



The Ontario Gazette

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Ontario Highway Transport Board

Periodically, temporary applications are filed with the Board. Details of these applications can be made available at anytime to any interested parties by calling (416) 326-6732.

The following are applications for extra-provincial and public vehicle operating licenses filed under the Motor Vehicle Transport Act, 1987, and the Public Vehicles Act. All information pertaining to the applicant i.e. business plan, supporting evidence, etc. is on file at the Board and is available upon request.

Any interested person who has an economic interest in the outcome of these applications may serve and file an objection within 29 days of this publication. The objector shall:

1. complete a Notice of Objection Form,
2. serve the applicant with the objection,
3. file a copy of the objection and provide proof of service of the objection on the applicant with the Board,
4. pay the appropriate fee.

Serving and filing an objection may be effected by hand delivery, mail, courier or facsimile. Serving means the date received by a party and filing means the date received by the Board.

LES LIBELLÉS DÉS DEMANDES PUBLIÉES CI-DESSOUS SONT AUSSI DISPONIBLES EN FRANÇAIS SUR DEMANDE.

Pour obtenir de l'information en français, veuillez communiquer avec la Commission des transports routiers au 416-326-6732.

Adicon Inc. (o/a "Sin City Limousine") 46493
29 Sunnyhurst Ave., Stoney Creek, ON L8E 5M9

Applies for a public vehicle operating licence as follows:

For the transportation of passengers on a chartered trip from points in the Cities of Toronto and Hamilton and the Regional Municipalities of Peel, Halton and Niagara.

Brisil Inc. (o/a "Airborne Limousine Service") 46375
3555 Don Mills Rd., Suite 18-141, Toronto, ON M2H 3N3

Applies for an extra provincial operating licence as follows:

For the transportation of passengers on a chartered trip from points in the Cities of Hamilton and Toronto, the Regional Municipalities of Peel, York, Durham, Halton and Waterloo and the County of Wellington to the Ontario/Quebec, Ontario/Manitoba and the Ontario/USA border crossings for furtherance and for the return of the same passengers on the same chartered trip to point of origin.

PROVIDED THAT:

1. there be no pick up or discharge of passengers except at point of origin;
2. the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a)(iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54, each having a maximum seating capacity of twelve (12) passengers exclusive of the driver.

Applies for a public vehicle operating licence as follows: 46375-A

For the transportation of passengers on a chartered trip from points in the Cities of Hamilton and Toronto, the Regional Municipalities of Peel, York, Durham, Halton and Waterloo and the County of Wellington.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a)(iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54, each having a maximum seating capacity of twelve (12) passengers exclusive of the driver.

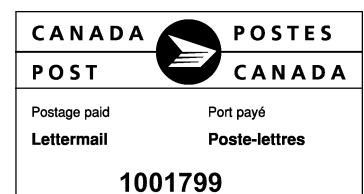
Newry Coach Lines Ltd. 37540-A
R. R. # 2, Atwood, ON N0G 1B0

Applies for an extension to public vehicle (school bus) operating licence PVS-5882 as follows:

For the transportation of students for the Avon Maitland District School Board and the Huron-Perth Catholic District School Board between points in the Counties of Huron and Perth and schools under the jurisdiction of the aforesaid School Boards.

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PROVIDED THAT chartered trips be restricted to school purposes and only for schools under the jurisdiction of the aforesaid School Boards.

Optimus Prime Corporation 46174-B
(o/a "Wubs Transportation Services")
13515 Grantley Rd., Chesterville, ON K0C 1H0

Applies for an extension to public vehicle (school bus) PVS-9070 as follows:

For the transportation of students attending:

1. the Community Christian School between points in the United Counties of Prescott and Russell and the United Counties of Stormont, Dundas & Glengarry and the Community Christian School located in the City of Ottawa.
2. the Redeemer Christian High School and the Ottawa Christian School between points in the United Counties of Leeds & Grenville and the United Counties of Stormont, Dundas & Glengarry and the Redeemer Christian High School and the Ottawa Christian School both located in the City of Ottawa.

PROVIDED that chartered trips be restricted to school purposes and only for the Community Christian School, the Redeemer Christian High School and the Ottawa Christian School.

PROVIDED FURTHER THAT the licensee be restricted to the use of one (1) chrome yellow school bus vehicle as defined in Section 175 (1) of the Highway Traffic Act, R.S.O. 1990 Chapter H.8.

NOTE: This replaces application that appeared in the Ontario Gazette dated August 6, 2005.

J & M Rentals Inc. 46498
P. O. Box 278, Saint John, New Brunswick. E2L 3Y2

Applies for an extra provincial operating licence as follows:

1. For the transportation of passengers on a chartered trip from points in the City of Toronto and Regional Municipality of Peel to the Ontario/Manitoba, Ontario/Québec and Ontario/U.S.A. border crossings for furtherance to points as authorized by the relevant jurisdiction
 - i) and for the return of the same passengers on the same chartered trip to point of origin;

Provided that there shall be no pick-up or discharge of passengers except at point of origin.

 - ii) on a one way movement.
2. For the transportation of passengers on a chartered trip from points in the Province of New Brunswick as authorized by the relevant

jurisdiction from the Ontario/Manitoba, Ontario/Québec and Ontario/U.S.A. border crossings

- a) to points in Ontario
- b) in transit through Ontario to the Ontario/Manitoba, Ontario/Québec, and Ontario/U.S.A. border crossings for furtherance
 - i) and for the return of the same passengers on the same chartered trip to point of origin.

Provided that there be no pick-up or discharge of passengers except at point of origin.

- ii) to points in Ontario on a one way chartered trip without pick-up of passengers in Ontario.

Hiam Zabian (o/a "A.J. Signature Limousine") 46335
12 Clarendon Crescent, London, ON N6C 5B8

Applies for an extra provincial operating licence as follows:

For the transportation of passengers on a chartered trip from points in the Counties of Middlesex, Lambton, Oxford, Perth, Elgin and Huron and the Regional Municipality of Waterloo to the Ontario/Quebec, Ontario/Manitoba and the Ontario/USA border crossings for furtherance and for the return of the same passengers on the same chartered trip to point of origin.

PROVIDED THAT:

1. there be no pick up or discharge of passengers except at point of origin;
2. the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a)(iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54, each having a maximum seating capacity of twelve (10) passengers exclusive of the driver.

Applies for a public vehicle operating licence as follows: 46335-A

For the transportation of passengers on a chartered trip from points in the Counties of Middlesex, Lambton, Oxford, Perth, Elgin and Huron and the Regional Municipality of Waterloo.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a)(iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54, each having a maximum seating capacity of twelve (10) passengers exclusive of the driver.

(138-G891) FELIX D'MELLO
Board Secretary/Secrétaire de la Commission

Government Notices Respecting Corporations Avis du gouvernement relatifs aux compagnies

Notice of Default in Complying with the Corporations Tax Act Avis d'inobservation de la Loi sur l'imposition des corporations

The Director has been notified by the Minister of Finance that the following corporations are in default in complying with the *Corporations Tax Act*.

NOTICE IS HEREBY GIVEN under subsection 241 (1) of the *Business Corporations Act*, that unless the corporations listed hereunder comply with the requirements of the *Corporations Tax Act* within 90 days of this notice, orders will be made dissolving the defaulting corporations. All enquiries concerning this notice are to be directed to Corporations Tax Branch, Ministry of Finance, 33 King Street West, Oshawa, Ontario L1H 8H6.

Le ministre des Finances a informé le directeur que les sociétés suivantes n'avaient pas respecté la *Loi sur l'imposition des corporations*.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241 (1) de la *Loi sur les sociétés par actions*, si les sociétés citées ci-dessous ne se conforment pas aux prescriptions énoncées par la *Loi sur l'imposition des corporations* dans un délai de 90 jours suivant la réception du présent avis, lesdites sociétés se verront dissoutes par décision. Pour tout renseignement relatif au présent avis, veuillez vous adresser à la Direction de l'imposition des sociétés, ministère des Finances, 33, rue King ouest, Oshawa, Ontario L1H 8H6.

