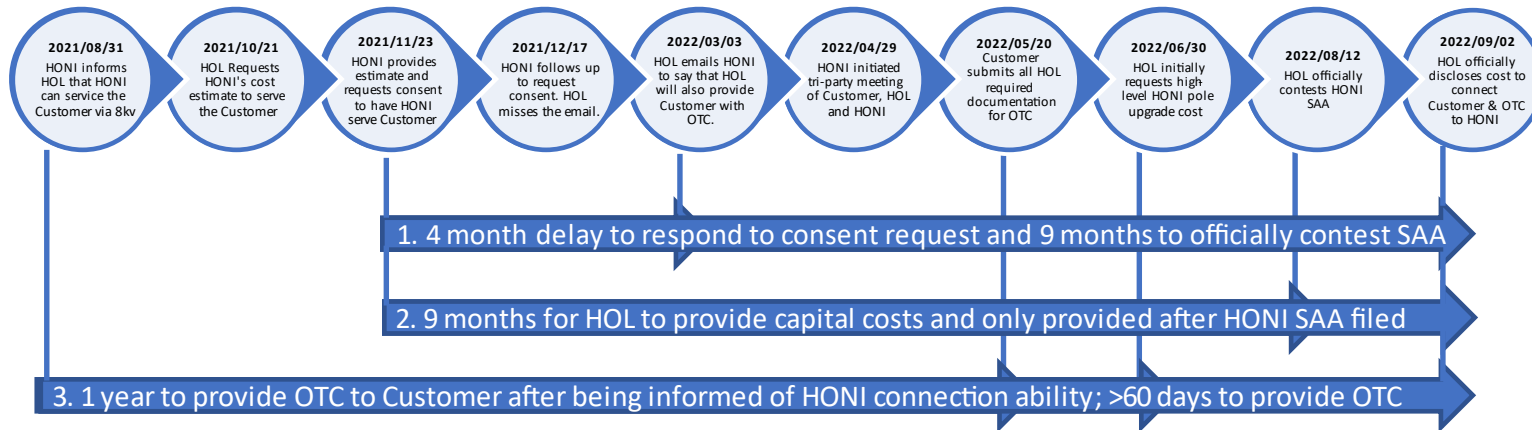
¹ Hydro One agrees with Hydro Ottawa that, Hydro Ottawa has every right to provide the customer an OTC as they documented in Attachment G.

² Please refer to Exhibit I, Tab 2, Schedule 2 for further information on why providing an OTC and contesting a SAA are not synonymous.

1 efficiency manner, LDCs share their connection plans and costs with each other.
2 Regrettably, the following are examples where inactivity by Hydro Ottawa
3 hampered Hydro One's ability to provide an OTC to the Customer given that the
4 Customer was geographically defined as a Hydro Ottawa customer:
5

- 6 1. Hydro One did not receive a timely response from Hydro Ottawa regarding
7 Hydro One's November 23, 2021 request for consent to amend distribution
8 licences. Hydro One submits that Hydro Ottawa did not officially contest
9 Hydro One's proposed amendment until August 12, 2022 – 9 months after
10 Hydro One's request. Hydro Ottawa contends that it identified that it would
11 provide the Customer with an Offer to Connect on March 3, 2022 and that
12 Hydro One should have inferred that Hydro Ottawa was going to contest
13 an SAA. Hydro One did not make this inference, and nevertheless,, Hydro
14 Ottawa's position was only shared with Hydro One almost 4 months after
15 Hydro One's November 2021 request for consent which consequently,
16 delayed progress on the connection by approximately 4 months, at a
17 minimum.
18
- 19 2. Hydro Ottawa never provided any defined cost estimate to compare
20 incremental connection costs for the purposes of assessing economic
21 efficiency until after Hydro One filed this SAA which estimate was received
22 through *HOL's Submissions on the HONI SAA* on September 2, 2022.
23 Moreover, once Hydro Ottawa's incremental connection cost was received,
24 it was provided almost a year after Hydro One disclosed its preliminary cost
25 information to Hydro Ottawa on November 23, 2021.
26
- 27 3. A year after Hydro One informed Hydro Ottawa that Hydro One can serve
28 the Customer via the Hydro One 8.32kv feeder, Hydro Ottawa provided the
29 Customer an OTC on August 26, 2022; this was more than three months
30 after the Customer had provided Hydro Ottawa with all the necessary
31 information to be given an OTC, delaying Hydro One's SAA to ultimately
32 service the Customer.

Figure 1 – Timegraph Depicting Hydro Ottawa Delays Based on Hydro Ottawa Chronology of Events



- 1 ii. Please refer to part a). Hydro One had all the necessary documentation to provide
2 an offer to the Customer on April 20, 2022, consistent with section 6.1.1 of the
3 Distribution System Code³

³ A distributor shall make every reasonable effort to respond promptly to a customer's request for connection. In any event a distributor shall respond to a customer's written request for a customer connection within 15 calendar days. A distributor shall make an offer to connect within 60 calendar days of receipt of the written request, unless other necessary information is required from the load customer before the offer can be made

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Customer Service Contract

Project Type: Basic Connection

Customer: Highway 417 Casselman Lp

Required Execution Date of Contract: Dec 07, 2022



SECTION 1: Offer to Connect:

Hydro One Networks Inc. (“**Hydro One**”) is making this Offer to Connect for the new or modified connection of the Service Location specified below to Hydro One’s distribution system in order to deliver electrical energy to you, the Customer named below, in accordance with Hydro One’s Conditions of Service, as amended from time to time (and available on our website at: <https://www.hydroone.com/about/conditions-of-service>) (“**COS**”).

If you wish to accept Hydro One’s Offer to Connect on the terms and conditions below by entering into this Customer Service Contract with Hydro One (“**Contract**”), you must deliver one signed copy of this Contract to Hydro One’s Field Business Centre Address by no later than Dec 07, 2022 (the “**Required Execution Date of Contract**”) together with the Amount Payable by you for Hydro One Work as specified below.

SECTION 2: Contact Information:

Distributor:	Hydro One Networks Inc. HST # 870865821 RT001 ECRA/ESA Licence No. 7002572
Hydro One’s Field Business Centre Address:	Hydro One, 99 Drummond St.W., Perth ON, K7H 3E7
Hydro One’s Field Business Centre Hours of Operation:	Monday to Friday 7:00 a.m. to 4:30 p.m.
Hydro One’s Field Business Centre Phone Number:	888-332-2249
Hydro One’s Field Business Centre E-mail Address:	EastZoneScheduling@hydroone.com
Hydro One’s Field Business Centre Fax Number:	613-267-5406
Customer (“you” or “your”):	Highway 417 Casselman Lp
Customer’s Billing Address:	200 1285 Hodge St Vill St laurent, QC, H4N 2B6

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SECTION 3: Connection Request Information:

Service Location:	Lot 9 Con 7 RP# Sublot# Twp Cambridge 626 PRINCIPALE ST, CAMBRIDGE, ON,
Notification Number:	302811139
Contract Preparation Date:	Jun 10, 2022
Electronic Layout:	The Electronic Layout (the “ Layout ”) with SAP Order # 63377779 and dated Jun 06, 2022 is attached to and forms part of this Contract. Be sure that every detail of your Layout accurately reflects your service request and that you are clear about how the work will be completed. The Layout is designed with colour-coded comments, as well as a map key to help you with your review. If anything is incorrect, please call us <i>immediately</i> .
Validity Period for Amounts Quoted in this Contract:	The amounts quoted in this Contract are valid until Dec 07, 2022. Please note that you do not need to wait until you receive your permit from the Electrical Safety Authority before delivering this Contract to Hydro One’s Field Business Centre together with the Amount Payable by you for Hydro One Work.
Customer’s Rate Class:	Hydro One will set up an account in your name or amend your existing account for the Service Location identified above (the “ Account ”) to reflect a rate class of General Service - Non Urban Demand. You will be responsible for paying the rates and charges for the electricity distribution services provided to you at the Service Location and you will also be bound by the terms and conditions of the COS.
Connection Limitations and Requirements:	You are bound by and your connection is subject to compliance at all times with the connection limitations and requirements that are identified on the Layout (“ Connection Limitations and Requirements ”), if any. Violation of any of the Connection Limitations and Requirements can cause power quality problems for neighbouring customers and must be avoided. Hydro One reserves the right to disconnect or control the amount of electricity that any customer can consume based on Section 2.2 and 2.3.3 of the COS. This obligation shall survive the termination of this Contract.
Scheduled Work Date:	To be established by Hydro One once you or your contractor notify us that you have completed all of the work to be performed by you in accordance with the terms of this Contract. Hydro One shall have no obligation to perform or to complete any work under the terms of this Contract until we receive your notice. Please also be aware that your Scheduled Work Date may be affected by the following which may delay Hydro One being able to perform all or any part of the work to be performed by Hydro One for your new or modified connection: <ul style="list-style-type: none"> • “Half-load” road restrictions put in place by the Ministry of Transportation and/or townships and municipalities to help prevent damage on selected roads that prevent commercial vehicle and trailers above a weight per axle from being used in March and April in southern Ontario and in March, April and May in northern Ontario.



- Restrictions put in place by the Ministry of Natural Resources (MNR) for fish spawning and erosion protection that restrict or prevent work being performed in MNR protected waterways during certain time periods.
- The work to be performed by Hydro One requires long-lead materials (i.e. special equipment, non-standard sizes, etc.).

We will inform you at our earliest opportunity if your Scheduled Work Date will be impacted by any one or more of the above.

SECTION 4: Customer Work:

**Customer Work:
(Customer Work
that must be performed
by you,
at own expense,
using Qualified
Contractor)**

You shall perform the work identified on the Schedule B, as work to be performed by the Customer and where a Hydro One transformer is to be installed on a Customer-owned pole or Customer-owned transformer pad, you shall construct transformer grounding that meets Hydro One's design and technical standards and specifications and transfer ownership of the transformer grounding to Hydro One (collectively, the "Customer Work").

If your service request requires Hydro One owned underground cables, you must perform that Customer Work in accordance with the Secondary Underground Trenching Specifications attached to this Contract to ensure that all requirements are met for your service connection.

You are required to install a Hydro One approved Meter Base. Hydro One's list of approved meter bases is updated from time to time and we make our most current version available on our website at the following link: https://www.hydroone.com/businessservices_/Documents/Meter-Socket-Base.pdf.

You are also required to obtain an Authorization to Connect, as well as any other required inspections and authorizations from the Electrical Safety Authority ("ESA").

You can contact the ESA at 1-877-372-7233 to arrange for an electrical inspection and any other required inspections or authorizations. You can also obtain a fee estimate at that time. It's easily done over the phone and will allow you to proceed with your electrical work.

Once you have completed your Customer Work, please contact the ESA again for the actual electrical inspection. The ESA will advise you when they have completed their inspection and will send a copy of your Authorization to Connect directly to our Field Business Centre office. We will then contact you to discuss the scheduling of your service connection.

SECTION 5: Hydro One Connection Work:

**Hydro One Work:
(Connection Work
that must be performed
by
Hydro One)**

Basic Connection Work: 4HR LABOR AREA METERING TECHNICIAN, SURGE ARRESTOR, REMOVAL OF EXISTING 3-PH TRANSFORMER BANK

Work above the Basic Connection: TERMINATOR - 2/0 ALUM 28 KV, FUSED PRIMARY CABLE TERMINATION, PRIMARY CABLE 2/0 TRANSITION TO DIRECT BURIED



SECTION 6: Hydro One Connection Work – Costs and Amount Payable:

Cost of Hydro One Connection Work and Amount Payable by You for Hydro One Connection Work: (Payable upon Contract Execution)	Basic Connection Work:	
	Labour- -----	\$2668.38
	Material- -----	\$158.04
	Equipment- -----	\$1067.35
	Administration- -----	\$545.13
	LESS¹	
	Credit for Basic Connection Work ² : -----	<u>(\$4438.90)</u>
	Up to 30m Secondary Credit ³ for residential Customers with their own Secondary or Primary Service - -----	<u>\$0.00</u>
	Sub Total Basic Connection Work: -----	\$0.00
	<u>PLUS Work Above Basic Connection:</u>	
Labour- -----	\$2958.38	
Material- -----	\$1973.64	
Equipment- -----	\$1183.35	
Administration- -----	\$856.15	
LESS		
Credit for Replacement of EOL or Advanced Age Poles ⁴ - -----	\$0.00	
Sub Total Work Above Basic Connection:	\$6971.52	
<u>PLUS Other Amounts Payable⁵:</u>		
Sub TOTAL Hydro One Connection Work: - -	\$6971.52	
Plus HST: -----	\$906.30	
Amount Payable by you for Hydro One Work upon Contract Execution (including HST): ⁷ -----	<u>\$7877.82</u>	

Notes:

- 1 In the event of Contract Termination/Cancellation, you will no longer be eligible to receive these Credits.
- 2 Please see ss. 2.1 of the COS for eligibility information.
- 3 If your connection involves an underground or overhead secondary conductor, Hydro One provides you with a credit for the value of up to 30 meters of overhead secondary conductor for up to a 200 amp service. If your total is a negative, Hydro One will send you a cheque following your connection.
- 4 Should your new or modified connection require that Hydro One replace poles that are either end-of-life ("EOL") or of an advanced age, Hydro One provides a credit towards that Cost of Hydro One Connection Work to reflect the benefit to the distribution system resulting from the replacement of these assets.
- 5 Hydro One collects these amounts and pays them to the initial contributor(s) as rebates where you benefit from a previous expansion of Hydro One's distribution system. In the event of Contract Termination/Cancellation, you will not be required to pay these amounts or be eligible for associated credits. Please see ss. 2.1.2.6 of the COS for more information on UCCP and RAS Rebates.
- 6 Calculated using a Discounted Cash Flow. In the event of Contract Termination/Cancellation, you will no longer be eligible to receive these Credits.



7 Under certain circumstances, you may be required to pay Additional Trip Charges or Termination/Cancellation Fees.

SECTION 7: Payment Details:

Payment Method and Refunds of Amounts Paid by Credit Card:

Hydro One accepts Money Order, Cheque, Visa or MasterCard. If making a payment by Visa or MasterCard, please contact 1-877-554-7344 and provide your Visa or MasterCard number, reference Work Order 63377779 and Customer ID 0121002375 number. If paying by Visa or Mastercard, before sending the signed Contract to Hydro One, you will need to record the Visa/MasterCard payment confirmation number provided by Hydro One here:

Visa/Mastercard Payment Confirmation Number



If you make payment by Visa or MasterCard, you irrevocably acknowledge and agree that notwithstanding any term in this Contract to the contrary, any refunds will be processed as a refund to that Visa or MasterCard even in circumstances where the Visa or MasterCard is not in your name.