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
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2005-08-20

A.M.V. VIDEO PRODUCTIONS INC.	000576128
AGAIN CANADA INC.	001114230
AMOL PHOTO LABS LTD.	001056048
ART VENTURE MANUFACTURING INC.	001166132
BEAR'S CHIPS INC.	001173204
BILKO LOGGING LTD.	001329061
BK GENESIS FASHION INC.	001035376
BLUE SPRUCE CATERING LTD.	001151143
BOLSWARD INVESTMENTS LIMITED	000267749
BONTEK LTD.	001315109
CANADIAN NATIVE ART INC.	001355360
CHRISTOPHER'S DELICATESSEN LTD.	000943435
CLASSIC CADDIES CARS & PARTS INC.	001313696
COURTNEY, BURNS & CAMPBELL CONTRACTING INC.	001140242
D-TEK AUTOMATION INC.	001245911
DIME DELIVERY LIMITED	000239261
DOLLARS & SENSE COUPONS INC.	001209505
E. B. CONTRACTING LIMITED	000821114
E. E. JAZ LTD.	000906074
EVEREST TRADING CORPORATION	001126214
FEATURE SHEETS INC.	001092316
FINCH REALTY LIMITED	000147640
FINLINE TECHNOLOGIES LTD.	000816730
FIREHALL BOARD INSTITUTE INC.	001348845
GARCIA FURNACE SERVICE LTD.	000713882
GSGK HOLDING CORPORATION	001075750
HARVESTER FINE FOODS INC.	001292104
HELIN OIL PACKERS LTD.	001053749
HOW SWEET IT IS LTD.	000477501
HYSON INTERNATIONAL CORP.	001310832
IRVING S. MARGLES HOLDING COMPANY LIMITED	000096866
J. M. KERR PUBLISHING COMPANY LIMITED	000386114
JOHANNA SANDHAM INSURANCE SERVICES INC.	000684852
KNOTT HOTELS COMPANY OF CANADA LIMITED	000418868
KODIAK CABLE INC.	001330065
KRUGER & KRUGER ASSOCIATES INC.	000994472
LAGUNA BANQUET HALL & RESTAURANT LTD.	000759321
MAJESTIC SKY LINES INC.	001120724
MEDIA SOLUTIONS INC/ SOLUTIONS MEDIA INC	000604845
MIDVEST ENTERPRISES LTD.	001366974
MIEL MANAGEMENT GROUP INC.	000539256
MILLARD LISTER SALES LIMITED	000133609
MOHAWK TRAVEL SERVICE LIMITED	000392424
MOUNTAIN & HILL INVESTMENT INC.	000973520
NATIONAL ROADBUILDERS INC.	001314119
NEVA HOLDINGS LIMITED	000059159
NEVADA BOB'S CANADA FRANCHISING LTD.	001427919
NORTHERN FLOORING COMPANY LIMITED	000100814
NORTHWAY MARINE & RECREATION INC.	001455428
ONDEGO MOBILE AUTOMOTIVE SERVICE INC.	001120815
PALDIX INTERNATIONAL INC.	001291887
PAMCO FOODS LTD.	000464381
PHAETON STRATEGIES INC.	001053806
RE/MAX ABACUS REALTY LTD.	000921843
RENAISSANCE CUSTOM HOMES (BARRIE) LTD.	001379805
RJQ AUTO SERVICE LTD.	001131189
RUAD DATA INC.	000990951
SALAMS INTERNATIONAL INC.	001196211
SC FIRE PROTECTION SERVICES INC.	001045091

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
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SELDON HOLDINGS LIMITED	000639638
SHB INSTALLATIONS INC.	000969846
STAN'S AUTO BODY INC.	000353318
SUPERIOR WELDING LIMITED	000565750
THE CHANGE PARTNERSHIP INC.	001178358
THE COMPUTER NOOK INC.	001211263
THE CONCEPT WORKS INC.	000683617
THE TRANTOR WRITING GROUP INC.	001038992
THOMAS R ELECTRIC LTD.	000983809
TRIO IMPORTING (NO. 2) COMPANY LTD.	000293127
TRISTATE ENGINEERING INC.	000916966
U & TARA CORPORATION	001338103
UNISTAFF TEMPORARY HELP LTD.	000435506
WARRINER HEATING & AIR CONDITIONING INC.	001268638
WELLINGTON SCRAP LIMITED	001127150
WORLD IMMIGRATION FINANCIAL SERVICES INC.	000862462
YESS RESTAURANT SPORTS BAR & GRILL LTD.	001227391
1086637 ONTARIO INC.	001086637
1089950 ONTARIO LIMITED	001089950
1113010 ONTARIO INC.	001113010
1117063 ONTARIO INC.	001117063
1156881 ONTARIO INC.	001156881
1175684 ONTARIO LIMITED	001175684
1189663 ONTARIO INC.	001189663
1192518 ONTARIO INC.	001192518
1200617 ONTARIO LIMITED	001200617
1204663 ONTARIO INC.	001204663
1205285 ONTARIO LTD.	001205285
1206689 ONTARIO INC.	001206689
1217874 ONTARIO LTD.	001217874
1229398 ONTARIO LIMITED	001229398
1239607 ONTARIO LTD.	001239607
1252132 ONTARIO INC.	001252132
1258078 ONTARIO INC.	001258078
1270308 ONTARIO INC.	001270308
1270617 ONTARIO INC.	001270617
1295180 ONTARIO LIMITED	001295180
1322568 ONTARIO INC.	001322568
1327870 ONTARIO LIMITED	001327870
1329245 ONTARIO INC.	001329245
1342972 ONTARIO INC.	001342972
1352092 ONTARIO LIMITED	001352092
1360883 ONTARIO INC.	001360883
1374818 ONTARIO LTD.	001374818
1389769 ONTARIO INC.	001389769
1390377 ONTARIO INC.	001390377
1394617 ONTARIO LTD.	001394617
1401913 ONTARIO INC.	001401913
1428299 ONTARIO LIMITED	001428299
1486490 ONTARIO INC.	001486490
1497388 ONTARIO INC.	001497388
2008482 ONTARIO LIMITED	002008482
346890 ONTARIO INC.	000346890
394572 ONTARIO LIMITED	000394572
658879 ONTARIO LIMITED	000658879
695869 ONTARIO INC.	000695869
744353 ONTARIO INC.	000744353
779416 ONTARIO LIMITED	000779416
809240 ONTARIO INC.	000809240
887850 ONTARIO INC.	000887850
976017 ONTARIO LTD.	000976017

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(138-G887)

**Cancellation of Certificates of
Incorporation
(Corporations Tax Act Defaulters)
Annulation de certificats de constitution
(Non-respect de la Loi sur l'imposition
des corporations)**

NOTICE IS HEREBY GIVEN that, under subsection 241 (4) of the *Business Corporations Act*, the Certificates of Incorporation of the corporations named hereunder have been cancelled by an Order dated 25 July, 2005 for default in complying with the provisions of the *Corporations Tax Act*, and the said corporations have been dissolved on that date.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241 (4) de la *Loi sur les sociétés par actions*, les certificats de constitution dont les 25 juillet 2005 pour non-respect des dispositions de la *Loi sur l'imposition des corporations* et que la dissolution des sociétés concernées prend effet à la date susmentionnée.

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
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2005-07-25

ABLATION TECHNOLOGIES INC.	001246332
ACCEL ENTERPRISES INC.	001213995
ACCENTA CORPORATION	001242280
ACTIVE AUTO REPAIR CENTRE INC.	000965916
ADROIT COMMUNICATIONS INC.	001246331
ADVANTAGE SYSTEMS GROUP INC.	001252530
AIM ABATEMENT & DEMOLITION SERVICES LIMITED	001412614
AIMO INC.	001252902
ALL-COM MOBILITY SYSTEMS INC.	001250944
ALLANNE PRODUCTIONS INC.	000948705
ALLCITY IMPORTERS (EASTERN CANADA) LTD.	001252849
ALLIED CONSTRUCTION EQUIPMENT INC.	000420488
ALTERCLIFF INVESTMENTS LIMITED	000551212
AMALAM INC.	001256272
AMIE HOLDINGS INC.	001248746
ANCIENT ARTIFACTS INCORPORATED	001246756
ANTHONY GROUP INC.	001254139
APR CONTRACTING GROUP INC.	001251907
ARA SEROYANS LTD.	001255313
ARIZONA PRINT & COPY INC.	001209695
AROMA CARE INTERNATIONAL INC.	001255323
ARTE IMPORTS INC.	000869826
ASMA GROCERS LTD.	001251118
AUSTIN CREEK ESTATES LTD.	000726354
AUSTIN ROGERS CONSTRUCTION CORPORATION	001251908
AUSTRALASIAN MEMORY (CANADA) LTD.	001003953
AVERY DEMOLITION SERVICES INC.	001022270
AVERY DISTRIBUTION LTD.	002003543
BAFFIN COURT CHILDCARE INC.	001356346
BAKEFA INC.	001196042
BAKICH & CO. INC.	001249704
BAY MEDICAL ASSESSMENTS (EASTERN DIVISION) (1997) CORPORATION	001251176
BAY PHARMACY LTD.	000319552
BE ME IMPORT&EXPORT INC.	001250300
BERE'S BAKE 'N SAVE SHOPPES INC.	001017821
BILL WRIGHT'S BRAKE & ALIGNMENT CENTRE INC.	000867043
BLACKRIDGE FINANCING CORP.	001255808
BONTER ORCHARDS LIMITED	000222773
BUCKVALE ENTERPRISES INC.	001258478
C.K. COMPUTER ELECTRONICS INC.	001253046
CAFE IN THE SQUARE LTD.	001313165
CAM INC.	001256351
CANADIAN AGRA CAPITAL INC.	001242722

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
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CANADIAN DIVERSIFIED WIRE PRODUCTS LIMITED	000870410
CANADIAN LASERBLADE CORP.	001260305
CARGELAN ELECTRIC INC.	001256315
CARIBBEAN PROFESSIONAL ACCOUNTING TRAINERS INC.	001251315
CARVER UNINVITED PRODUCTIONS INC.	001250896
CHAD IRSCHICK MUSIC INC.	001252988
CHAMPION TRUCK SERVICE CENTRE LTD.	001113820
CHEONG KEE HONG LTD.	001249890
CHRISTINA ITALIAN BAKERY LIMITED	000728870
CHUN HING SERVICE STATION LIMITED	000586824
CLOUD WORKS LIMITED	001255827
CLUB ISIS INC.	001246736
COMPEC CONTROLS INC.	001333462
COR INDUSTRIAL LTD.	001251088
CORTEX IMPORTING LTD.	001256331
CWB CAPITAL MANAGEMENT INC.	001255103
D.MORRISON & ASSOCIATES LTD.	001191655
D&B WATSON SALES LTD.	000435284
DALE HOLMES LTD.	000379116
DATUM AUTOMATION TECHNOLOGIES INC.	001260263
DAVID BEITZ & ASSOCIATES INC.	001004079
DELTA MINIVAN & CARS INC.	001240522
DIVERSIFIED DESIGN ASSOCIATES LIMITED	001246384
DO-RAY INDUSTRIES INC.	001056979
DO-RIGHT DRYWALL & INTERIOR DESIGN LTD.	001117864
DOLCE VITA CORPORATION	001252447
DONALD SPLINTER TRUCKING LIMITED	000797400
DREAM HOME FLOORING CENTER LTD.	001405863
E.S. CARS LTD.	001294431
E.S.P.M. INC.	001253196
EAST-LEA CONTRACTORS INC.	000410372
EASTGATE INNOVATIONS INC.	001250272
EDEN OAK (LAKESHORE) INC.	001258693
EDEN OAK (29TH STREET) INC.	001258692
EDEN OAK (30TH STREET) INC.	001258691
ENERGENIUS HOLDINGS INC.	001256293
ENERTECH CANADA INC.	002002570
ENGLISH BROS. LIMITED	000856436
EURECA CORPORATION	001253257
EVERRICH TRADING CO. LTD.	000930522
EXCAM MACHINING INC.	001258220
F.N.D. HEALTH SYSTEMS INC.	000793130
FACTORY OVERLOAD INC.	000874596
FAIRDINKUM AUSSIE OUTFITTERS - LIMERIDGE INC.	001214402
FALLSVIEW DRYWALL INC.	001255128
FINTACT INCORPORATED	000331389
FIRST CANADIAN PAPER COMPANY LTD.	001256316
FITSTAT DATA MANAGEMENT SYSTEMS INC.	001000157
FLANGE BAR INC.	001258045
FORCE PLUMBING AND HEATING SYSTEMS LTD.	001256739
FRAN'S RESTAURANT EGLINTON INC.	001255242
FRIGOR LIMITED	000313712
FRONTIER INTERNATIONAL (CANADA) LIMITED	001252598
FUNTOWNE PRODUCTS INC.	001185333
G. CATON JONES & COMPANY LIMITED	000290901
GEMTECH LABORATORIES INC.	001034864
GEORGE DEBOER LANDSCAPE & MAINTENANCE CONTRACTORS LIMITED	000281135
GERRY PATTERSON COMMUNICATIONS INC.	000669178
GLEN LAMMOND INVESTMENTS LIMITED	000204740
GLOBAL DEMOLITION INC.	001220556
GLOBAL MARINE SALES INC.	001362346
GLOBAL TREASURES INC.	001237192
GLOBECO INTERNATIONAL INC.	001164222
GOTH ENTERTAINMENT INC.	001256736
GREAT LAKES TRUCK LEASING & SERVICE INC.	001309243
HAMILTON UNIFORM CAP COMPANY LIMITED	000047255

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario	Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
HANSON ASSETS SERVICES INC.	000512575	OGGI KITCHEN DESIGNS AND MANUFACTURING INC.	001041543
HCN INTERNATIONAL INC.	001256603	OH IT'S PERFECT LTD.	001349430
HIGH MAINTENANCE PICTURES INC.	001251827	P & J HOT DOGS INC.	001065515
HIGHLANDER FIDUCIARY SYSTEMS LTD.	001256695	P. K. INSURANCE AGENCIES LTD.	000677583
HILL & CRAWFORD INSURANCE AGENCY LIMITED	001258668	P&F'S REDWOOD SIGN SHOPPE LIMITED	000543166
HISTORIC & HERITAGE DEEDS INC.	001213981	PALVAR INVESTMENTS INC.	000589578
HYDROENERGY CORPORATION	001251974	PARTNERS 'N CHANGE INC.	001242560
HYPERION CAPITAL INC.	001255697	PETER JANETEAS HOME RENOVATIONS INC.	000825821
HYRAN COMMUNICATIONS LTD.	000849748	PHARMA TRUST LTD.	001221212
I.T. MAX INC.	001252739	PILI'S GREEN ACRES LIMITED	001391100
IMPORTADOR LTD.	001255834	POWERAPT INC.	001253275
IMRIE FUELS LTD.	000549248	PRECISION LITHO INC.	000614479
IMX-PORT INTERNATIONAL TRADING CORP.	001255057	PREMIUM FIRE PROTECTION INC.	001144806
IN A HEART BEAT SAFETY 1ST INC.	001246386	PRIMA SHINE JANITORIAL SERVICES INC.	001242300
INNISFIL SENIORS COMMUNITY CORPORATION	001157392	PRIME TIME TOWING LIMITED	001256722
INSHAPE INTERNATIONAL LTD.	001360898	PRO-SDC CORPORATION	001252607
INSIDE FAST CARS INC.	001191185	PROLOGO INC.	001235122
INTEGRATED NETWORK COMMUNICATIONS LTD.	001254445	PROVA MOTORSPORTS LIMITED	001212668
INTELLUX TECHNOLOGIES INC.	001250326	PURVIS DESIGNS LTD.	001063474
INTERNATIONAL PLAYGROUNDS INC.	001236358	R S MANAGERMENTS INC.	001254173
ITALIANATURA TRADITIONAL & ORGANIC FOODS INC.	001251958	R. K. HEALTH PRODUCTS INC.	001253838
J & W HOMES INC.	001256473	R.S.P. ENTERTAINMENT INC.	001258584
J.C.T. CASH & CARRY INC.	001253216	RAJEE FOOD CORPORATION	001273556
J.R.B. TERRASCAPES INC.	000915893	RANDOM RECORDS & BLOOMING MUSIC PUBLISHING INTERNATIONAL INC.	001250020
JOAT INVESTMENTS INC.	001249765	RAYGER SYSTEMS INC.	001255186
K-S MECHANICAL INC.	001258231	RELIABLE TIRE RECYCLING INC.	001258255
KEMPDAL CONSULTANTS LTD.	000307821	RICHMOND GROUP LTD.	001250325
KHAREME LAMBIE ENTERPRISES INC.	001258592	RICHTREE MONTREAL INC.	001254495
KINGLAW PRODUCTIONS INC.	001251116	RISHI INVESTMENTS CORP.	001252871
KW APPLIANCE LTD.	001246753	ROYAL GROW SEED INTERNATIONAL LIMITED	001258393
KWYL CONSULTANTS INC.	001251283	RTC ROAM TELEPHONE CORPORATION	001033469
LA PIZZARIA INC.	001253166	S.R. PAINTING CO. LTD.	000785389
LAFEET FOOT CARE INC.	001080928	SAHIL TECHNOLOGIES LTD.	001250386
LAWSON PRODUCTIONS INC.	001254042	SANDAN INVESTMENTS INC.	001249764
LEASEPLAN AUTO LEASING (1984) INC.	000591392	SANDBRANDER, INC.	001328997
LIFE HARMONY INC.	001252426	SAS GOODS & SERVICES CORPORATION	001254435
LINOTEXT MISSISSAUGA INC.	001036848	SAST INC.	001242306
LISTOWEL RESIDENTIAL MANAGEMENT GROUP INC.	001320130	SEA SCAPES ENVIRONMENTAL LIMITED	001072831
LMD COMMUNICATIONS CORP.	001256735	SECURITY MORTGAGE SERVICES INC.	000951466
LOGITEC CORPORATION	001325268	SELECTED TIRE & AUTO REPAIRS LTD.	001179419
M W P MARKETING LTD.	001294183	SEMINARS FOR PRESIDENTS INC.	001252584
MADRONIC INCORPORATED	001242710	SENSOR-SAVE LTD.	001014318
MAJOR CASH INC.	001249893	SERDEB DEVELOPMENTS LIMITED	000542500
MARKETEX INCORPORATED	001039016	SERVACLEAN INC.	000366204
MARYNA LIMITED	001251602	SERVAD INC.	001254058
MATTODONT CONSULTANTS INC.	000370056	SHAWNA CONSULTING INC.	001255250
MDK SPORTSWEAR MANUFACTURING LTD. (MDK SPORTSWEAR MFG LTD)	001224072	SHOW BIZ INTERNATIONAL INC.	001258546
MEGA HOMESTEAD REALTY INC.	001255911	SHREE SUKHMANNI JEWELLERS INC.	001430507
MERICO PERSONNEL INC.	000987940	SKY WARRIORS MARTIAL ARTS ACADEMY INC.	001255840
META ENTERPRISES INC.	000926359	SLEEPING GIANT PAINTING - DECORATING OF THUNDER BAY LIMITED	000652005
MIKATEK SYSTEMS INC.	000938952	SPEARHEAD INFO TECHNOLOGY INC.	001248679
MILLENNIUM INVESTORS GROUP (MIG) LTD.	001248935	SPORTS CONTESTS INC.	001250333
MODEL & TALENT NETWORK INC.	001256247	SPORTSCO CORPORATION	001258016
MORE PYNTS LTD.	000989925	SSA INTERNATIONAL FILM LOCATIONS INC.	001373102
MOTIONS PARALEGAL SERVICES INC.	001249865	SSI SECURITY SYSTEMS INC.	001051138
MUSKET TRANSPORT INC.	001256813	ST. KITTS DEVELOPMENT CORPORATION	001251809
MY CONVENIENCE INC.	001255390	STAR 2001 INC.	001251831
NEW GLOBAL MEDIA CORP.	001252681	STARR BUSINESS FINANCE CORPORATION	001253911
NEW LEAF LUMBER & MILLWORK LTD.	000960094	STRUCTURAL PANELS GROUP LIMITED	001239353
NEW MILLENNIUM PERFORMANCE ENTERPRISES OF CANADA INC.	001243597	STUDIO M. COIFFURE AND BOUTIQUE LIMITED	000312538
NEWARK INC.	001024913	SUN FURNITURE MANUFACTURING LTD.	001105504
NEWBE ELECTRIC LIMITED	001213993	SUNCOOL GROUP INC.	001236318
NORTH SHORE REALTY LTD.	001243583	SWEDONT MOTORS INC.	000609622
NORTHPLEX THREE HOLDINGS INC.	001259423	T. DAVIS FOODS LIMITED	000128831
NORTHPLEX TWO HOLDINGS INC.	001259422	T.L.T. CONTRACTING SERVICES LTD.	001191186
		TABU FURNITURE INNOVATIONS INC.	001256387
		TACKYSHORTS INC.	001475089
		TAG MEDIA SOLUTIONS INC.	001262071