SECTION 8: Additional Trip Charges and Termination/Cancellation Fees:

Additional Trip Charges: (May be payable by you in Specified Circumstances)

In the event that you or your contractor have not performed all of the work to be performed by you in accordance with the terms of this Contract despite you or your contractor advising Hydro One otherwise, you will have to reimburse Hydro One for all costs and expenses incurred by Hydro One in its preparation to perform the work on the Scheduled Work Date, including, without limitation, Hydro One's restocking fee for returning material ordered for the work to Hydro One's stores, the hourly rates payable to Hydro One's employees, agents and contractors who attended at the Service Location on the Scheduled Work Date and any other charges or expenses related to additional trips required to be made to the Service Location by Hydro One's employees, agents and contractors. Hydro One will invoice you for such costs, charges and expenses.

Termination/ Cancellation Fees: (May be payable by you in Specified Circumstances)

In the event that:

- (a) you cancel your Connection and/or terminate this Contract; or
- (b) Hydro One deems the Contract to be terminated for your failure by Jun 05, 2023 to:
 - (i) complete the Customer Work, and/or (ii) connect to Hydro One's distribution system; or
- (c) Hydro One deems the Contract to be terminated because you: (i) change or require changes to the condition or location of the Service Location; (ii) change or require changes to the Electrical System; and/or (iii) modify your requirements to the extent that, in Hydro One's opinion, the Hydro One Work can no longer be performed in accordance with the terms of this Contract,

(collectively and individually, the above are referred to as "**Contract Termination/Cancellation**"); you shall reimburse Hydro One for all costs and expenses incurred by Hydro One including, without limitation, the cost of the work performed by Hydro One under the terms of this Contract to date of the Contract Termination/Cancellation, Hydro One's restocking fee for returning material ordered for such work to Hydro One's stores, facility removal expenses, and the hourly rates payable to Hydro One's employees, agents and contractors for work performed (collectively, the "**Termination/Cancellation Fees**").



Hydro One will deduct the Termination/Cancellation Fees, if any, from the amounts you paid on Contract execution and refund any amounts remaining to you; and/or invoice you for any Termination/Cancellation Fees that exceed the amounts you paid on Contract execution. In the event of the Contract being terminated by Hydro One by operation of (b) or (c) above, if you enter into a new contract with Hydro One, Hydro One will apply any refund owing to you against the amounts that you must pay Hydro One under the new contract unless you request a refund.

The Termination/Cancellation Fees may exceed the amount(s) that you paid on Contract execution as you will no longer qualify for credits (such as the Basic Connection Credit and the Up to 30m Secondary Credit) or any reductions in the amounts that would otherwise be payable to reflect the revenues attributable to your energy usage or demand (as such load or demand will no longer materialize).

SECTION 9: Term:

Except as expressly set out in this Contract, this Contract shall be in full force and effect and binding on the parties upon execution by you and Hydro One and shall terminate on the date that the Service Location is connected to Hydro One's distribution system, you have paid all amounts owing under the terms of this Contract and you have fulfilled your obligations under the terms of this Contract. Termination of this Contract for any reason shall not affect the liabilities of either party that were incurred or arose under this Contract prior to the time of termination. Termination of this Contract for any reason shall be without prejudice to the right of the terminating Party to pursue all legal and equitable remedies that may be available to it including, but not limited to, injunctive relief.

SECTION 10: Other Contract Terms:

Right of Entry and Access:

In addition to Hydro One's rights described in Section 1.6 of the COS, you agree to provide Hydro One, free of charge or rent: (i) a right of entry to the property and building(s) at the Service Location at any time as Hydro One may deem it necessary or desirable for purposes of performing the work that Hydro One is to perform under the terms of this Contract and for its employees, agents, contractors and subcontractors to pass and re-pass with or without vehicles, supplies, machinery and equipment, on, in, upon, along and over the Service Location at any time to perform the work that Hydro One is to perform under the terms of this Contract; and (ii) a convenient and safe place for Hydro One's facilities and equipment, for example, a meter installation at the Service Location.

Hydro One will not be liable for any damages resulting from, arising out of or related to the presence of Hydro One's facilities and equipment on, in, upon, along and over the Service Location.

Hydro One Representations and Warranties:

Hydro One represents and warrants that it shall perform the work to be performed by Hydro One under the terms of this Contract in accordance with Good Utility Practice (as that term is defined in the Distribution System Code), the requirements in the COS and the terms of this Contract. Except as provided above, Hydro One makes no warranties (express or implied) and Hydro One disclaims any warranty implied by law, including implied warranties of merchantability or fitness for a particular purpose and implied



warranties of custom or usage.

Limitation of Liability: In addition to any amounts payable under the terms of this Contract, you shall be liable to Hydro One and Hydro One shall be liable to you only for any damages that arise directly out of their willful misconduct or negligence in meeting their respective obligations under this Contract. Despite the foregoing, neither party shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential or incidental damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise. **This section shall survive the termination or expiration of this Contract.**

Force Majeure: The Force Majeure provision in the COS is hereby incorporated in its entirety by reference into, and forms part of this Contract.

Connection Denial: In addition to the reasons identified in the COS to deny connection, Hydro One may deny connection if you owe Hydro One any money related to or unrelated to this Contract even in circumstances where you have paid all monies owing to Hydro One pursuant to the terms of this Contract.

Invoices, Interest and Other Fees Related to Overdue Amounts: Invoiced amounts are payable in full within thirty (30) days of the date of invoice. Amounts not paid when due shall bear interest at the rate of 1.5% per month compounded monthly (19.56 percent per year) including by reason of an invalid or declined credit card or an N.S.F. cheque, calculated from the date that you executed this Contract to the date that Hydro One receives payment. In addition, you will also be responsible for paying Hydro One's charges and Hydro One's bank charges for returned cheques.

Counterparts and Electronic Signature: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. For greater certainty, execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. An electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Agreement, without necessity of further proof.

Miscellaneous: This Contract:

- including the Electronic Layout, represents the entire agreement between you and Hydro One and supersedes all prior agreements, understandings, discussions, negotiations, representations and correspondence made by or between you and Hydro One relating to the work to be performed by Hydro One and/or you as described in this Contract.
- shall not be assigned or otherwise transferred by you without Hydro One's prior written consent. Hydro One may withhold its consent to any proposed assignment until the proposed assignee assumes, in writing, all of your obligations in the Contract;



- may only be amended by mutual agreement, in writing, executed by you and Hydro One; and
- shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and with the exception of disputes within the jurisdiction of the Ontario Energy Board, you and Hydro One irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

SECTION 11: Contract Acceptance:

IN WITNESS WHEREOF, the parties intending to be legally bound, have caused this Contract to be executed by their signatures or the signatures of their proper officers duly authorized in their behalf, as the case be.

HYDRO ONE NETWORKS INC.

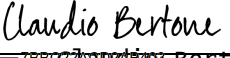
DocuSigned by:


CDF5A370EECA44B...

Name: Ashley Sargeant
 Title: LCSC
 Date: 7/12/2022

I have the authority to bind the Corporation.

HIGHWAY 417 CASSELMAN LP

DocuSigned by:


7BB0274043...

Name: Claudio Bertone
 Title: Vice President
 Date: 7/13/2022

I have the authority to bind the Corporation.

(signature)

Witness

Name [please print]:
 Date:



Hydro One Networks, Inc. ("Hydro One")
 Hydro One, 99 Drummond St.W., Perth ON, K7H 3E7
 Phone: 888-332-2249
 ECRA/ESA Lic 7002572

CUSTOMER SERVICE CONTRACT

EI 302811139

SECTION 1.0 CUSTOMER INFORMATION

Customer Name: Highway 417 Casselman Lp
 Mailing Address: 200 1285 Hodge St
 Vill St laurent, QC, H4N 2B6
 Home Phone: 514-7589545
 Fax:

Service Location:

Lot 9	Conc 7	RP#	Sublot#
Twp Cambridge			
626 PRINCIPALE ST, CAMBRIDGE, ON,			

CONTRACTOR INFORMATION

Contractor Name: DDMAC Electric

Contractor Phone: 416-990-2556

Schedule B Customer Work

- Three weeks before connection arrange for delivery of CTs and P-base enclosure. Mount P-base on exterior wall so that window is 5-ft above ground level (1/4" lugs & shields or tap con screws only).
- Install 1-1/4" solid conduit with factory bends (include pull rope) from metering cabinet outside into P-base enclosure.
- Cut/terminate secondary to Hydro One installed CTs.
- Supply & install 3 x 2/0 ALUM 28kV rated XLPE coated primary wire with 100% concentric neutral. Provide necessary coils at each end for Hydro One to connect.
- (UG) Provide conduit/straps/bolts for Hydro One to run wire up pole.
- Provide key to electrical room on day of connection.
- For a Customer Owned Transformer specify the Manufacturer/Fuse Size/Type and Speed.

AMIO

RetailMeterTechServices@HydroOne.com



The following list of meter sockets meet current Hydro One installation and connection standards. The list may change, thus always refer to the Hydro One website for the latest version prior to installation. Failure to use a meter socket on this list may result in refusal to connect the service to the customer.

Single Phase, Three-Wire Service, Self Contained

120/240V 4-jaw ANSI Form Factor 2S

SERVICE & TYPE	MANUFACTURER	MODEL	CONDUCTOR SIZE
100A Overhead	Hydel	SE400RW	No.6 – 1/0 AWG Cu/Al
	Microelectric®	BE1-TCV	No.6 – 1/0 AWG Cu/Al
	Eaton	K1M-N	No.6 – 1/0 AWG Cu/Al
200A Overhead/Underground	Hydel	EK400ROBC	No.6 – 250MCM Cu/Al
		EK200XL	No. 2 – 350MCM Cu/Al
	Microelectric®	BS2-TCVBC	No.6 – 250 AWG Cu/Al
	Eaton	LMB3	No.6 – 250 MCM Cu/Al

Single Phase, Three-Wire Service, Self Contained

120/240V 4-jaw ANSI Form Factor 2S c/w Breaker

SERVICE & TYPE	MANUFACTURER	MODEL	CONDUCTOR SIZE
100A Overhead	Hydel	JA400PW	No.6 – 1/0 Cu/Al
	Microelectric®	CO1 Series	No.6 – 1/0 Cu/Al
	Eaton	RC1N	No.6 – 3 Cu / No.6 – 1/0 Al
200A Overhead/Underground	Hydel	JA402R-BC	No.6 – 250MCM Cu/Al
	Eaton	RCJ2Q Series	No.6 – 250MCM Cu/Al
200A Overhead	Microelectric®	CO2 Series	No.6 – 250MCM Cu/Al
200A Underground		CO2-GBC Series	No.6 – 250MCM Cu/Al

Single Phase, Three-Wire Service, Self Contained

120/240V 4-jaw ANSI Form Factor 2S Specialty Base

SERVICE & TYPE	MANUFACTURER	MODEL	CONDUCTOR SIZE
100A or 200A Combination Base and Loadcentre Temp Service	Eaton	RCPM Series	No.6 – 250MCM Cu/Al
100A or 200A Combination Base with Auto Transfer Switch		EGS Series	No.6 – 250MCM Cu/Al
100A or 200A Combination Base with Manual Transfer Switch	Eaton	RCJ Series	No.6 – 250MCM Cu/Al
100A or 200A Overhead/Underground with Load Side Sub Feed Lug	Eaton	LMB3-SF N	No.6 – 250MCM Cu/Al
	Hydel	SLC402RW	No.6 – 250MCM Cu/Al

*For Loadcentre installation please contact RetailMeterTechServices@Hydroone.com

Single Phase, Three-Wire Service, Self Contained

120/240V 4-jaw ANSI Form Factor 2S – Multi Position

SERVICE & TYPE	MANUFACTURER	MODEL	CONDUCTOR SIZE
100A per position Overhead	Eaton	KN1 Series	No.6 – 250MCM Cu/Al
	Hydel	SDC Series	No.6 – 250MCM Cu/Al
200A Main 200A per position Overhead/Underground	Hydel	HC22R Series	No.6 – 250MCM Cu/Al
	Eaton	K2 Series	No.6 – 250MCM Cu/Al
400A Main 200A per position Overhead/Underground	Hydel	HC40R Series	No.2-600MCM or 2 x 1/0-250MCM Cu/Al
	Eaton	K4 Series	No.2-600MCM or 2 x 1/0-250MCM Cu/Al
	Microelectric®	BS4 Series	No.4-600MCM or 2 x 1/0-250MCM Cu/Al

*Line Side Lugs require Tunnel Type Connectors.

Single Phase, Three-Wire Service, Transformer Rated

120/240 5-jaw ANSI Form Factor 3S

SERVICE & TYPE	MANUFACTURER	MODEL
400A Meter Socket <i>Must specify with vendor at time of order</i> 1. Overhead or Underground 2. 2x250MCM or 500MCM cable	Hydel	CT4-TSHO
	Microelectric®	JS4B-TLHO
	Eaton	TCC5-H1
	Durham ¹	1011897-OH
² CM Service Overhead/Underground	Durham ¹	1012109 (Overhead)
		1012108 (Underground)
	Hydel	CTS405PW-TSHO w/ MSPMK7
	Eaton	TSU5C-H1C

¹Contact [Jesstec Industries Inc](http://www.jesstec.com) to order the Meterbase²Preferred Models but will allow Hydel - CTS409PW, or Eaton - TCC5-0 until December 1st, 2019**Two Phase, Three-Wire Service, Self Contained**

120/208V 5-jaw ANSI Form Factor 12S-Network

SERVICE & TYPE	MANUFACTURER	MODEL	CONDUCTOR SIZE
100A Overhead	Hydel	SE400RW-SXK503	No.6 – 1/0 AWG Cu/Al
	Microelectric®	BE1-5TCV	No.6 – 1/0 AWG Cu/Al
	Eaton	K1M-N (+ CHFJ12-L)	No.6 – 1/0 AWG Cu/Al
200A Overhead/Underground	Hydel	EK400ROBC-SXK503	No.6 – 250MCM Cu/Al
	Microelectric®	BS2-5TCVBC	No.6 – 250MCM Cu/Al
	Eaton	LMB3 (+ CHFJ12-L)	No.6 – 250 MCM Cu/Al

Two Phase, Three-Wire Service, Self Contained

120/208V 5-jaw ANSI Form Factor 12S-Network – Multi Position

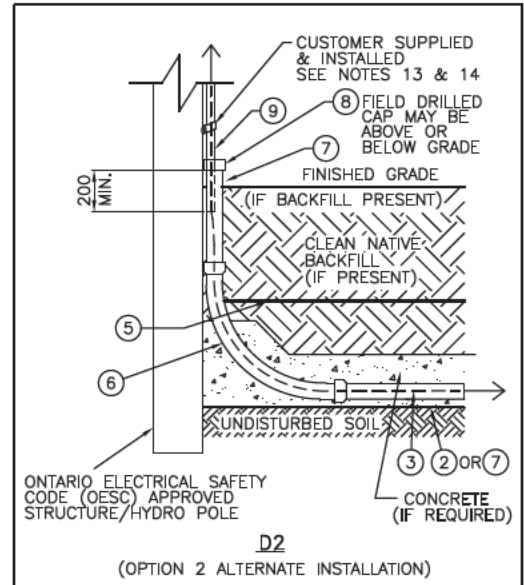
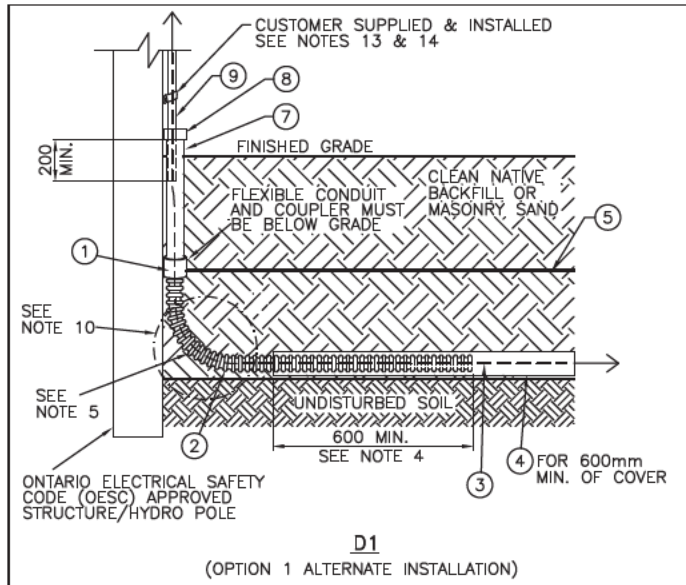
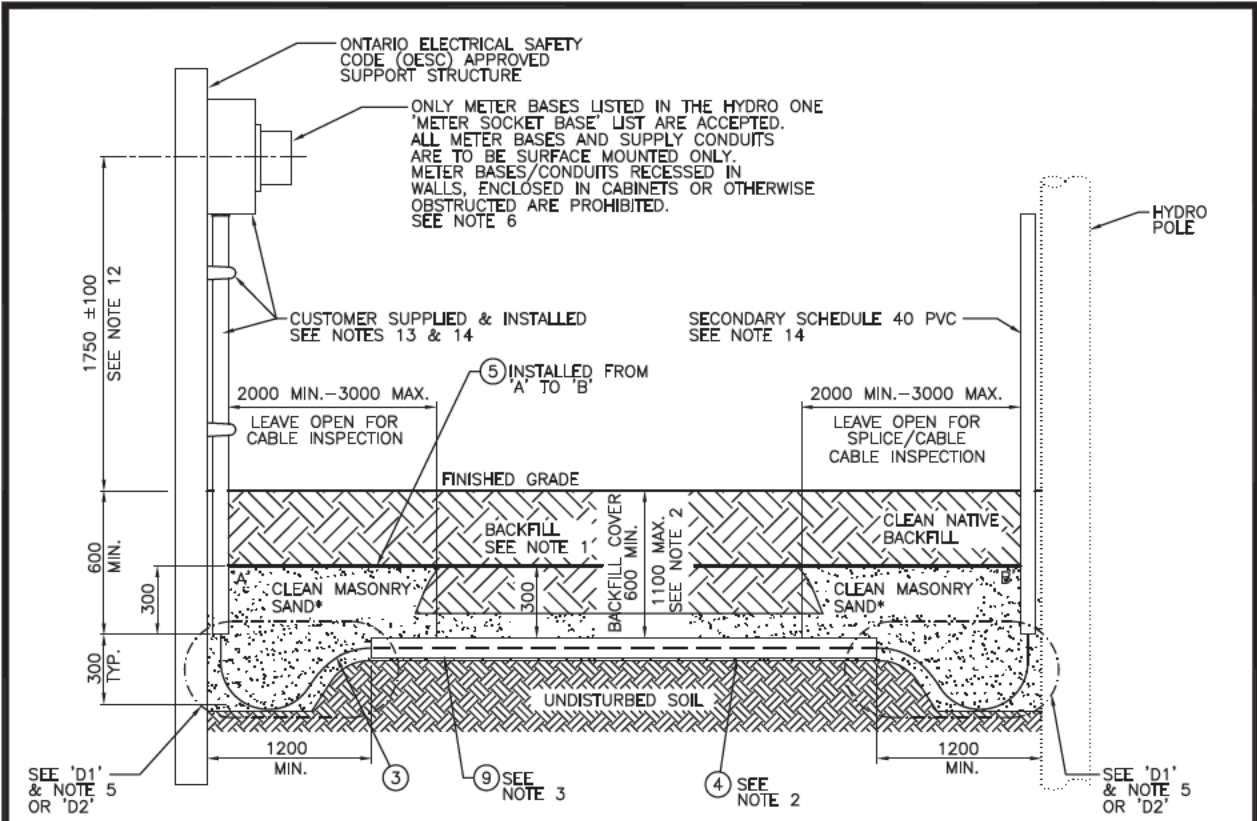
SERVICE & TYPE	MANUFACTURER	MODEL	CONDUCTOR SIZE
100A per position Overhead	Eaton	KN1 Series (+CHFJ12-L)	No.6 – 250MCM Cu/Al
	Hydel	SDC Series – SXX503	No.6 – 250MCM Cu/Al
200A per position Overhead/Underground	Eaton	K2 Series (+ CHFJ12-L)	No.6 – 250MCM Cu/Al
	Hydel	HC22R-SXX503 Series with SXX503	No.6 – 250MCM Cu/Al

Three Phase Four-Wire Service Self Contained

From 120/208 to 347/600V 7-jaw ANSI Form Factor 16S

SERVICE & TYPE	MANUFACTURER	MODEL	CONDUCTOR SIZE
100A Overhead	Hydel	SFC703RW	No.6 – 1/0 AWG Cu/Al
	Microelectric®	PL17-IN-TCV	No.6 – 1/0 AWG Cu/Al
	Eaton	P17-0-IN1	No.6 – 1/0 AWG Cu/Al
200A Overhead/Underground	Hydel	STC703RK	No.6 – 250MCM Cu/Al
	Microelectric®	PL27-IN-TCV	No.6 – 250MCM Cu/Al
	Eaton	P27-0-IN2	No.6 – 250MCM Cu/Al

THE LIST OF THIRD PARTY-MANUFACTURED EQUIPMENT IS PROVIDED FOR YOUR CONVENIENCE ONLY AND DOES NOT IMPLY AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY HYDRO ONE NETWORKS INC. OR ITS AFFILIATES (AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES, PARTNERS, AND AGENTS) (COLLECTIVELY, “HYDRO ONE”) AND HYDRO ONE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCTS OR SERVICES PROVIDED BY THE PARTIES WHOSE PRODUCTS OR SERVICES ARE LISTED. HYDRO ONE IS NOT RESPONSIBLE FOR THE PERFORMANCE OF METER SOCKET BASES AND OTHER EQUIPMENT AND SERVICES PROVIDED BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR MALFUNCTIONS IN THE EQUIPMENT OR SERVICES THAT RESULTS IN (1) INCORRECT METER READINGS OF CONSUMPTION OF ELECTRICITY, (2) DAMAGES CAUSED TO PROPERTY BELONGING TO OWNER, HYDRO ONE, OR THIRD PARTY, OR (3) PERSONAL INJURY OR DEATH.



FOR SHEET 2 OF THIS DRAWING SEE DU-03-209.1-0501
 FOR SHEET 3 OF THIS DRAWING SEE DU-03-209.1-0502

ALL DIMENSIONS IN MILLIMETRES
 UNLESS OTHERWISE STATED

Rev No.	Date	Revision Particulars	dwn	ckd	des	app
04	AUG 2019	REMOVED 2" OPTION, UNIVERSAL SIZE. MODIFIED PARTS 1, 2 & 8. MODIFIED NOTES 1, 2 & 4. ADDED NEW NOTES 12, 13 & 14. REMOVED PREVIOUS PART 9 (STRAPS). INTRODUCED GENERIC SUPPORT STRUCTURE FOR CUSTOMER INSTALLATION.	PC/LS	SJ	SJ	MM
03	SEP 2018	GENERAL UPDATES. CHANGED TO NEW DWG. & NUMBERING FORMAT. FOR PREVIOUS REVISIONS REFER TO DU-03-209.1-R2.	SO	PC	AS	PS

Drawn By: L.SEQUEIRA	Checked By:	Designed By:	Design Approved By:
Scale: N.T.S.	Date: (yyyy/mm/dd) 2012/08/30	Pole ID:	



Title:
TRENCH DETAIL – SECONDARY SERVICE CABLE FROM DIP POLE TO METER BASE

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Drawing No. DU-03-209.1-0500	Rev. No. 04
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TITLE BLOCK REV 02 – AUGUST 2014

NOTES:

1. BACKFILL: ENSURE DB2 CONDUIT IS ENVELOPED WITH MASONRY SAND UPON INSTALLATION (75mm MINIMUM BELOW AND 150mm MINIMUM ABOVE). REMAINDER OF BACKFILL MUST BE CLEAN AND FREE OF DEBRIS TO PREVENT DAMAGE TO THE DUCT. BACKFILL SHALL BE WELL TAMPED.
2. STRAIGHT DUCT SHALL BE EMPLOYED IN THE TRENCH TO HOUSE THE CABLE. IT SHALL BE 100mm (4") DIAMETER PVC TYPE DB2 CONDUIT. THE ENDS OF THE DUCT SHALL BE CAPPED OR BAGGED TO PREVENT DEBRIS AND MOISTURE FROM ENTERING THE DUCT PRIOR TO CABLE INSTALLATION. IF OPEN TRENCH ENDS MUST BE LEFT UNATTENDED AFTER CABLE INSTALLATION, SEE DU-03-209.1-0500 OPTION 1, WITH A LENGTH OF FLEXIBLE CONDUIT TO MAKE 90° TRANSITION.
SEE OPTION 2 FOR ALTERNATE METHODS.
3. PULL TAPE: A 1/2" WIDE POLYESTER PULLING TAPE MUST BE INSTALLED THROUGH THE ENTIRE LENGTH OF THE DUCT.
4. INSERT 3" FLEXIBLE CONDUIT 600mm IN THE DB2 CONDUIT.
5. RADIUS MUST BE GREATER THAN THE SPECIFIED CABLE MINIMUM BENDING RADIUS.
6. INSTALL METER COMPARTMENT AS PER ONTARIO ELECTRICAL SAFETY CODE (OESC), USE ONLY HYDRO ONE APPROVED METER BASES LISTED IN THE HYDRO ONE 'METER SOCKET BASE' LIST. METER BASE TO MAINTAIN 1M MINIMUM CLEARANCE FROM DISCHARGE OF ANY COMBUSTIBLE GAS RELIEF DEVICE OR VENT.
7. TELECOMMUNICATION PLANT MAY SHARE SERVICE TRENCH BUT MUST BE INSTALLED IN ITS OWN CONDUIT.
8. PREFERRED ROUTING FOR GAS SERVICE SHALL BE ON OPPOSITE SIDE OF THE BUILDING THAN THAT OF THE ELECTRICAL SERVICE. IF COMMON TRENCHING IS UNAVOIDABLE, 300mm MINIMUM CLEAR SEPARATION SHALL BE MAINTAINED IN ALL DIRECTIONS BETWEEN GAS SERVICE AND ELECTRICAL SUPPLY CABLE.
9. CLEARANCES, DEPTHS, SEPARATIONS AND FORMS OF MECHANICAL PROTECTION OF THE CABLE ARE MINIMUM REQUIREMENTS. INCREASED CLEARANCES AND OR ADDITIONAL FORMS OF MECHANICAL PROTECTION ARE CONSIDERED POSITIVE DEVIATIONS AND ARE ALLOWED.
10. IF FURTHER TRENCHING ALONG ROAD ALLOWANCE IS REQUIRED, IT SHALL BE CONSTRUCTED PER HYDRO ONE STANDARD TRENCH PROFILES.
11. RISER CONDUIT TO BE EASILY REMOVED BY HYDRO ONE FOR CABLE INSTALLATION PURPOSES.
12. FINAL METER BASE HEIGHT IN REFERENCE TO FINISHED GRADE.
13. CUSTOMER SUPPLIED AND INSTALLED CONDUIT, METER BASE, CLAMPS AND ASSOCIATED HARDWARE INSTALLED PER ONTARIO ELECTRICAL SAFETY CODE (OESC).
14. THE METER BASE AND DIP POLE CONDUITS WILL VARY IN SIZE DEPENDING ON CONDUCTOR SIZE (i.e. 2" DIAMETER FOR 3/0, 3" FOR 250Kcmil OR 500Kcmil CONDUCTOR). FLEXIBLE CONDUIT WILL BE 3" FOR ALL CONDUCTOR SIZES FOR TEMPORARY PROTECTION OF TRENCH ENDS PER OPTION 1 AND 4" FOR ALL CONDUCTOR SIZES IF USED AS MAIN CONDUIT PER OPTION 2. APPROPRIATELY SIZE COUPLERS (SHOWN AND LISTED IN THE PARTS LIST) SHALL BE USED TO CONNECT THE SCHEDULE 40 PVC TO THE FLEXIBLE CONDUIT.