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
TAN THIS LTD	001248834
TANDOOR PLUS INC.	001256803
TARGET SYSTEM SOLUTIONS INC.	001254091
TAV MANAGEMENT LTD.	001251170
TCE ENGINEERING LTD.	000594371
TELEAD INC.	001260213
TENX MASTER CORPORATION	001165538
THE "IN" SPOT CAFE INC.	001369799
THE BORDER 102.7 INC.	001213452
THE COVER SHOTS GROUP INC.	001237398
THE HOMESOURCE GROUP INCORPORATED.	001269909
THE HUSKY NORTHERN TECHNOLOGIES COMPANY LIMITED	001246757
THE LACE FACTORY INC.	001255305
THE LOCAL COURIER SERVICES NETWORK, INC.	000875046
THE PRICE IS RIGHT HOME FURNISHINGS, INC.	001192295
THE WORLD OF OLIVES INC.	001253217
THIEN THANH RESTAURANT AND NIGHT CLUB LTD	001258412
THUGS AT BAY INC.	001421623
TITO MENDOZA HOLDINGS INC.	001251154
TOWN & COUNTRY REALTY (THUNDER BAY) INC.	000988548
TOYS, TOYS, TOYS FAIRVIEW MALL INC.	001255136
TRAC TAX RECOVERY ASSURANCE CONSULTANTS INC.	001258436
TRANS CONTINENTS INT'L INC.	001253208
TRAVELTEC RESEARCH CORP.	001250105
TRILLIUM 2001 INC.	001254491
TRULION INC.	001248715
TWIG INC.	001371175
ULTRATECH DATA SYSTEMS INC.	001258186
UNILAB CHEMICALS INC.	001248957
UNINVITED PRODUCTIONS INC.	001250897
UNIVERCELL AIRWAVES INC.	001252679
UNIVERSAL SOFTWARE BUILDERS INC.	001424982
UNIVERSAL TUBING INC.	001289466
UPDOWN LIMITED	000517626
VANGUARD MARKET MANAGEMENT INC.	000915325
VASSIL TRANSPORTATION SERVICES INC.	001396403
VEECON LIMITED	001249690
VENUS GLOBAL INC.	001250194
VERSAFLOW INC.	000341505
VIPER TELECOM INC.	001249681
VISUAL DIMENSIONS LTD.	001258153
VLADEX CANADA INC.	001164046
VPI 91061 INC.	000939088
WEB INFINITY INC.	001256350
WINCOM FINANCIAL SERVICES INC.	001369578
WINE SELECT EVENTS LIMITED	001437579
WINGFIELD RACQUETS CLUB LIMITED	000491229
WYLDE GREENE INVESTMENT CORPORATION	001213994
YA YA'S LTD.	000600515
1011798 ONTARIO LTD.	001011798
1014223 ONTARIO INC.	001014223
1032721 ONTARIO INC.	001032721
1043013 ONTARIO INC.	001043013
1047756 ONTARIO LIMITED	001047756
1053020 ONTARIO LIMITED	001053020
1072932 ONTARIO INC.	001072932
1075657 ONTARIO INC.	001075657
1075808 ONTARIO INCORPORATED.	001075808
1084490 ONTARIO INC.	001084490
1101914 ONTARIO INC.	001101914
1103559 ONTARIO LTD.	001103559
1121347 ONTARIO INC.	001121347
1136323 ONTARIO INC.	001136323
1137646 ONTARIO INC.	001137646
1150788 ONTARIO INC.	001150788
1157327 ONTARIO INC.	001157327
1172769 ONTARIO INC.	001172769

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
1176496 ONTARIO INC.	001176496
1209072 ONTARIO LTD.	001209072
1209902 ONTARIO INC.	001209902
1211390 ONTARIO INC.	001211390
1213436 ONTARIO LTD.	001213436
1213438 ONTARIO LIMITED	001213438
1213951 ONTARIO INC.	001213951
1213953 ONTARIO LIMITED	001213953
1213954 ONTARIO INC.	001213954
1219318 ONTARIO LTD.	001219318
1223160 ONTARIO LIMITED	001223160
1223997 ONTARIO INC.	001223997
1232206 ONTARIO INC.	001232206
1235130 ONTARIO LTD.	001235130
1235147 ONTARIO LIMITED	001235147
1235705 ONTARIO INC.	001235705
1236338 ONTARIO INC.	001236338
1239387 ONTARIO INC.	001239387
1242363 ONTARIO INC.	001242363
1242365 ONTARIO INC.	001242365
1242702 ONTARIO INC.	001242702
1242737 ONTARIO LTD.	001242737
1243577 ONTARIO LTD.	001243577
1246016 ONTARIO INC.	001246016
1246654 ONTARIO LIMITED	001246654
1248019 ONTARIO LTD.	001248019
1248630 ONTARIO INC.	001248630
1248830 ONTARIO INC.	001248830
1248968 ONTARIO INC.	001248968
1249671 ONTARIO INC.	001249671
1249688 ONTARIO LTD.	001249688
1249705 ONTARIO LIMITED	001249705
1249748 ONTARIO LTD.	001249748
1249763 ONTARIO INC.	001249763
1250036 ONTARIO INC.	001250036
1250255 ONTARIO INC.	001250255
1250262 ONTARIO LTD.	001250262
1250323 ONTARIO INC.	001250323
1250332 ONTARIO CORPORATION	001250332
1250813 ONTARIO LIMITED	001250813
1250820 ONTARIO LIMITED	001250820
1250857 ONTARIO LIMITED	001250857
1250939 ONTARIO INC.	001250939
1250959 ONTARIO LIMITED	001250959
1251255 ONTARIO INC.	001251255
1251316 ONTARIO INC.	001251316
1251394 ONTARIO INC.	001251394
1251426 ONTARIO LIMITED	001251426
1251604 ONTARIO LTD.	001251604
1251748 ONTARIO LTD.	001251748
1251754 ONTARIO INC.	001251754
1251755 ONTARIO INC.	001251755
1251766 ONTARIO INC.	001251766
1251781 ONTARIO INC.	001251781
1251801 ONTARIO LTD.	001251801
1251850 ONTARIO LIMITED	001251850
1251900 ONTARIO INC.	001251900
1251917 ONTARIO LIMITED	001251917
1252418 ONTARIO LTD.	001252418
1252540 ONTARIO INC.	001252540
1252609 ONTARIO LTD.	001252609
1252673 ONTARIO LIMITED	001252673
1252685 ONTARIO INC.	001252685
1252686 ONTARIO LIMITED	001252686
1252833 ONTARIO LTD.	001252833
1252840 ONTARIO INC.	001252840
1252895 ONTARIO INC.	001252895
1252904 ONTARIO INC.	001252904
1252910 ONTARIO LTD.	001252910
1253114 ONTARIO INC.	001253114

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
1253130 ONTARIO LTD.	001253130
1253174 ONTARIO LIMITED	001253174
1253181 ONTARIO LIMITED	001253181
1253337 ONTARIO LIMITED	001253337
1253373 ONTARIO LIMITED	001253373
1253821 ONTARIO LIMITED	001253821
1253843 ONTARIO LIMITED	001253843
1253858 ONTARIO INC.	001253858
1253861 ONTARIO LIMITED	001253861
1254081 ONTARIO INC.	001254081
1254124 ONTARIO INC.	001254124
1254140 ONTARIO INC.	001254140
1254155 ONTARIO INC.	001254155
1254156 ONTARIO INC.	001254156
1254402 ONTARIO INC.	001254402
1254581 ONTARIO LIMITED	001254581
1255049 ONTARIO LIMITED	001255049
1255050 ONTARIO LIMITED	001255050
1255105 ONTARIO LIMITED	001255105
1255111 ONTARIO INC.	001255111
1255118 ONTARIO LIMITED	001255118
1255190 ONTARIO INC.	001255190
1255234 ONTARIO INC.	001255234
1255312 ONTARIO INC.	001255312
1255322 ONTARIO INC.	001255322
1255324 ONTARIO INC.	001255324
1255339 ONTARIO INC.	001255339
1255384 ONTARIO LIMITED	001255384
1255833 ONTARIO INC.	001255833
1255848 ONTARIO INC.	001255848
1255849 ONTARIO INC.	001255849
1255868 ONTARIO LIMITED	001255868
1255900 ONTARIO LIMITED	001255900
1255902 ONTARIO INC.	001255902
1255904 ONTARIO LIMITED	001255904
1256258 ONTARIO INC.	001256258
1256386 ONTARIO INC.	001256386
1256395 ONTARIO LIMITED	001256395
1256472 ONTARIO INC.	001256472
1256746 ONTARIO INC.	001256746
1256811 ONTARIO INC.	001256811
1258082 ONTARIO INC.	001258082
1258161 ONTARIO LIMITED	001258161
1258170 ONTARIO INC.	001258170
1258213 ONTARIO INC.	001258213
1258214 ONTARIO INC.	001258214
1258244 ONTARIO INC.	001258244
1258306 ONTARIO LIMITED	001258306
1258308 ONTARIO LTD.	001258308
1258352 ONTARIO INC.	001258352
1258428 ONTARIO LIMITED	001258428
1258466 ONTARIO LTD.	001258466
1258505 ONTARIO LIMITED	001258505
1258743 ONTARIO INC.	001258743
1258768 ONTARIO LIMITED	001258768
1259416 ONTARIO LTD.	001259416
1260168 ONTARIO LIMITED	001260168
1260235 ONTARIO LTD.	001260235
1260253 ONTARIO INC.	001260253
1260262 ONTARIO INC.	001260262
1281569 ONTARIO LIMITED	001281569
1288384 ONTARIO LTD.	001288384
1290322 ONTARIO INC.	001290322
1296512 ONTARIO LIMITED	001296512
1308725 ONTARIO INC.	001308725
1339195 ONTARIO INC.	001339195
1340792 ONTARIO INC.	001340792
1416854 ONTARIO INC.	001416854
1420152 ONTARIO LIMITED	001420152
1437439 ONTARIO LTD.	001437439
1443698 ONTARIO INC.	001443698

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
1465546 ONTARIO INC.	001465546
1473164 ONTARIO INC.	001473164
1483648 ONTARIO LTD.	001483648
243220 HOLDINGS LIMITED	000243220
408762 ONTARIO LIMITED	000408762
472238 ONTARIO LIMITED	000472238
484588 ONTARIO LIMITED	000484588
499552 ONTARIO INC.	000499552
5TH AVENUE FINE FOODS INC.	001254573
506788 ONTARIO LIMITED	000506788
535865 ONTARIO LTD.	000535865
631766 ONTARIO LIMITED	000631766
652498 ONTARIO LIMITED	000652498
675637 ONTARIO INC.	000675637
722177 ONTARIO LIMITED	000722177
723456 ONTARIO INC.	000723456
727018 ONTARIO INC.	000727018
766296 ONTARIO INC.	000766296
773206 ONTARIO INC.	000773206
790800 ONTARIO LIMITED	000790800
821155 ONTARIO INC.	000821155
832505 ONTARIO LIMITED	000832505
841974 ONTARIO LTD.	000841974
891698 ONTARIO INC.	000891698
894248 ONTARIO LIMITED	000894248
930093 ONTARIO LTD.	000930093
953954 ONTARIO INC.	000953954
972404 ONTARIO INC.	000972404
996570 ONTARIO INC.	000996570
998269 ONTARIO LIMITED	000998269

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(138-G888)

Certificates of Dissolution Certificats de dissolution

NOTICE IS HEREBY GIVEN that a certificate of dissolution under the *Business Corporations Act*, has been endorsed. The effective date of dissolution precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément à la *Loi sur les compagnies*, un certificat de dissolution a été inscrit pour les compagnies suivantes : la date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
2005-06-10	
DR-MAR (SERVICE) INC.	000560333
1071075 ONTARIO INC.	001071075
1288069 ONTARIO INC.	001288069
489040 ONTARIO INC.	000489040
2005-06-21	
WALTER STEFFLER LIMITED	000129321
2005-06-24	
GLENCREST (YORK) PROPERTIES LTD.	000291512
2005-06-27	
1466924 ONTARIO INC.	001466924
2005-06-28	
CARLS PLUMBING CONTRACTING LTD.	000478515
COLLEGIATE MARKETING LIMITED	000675234
CONSOLIDATED GENERAL HOLDINGS LIMITED	000118864

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
HENCHY'S HOLDINGS INC.	000443457
PETER KNOWLSON INTERIORS INC.	000655494
THE ERRAND GIRLS SERVICES INC.	002056939
TNV TRADING LTD.	001039048
1396815 ONTARIO INC.	001396815
1431861 ONTARIO LIMITED	001431861
691821 ONTARIO LIMITED	000691821
876176 ONTARIO LIMITED	000876176
2005-06-29	
BEVSHIRE CAPITAL CORPORATION	000648668
D & L RESTORATIONS LTD.	001027575
FIELDPORT MASONRY INC.	000994524
FUSION INTERIOR DESIGN INC.	002017367
GOLDEN GARMENT LIMITED	001482130
LYONS POULTRY LTD.	002019872
NETWORK CONSTRUCTION & MACHINE INC.	000775716
1166160 ONTARIO INC.	001166160
734519 ONTARIO INC.	000734519
2005-06-30	
AMCON ENTERPRISES INC.	001349136
CHRIS SMITH & ASSOCIATES DEVELOPMENTS INCORPORATED	000468596
CREATIVE ADMINISTRATION INC.	001282191
D.M. ROGERS COMMUNICATIONS & CONSULTING SERVICES LTD.	001301658
J.B. GLASS LAMINATE RETROFITTING INC.	001304130
JACK MANARY LTD.	000332610
KEL-MED MANAGEMENT LIMITED	000211718
KINNEAR D'ESTERRE LIMITED	000126326
LONDON MONENCO CONSULTANTS LIMITED	000296883
LUCAS INVESTMENTS LIMITED	000102251
MARFOL REALTY CORPORATION	001273093
MCINDOO MOVERS LTD.	000873825
MOTIVEE LA MODA IN MOVIMENTO INC.	002019578
ONTARIO CHEMICAL IMPORTS LTD.	001093379
R & D CATERING INC.	002032699
SEYFLA HOLDINGS LTD.	001056644
SOFEEN ELECTRONICS INC.	001541227
SUNNYBROOK HOSPITAL PARKING GARAGE LIMITED	000666302
THE MOTOMERCHANT INC.	001334298
THE PINERY RESTAURANT LTD.	000981597
THE SUBTLE APPROACH LTD.	000909246
TOBY CANADA INC.	000027371
TRIMBLE MARKETING LIMITED	000380251
WORKFLOW DYNAMICS LTD.	001323848
1077356 ONTARIO INC.	001077356
1096087 ONTARIO LIMITED	001096087
1172822 ONTARIO LTD.	001172822
1196234 ONTARIO LIMITED	001196234
1258924 ONTARIO LTD.	001258924
1358180 ONTARIO LIMITED	001358180
1371491 ONTARIO INC.	001371491
1513260 ONTARIO LTD.	001513260
610997 ONTARIO LIMITED	000610997
885689 ONTARIO INC.	000885689
887110 ONTARIO LIMITED	000887110
938070 ONTARIO LIMITED	000938070
2005-07-02	
CANEAST OVERSEAS HOUSE LTD.	000542311
2005-07-04	
BERKELEY MEWS INC.	001341144
CO-GRAPHICS LIMITED	000103927
FIRST SOURCE RECYCLING CORPORATION	002007446
GUT SPECIALS INC.	000872513
MARIA F. REALTY INC.	000933590
MORTGAGE PUNDIT INC.	002043261
P-SYSTEMS INC.	001274591
QUESTOR SURVEYS LIMITED	001136448
RON HEMPHILL INSURANCE SERVICES LTD.	000489151