PARTS LIST			
PART No.	MM No.	DESCRIPTION	QTY.
1	30031161	COUPLER KIT, 3" FLEX TO 2" RIGID	A/R
	30030236	COUPLER KIT, 3" FLEX TO 3" RIGID	
	30031918	COUPLER KIT, 4" FLEX TO 4" RIGID	
2	30030235	CONDUIT, FLEX, 3"	A/R
	30031917	CONDUIT, FLEX, 4"	
3	30005908	SERVICE CABLE, 3/0 AWG, 3-COND., AL	A/R
	30005915	SERVICE CABLE, 250Kcmil, 3-COND., AL	
	30005959	SERVICE CABLE, 500Kcmil, 3-COND., AL	
4	30007710	CONDUIT, PVC, 4", DB2	A/R
5	20002181	CAUTION TAPE, BURIED ELECTRIC LINE	A/R
6	30007687	SWEEP, 4" x 16" RADIUS, SCHEDULE 40, PVC	A/R
7	30007583	CONDUIT, 4", SCHEDULE 40, PVC	A/R
8	30031602	CAP, 4", SCHEDULE 40, PVC	A/R
9	20000007	TAPE, PULLING, 1/2" WIDE, POLYESTER	A/R
MM# = REFER TO SECTION 16 ONLY			A/R = AS REQUIRED
* = SUPPLIED BY CUSTOMER			

FOR SHEET 1 OF THIS DRAWING SEE DU-03-209.1-0500
FOR SHEET 3 OF THIS DRAWING SEE DU-03-209.1-0502
ALL DIMENSIONS IN MILLIMETRES
UNLESS OTHERWISE STATED

04	AUG 2019	REMOVED 2" OPTION, UNIVERSAL SIZE. MODIFIED PARTS 1, 2 & 8. MODIFIED NOTES 1, 2 & 4. ADDED NEW NOTES 12, 13 & 14. REMOVED PREVIOUS PART 9 (STRAPS). INTRODUCED GENERIC SUPPORT STRUCTURE FOR CUSTOMER INSTALLATION.	PC/LS	SJ	SJ	MM
03	SEP 2018	GENERAL UPDATES. CHANGED TO NEW DWG. & NUMBERING FORMAT. FOR PREVIOUS REVISIONS REFER TO DU-03-209.1-R2.	SO	PC	AS	PS
Rev No.	Date	Revision Particulars	dwn	ckd	des	app

Drawn By:	Checked By:	Designed By:	Design Approved By:
L.SEQUEIRA			
Scale:	Date: (yyyy/mm/dd)	Pole ID:	
N.T.S.	2012/08/30		



Title: TRENCH DETAIL – SECONDARY SERVICE CABLE FROM DIP POLE TO METER BASE

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Drawing No.	Rev. No.
DU-03-209.1-0501	04

TITLE BLOCK REV 02 – AUGUST 2014

Hydro One trenching guidelines:
Secondary service trench with supply taken from dip pole
per Hydro One Networks Inc. standard drawing DU-03-209.1-0500

The installation options listed below explain Hydro One Networks' Standard (DU-03-209.1-0500) for the installation of Hydro One owned single-phase secondary underground cables. Regardless of who installs the cable, the trench must be constructed per DU-03-209.1-0500/0501. **Note: Options described below will allow the cable installer crew to perform their work without a coordinated site visit with the trench installer.**

For most installations, either Option 1 or Option 2 can be selected by the customer (Option 2 calls for increased mechanical protection via more rigorous conduit); however, Option 2 must be selected for installations where a minimum cover of 600mm is not possible.

Option 1 (requires minimum cover of 600mm): Direct buried cable encapsulated in masonry sand at trench ends as shown in DU-03-209.1-0500

- The trench can be backfilled, excluding open pit area, at either end of trench prior to cable installation.
- The trench must be backfilled with clean masonry sand in areas indicated in DU-03-209.1-0500 and clean native backfill to finished grade immediately after installation of cable.

If the trench end(s) is(are) temporarily left open (i.e. if backfilling cannot occur immediately after cable installation), a length of flexible conduit (specified by Hydro One and listed in DU-03-209.1-0500) shall be applied between the horizontal DB2 conduit and the vertical Schedule 40 PVC at both the meter base and the source pole to provide temporary protection of the cable. See 'D1' in DU-03-209.1-0500. The flexible conduit shall be inserted inside the 100mm DB2 duct a minimum of 600mm.


Option 2 (reduced cover): Schedule 40 PVC / flexible conduit, and sweeps

- In areas of poor soil conditions (e.g. rocky) and where installing straight lengths of Schedule 40 PVC is impossible, flexible conduit can be installed at the sole discretion of Hydro One. This flexible conduit, as listed in DU-03-209.1-0500, shall be 100mm diameter electrical grade corrugated flexible conduit. Flexible drainage pipe or thin wall conduit is NOT acceptable.
- In a case where 600mm of cover is not possible, the secondary cable may be installed in Schedule 40 PVC or in a continuous length of flexible conduit (see above for details on flexible conduit) at a minimum cover of 300mm.
- In a case where 300mm of cover is not possible, such as on bald rock, Schedule 40 PVC (or alternatively the flexible conduit as mentioned above) will be covered in a minimum thickness of 3" (75mm) of concrete wherever reduced cover is encountered. The concrete shall cover the conduit at all points until the vertical component of the sweep is reached. If flexible conduit is employed, it shall not permanently extend beyond the concrete and be left exposed.
- Schedule 40 PVC sweeps shall be used at the trench ends to make the transition to the meter base and dip pole conduits. See 'D2' in DU-03-209.1-0500.

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

FOR SHEET 1 OF THIS DRAWING SEE DU-03-209.1-0500
 FOR SHEET 2 OF THIS DRAWING SEE DU-03-209.1-0501

ALL DIMENSIONS IN MILLIMETRES
 UNLESS OTHERWISE STATED

04	AUG 2019	REMOVED 2" OPTION, UNIVERSAL SIZE. MODIFIED PARTS 1, 2 & 8. MODIFIED NOTES 1, 2 & 4. ADDED NEW NOTES 12, 13 & 14. REMOVED PREVIOUS PART 9 (STRAPS). INTRODUCED GENERIC SUPPORT STRUCTURE FOR CUSTOMER INSTALLATION.	PC/LS	SJ	SJ	MM					
03	SEP 2018	GENERAL UPDATES. CHANGED TO NEW DWG. & NUMBERING FORMAT. FOR PREVIOUS REVISIONS REFER TO DU-03-209.1-R2.	SO	PC	AS	PS	Drawn By:	Checked By:	Designed By:	Design Approved By:	
Rev No.	Date	Revision Particulars	dwn	ckd	des	app	Scale:	Date: (yyyy/mm/dd)	Pole ID:		
							N.T.S.	2012/08/30			
							Title: TRENCH DETAIL – SECONDARY SERVICE CABLE FROM DIP POLE TO METER BASE				
© Copyright Hydro One Networks Inc. All rights reserved. This drawing may not be reproduced or copied, in whole or in part, in any printed, mechanical, electronic, film, or other distribution and storage media or used in any information storage or retrieval system outside of Hydro One Networks Inc., without the written consent of Hydro One Networks Inc. Information contained in this drawing is considered to be confidential. Recipients shall only use the drawing for its intended purpose and shall take necessary measures to prevent disclosure or transmission to outside parties.							Drawing No. DU-03-209.1-0502			Rev. No. 04	

TITLE BLOCK REV 02 – AUGUST 2014



PILOT Design Review and Clarification / Instruction.

<u>Name of PILOT:</u> Temporary PVC Duct Substitutes	<u>Zone & Contact:</u> All Zones
--	--

Hydro One's Underground Distribution Standards require underground cable be installed in PVC DB2 (CSA C22.2 NO 211.1) duct below grade in many applications. Where the Hydro One underground distribution standard or Hydro One design layout specify that a secondary or primary cable be installed in PVC DB2 duct, the following direct substitutes are permitted if all of the following specifications and conditions are met. This substitution is only permitted for construction before December 31st 2022.

- The products below are the only approved substitutes. For other substitutes, contact Hydro One Distribution Lines Technical Services.

Option1: Flex Duct HDPE	Option2: Rigid Duct HDPE
Dura-Line Red 4" Smooth Cor Flex – Mfg. Pt.# 20000672	4" Dura-Line Powerguard Schedule 40 CSA 20ft Stick– Mfg. Pt.# 202736681
Dura-Line Grey 4" Smooth Cor Flex – Mfg. Pt.# 20004732	4" Dura-Line Powerguard Schedule 40 CSA 750' on 96" Steel Reel- Mfg. Pt.# 10014092
Dura-Line Coupler Smooth Cor Flex to Smooth Cor Flex – Mfg. Pt.# 20000231	4" Dura-Line Shur-Lock Coupler - Mfg. Pt.# 20000245
Dura-Line Coupler Smooth Cor to HDPE/Sch 40 PVC Rigid – Mfg. Pt.# 20000252	

- The duct outer colour must be red or grey. Orange, white and yellow ducts are **not** permitted.
- The design of the duct run must satisfy all the requirements of Section 13 of Hydro One's Underground Distribution Standards.
- To design the duct run and calculate a safe cable pull, the coefficient of friction for PVC duct must be used and not the coefficient for HDPE pipe. Refer to Table 2 of Section 13 of the Hydro One Underground Distribution Standards.

Rigid Duct

- The HDPE schedule 40 rigid duct has the same outer diameter as PVC schedule 40 duct. Therefore, schedule 40 bends and accessories can be used with the appropriate adhesive that will adhere HDPE to PVC or the manufacturer's approved coupler.

Prepared by: Muayad Tarabain, P.Eng Lines Technical Support Supervisor Lines Technical Services 10/5/2021	Approved by: Muayad Tarabain, P.Eng Lines Technical Support Supervisor Lines Technical Services 10/12/2021	Pilot Start Date: Oct 12, 2021 Pilot End Date: Dec 31, 2022
--	---	--



PILOT Design Review and Clarification / Instruction.

Flex Duct

- Flex duct must be installed as straight as possible for the straight sections of run, without any significant measureable bends. Long sweeping gradual bends are not permitted.
- The bend radius of the flexible duct must be more than 600mm and less than 2000mm and the sidewall bearing pressure (SWBP) must be less than the threshold in Section 13 of the Hydro One Underground Distribution Standards.
- If installing a transition from Schedule40 rigid duct to flex duct, the appropriate approved coupler kit from the same manufacturer must be used.
- At the duct transition to a vault, a short piece of rigid duct shall be installed with a flex duct coupler on one end and a bell end piece into the vault. Alternatively, flexible duct can be fitted into the vault with a foam sealant applied to prevent debris entering the vault. The installer must ensure the cable can be pulled without any rubbing or friction point between the cable jacket and edge of duct.

This standard reviewed and approved and meets the requirements of Ont. Reg. 22/04.

APPROVED *Muayad Tarabain* Muayad Tarabain P.Eng.

Date: Oct. 12, 2021



Prepared by: Muayad Tarabain, P.Eng Lines Technical Support Supervisor Lines Technical Services 10/5/2021	Approved by: Muayad Tarabain, P.Eng Lines Technical Support Supervisor Lines Technical Services 10/12/2021	Pilot Start Date: Oct 12, 2021 Pilot End Date: Dec 31, 2022
--	---	--

Fax/Email Completed Form To:

Part A of this form allows *Hydro One to communicate with your contractor or your contractor's representative*, as specified by you below, regarding your service work. You may terminate this consent at any time by completing Part B below and sending it to Hydro One at the fax number or email above.

Part A - Consent

I/We, account holder(s) for the electricity account at

Lot, Concession, Township OR 911

Address: _____

Hydro One Account Number (if applicable): _____

AM PROVIDING MY/OUR CONSENT TO DISCLOSE THE FOLLOWING INFORMATION:

(instructions: please check the pieces of information you wish to have Hydro One disclose).

Account holder(s) name(s)/address/phone # Copy of Layout for service work Copy of Invoice for service work

TO THE PERSON NAMED BELOW WHO IS MY/OUR CONTRACTOR OR MY/OUR CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

Name: _____

Business Name (if applicable): _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

This information is to be disclosed for the purpose of (specify scope of work/project exactly):

THE ABOVE CONSENT WILL REMAIN IN EFFECT UNTIL THE DATE THAT:

- (I) you provide Hydro One with written termination of consent;
- (II) the above-referenced account is no longer in the My/Our name; and
- (III) the scope of work/project service work is complete,

whichever occurs first.

7/13/2022

Date: _____

Claudio Bertone

Name (Print): _____

Name (Print): _____

Signature: _____

Signature: _____

Note: For Hydro One accounts where two parties are responsible, both account holders must sign the above consent before service work information will be disclosed.

Part B - Termination of Consent

I/We, account holder(s) for the above reference electricity account, hereby terminate my/our consent for Hydro One to disclose service work related information to my/our contractor or my/our contractor's authorized representative named in Part A above.

Date: _____

Name (Print): _____

Name (Print): _____

Signature: _____

Signature: _____

Partial Extract of Hydro Ottawa Chronology of Events As Provided on September 2, 2022 – Section 7.0 of Submissions.

On August 31, 2021 Hydro One informed Hydro Ottawa it would be able to service the customer from their 8kV system and requested if Hydro Ottawa intends to consent to the SAA. As the customer's official load summary was not available the economic efficiency could not be assessed. ○

On October 21, 2021 Hydro Ottawa asked Hydro One for their estimated cost of service.

November 2, 2021 Hydro One confirmed a temporary service had been provided to the customer.

On November 23, 2021 Hydro One provided Hydro Ottawa its estimated cost of service.

On December 17, 2021 Hydro One followed-up with Hydro Ottawa by email to see if Hydro Ottawa intended to consent to the SAA. Unfortunately Hydro Ottawa did not see the email until a later date. However, a customer official load summary was still not provided and, therefore, the economic efficiency could not be assessed.

On March 3, 2022 Hydro Ottawa notified Hydro One that Hydro Ottawa would contest the SAA application as it relates to 626 Principale Street, Casselman. With the absence of the customer's specific project documentation and details, the assessment was based on the understanding of the requested development's service size. Please refer to Attachment G

On April 29, 2022 Hydro Ottawa and Hydro One met with the customer to explain the SAA process and subsequently Hydro Ottawa requested project documentation.

On May 20, 2022 the customer submitted their documents to Hydro Ottawa in order for Hydro Ottawa to prepare a connection offer. This same date, Hydro Ottawa contacted the customer to confirm receipt of the documents and discuss the information provided to incorporate into Hydro Ottawa's connection offer

On June 30, 2022 Hydro Ottawa inquired to Hydro One's Winchester office for the estimated system expansion costs. Hydro Ottawa followed up with different Hydro One staff on July 11, 2022.