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
ROSEBUD HOMES (BERKELEY) CORPORATION	001341143
SPEERS AUTO TRIM LIMITED	000358260
TILBURY SANITATION LIMITED	000971191
TILLSONBURG AUTO PARTS INC.	001162831
UNIVERSAL IMAGING SOLUTIONS INC.	001441547
WINDERMERE HOUSE INC.	001040578
1052419 ONTARIO LIMITED	001052419
1132999 ONTARIO INC.	001132999
1245420 ONTARIO INC.	001245420
1408042 ONTARIO INC.	001408042
2037777 ONTARIO INC.	002037777
3D FIELD ADVERTISING INC.	002002159
652830 ONTARIO LTD.	000652830
688666 ONTARIO INC.	000688666
692949 ONTARIO LIMITED	000692949
867866 ONTARIO LIMITED	000867866
961558 ONTARIO LIMITED	000961558
2005-07-05	
ANDYPAUL CONSTRUCTION LIMITED	000674902
B.MORRISON MANAGEMENT GROUP LTD.	000683312
CFC ENVIRONMENTAL SYSTEMS INCORPORATED	001017716
CHARME KOZAKURA INC.	000824319
CHOCOLATE ELITE INC.	001045925
DESTINATION CANADA IMMIGRATION SERVICES INC.	001391414
INTELINK HOLDINGS CORPORATION	001286658
PATTON SALES & CONSULTING LTD.	001450884
ROB-KEN ENTERPRISES LIMITED	000472878
SCOPE MECHANICAL CONTRACTING LIMITED	000260126
SKMI COMPUTER SOLUTIONS LTD.	000535971
THE QUEEN STREET EMPORIUM INC.	001466154
TRI-VISION LIFE INSURANCE BROKERS INC.	001440165
1152835 ONTARIO INC.	001152835
1343048 ONTARIO INC.	001343048
1376185 ONTARIO INC.	001376185
319426 ONTARIO INC.	000319426
434961 ONTARIO LIMITED	000434961
601028 ONTARIO INC.	000601028
649851 ONTARIO LIMITED	000649851
694924 ONTARIO LIMITED	000694924
789416 ONTARIO LIMITED	000789416
972117 ONTARIO LTD.	000972117
2005-07-06	
97511 ONTARIO LTD.	000097511
2005-07-07	
INTEGRATED STEEL CORPORATION	000713018
SOUTH LANE PARK LIMITED	000232463
1032622 ONTARIO LIMITED	001032622
2005-07-08	
BARCLAY HOLBROOK HOLDINGS INC.	000300931
K. W. HINTON SALES & MARKETING INC.	000947430
P & S AUTO SERVICES INC.	001145141
SUNSHINE FORTUITY INC.	001157196
THE AUSTIN LEVINE AGENCY OF HEALTH PROFESSIONALS INC.	001308214
2005-07-11	
DUTCH TOUCH CARPENTRY INC.	001426160
INTERSOFT INC.	001308974
1220114 ONTARIO LIMITED	001220114
357141 ONTARIO INC.	000357141
702078 ONTARIO LIMITED	000702078
2005-07-12	
IPER CARPENTRY LTD.	000674563
537750 ONTARIO INC.	000537750
558936 ONTARIO LTD.	000558936
2005-07-13	
JOHN G. FARINTOSH LIMITED	000074986
2005-07-15	
ADLER'S BAKERY (1989) LIMITED	000851372
B.R.C. INTERNATIONAL INC.	000985026

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
CARDIAC INSIGHT INC.	001227272
DAVID GIBSON HOLDINGS INC.	000486544
KEALSON-HIGHWAY 7 INC.	001046625
PEBBLEHUT PATH SERVICES INC.	001295480
THE ROWING CLUB LTD.	000985025
2005-07-16	
RESORT REALTY (NIAGARA) LTD.	001267755
2005-07-18	
ADCAN.COM INC.	001402317
CANADIAN CARPENTRY CONTRACTORS LTD.	000280650
CYRIL YORKE SERVICES INC.	001232809
E-Z EVENT INC.	000911642
FACTORYCAR OUTLET INC.	001210394
GOGO TRANSPORT INC.	002065011
ICON CONSULTANTS INC.	002017539
INNANEN REALTY SERVICES INC.	000890168
LEASEDIL CANADA INC.	000988102
M.P.A. MANAGEMENT PARTNERS ASSOCIATES INC./PARTENAIRES ASSOCIES EN GESTION M.P.A. INC.	000969004
MAPLE CONSULTING INC.	000876096
NEW IDEAS GROUP CORPORATION	001122205
NITROPAN HOLDINGS INC.	000652834
SUDBURY RADIOLOGICAL SERVICES LIMITED	000222625
TURK ENTERPRISES LIMITED	000526772
WATT'S BEST CORPORATION	001381918
1154981 ONTARIO LIMITED	001154981
1270623 ONTARIO INC.	001270623
889303 ONTARIO LIMITED	000889303
2005-07-19	
MECHOH INC.	000871243
1088365 ONTARIO LIMITED	001088365
831064 ONTARIO INC.	000831064
2005-07-22	
ELTRANS TRUCKING LIMITED	001338080
2005-07-23	
THE SOCCER NETWORK INC.	001141915
782688 ONTARIO LIMITED	000782688
2005-07-25	
A.C. & J.C. MILLER'S FOOD MARKET INC.	000284146
2005-07-26	
VALLEY INNOVATIVE COMMUNICATIONS INC.	001311903
1475354 ONTARIO LTD.	001475354
2005-07-27	
CARDS & CUDDLES INC.	000747455
CTCC CANADIAN TRADING CONSULTATION INC.	001483274
LABWERKS INC.	001276383
LORD DISTRIBUTORS INC.	000466412
SEATAR MANAGEMENT LTD.	000484142
WENTWAL DEVELOPMENTS INC.	000744482
1242678 ONTARIO LIMITED	001242678
536647 ONTARIO LIMITED	000536647
2005-07-28	
B.M.J. INVESTMENTS LIMITED	000649146
C.S. MONACO DRIVER SERVICES AGENCY INC.	001544318
CAMILLA NEUBAUER HOLDINGS INC.	001621889
FRANK RODE SERVICES LIMITED	000276263
G.L.U. EXTRUSIONS LIMITED	000614038
GLANBROOK EQUESTRIAN FARMS INC.	000841700
HARMONY BAY HOLDINGS INC.	001280583
KENSTENE & CO. INC.	001290518
LUCKY 7 HOLDINGS LTD.	001048331
MACDOWKIN HEARTLAKE INSURANCE AGENCY LIMITED	001253606
MCCLOSKEY MANAGEMENT INC.	001568052
SEBRKE, BINGO CALLING INC.	001315647
SINJUN DEVELOPMENTS INC.	000861882
SPP MARKETING INC.	001125510
STORM COMPUTER CORPORATION	001264527
THE SEARCH FIRM LTD.	001415994
1509353 ONTARIO INC.	001509353

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
792057 ONTARIO INC.	000792057
2005-07-29	
ALBACORE SOFTWARE CORPORATION	001326659
CROS-CAN TECHNOLOGIES & SERVICES INC.	001005160
DANCE WITH ME DANCESPORT STUDIOS, INC.	001434564
GREAT GARDEN RESTAURANT LTD.	001613316
KAI YUEN CO. LTD.	000496382
PARTNER RENT-ALL INC.	001237429
STARCOM DATA INC.	002002007
TOBEM DISTRIBUTING (ONTARIO) INC.	001026351
1054661 ONTARIO LIMITED	001054661
1221494 ONTARIO LIMITED	001221494
1298610 ONTARIO LIMITED	001298610
1306967 ONTARIO LIMITED	001306967
1314253 ONTARIO LIMITED	001314253
1435457 ONTARIO INC.	001435457
1557630 ONTARIO INC.	001557630
1602189 ONTARIO INC.	001602189
634719 ONTARIO LTD.	000634719
713134 ONTARIO LIMITED	000713134
956867 ONTARIO LTD.	000956867
2005-08-02	
ACCENT LEASEHOLD IMPROVEMENTS INC.	000804287
BUCK FUND MANAGEMENT LTD.	001131685
CALLTREK SERVICES INC.	001388793
CANADA SILK ROAD INC.	001533053
CANADIAN UNITED CORP.	001316348
DAGHER TRADING & CONTRACTING LTD.	001413556
DOCU.MAX ENTERPRISES LTD.	001280389
FUTURE CONSULTING GROUP INC.	001188281
JOHN MALETICH CONSULTANTS INC.	001121460
K-W DRAPERIES LTD.	000331333
LA MIDI INC.	000669974
NORTH END AUTO WRECKERS OF TILLSONBURG LTD.	000242849
RENROC CONSTRUCTION LIMITED	000255779
1007975 ONTARIO LIMITED	001007975
1118878 ONTARIO LIMITED	001118878
1143021 ONTARIO LIMITED	001143021
1210402 ONTARIO INC.	001210402
1334245 ONTARIO LIMITED	001334245
1452614 ONTARIO INC.	001452614
5259 DORCHESTER ROAD LIMITED	000678229
603585 ONTARIO LIMITED	000603585
800197 ONTARIO INC.	000800197
2005-08-03	
ANGUS TELEMAGEMENT PUBLICATIONS INC.	001194647
CLAIRVEST CAPITAL CORPORATION	000870407
CYPHER CONSULTING INC.	001197396
DENDEC LIMITED	001149488
JEROME T. SMITH TITLE SEARCHER INC.	000712092
JUKA MANAGEMENT LTD.	000664517
KML ASSOCIATES LIMITED	000733879
LA CANTINA SPORTS BAR INC.	001595654
MAPLE GROVE MOVIES LTD.	000726321
MINDFUL SOLUTIONS INC.	001061274
MSPH TWINS CO. LTD.	000899194
POLOSTAR CORPORATION	001341139
RICHARD FERRIER STUDIOS LIMITED	000310391
SCHOOLS WITHOUT BORDERS LIMITED	002003298
SEBASTIAN FARMS LIMITED	000299866
TONDELENSE MATOS MASONRY LTD.	000694175
WORLD INTERNATIONAL GROUP N.A. INC.	001339908
YUCCA HOSIERY INC.	001615595
1089558 ONTARIO INC.	001089558
1179614 ONTARIO LIMITED	001179614
1319527 ONTARIO INC.	001319527
1563756 ONTARIO INC.	001563756
60091 ONTARIO LIMITED	000060091
707985 ONTARIO INC.	000707985
914908 ONTARIO LIMITED	000914908

Name of Corporation:	Ontario Corporation Number
Dénomination sociale	Numéro de la
de la compagnie:	compagnie en Ontario

2005-08-04**CHINESE COMMERCIAL NETWORKS INFORMATION**

INC.....	001473134
CHOP WARES INC.	001305796
CYBTOOLS INC.	001539337
EGR INCORPORATED	001034791
FIFTY-SEVEN HOLDINGS LIMITED	000205888
GC HOLDINGS INC.	001358547
GOLD LEAF INCENTIVES LIMITED.....	001254098
INSTRUTECH CONSULTING INC.	001511586
LAWYERS' TELEVISION NETWORK INC.....	001147645
ROADHOUSE PRODUCTIONS INC.	001249417
TALL GRASS HOMES INC.	000993391
1085752 ONTARIO LIMITED	001085752
1203532 ONTARIO INC.	001203532
1328418 ONTARIO INC.	001328418
40 KING STREET WEST LIMITED.....	000985195
590570 ONTARIO INC.	000590570
729905 ONTARIO LIMITED	000729905
836904 ONTARIO LTD	000836904

B. G. HAWTON,
 Director, Companies and Personal Property
 Security Branch
 Directrice, Direction des compagnies et des
 sûretés mobilières

(138-G889)

Marriage Act Loi sur le mariage

CERTIFICATE OF PERMANENT REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES CERTIFICATS D'ENREGISTREMENT PERMANENT autorisant à célébrer des mariages en Ontario ont été délivrés aux suivants:

NAME	LOCATION	EFFECTIVE DATE
Johnson, Shane	Brantford, ON.	4-Jul-05
McMillan, Douglas R.	Dryden, ON.	4-Jul-05
Lankin, John C.	Hornepayne, ON.	4-Jul-05
Wright, Raymond	Brampton, ON.	4-Jul-05
Wilson, Brady	Guelph, ON.	4-Jul-05
Rutledge, Louise	Brantford, ON.	4-Jul-05
McLean, Darren	Bolton, ON.	4-Jul-05
Enns, Wilhelm	Aylmer, ON.	4-Jul-05
Somos, Alexander	Guelph, ON.	4-Jul-05
Gray, Kari-Lynn	St. Pauls Station	4-Jul-05
Spiegelstra, Martin	Bowmanville, ON.	8-Jul-05
Duncan, Eric Benjamin	Mississauga, ON.	8-Jul-05
Loughedd, Annette Suzanne	Owen Sound, ON.	8-Jul-05
Bertrand, Blair Douglas	Brampton, ON.	8-Jul-05
Gullons, Norine Elsie	Williamsburg, ON.	8-Jul-05
Della Foresta, Matteo	Almonte, ON.	8-Jul-05
Smith, Tamara	Hamilton, ON.	8-Jul-05
Anh, Anthony	Toronto, ON.	8-Jul-05
Ching, Francis	North York, ON.	8-Jul-05
Misiura, Miroslaw Zbigniew	Barrie, ON.	8-Jul-05
Gratz, Marilyn June	Bradford, ON.	8-Jul-05
Chu, Hien	Mississauga, ON.	8-Jul-05
Vaggiione, Richard	Toronto, ON.	8-Jul-05
Doseger, Alain D.	Kingston, ON.	8-Jul-05
Oke, Wendy	Utterson, ON.	8-Jul-05
Siber, Klara	Toronto, ON.	8-Jul-05
Laville, Christian	Richmond Hill, ON.	8-Jul-05
Olateru-Olagbegi, Bowo	Windsor,	11-Jul-05

NAME	LOCATION	EFFECTIVE DATE
Harwood, Robert Hill	Kingston, ON.	11-Jul-05
Cyruk, Andrzej	Orillia, On	11-Jul-05
Lins, Donald	Ottawa, On	11-Jul-05
Sarpong, Yaw Moses	Caledon, On	11-Jul-05
McDermott, Charles Leo	Perth, On	11-Jul-05
Raappana, Paul	Sault Ste Marie, On	11-Jul-05
Thomson, Kelly Sue Fry	Etobicoke, On	11-Jul-05
Gumulja, Penny	Brampton, ON.	13-Jul-05
Klym, Edward Alexander	Garson, ON.	13-Jul-05
Burse, D. Michelle	Ottawa, On	13-Jul-05
Pimentel, Juan Moises	North York, ON.	13-Jul-05
Idd, Mmunga	Gatineau, QC.	13-Jul-05
Braida, Marco	Richmond Hill, ON.	13-Jul-05
Kennedy, Gordon E.	Toronto, ON.	13-Jul-05
Tambakis, Nicolas	Thunder Bay, ON.	13-Jul-05
Gardiner, Benjamin A.	Kirkton, ON.	13-Jul-05
Menard, Wayne L.	Kanata, ON.	13-Jul-05
Jenkins, Timmy	Timmins, ON.	13-Jul-05
Jenkins, Laura	Timmins, ON.	13-Jul-05
Fuller, Brian	Smiths Falls, ON.	13-Jul-05
Fuller, Susan	Smiths Falls, ON.	13-Jul-05
Conteh, Prince	St. Catharines, ON.	13-Jul-05
Kornelsen, David	Nepean, ON.	13-Jul-05
Delahunty, Tony	Pakenham, ON.	13-Jul-05
Tan-Yan, John	Mississauga, ON.	13-Jul-05
Arkell, Timothy	Brooklin, ON.	13-Jul-05
Hartley, Martyn Richard	Stouffville, ON.	13-Jul-05
King, Peter	Bramalea, ON.	13-Jul-05
MacDonald, Thomas Jude	Belleville, ON.	13-Jul-05
Fehrman, Paul Allan	Port Colbourne, ON.	13-Jul-05
Batson, Joseph Jezreel	Scarborough, ON.	18-Jul-05
Stevenson, Dorothy	Orillia, On	18-Jul-05
Cunliffe, Darlene	Brantford, ON.	18-Jul-05
Golsby, Sharon	Scarborough, ON.	18-Jul-05
May, William Leslie	Toronto, ON.	18-Jul-05
DeMerchant, Paul	Newburgh, ON.	18-Jul-05
Amah, David	Toronto, ON.	18-Jul-05
Ascah, Catherine	London, ON.	18-Jul-05
Fox, Bryan Henry	Brampton, ON.	18-Jul-05
Tomczyk, Patricia	St. Catharines, ON.	19-Jul-05
Lee, Byung Rim	Etobicoke, ON.	19-Jul-05
Grecki, Andrzej	Toronto, ON.	19-Jul-05
Nicholas, David	Toronto, ON.	19-Jul-05
Anyanwu, Obioma	Niagara Falls, ON.	19-Jul-05
Evan-Jones, Sandra Elizabeth	Dungannon, ON.	19-Jul-05
Zuke, Amanda	Sault Ste. Marie, ON.	22-Jul-05
Males, Gaetane	Sudbury, ON.	22-Jul-05
Males, Richard	Sudbury, ON.	22-Jul-05
Somers, Bradley	Cambridge, ON.	22-Jul-05
Mills, Bruce	Waterloo, ON.	22-Jul-05
Ferrera, Tomasso Vincenzo	Leamington, ON.	22-Jul-05
Bishop, Derek	Ajax, ON.	22-Jul-05
Liu, Humphrey	Etobicoke, ON.	22-Jul-05
Anthony, Mervin	Markham, ON.	22-Jul-05
Perron, Rene	Chelmsford, ON.	22-Jul-05
Barrett, Daniel	Kitchener, ON.	22-Jul-05
Shepherd, Kevin	Stoney Creek, ON.	22-Jul-05
Bates, Jeremiah Russell	Elmira, ON.	22-Jul-05
Bradley, Manus	Cornwall, ON.	22-Jul-05
Bates, Daniel	Thunder Bay, ON.	22-Jul-05
DiGiacinto, Ralph	Thunder Bay, ON.	22-Jul-05
Jenkins, Dean	St. Catharines, ON.	27-Jul-05
Dell, John	Stoney Point, ON.	27-Jul-05
Cartwright, David	Brigden, ON.	27-Jul-05
Ploeg, Norman Phillip	Bowmanville, ON.	27-Jul-05
Payne, Tritsie	Pickering, ON.	27-Jul-05
Baker, Vinita	Russell, ON.	27-Jul-05

NAME	LOCATION	EFFECTIVE DATE	NAME	LOCATION	EFFECTIVE DATE
Muakadi Kabantu, Jean	Cornwall, ON.	27-Jul-05	August 10, 2005 to August 14, 2005		
Wilson, Heather	Kitchener, ON.	27-Jul-05	Van Alstine, Douglas K.	St. Petersburg, FL.	12-Jul-05
Debrah, Kofi	Brampton, ON.	27-Jul-05	August 25, 2005 to August 29, 2005		
Malpus, Susan	Markdale, ON.	27-Jul-05	Olds, Charles Frederick	Winnipeg, MB.	12-Jul-05
Salmon, Hilary T.	Markham, ON.	27-Jul-05	October 8, 2005 to October 12, 2005		
Burrell, Ruth Lun Lorett	Toronto, ON.	27-Jul-05	Irvine, James Paul	Waterford, MI.	14-Jul-05
Wiesner, Monika	Waterloo, ON.	27-Jul-05	October 13, 2005 to October 17, 2005		
Gaucher, Jean	Cochrane, ON.	27-Jul-05	Hofman, Ruth	Grand Rapids, MI.	14-Jul-05
Elias, John	Kingsville, ON.	27-Jul-05	September 8, 2005 to September 12, 2005		
Peters, Jacob W.	Eden, ON.	27-Jul-05	Hennigar-Shuh, John Edward	East Pennant, NS.	14-Jul-05