On July 11, 2022 Hydro Ottawa received Hydro One's estimated system expansion costs, which was the final information Hydro Ottawa required in order to complete its economic evaluation.

On July 26, 2022 a member of Hydro One's regulatory team emailed Hydro Ottawa to request support in obtaining a letter of consent. The email clearly indicated that Hydro One was aware that Hydro Ottawa would contest the SAA application. ○ Specifically, it states "My Dx folks tell me that this has been discussed several times between our organizations, with folks in your team ... and that Hydro Ottawa would be consenting to the SAA". Please see Attachment E.

As previously advised, Hydro Ottawa's regulatory group confirmed in an email to Hydro One on August 12th Hydro Ottawa's intention to contest Hydro One's SAA application. Hydro Ottawa also promoted the facilitation of a coordinated SAA application process.

On August 26, 2022 Hydro Ottawa sent the developer an offer to connect. Please see Attachment F

- 1 the necessary documentation to formulate an OTC because developing an OTC and
2 contesting an SAA are not necessarily synonymous.
3
- 4 b) The statement in the email relates to situations where incremental capital costs to
5 service a connection may be comparable between distributors which is not the case
6 here. Please refer to part a.) and Exhibit I, Tab 1, Schedule 2 for further information
7 on economic efficiency assessment in a SAA.
8
- 9 c) Please refer to part a.) and Exhibit I, Tab 1, Schedule 2 for further information on
10 economic efficiency assessment in a SAA.

Filed: 2022-11-11
EB-2022-0234
Exhibit I
Tab 2
Schedule 3
Page 2 of 2

1

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 04**

2
3 **Reference:**

4 Hydro One SAA Attachment 10, email dated July 11, 2022 from Dhaval Patel (Hydro One
5 employee) to Kevin Perez-Lau (Hydro Ottawa employee)

6
7 **Interrogatory:**

8 As it pertains to the estimate for the pole work requested from Hydro Ottawa to Hydro One
9 to facilitate connecting 626 Principale Street, Casselman by Hydro Ottawa, please provide
10 the following details regarding the estimate:

- 11
12 a) Material costs
13 b) Labour costs (including labour hours and labour rate)
14 c) Contract costs
15 d) Overhead costs
16 e) Contingencies
17 f) Other, please provide details

18
19 **Response:**

20 The referenced estimate requested by Hydro Ottawa was a high-level estimate with a
21 veracity of +/-50% tolerance as documented in the Reference. The detailed stratification
22 requested in this interrogatory requires further scope definition that is established by
23 further deliberation and discussion with Hydro Ottawa, a request of which Hydro Ottawa
24 has not initiated with Hydro One until this interrogatory request.

25
26 Hydro One's high-level estimate was provided with limited to no information from Hydro
27 Ottawa. For example, Hydro Ottawa never submitted a formal estimate request with an
28 accurate start and end point of the works requested. There were no framing standards or
29 conductor size provided in order to class poles appropriately, to assess spanning
30 requirements, etc. The only drawing Hydro One was provided to formulate an estimate to
31 Hydro Ottawa is limited to the non-descript emailed image provided in Attachment 1 of this
32 interrogatory response. The high-level estimate was provided based on this limited scope
33 definition thus the stratified information requested in this interrogatory cannot be provided
34 until Hydro Ottawa provides greater scope definition for the works being requested and
35 the timeline for its execution. For the aforementioned reasons the \$600,000 estimate
36 provided to Hydro Ottawa was, and continues to be, considered a "high-level" estimate
37 with a range of +/- 50%.

38
39 With respect to execution schedule, based on the limited scope definition described
40 above, resourcing constraints, and permits that need to be secured; Hydro One does not

Filed: 2022-11-11

EB-2022-0234

Exhibit I

Tab 2

Schedule 4

Page 2 of 2

- 1 foresee this Hydro Ottawa requested work being achievable for another six months to one
- 2 year, at minimum.

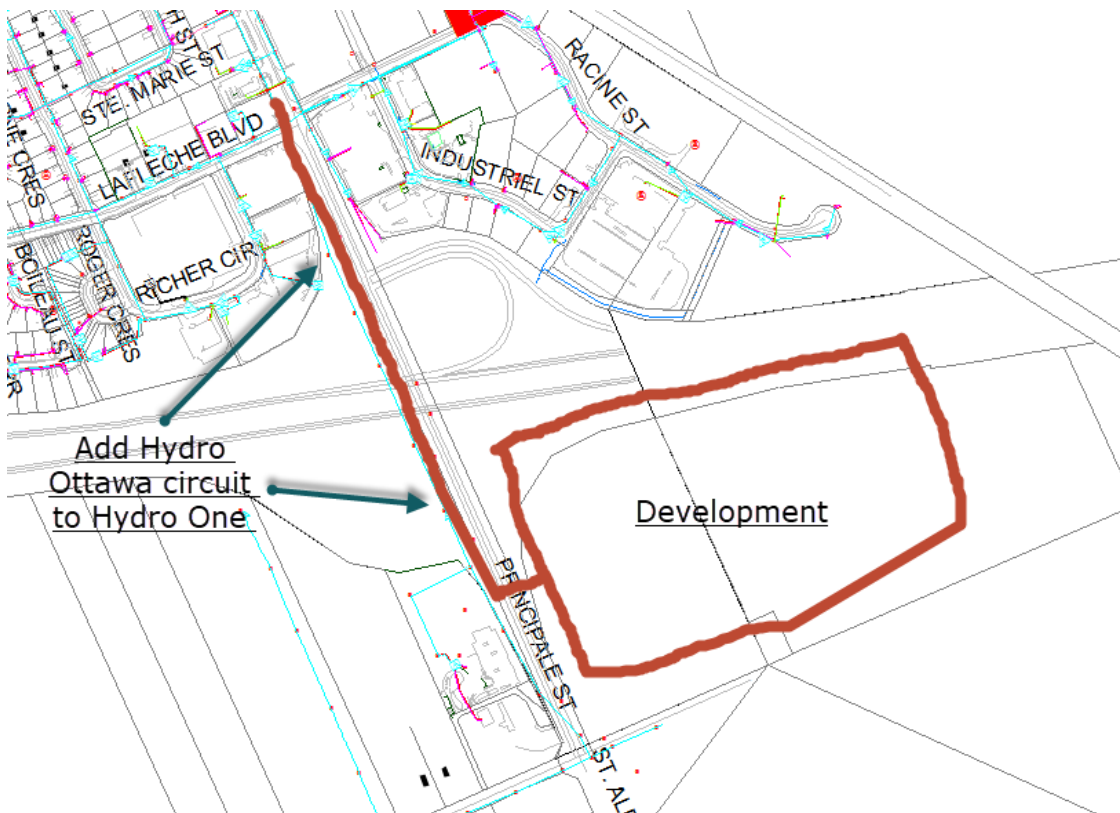
From: Perez-Lau, Kevin <kevinperez-lau@hydroottawa.com>
Sent: Monday, July 11, 2022 12:11 AM
To: PATEL Dhaval
Cc: KUMAR Gaurav; SULEMAN Jayde; FINNEY Michele; CATALANO Pasquale; Murphy, Christopher; Preston, Ken; Laurie Elliott; KOENIGER John; Jim Badour
Subject: Re: [VERIFIED] RE: Re: 626 Principale St, Casselman

You don't often get email from kevinperez-lau@hydroottawa.com. [Learn why this is important](#)

***** Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. *****

Hi Dhaval,

Quick update on Hydro Ottawa reaching out for a high level estimate to Honi DX for upgrading the pole line in question. Please note that I actually spoke to Hydro One Orleans and that is not their service territory. It is actually Hydro One Winchester who is responsible for that particular area. Spoke to John Keoniger from the Winchester office and he directed me to submit a formal request via your scheduling office (zone4scheduling@hydroone.com) our request is looking at the area shown below:



- i) We are asking Honi DX Winchester to confirm if the poles need to be upgraded to accommodate a new HOL cct
- ii) Once they confirm upgrading requirements, we are requesting a high level estimate for the Pole line upgrade in order for us to extend our cct and service the new customer

From the Hydro Ottawa side the Project manager is Jim Badour, he will be looking after the application, we will provide an update as soon as we hear back from HONI DX Winchester. Anything you can do to help expedite the process that would be greatly appreciated. Once we get a price, we will be able to provide a more accurate estimate for the cct extension.

Regards,

Kevin

Kevin Perez-Lau

*Acting Manager, Distribution Design
Gestionnaire par intérim, Conception Distribution*

kevinperez-lau@hydroottawa.com

Tel./tél.: [613 738-5499](tel:6137385499) | ext./poste 7172

Cell.: [613 880-9434](tel:6138809434)



Hydro Ottawa Limited / Hydro Ottawa limitée
2711 Hunt Club Road, PO Box 8700/chemin Hunt Club, C.P. 8700
Ottawa, Ontario K1G 3S4

hydroottawa.com



On Tue, Jun 28, 2022 at 3:55 PM PATEL Dhaval <Dhaval.Patel@hydroone.com> wrote:

Good Evening All,

Thanks for attending the meeting and discussing the status update and regulatory challenges associated with the connection of Ford Distribution and meeting their requested in-service of early Oct 2022. Please review below summary based on meeting discussion and let me know if any change is required. Please provide your comments by July 8th, after that the minutes will be considered final.

- Hydro One design and estimate work is complete and the total cost is less than \$10k.
- Hydro Ottawa has received the site's drawings from the developer and currently, is in the process of reaching out to HONI Dx to get the estimated cost of pole line upgrade to bring the feeder line (from Leflech Blvd and Principale St) to the Developer site. Kevin is trying to reach out to Mike B (**? Kevin can you please confirm the name of the Hydro One person**) from Hydro One to get the high-level estimate. **Action Item: Chris / Kevin to confirm if they need Jayde / Dhaval to help expedite the discussion with Mike B.** Chris confirmed that Hydro Ottawa is looking for high level estimate numbers and not detail estimate in order to avoid cost and resource timing spent on both sides.
- Chris confirmed that the cost of the expansion work will be part of the total connection cost.
- Chris confirmed that Hydro Ottawa can't meet the Customer requested in-service of early Oct 2022.
- Michele provided update with respect to the connection with the Customer.
- Chris suggested that Hydro One shall move forward with the offer to connect to the Customer in order to meet the Oct 2022 timeline.

- **Action Item: Chris and Kevin to get the cost of the pole line upgrade from Hydro One and to complete the high-level estimate by July 8th. Also, Chris and Kevin to discuss the SAA internally and if require, to initiate the dialogue between Laurie and Pasquale (with cc to other team members).**
- **Action Item: Dhaval to set up another meeting in week of July 11th to get the updates.**
- **Action Item: Laurie and Pasquale to discuss and identify regulatory hurdles and solutions to meet the Customer timeline of early Oct 2022.**

Thanks,

Dhaval Patel, P.Eng.

Sr. Network Mgmt. Officer (Dx Rationalization)
Dx Investment Planning, Dx Asset Management
Hydro One Networks Inc.
Tel: (647)638 1606
Email: dhaval.patel@hydroone.com

-----Original Appointment-----

From: PATEL Dhaval
Sent: Monday, June 13, 2022 12:59 PM
To: PATEL Dhaval; KUMAR Gaurav; SULEMAN Jayde; FINNEY Michele; CATALANO Pasquale; Murphy, Christopher; Preston, Ken; kevinperez-lau@hydroottawa.com; Laurie Elliott
Subject: Re: 626 Principale St, Casselman
When: Monday, June 27, 2022 1:00 PM-2:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where: Microsoft Teams Meeting

<< Message: Re: [VERIFIED] RE: Re: New connection at 626 Principal St, Casselman, ON - SAA >>

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Join with a video conferencing device

teams@tp.hydroone.com

Video Conference ID: 111 797 271 0

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 647-951-8804,,293196775#](tel:+16479518804,293196775#) Canada, Toronto

Phone Conference ID: 293 196 775#

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--

Kevin Perez-Lau

*Acting Manager, Distribution Design
Gestionnaire par intérim, Conception Distribution*

kevinperez-lau@hydroottawa.com

Tel./tél.: [613 738-5499](tel:6137385499) | ext./poste 7172

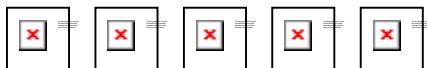
Cell.: [613 880-9434](tel:6138809434)



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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 05**

2

3 **Reference:**

4 Hydro One Submission dated 2022-09-09, page 1. Sub-bullets

5

6 **Interrogatory:**

7 As it pertains to the estimate for the pole work requested from Hydro Ottawa to Hydro One
8 to facilitate connecting 626 Principale Street, Casselman by Hydro Ottawa, please provide
9 the estimated time when Hydro One can complete the work?

10

11 **Response:**

12 Please refer to Exhibit I, Tab 2, Schedule 4.

Filed: 2022-11-11
EB-2022-0234
Exhibit I
Tab 2
Schedule 5
Page 2 of 2

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Filed: 2022-11-11
EB-2022-0234
Exhibit I
Tab 2
Schedule 6
Page 2 of 2

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 07**
2

3 **Reference:**

4 Notice of Hearing and Procedure Order No. 1, dated October 7, 2022 Hydro One Affidavits
5 of service dated submitted October 7, 2022
6

7 **Preamble:**

8 Item 2. Under Service of Notice and Procedural Order No. 1 states:
9

10 Hydro One is directed to immediately serve this Notice and Procedural
11 Order, the Application and the evidence on the Customer. [Emphasis
12 added]
13

14 **Interrogatory:**

15 It was noted in Hydro One affidavits of service as response to the Notice of Hearing and
16 Procedure Order No. 1, that Hydro Ottawa's evidence was not served to Ford Motor
17 Company of Canada Limited.

- 18 a) Please confirm it is an accurate statement that Hydro One did not serve Hydro
19 Ottawa's evidence.
20 b) If so, please confirm why Hydro One did not serve Hydro Ottawa's evidence?
21 c) Please confirm if Hydro One, also did not serve their own evidence dated September
22 9, 2022?
23

24 **Response:**

25 a) Hydro One submits that it did comply with the Notice of Hearing and Procedural Order
26 No. 1. In accordance with the Interim Order, issued September 26, 2022, and Notice
27 and Procedural Order 1, issued October 7, 2022, Hydro One served the Customer with
28 the Application and evidence of this proceeding that was filed on August 18, 2022 by
29 Hydro One as well as the aforementioned Notice and Procedural Order 1. Additionally,
30 Hydro One provided the Customer with an active hyperlink to the Ontario Energy
31 Board's Advanced Regulatory Document Search for this proceeding.
32

33 b) Please refer to part a.)
34

35 c) Please refer to part a.)

Filed: 2022-11-11
EB-2022-0234
Exhibit I
Tab 2
Schedule 7
Page 2 of 2

1

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 08**
2

3 **Reference:**

4 Hydro One Affidavits of service dated October 7, 2022
5

6 **Interrogatory:**

7 It was noted that Hydro One served Claudio Bertone with the Notice and Procedural Order
8 and Hydro One's Original SAA Application. It was also noted that Ford Motor Company
9 of Canada Limited was added under Claudio Bertone's name.
10

- 11 a) Please confirm previous to the affidavits of service, Claudio Bertone did not include
12 Ford Motor Company of Canada Limited under his name in evidence as part of this
13 proceeding.
14 b) Please confirm the email address of Claudio Bertone does not contain a reference to
15 Ford Motor Company of Canada Limited.
16 c) Please confirm Hydro One has received written confirmation of consent from Ford
17 Motor Company of Canada Limited that Claudio Bertone is to represent them as part
18 of this proceeding.
19 d) Please provide the written consent, if received.
20

21 **Response:**

- 22 a) Confirmed. Based on public documentation about the development of the site, Hydro
23 One understands that Ford will be a long-term tenant at 626 Principale Street but is
24 not the Customer in this Application; Claudio Bertone is the Customer.
25
26 b) Confirmed.
27
28 c) Not confirmed. The Customer represents his own interests and is the owner and
29 developer of the Subject Area.
30
31 d) Not applicable, please refer to parts a) and c), respectively.

Filed: 2022-11-11
EB-2022-0234
Exhibit I
Tab 2
Schedule 8
Page 2 of 2

1

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 09**

2
3 **Reference:**

4 Notice of Hearing and Procedure Order No. 1, dated October 7, 2022 Hydro One Affidavits
5 of service dated October 7, 2022

6
7 **Preamble:**

8 Item 3. Under Service of Notice and Procedural Order No. 1 states:

9
10 *Hydro One and Hydro Ottawa shall post a copy of this*
11 *Notice and Procedural Order, the Application and the*
12 *evidence on each of their respective websites. [Emphasis*
13 *added]*

14
15 **Interrogatory:**

16 It was noted in Hydro One affidavits of service in response to the Notice of Hearing and
17 Procedure Order No. 1, Hydro Ottawa's evidence was not posted on its website provided.

- 18
19 a) Please confirm this is an accurate statement.
20 b) If accurate, please confirm why Hydro One did not post Hydro Ottawa's evidence?
21 c) Please confirm, Hydro One also did not post their own evidence dated September 9,
22 2022?

23
24 **Response:**

25 a) Hydro One submits that it did comply with the Notice of Hearing and Procedural Order
26 No. 1. In accordance with the Interim Order, issued September 26, 2022, and Notice
27 and Procedural Order 1, issued October 7, 2022, Hydro One posted on its website the
28 Application and evidence of this proceeding that was filed on August 18, 2022 by
29 Hydro One as well as the aforementioned Notice and Procedural Order 1. Moreover,
30 as the OEB found in Procedural Order No.1 that Hydro Ottawa's "Contested Service
31 Area Amendment Application" was not an application in its own right but rather a
32 response to Hydro One's Application, Hydro One did not interpret the Order to require
33 the posting of Hydro Ottawa's "Contested Service Area Amendment Application".

- 34
35 b) Please refer to part a).
36
37 c) Please refer to part a).

Filed: 2022-11-11
EB-2022-0234
Exhibit I
Tab 2
Schedule 9
Page 2 of 2

1

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 10**
2

3 **Reference:**

4 Notice of Hearing and Procedural Order No. 1 (EB-2022-0234)
5

6 **Preamble:**

7 In the Notice of Hearing and Procedural Order No. 1 the following statement was made:
8

9 “The OEB considers that document to be Hydro Ottawa’s dispute of the
10 Hydro One Application. It would not be appropriate to treat it as an
11 application in its own right, because the subject property is already in the
12 Hydro Ottawa service area. Accordingly, the OEB has assigned a single
13 file number to this proceeding.”
14

15 **Interrogatory:**

16 With reference to the statement made in the procedural order provided as part of this
17 question:
18

- 19 a) Do Hydro One agree with the statement from the Notice of Hearing and Procedural
20 order above that the development, in full, resides in Hydro Ottawa’s service territory,
21 prior to the Interim Order dated September 26, 2022?
22 b) Please confirm that, although the address of the connection at 626 Principale Street,
23 Casselman is located in Hydro Ottawa’s service territory, a portion of the development,
24 resides in Hydro One territory.
25 c) Please point to any and all references where in Hydro One’s evidence a reference to
26 this can be found?
27

28 **Response:**

- 29 a) No, Hydro One does not agree with the conclusions made in the Interim Order that the
30 subject property resides entirely in Hydro Ottawa’s service territory. However, it
31 appears that the OEB is considering only Hydro One’s distribution licence amendment
32 application, therefore the lands are limited to those that resided completely within the
33 geographic territory of Hydro Ottawa prior to the Interim Order, i.e., the Subject Area
34 of the Hydro One application.
35
36 b) Confirmed.
37
38 c) Hydro One’s evidence is specific to the lands requiring amendment such that Hydro
39 One can service the Subject Area.

Filed: 2022-11-11
EB-2022-0234
Exhibit I
Tab 2
Schedule 10
Page 2 of 2

1

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 11**

2
3 **Reference:**

4 Hydro One Submission dated 2022-09-09, page 1. Sub-bullets 2
5 Hydro One Submission dated 2022-09-09, page 5 starting at 25 to page 7
6 line 21

7
8 **Preamble:**

9 Definitions per the Distribution System Code

10
11 load transfer means a network supply point of one distributor that is
12 supplied through the distribution network of another distributor and where
13 this supply point is not considered a wholesale supply or bulk sale point;

14
15 load transfer customer means a customer that is provided distribution
16 services through a load transfer;

17
18 geographic distributor, with respect to a load transfer, means the distributor
19 that is licensed to service a load transfer customer and is responsible for
20 connecting and billing the load transfer customer;

21
22 physical distributor, with respect to a load transfer, means the distributor
23 that provides physical delivery of electricity to a load transfer customer, but
24 is not responsible for connecting and billing the load transfer customer
25 directly

26
27 **Interrogatory:**

28 For the temporary connection at 626 Principale Street, Casselman (therefore prior to the
29 OEB amending Hydro Ottawa's Distribution license on an interim basis per Interim Order
30 dated September 26, 2022), please confirm:

- 31 a) If Hydro One considered the temporary connection to the customer to be in Hydro
32 Ottawa's service territory?
33 b) When Hydro One advised Hydro Ottawa of the scheduled energized date?
34 c) When Hydro One advised Hydro Ottawa the customer was energized?
35 d) Hydro One supplied the customer energy from Hydro One's distribution network,
36 metered the customer and billed the customer?
37 e) That the temporary connection at 626 Principale Street, Casselman was not a
38 temporary load transfer customer?
39 f) Please provide the temporary customer's rate class for billing purposes.

1 **Response:**

2 a) Confirmed. The Subject Area, at the time of the temporary construction supply request,
3 was in the geographic service territory of Hydro Ottawa.

4
5 b) Hydro One advised Hydro Ottawa that it could energize the Customer with a temporary
6 connection on November 2, 2021, and, based on the needs of the Customer, the actual
7 temporary construction service supply was completed on January 11, 2022.

8
9 c) Please refer to part b).

10
11 d) The Subject Area was not in Hydro One's distribution service territory at the time of
12 the temporary construction supply request. The responsibility to physically serve and
13 bill the customer of the Subject Area was Hydro Ottawa's as the geographic distributor.
14 Hydro One physically served the customer of the Subject Area in Hydro Ottawa's stead
15 because Hydro Ottawa could not physically do so, and still cannot without significant
16 expansion. Hydro One provided temporary construction service supply and services
17 which were billed according to the Hydro One approved rate class as per the service
18 request.

19
20 e) Temporary construction connections are not considered long-term load transfers
21 (LTLT) unless they are long term (exceed 12 months) and they should not be utilized
22 by the geographic distributor to expand its system to connect customers. This is
23 explicitly documented in the OEB's Notice of Amendment to the Distribution System
24 Code (DSC) that was issued on LTLTs. The extract reads as follows:

25
26 *"(Temporary connections) cannot be long-term or permanent and they*
27 *cannot be used by a geographic distributor in order to expand its system to*
28 *connect customers".*

29
30 If the OEB had not issued an Interim Order in this proceeding, and the Customer had
31 been billed by Hydro Ottawa yet physically served by Hydro One until such time that
32 Hydro Ottawa is capable of physically serving the Customer, then yes, the connection
33 would most certainly have been an LTLT. However, as explicitly documented in the
34 Interim Order, the Customer is to be billed and physically served by Hydro One. Hydro
35 One believes that any decision to revert the Customer back in the geographic service
36 territory of Hydro Ottawa will need reasons why it is appropriate to create a new LTLT
37 for Hydro Ottawa's proposed connection but not allow it in other circumstances.

38
39 f) The rate class utilized was General Service Energy.

1 **HYDRO OTTAWA LIMITED INTERROGATORY - 12**
2

3 **Reference:**

4 Hydro Ottawa Hydro Ottawa's dispute of the Service Area Amendment Application -
5 September 2, 2022
6 Hydro One Service Area Amendment Section 7.3.3.

7
8 **Preamble:**

9
10 Approval of this SAA will not result in any negative impacts on cost, rates,
11 service quality, and reliability and will arguably improve service quality by
12 being ready to connect the Customer by the connection date requested,
13 subject to OEB approval. [Emphasis Added]
14

15 **Interrogatory:**

16 In reference to the statement above regarding no negative impact to the customer at 626
17 Principale Street, Casselman:

- 18
19 a) Please confirm the sample bill estimate for Hydro One completed by Hydro Ottawa in
20 its Letter of Dispute submitted to the OEB September 2, 2022, if using the same
21 assumptions provided in the letter, is a reasonable bill estimate for 626 Principale
22 Street, Casselman?
23 b) If not, please provide a bill sample using the same assumptions (for example remove
24 temporary bill rates and charges and use 2023 rates).
25 c) How did Hydro One determine the rates would not negatively impact the customer?
26 d) What tolerances/thresholds were used in the case of 626 Principale Street, Casselman
27 to determine there was no negative rate impact?
28 e) Other than connection costs, was Hydro One including any other costs to the
29 customer?
30 i. If yes, please describe.
31 ii. If yes, please describe the tolerances/thresholds that were used in the case of
32 626 Principale Street, Casselman to determine there was no negative rate
33 impact?
34 f) Please provide the remaining capacity that serves the 44kV overhead circuit to Hydro
35 One's Casselman distribution?

1 **Response:**

2 a) Please refer to Exhibit I, Tab 1, Schedule 2.

3

4 Hydro One notes that the Hydro Ottawa sample bill estimate is predicated on Hydro
5 One providing an interim connection to the Customer at 8.32kV for an undefined period
6 and notably until Hydro Ottawa is able to extend their distribution plant south of
7 Highway 417 by going joint use on a Hydro One pole upgrade along Principale Street.
8 The end result would be that Hydro Ottawa could provide the Customer with a similar
9 8.32 kV solution at an estimated incremental capital cost of approximately \$800,000.

10

11 b) N/A.

12

13 c) Section 7.3.3 of the SAA requests a description of any impacts on costs, rates, service
14 quality and reliability of customers of any distributor *outside the area that is the subject*
15 *of the SAA* that arise as a result of the proposed SAA. Given the incremental cost of
16 the Hydro One connection, less than \$10,000, and the greater than \$1,000,000
17 materiality threshold of both distributors as established by section 2.0.8 of the *OEB's*
18 *Chapter 2 OEB Filing Requirements*¹, the proposed SAA was assumed to have no
19 material adverse effect on the rates of either distributor.

20

21 d) Please refer to part c).

22

23 e) Please refer to part c).

24

25 f) The remaining capacity on the 44kV feeder is 6.2MVA based on system planning
26 limits.

¹ [Filing Requirements For Electricity Distribution Rate Applications - 2022 Edition for 2023 Rate Applications – Materiality Thresholds – Section 2.0.8 – April 18, 2022](#)

1 **HYDRO OTTAWA LIMITED INTERROGATORY - 13**
2

3 **Reference:**

4 Hydro One Service Area Amendment, Attachment 1: Customer's Letter of Support
5

6 **Interrogatory:**

7 For Ford Motor Company of Canada Limited (permanent customer) at 626 Principale
8 Street, Casselman, please provide:
9

- 10 a) What rate class the customer will be in.
11 b) What the customer's estimated monthly bill would be.
12 c) Material that has been provided to the customer regarding rates and monthly billing.
13

14 **Response:**

- 15 a) Please refer to Attachment 6 of the Application.
16 b) Please refer to Exhibit I, Tab 1, Schedule 2.
17 c) Please refer to Exhibit I, Tab 1, Schedule 1 and 2.

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 14**

2
3 **Reference:**

4 Hydro One Submission dated 2022-09-09, page 15, lines 1 to 21

5 Hydro One Submission dated 2022-09-09, page 1, sub bullet 2

6
7 **Preamble:**

8 Hydro One Submission dated 2022-09-09, page 15, lines 1 to 21

9
10 These lines 8 and 9 state

11
12 At this time, Hydro One would like to clarify that no agreement to serve the
13 Customer on a temporary basis was ever made at the April 29, 2022,
14 meeting.

15
16 **Interrogatory:**

17 The meeting minutes of April 29, 2022 appear to be detailed:

- 18
19 a) Please confirm the meeting minutes did not indicate Hydro One informed Chris Murphy
20 that Hydro One would not support a temporary connection?
21 b) Please confirm that Hydro One did not inform Chris Murphy, in response to his request,
22 that Hydro One thought Hydro Ottawa's proposed arrangement would contravene the
23 Distribution System Code?
24 c) After the April 29, 2022 meeting did Hydro One inform Hydro Ottawa they thought
25 Hydro Ottawa's proposed solution contravened the Distribution System Code?

26
27 **Response:**

- 28 a) Confirmed; the meeting notes from the tri-party meeting initiated by Hydro One
29 between the Customer, Hydro One and Hydro Ottawa does not note any agreement
30 or disagreement about the proposal. It simply reiterates what was stated by Hydro
31 Ottawa. Hydro One also notes that there was an identified need for a service area
32 amendment application to effectuate the connection proposed by Hydro Ottawa.
33
34 b) Not confirmed. At the meeting on June 27, 2022, which followed the April 29 2022
35 meeting, Hydro One shared its concerns with Hydro Ottawa, specifically, the parties
36 discussed how Hydro Ottawa's proposal would not comply with distributor licences
37 and codes. The June 27, 2022 meeting minutes are provided as Attachment 10 of the
38 Hydro One SAA. Regrettably, despite being invited, no regulatory affairs
39 representation from Hydro Ottawa was available for that meeting and Hydro Ottawa
40 employees Chris Murphy and Kevin Perez-Lau acknowledged that they were not best

1 suited to discuss the specifics of regulatory matters. The Hydro Ottawa employees
2 were therefore tasked with circling back with their regulatory affairs group and to
3 initiate further conversations with Hydro One on the subject if necessary. No further
4 dialogue on this matter was initiated with Hydro One.

5

6 c) Please refer to part b.) above.

- 1 c) It is noted that Ford Motor Company of Canada Limited is not referenced in the
2 Attachment 1 letter. It is also noted that the wording specifically states “will be able to
3 supply our development project” [Emphasis added]
4 i. Did Hydro One believe this letter indicated Ford Motor Company of Canada
5 Limited supported the application?
6 ii. If yes, please explain what in the letter indicated the permanent customer, rather
7 than the developer, supported the SAA Application?
8

9 **Response:**

- 10 a) With respect to the request for written documentation that supports that Hydro One
11 can supply the development at 626 Principale Street more rapidly, the fact is, that
12 Hydro One is the only distributor that can provide the Customer service by their desired
13 connection date, please refer to Hydro Ottawa’s own submissions in this proceeding,
14 specifically Attachment 1 p.3 of the Hydro Ottawa September 2, 2022 submissions. At
15 this reference, Chris Murphy, a representative of Hydro Ottawa documents that in the
16 meeting minutes of a tri-party meeting between the Customer, Hydro One and Hydro
17 Ottawa the following:
18

19 In terms of the temporary connection, ***Hydro Ottawa confirmed to Hydro***
20 ***One on April 29, 2022 that it could not provide a connection to the***
21 ***customer by October, 2022 and, so, it was agreed that Hydro One***
22 ***would proceed to service the facility by October, 2022 on a temporary***
23 ***basis***, as noted in the meeting minutes attended by Hydro Ottawa, Hydro
24 One and the customer. [Emphasis added]
25

26 These meeting minutes were shared with the Customer following the meeting as
27 shown at Attachment 8 of the Hydro One SAA Application. Today, Hydro One remains
28 the only distributor that can physically serve the customer without significant time
29 needed for unnecessary expansions.
30

31 With respect to economic assessments, please refer to Hydro One’s Offer to Connect
32 the Customer which was prepared for the Customer on June 6, 2022.
33

34 Please refer to Attachment 10 of the SAA Application that depicts the high-level
35 estimate of \$600k provided for the Hydro Ottawa pole line upgrade in order for Hydro
36 Ottawa to extend their circuit and service the Customer. Please refer to Exhibit I, Tab
37 1, Schedule 2 for further information on economic efficiency assessment.
38

- 39 b) Please see answer in a)

1 c) Hydro One's assessment of economic efficiency was predicated and consistent with
2 the principles established in the Decision with Reasons for the Combined Hearing,
3 RP-2003-0044, which assessment is not customer-specific. The Decision with
4 Reasons for the Combined Hearing is clear that:

5
6 A consistent application of the Board's emphasis on economic efficiency
7 should result in connection decisions which optimize the existing
8 infrastructure. This enhances the local distribution company's return on its
9 investments, and should result in rewards for shareholders, and
10 ratepayers. Ensuring that connection decisions are made on the basis of
11 an effective use of existing infrastructure will create a system-wide, indeed
12 a province-wide avoidance of unnecessary expenditures, and the attendant
13 implications for electricity rates. Inefficient connection activities work to the
14 prejudice of local distribution utilities, and their customers.¹

15
16 Please refer to Exhibit I, Tab 1, Schedule 2 for further information on economic
17 efficiency assessment.

18
19 d) Hydro One informed the Customer in preliminary discussions that Hydro Ottawa's
20 rates were lower than Hydro One's general service demand rates and provided 2021
21 bill impacts for Hydro One's Sub-transmission, General Service Demand, General
22 Service Urban Demand and Hydro Ottawa's corresponding rates. The information
23 shared is provided as Attachment 1. For context, Hydro One discussed various
24 technically viable Hydro One connection alternatives with the Customer and their
25 corresponding rate impact including extending Hydro One's existing 44kV solution to
26 the Customer. Extending Hydro One's 44kV solution to the Customer would have
27 made the Customer eligible for Hydro One's sub-transmission rates – the cheapest
28 monthly bill alternative to the Customer. Irrespective of the monthly savings, the
29 Customer elected to connect to Hydro One's 8.32 kV solution and remains supportive
30 of that solution in this proceeding. Please refer to Exhibit I, Tab 1, Schedule 2 for
31 further information.

32
33 e) Please refer to part d). Conversations were had with the Customer, the owner and
34 developer of the land and not the future tenant, Ford Motor Company of Canada
35 Limited.

36
37 f) Please see answer in d). Hydro One expects that Hydro Ottawa provided the
38 Customer with all the relevant and accurate information pertinent to the Hydro Ottawa

¹ [Combined Hearing Decision – February 27, 2004 – Paragraph 89](#)

1 connection including costs as part of the Hydro Ottawa Offer to Connect that was given
2 to the Customer on August 26, 2022.

3

4 g) Please refer to Attachment 8 of the Hydro One SAA application for the meeting
5 minutes of the April 29, 2022 tri-party meeting between the Customer, Hydro One and
6 Hydro Ottawa where the first bullet is that Hydro One and Hydro Ottawa
7 representatives provided the Customer with information on the SAA process set by
8 the Board.

9

10 With reference to letter of support provided by Claudio Bertone:

11

12 a) Please refer to answer in a) in above section.

13

14 b) Please refer to answer in a) in above section.

15

16 c) Hydro One received the connection request from Claudio Bertone, the owner and
17 developer of the site and, as such, reached out to Claudio Bertone for the support
18 letter. Hydro One notes that Hydro Ottawa did not request for Ford Motor Company
19 of Canada, Limited representatives to be present at the April 29, 2022 tri-party meeting
20 between Hydro One, Hydro Ottawa and the Customer and that Hydro Ottawa's own
21 Offer to Connect is addressed to Claudio Bertone as well, as the Customer, and not
22 Ford Motor Company of Canada, Limited.

2021 Bill Impacts (Average Consumption Level) - ST

Rate Class	Hydro Ottawa - GSD	ST
Monthly Consumption (kWh)	1,294,918	1,294,918
Peak (kW)	2,500	2,500
Loss factor	1.023	1.034
Load factor	71%	71%
Monthly Consumption (kWh) - Uplifted	1,325,219	1,338,945
Charge determinant	kW	kW

	Volume	Hydro Ottawa Rate	Current Charge (\$)	Volume	Hydro One ST Rate	Proposed Charge (\$)	Change (\$)	Change (%)	% of Total Bill
Energy (Non-RPP)*	1,325,219	0.108	142,461.00	1,338,945	0.108	143,936.55	1,475.56	1.04%	75.85%
Service Charge	1	4,193.93	4,193.93	1	1312.30	1,312.30	-2,881.63	-68.71%	0.69%
Base Rate Adjustment to Recover Past Tax Amount:				1	36.18	36.18	36.18	N/A	0.02%
Fixed Deferral/Variance Account Rider (General)	1		0.00	1	0.00	0.00	0.00	N/A	0.00%
Fixed ESM Rider	1		0.00	1	-15.70	-15.70	-15.70	N/A	-0.01%
Distribution Volumetric Charge	2,500	4.8106	12,026.50	2,500	1.5335	3,833.75	-8,192.75	-68.12%	2.02%
Base Rate Adjustment to Recover Past Tax Amount:	2,500	0.02099	52.48	2,500	0.0540	135.00	82.53	157.27%	0.07%
Volumetric Deferral/Variance Account Rider (General)	2,500	0.1463	365.75	2,500	0.9444	2,361.00	1,995.25	545.52%	1.24%
Volumetric Deferral/Variance Account Rider (Sub-Account Global Adjustment)	1,325,219	0.0026	3,445.57	1,338,945	-0.0039	-5,221.88	-8,667.45	-251.55%	-2.75%
Volumetric ESM Rider	2,500		0.00	2,500	-0.0219	-54.75	-54.75	N/A	-0.03%
Sub-Total: Distribution			20,084.22			2,385.90	-17,698.33	-88.12%	1.26%
Retail Transmission Rate – Network Service Rate	2,500	3.2248	8,062.00	2,500	3.5960	8,990.00	928.00	11.51%	4.74%
Retail Transmission Rate – Line and Transformation Connection Service Rat	2,500	2.0995	5,248.75	2,500	2.9558	7,389.50	2,140.75	40.79%	3.89%
Sub-Total: Retail Transmission			13,310.75			16,379.50	3,068.75	23.05%	8.63%
Sub-Total: Delivery			33,394.97			18,765.40	-14,629.58	-43.81%	9.89%
Wholesale Market Service Rate (WMS) - not including CBR	1,325,219	0.0030	3,975.66	1,338,945	0.0030	4,016.83	41.18	1.04%	2.12%
Capacity Based Recovery (CBR) - Applicable for Class B Customers	1,325,219	0.0004	530.09	1,338,945	0.0004	535.58	5.49	1.04%	0.28%
Rural Rate Protection Charge	1,325,219	0.0005	662.61	1,338,945	0.0005	669.47	6.86	1.04%	0.35%
Standard Supply Service – Administration Charge (if applicable)	1	0.25	0.25	1	0.25	0.25	0.00	0.00%	0.00%
Sub-Total: Regulatory			5,168.60			5,222.13	53.53	1.04%	2.75%
Total Electricity Charge (before HST)			181,024.57			167,924.08	-13,100.49	-7.24%	88.50%
HST		13%	23,533.19		13%	21,830.13	-1,703.06	-7.24%	11.50%
Total Electricity Charge (including HST)			204,557.77			189,754.22	-14,803.55	-7.24%	100.00%
Ontario Electricity Rebate (OER)		0%	0.00		0%	0.00	0.00	N/A	0.00%
Total Amount			204,557.77			189,754.22	-14,803.55	-7.24%	100.00%

2021 Bill Impacts (Average Consumption Level) - GSD

Rate Class	Hydro Ottawa - GSD	GSD
Monthly Consumption (kWh)	1,294,918	1,294,918
Peak (kW)	2,500	2,500
Loss factor	1.023	1.061
Load factor	71%	71%
Monthly Consumption (kWh) - Uplifted	1,325,219	1,373,907
Charge determinant	kW	kW

	Volume	Hydro Ottawa Rate	Current Charge (\$)	Volume	Hydro One GSD Rate	Proposed Charge (\$)	Change (\$)	Change (%)	% of Total Bill
Energy (Non-RPP)*	1,325,219	0.108	142,461.00	1,373,907	0.108	147,695.05	5,234.06	3.67%	64.00%
Service Charge	1	4,193.93	4,193.93	1	108.28	108.28	-4,085.65	-97.42%	0.05%
Base Rate Adjustment to Recover Past Tax Amount:				1	4.34	4.34	4.34	N/A	0.00%
Fixed Deferral/Variance Account Rider (General)	1		0.00	1	0.00	0.00	0.00	N/A	0.00%
Fixed ESM Rider	1		0.00	1	-1.52	-1.52	-1.52	N/A	0.00%
Distribution Volumetric Charge	2,500	4.8106	12,026.50	2,500	18.3296	45,824.00	33,797.50	281.03%	19.86%
Base Rate Adjustment to Recover Past Tax Amount:	2,500	0.02099	52.48	2,500	0.7338	1,834.50	1,782.03	3395.95%	0.79%
Volumetric Deferral/Variance Account Rider (General)	2,500	0.1463	365.75	2,500	0.0117	29.25	-336.50	-92.00%	0.01%
Volumetric Deferral/Variance Account Rider (Sub-Account Global Adjustment)	1,325,219	0.0026	3,445.57	1,373,907	-0.0039	-5,358.24	-8,803.81	-255.51%	-2.32%
Volumetric ESM Rider	2,500		0.00	2,500	-0.2555	-638.75	-638.75	N/A	-0.28%
Sub-Total: Distribution			20,084.22			41,801.86	21,717.64	108.13%	18.11%
Retail Transmission Rate – Network Service Rate	2,500	3.2248	8,062.00	2,500	2.0421	5,105.25	-2,956.75	-36.68%	2.21%
Retail Transmission Rate – Line and Transformation Connection Service Rat	2,500	2.0995	5,248.75	2,500	1.7006	4,251.50	-997.25	-19.00%	1.84%
Sub-Total: Retail Transmission			13,310.75			9,356.75	-3,954.00	-29.71%	4.05%
Sub-Total: Delivery			33,394.97			51,158.61	17,763.64	53.19%	22.17%
Wholesale Market Service Rate (WMS) - not including CBR	1,325,219	0.0030	3,975.66	1,373,907	0.0030	4,121.72	146.07	3.67%	1.79%
Capacity Based Recovery (CBR) - Applicable for Class B Customers	1,325,219	0.0004	530.09	1,373,907	0.0004	549.56	19.48	3.67%	0.24%
Rural Rate Protection Charge	1,325,219	0.0005	662.61	1,373,907	0.0005	686.95	24.34	3.67%	0.30%
Standard Supply Service – Administration Charge (if applicable)	1	0.25	0.25	1	0.25	0.25	0.00	0.00%	0.00%
Sub-Total: Regulatory			5,168.60			5,358.49	189.89	3.67%	2.32%
Total Electricity Charge (before HST)			181,024.57			204,212.15	23,187.58	12.81%	88.50%
HST		13%	23,533.19		13%	26,547.58	3,014.39	12.81%	11.50%
Total Electricity Charge (including HST)			204,557.77			230,759.73	26,201.97	12.81%	100.00%
Ontario Electricity Rebate (OER)		0%	0.00		0%	0.00	0.00	N/A	0.00%
Total Amount			204,557.77			230,759.73	26,201.97	12.81%	100.00%

2021 Bill Impacts (Average Consumption Level) - UGD

Rate Class	Hydro Ottawa - GSD	UGD
Monthly Consumption (kWh)	1,294,918	1,294,918
Peak (kW)	2,500	2,500
Loss factor	1.023	1.050
Load factor	71%	71%
Monthly Consumption (kWh) - Uplifted	1,325,219	1,359,663
Charge determinant	kW	kW

	Volume	Hydro Ottawa Rate	Current Charge (\$)	Volume	Hydro One UGD Rate	Proposed Charge (\$)	Change (\$)	Change (%)	% of Total Bill
Energy (Non-RPP)*	1,325,219	0.108	142,461.00	1,359,663	0.108	146,163.81	3,702.82	2.60%	69.58%
Service Charge	1	4,193.93	4,193.93	1	100.19	100.19	-4,093.74	-97.61%	0.05%
Base Rate Adjustment to Recover Past Tax Amount:				1	3.92	3.92	3.92	N/A	0.00%
Fixed Deferral/Variance Account Rider (General)	1		0.00	1	0.00	0.00	0.00	N/A	0.00%
Fixed ESM Rider	1		0.00	1	-1.40	-1.40	-1.40	N/A	0.00%
Distribution Volumetric Charge	2,500	4.8106	12,026.50	2,500	10.5601	26,400.25	14,373.75	119.52%	12.57%
Base Rate Adjustment to Recover Past Tax Amount:	2,500	0.02099	52.48	2,500	0.4134	1,033.50	981.03	1869.51%	0.49%
Volumetric Deferral/Variance Account Rider (General)	2,500	0.1463	365.75	2,500	0.1062	265.50	-100.25	-27.41%	0.13%
Volumetric Deferral/Variance Account Rider (Sub-Account Global Adjustment)	1,325,219	0.0026	3,445.57	1,359,663	-0.0039	-5,302.69	-8,748.26	-253.90%	-2.52%
Volumetric ESM Rider	2,500		0.00	2,500	-0.0004	-1.00	-1.00	N/A	0.00%
Sub-Total: Distribution			20,084.22			22,498.27	2,414.05	12.02%	10.71%
Retail Transmission Rate – Network Service Rate	2,500	3.2248	8,062.00	2,500	2.6172	6,543.00	-1,519.00	-18.84%	3.11%
Retail Transmission Rate – Line and Transformation Connection Service Rat	2,500	2.0995	5,248.75	2,500	2.1608	5,402.00	153.25	2.92%	2.57%
Sub-Total: Retail Transmission			13,310.75			11,945.00	-1,365.75	-10.26%	5.69%
Sub-Total: Delivery			33,394.97			34,443.27	1,048.30	3.14%	16.40%
Wholesale Market Service Rate (WMS) - not including CBR	1,325,219	0.0030	3,975.66	1,359,663	0.0030	4,078.99	103.33	2.60%	1.94%
Capacity Based Recovery (CBR) - Applicable for Class B Customers	1,325,219	0.0004	530.09	1,359,663	0.0004	543.87	13.78	2.60%	0.26%
Rural Rate Protection Charge	1,325,219	0.0005	662.61	1,359,663	0.0005	679.83	17.22	2.60%	0.32%
Standard Supply Service – Administration Charge (if applicable)	1	0.25	0.25	1	0.25	0.25	0.00	0.00%	0.00%
Sub-Total: Regulatory			5,168.60			5,302.94	134.33	2.60%	2.52%
Total Electricity Charge (before HST)			181,024.57			185,910.02	4,885.45	2.70%	88.50%
HST		13%	23,533.19		13%	24,168.30	635.11	2.70%	11.50%
Total Electricity Charge (including HST)			204,557.77			210,078.33	5,520.56	2.70%	100.00%
Ontario Electricity Rebate (OER)		0%	0.00		0%	0.00	0.00	N/A	0.00%
Total Amount			204,557.77			210,078.33	5,520.56	2.70%	100.00%

1 **HYDRO OTTAWA LIMITED INTERROGATORY - 16**
2

3 **Reference:**

4 Hydro One Service Area Amendment Section 7.1.2 sub-bullet 4.
5 Hydro One Submission dated 2022-09-09, page 2. Sub-bullets 3. A.
6

7 **Preamble:**

8
9 *“Hydro One’s proposed SAA will not result in any stranded or duplicated*
10 *assets.”*
11

12 **Interrogatory:**

- 13
14 a) How many Hydro One poles, from Hydro One’s Casselman distribution station to 626
15 Principale Street, Casselman, are built on the opposite side of the same street/road as
16 a Hydro Ottawa pole in Hydro Ottawa’s service territory?
17 b) When were these poles installed?
18

19 **Response:**

- 20 a) Hydro One facilities are built across the street from Hydro Ottawa facilities. This is not
21 uncommon throughout the province. However, irrespective of the number of poles,
22 Hydro Ottawa’s distribution infrastructure will continue to serve the same purpose it
23 does today and will not be stranded as a result of Hydro One’s proposed SAA.
24 Consequently, Hydro One’s evidence remains that the Hydro One SAA will not result
25 in any stranded or duplicated assets.
26
27 b) Hydro One’s distribution infrastructure in this area was originally installed in the 1950s.
28 Some poles have since been replaced starting in 1995.

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1

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 17**

2
3 **Reference:**

4 Hydro One Submission dated 2022-09-09, page 2. Sub-bullets 3. a.

5
6 **Interrogatory:**

7 In relation to the property in comparison to Hydro One's boundary:

- 8
- 9 a) Please confirm that the corner of the customer's property is at the corner of Principale
10 Street and Concession Road 7. At Concession Road 7, Principale Street transitions to
11 St Albert. In addition Concession Road 7 transitions to Aurele Road at Principale
12 Street?
- 13 b) Other than through service area amendments (2 addresses prior to the interim order)
14 please confirm that Hydro One does not serve any addresses on Principale Street?

15
16 **Response:**

- 17 a) Confirmed. Please refer to Attachment 1 and Attachment 2 of the Reference for a map
18 of the Subject Area and the nearby customers that Hydro One serves south of Highway
19 417 that are adjacent or nearby the Customer site. Please also refer to Exhibit I, Tab
20 1, Schedule 1 for a map of the large territory and corresponding current and future
21 customers Hydro One serves outside the limits of Casselman south of Highway 417.
22 Conversely, Hydro Ottawa has no customers south of Highway 417 and no distribution
23 plant south of Highway 417 in this area.
- 24
- 25 b) Please refer to part a.

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1

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1 **HYDRO OTTAWA LIMITED INTERROGATORY - 18**

2
3 **Reference:**

4 Hydro One Submission dated 2022-09-09, page 2. Sub-bullets 3. A.
5 Hydro Ottawa's dispute of the Service Area Amendment Application - September 2, 2022

6
7 **Preamble:**

8 Please see Table 1 from Hydro Ottawa's dispute of the Service Area Amendment
9 Application - September 2, 2022

10
11 **Table 1 - Estimated Monthly Bill Comparison¹**

12

	Hydro Ottawa Estimated Per Month Charges	Hydro One Estimated Per Month Charges²	Monthly Difference (negative represents lower Hydro Ottawa charges)	Revenue Horizon Difference (15 Years³)
Distribution	\$7,488	\$25,312	(\$17,824)	(\$3,208,255)
Total Bill	\$48,961	\$67,548	(\$18,586)	(\$3,345,543)

13
14 **Interrogatory**

15 In reference to optimizing the existing distribution infrastructure:

- 16
17 a) As part of this application, does Hydro One submit that optimizing existing distribution
18 infrastructure should be born on the customer requesting the connection, regardless
19 of the additional cost (including bill impact), when multiple options are available to
20 connect?
- 21 b) Does Hydro One suggest that the OEB proposes that optimizing existing distribution
22 infrastructure should be borne by the customer requesting the connection, regardless
23 of the additional cost (including bill impact), when multiple options are available to
24 connect?
- 25 c) Does Hydro One suggest:
- 26 i. The customer is not taking on additional cost as a result of being served by
27 Hydro One, while residing in Hydro Ottawa's existing service territory (prior to the
28 Interim Order dated September 26, 2022)?

1 ii. Please explain how the bill impacts support the position in response to sub part
2 part i.

3
4 **Response:**

5 a-c) Hydro One does not completely understand the Hydro Ottawa interrogatory. The
6 questions seem to intertwine existing distribution rates with distribution asset optimization.
7 This premise is muddled and disassociated from three clear OEB findings in the Combined
8 Hearing Decision:

- 9
- 10 1. Each market participant must accept the interdependence which is
11 fundamental to the system. Each participant has a right to expect that
12 others engaged in the same system meet their respective costs, without
13 subsidization or penalty. That is as true for new customers as it is for
14 others¹
 - 15
 - 16 2. What is true for Hydro One is also true for every other distribution
17 system operator. All seek to access connection opportunities which will
18 improve the overall ratio of revenue to fixed cost. In every connection
19 proposal the prime consideration must be whether the connection is
20 being effected in a manner that optimizes the resources reasonably
21 brought to bear on the location. The simple fact that a distribution
22 system operator has a defined service area does not guarantee that it
23 will be insulated from competing systems, who can demonstrate that
24 their proposal is more economically efficient. The efficient and
25 optimized development of the distribution system is a higher value than
26 the interests of any single operator within the system².
 - 27
 - 28 3. The Board does not believe that significant weight should be put on
29 differences in current distribution rates even though current rates may
30 be a significant factor in determining customer preference. In fact
31 current rates, insofar as they are not a predictor of future rates, may
32 misinform customer preference. As Dr. Yatchew indicated, an applicant
33 demonstrating that its rates are lower than the rate of the incumbent
34 utility would not be a satisfactory demonstration that its costs to serve
35 the amendment area will be lower on a sustainable basis³.

¹ RP-2003-0044 - OEB Combined Hearing Decision with Reasons, February 27, 2004 – Paragraph 230

² RP-2003-0044 - OEB Combined Hearing Decision with Reasons, February 27, 2004 – Paragraph 246

³ RP-2003-0044 - OEB Combined Hearing Decision with Reasons, February 27, 2004 – Paragraph 86

1 With respect to the first OEB finding from the Combined Decision referenced above, Hydro
2 One notes that the Customer should not have to subsidize the operations of their future
3 tenant nor should the Customer be penalized such that the Customer must fund an
4 unnecessary Hydro Ottawa 8.32kV system expansion that is rooted in maintaining Hydro
5 Ottawa's service territory, when the same infrastructure is at the Customer's doorstep
6 today via Hydro One.

7
8 With respect to the second finding Hydro One understands the Hydro Ottawa submissions
9 to be that the additional load of the Customer would result in better utilization of station
10 capacity for which Hydro Ottawa and its customers have already invested in. This is true
11 for all distributors with all new connections, especially if no new expansions are necessary,
12 i.e., improving overall ratio of revenue to fixed costs. Given that there's no expansion
13 costs in the Hydro One solution and that the Hydro One solution will not preclude Hydro
14 One's ability to serve reasonably forecast future load growth south of Highway 417, Hydro
15 One believes the Hydro One solution provides the most cost-effective solution that
16 optimizes existing infrastructure.

17
18 With respect to the third finding, Hydro One has already discussed this in response to
19 Exhibit I, Tab 2, Schedule 12 and Exhibit I, Tab 1, Schedule 2.

20
21 Hydro One also notes that lower rates are not congruent with demonstrating economic
22 efficiency and is a finding that the OEB has reiterated in other OEB policy such as the
23 OEB policy on mergers, acquisitions, amalgamations, and divestitures (MAADs). For
24 reference, in consideration of protecting the interest of consumers with respect to price,
25 the OEB Handbook to Electricity Distributor and Transmitter Consolidations articulates the
26 following:

27
28 A simple comparison of current rates between consolidating distributors
29 does not reveal the potential for lower cost service delivery. These entities
30 may have dissimilar service territories, each with a different customer mix
31 resulting in differing rate class structure characteristics. For these reasons,
32 the OEB will assess the underlying cost structures of the consolidating
33 utilities. As distribution rates are based on a distributor's current and
34 projected costs, it is important for the OEB to consider the impact of a
35 transaction on the cost structure of consolidating entities both now and in
36 the future, particularly if there appear to be significant differences in the
37 size or demographics of consolidating distributors. A key expectation of the
38 RRFE is continuous improvement in productivity and cost performance by

1 distributors. The OEB's review of underlying cost structures supports the
2 OEB's role in regulating price for the protection of consumers⁴.

3

4 Costs, not rates, is how the OEB protects the interests of consumers with respect to price
5 for the reasons identified in the Combined Hearing Decision that established how SAAs
6 are assessed and for those articulated in the OEB's MAAD Handbook for Distributor and
7 Transmitter Consolidation. The costs in this case are 100x less expensive if the Customer
8 is connected to the Hydro One 8.32 kV feeder that is available at the customer doorstep
9 instead of the Hydro Ottawa 8.32 kV feeder that is approximately 1km away and on the
10 other side of a provincial highway.

11

12 Hydro One's reasons for this service area amendment are fundamentally based on the
13 principles established in the Combined Hearing Decision. As documented in the
14 Combined Hearing Decision, and articulated in Hydro One's Submissions of September
15 9, 2022, the Hydro One SAA provides the following benefits:

16

- 17 i. the lowest incremental connection cost by a cost factor of 100x;
18 ii. enhances the real, smooth, and well-defined north/south service territory boundary
19 between Hydro Ottawa and Hydro One along Highway 417; and
20 iii. optimizes the use of existing assets by providing a 8.32 kV connection that is
21 already at the Customer's doorstep and avoids a redundant Hydro Ottawa
22 expansion that duplicates infrastructure that would only provide the Customer with
23 a similar 8.32kV connection for the primary purpose of maintaining artificial
24 electrical borders.

25

26 For all the aforementioned reasons, Hydro One continues to be of the position that Hydro
27 One's SAA and connection optimizes the use of existing distribution infrastructure.

⁴ OEB Handbook to Electricity Distributor and Transmitter Consolidations – January 19, 2016 – p.6