RE-REGISTRATIONS

NAME	LOCATION	EFFECTIVE DATE
McAteer, Dennis Alexander	Ottawa, ON.	4-Jul-05
De Jesus, Ignacio Iglesias	Toronto, ON.	5-Jul-05
Whitfield, Elgin Lloyd	Uxbridge, ON.	8-Jul-05
Reid, Robert	Whitby, ON.	8-Jul-05
Reid, Maureen	Whitby, ON.	8-Jul-05
Buick, Samuel	Waterloo, ON.	13-Jul-05
Dempsey, Terence W.	Ottawa, ON.	13-Jul-05
Neil, Dennis	Ottawa, ON.	18-Jul-05
Connell, Ralston	Brampton, ON.	18-Jul-05
Trudel, Guy	Toronto, ON.	18-Jul-05
Reid, Robert L.S.	Toronto, ON.	19-Jul-05
Shepherd, Victor	Mississauga, ON.	27-Jul-05
Fukumoto, Robert	Toronto, ON.	27-Jul-05
Rowe, Garth	Barrie, ON.	27-Jul-05
Gonzalez, Felipe	Toronto, ON.	27-Jul-05
Dick, Dean E.	St. Catharines, ON.	27-Jul-05
Heaven, Janet	Belleville, ON.	27-Jul-05

(138-G878)

CERTIFICATES OF TEMPORARY REGISTRATION as person authorized to solemnize marriage in Ontario have been issued to the following:

LES CERTIFICATS D'ENREGISTREMENT TEMPORAIRE autoris des mariages en Ontario ont été délivrés aux suivants:

NAME	LOCATION	EFFECTIVE DATE
Medeiros, Agostiulio de sa Tavares de	Barcelos, Minho	5-Jul-05
August 25, 2005 to August 29, 2005		
Swan, Barry	Rochester, NY.	5-Jul-05
July 29, 2005 to August 2, 2005		
Thompson, Janet	Ottawa, ON.	5-Jul-05
August 4, 2005 to August 8, 2005		
Hartin, Patrick	Spokane Valley, WA.	5-Jul-05
December 28, 2005 to January 1, 2006		
Diaz, Erno	New York, NY.	5-Jul-05
August 4, 2005 to August 8, 2005		
Baranowski, Antoni	Lusaka, Zambia	5-Jul-05
August 25, 2005 to August 29, 2005		
McGonagle, James	Ireland	12-Jul-05
August 4, 2005 to August 8, 2005		
Sandford, Heather Marie	Weslegville, NF.	12-Jul-05
August 4, 2005 to August 8, 2005		
Clace, Kevin	Morris, AB.	12-Jul-05
July 21, 2005 to July 25, 2005		
Lodder, Theodore	Surrey, BC.	12-Jul-05

August 10, 2005 to August 14, 2005		
St. Petersburg, FL.	12-Jul-05	
Winnipeg, MB.	12-Jul-05	
Waterford, MI.	14-Jul-05	
Grand Rapids, MI.	14-Jul-05	
East Pennant, NS.	14-Jul-05	
Clarks Summit, PA.	14-Jul-05	
Cincinnati, NY.	14-Jul-05	
Calgary, AB.	19-Jul-05	
Malone, NY.	19-Jul-05	
Liguori, MO.	19-Jul-05	
Gatineau, QC.	26-Jul-05	
Warrenton, VA.	26-Jul-05	
Steinbach, MB.	26-Jul-05	
Gatineau, QC.	26-Jul-05	
Montreal, QC.	26-Jul-05	
Becancour, QC.	26-Jul-05	
Cleveland, OH.	26-Jul-05	
Mendota, VA.	26-Jul-05	
Halifax, NS.	26-Jul-05	
Lanse Au Loup, NL	28-Jul-05	
Dundalk, ON.	28-Jul-05	
Surrey, BC.	28-Jul-05	

NAME	LOCATION	EFFECTIVE DATE
2005 Berlin, Donald Robert September 2, 2005 to September 6, 2005	St. Michael's, MD	28-Jul-05
Malloy, Patrick September 8, 2005 to September 12, 2005	Allentown, PA.	28-Jul-05
Jolin, Alphonse Gaston July 28, 2005 to August 1, 2005	Rollet, QC.	28-Jul-05

(138-G879)

CERTIFICATE OF CANCELLATION OF REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES AVIS DE RADIATION de personnes autorisées à célébrer des mariages en Ontario ont été envoyés à:

NAME	LOCATION	EFFECTIVE DATE
Oh, Se Man Paul	Toronto, ON.	4-Jul-05
Platts, Maurice	Middlesex, On	11-Jul-05
Sainnawap, Saggius	Big Trout Lake, On	11-Jul-05
Hodgins, Valarie	Granton, On	11-Jul-05
Gauthier, Daniel	North Lancaster, On	11-Jul-05
Beaudette, Luc	Ottawa, On	12-Jul-05
Peters, Gregory Scott	Woodville, On	12-Jul-05
Edwards, Phillip C.	Beamsville, ON.	20-Jul-05
Hurlburt, Ronald G.	Unionville, ON.	20-Jul-05
Roe, Brian	Orangeville, ON.	20-Jul-05
Page, Gary S.	Welland, ON.	20-Jul-05
Mercer, Robert	Ottawa, On	20-Jul-05
Gurnett, T. Jay	Waterloo, ON.	20-Jul-05
Hayes, Stephen	Ottawa, On	26-Jul-05
Vanden Ende, Anthonie	Strathroy, ON.	26-Jul-05
Bourguignon, George	Thunder Bay, ON.	27-Jul-05

(138-G880)

Notice of Default in Complying with the Corporations Information Act Notice de non-observation de la Loi sur les renseignements exigés des compagnies et des associations

NOTICE IS HEREBY GIVEN under subsection 241(3) of the Business Corporations Act that unless the corporations listed hereunder comply with the filing requirements under the Corporations Information Act within 90 days of this notice orders dissolving the corporation(s) will be issued. The effective date precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(3) de la Loi sur les sociétés par actions, si les compagnies mentionnées ci-dessous ne se conforment pas aux exigences de dépôt requises par la Loi sur les renseignements exigés des compagnies et des associations dans un délai de 90 jours suivant la réception du présent avis, des ordonnances de dissolution seront délivrées contre lesdites compagnies. La date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
2005-08-04 ENPAR TECHNOLOGIES INC.	1163360
H.M.R. MANAGEMENT HOLDINGS LIMITED.....	1120827

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
2005-08-09 NEXT LEVEL LTD.	2044631
ONLY THE BRAVE INC.	590233
SURVIVAL SYSTEMS LIMITED.....	223111
977565 ONTARIO LIMITED.....	977565
1435745 ONTARIO LIMITED.....	1435745
2005-08-09 CRYSCAN INC.	1386841
GTA ENGINEERING INC.	1609342
JOH RUBBER INC.	592017
JOHNNY PRODUCTIONS INC.	1062238
MIZZY'S GLASS & DOOR INC.	1116824
MIZZY'S GROUP CONTRACTING LTD.	1149545
RESIDENTIAL SECURITY PROGRAM CO. INC.	1132215
1113384 ONTARIO INC.	1113384

(138-G882)

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

Cancellation of Certificate of Incorporation (Business Corporations Act) Annulation de Certificat de Constitution en Personne Morale (Loi sur les sociétés par actions)

NOTICE IS HEREBY GIVEN that by orders under subsection 241(4) of the Business Corporation Act, the certificates of incorporation set out hereunder have been cancelled and corporation(s) have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(4) de la Loi sur les sociétés par actions, les certificats présentés ci-dessous ont été annulés et les compagnies ont été dissoutes. La dénomination sociale des compagnies concernées est précédée de la date de prise d'effet de l'annulation.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
2005-08-05 INFINITY INTEGRATED SYSTEMS INC.	1302713
NEW MAPLE SOLUTIONS INC.	1585049
PEAKS-NORTH DEVELOPMENT INC.	972567
PEFFERS & CO. LIMITED.....	1573711
664965 ONTARIO LIMITED.....	664965
1282872 ONTARIO INC.	1282872
1426637 ONTARIO INC.	1426637
1570195 ONTARIO LIMITED.....	1570195

(138-G883)

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

Cancellations For Cause (Business Corporations Act) Annulation à Juste Titre (Loi sur les Sociétés par Actions)

NOTICE IS HEREBY GIVEN that by orders under section 240 of the Business Corporation Act, the certificates set out hereunder have been

cancelled for cause and in the case of certificates of incorporation the corporations have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, par des ordres donnés en vertu de l'article 240 de la Loi sur les sociétés par actions, les certificats indiqués ci-dessous ont été annulés à juste titre et, dans le cas des certificats de constitution, les sociétés ont été dissoutes. La dénomination sociale des compagnies concernées est précédée de la date de prise d'effet de l'annulation.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
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2005-08-08

APEX TODAY INC.....	1209720
BRISTOL INCORPORATED	1291263
GREWAL & BAMRAH ENTERPRISES INC.....	816468
HOLLINSHEAD-THOMPSON ENTERPRISES INC.....	1008624
ISTEM INC.....	1042280
JIREH RECYCLING SERVICES LTD.....	893859
LORKAM MANAGEMENT INC.....	1521442
REBECCA STREET INVESTMENTS LTD.....	1441086
SABOTT INVESTMENTS LTD.....	622130
STERLING CENTRE INC.....	866529
WILFIELD HOLDINGS (TORONTO) LIMITED.....	229190
960352 ONTARIO INC.....	960352
2039702 ONTARIO INC.....	2039702

2005-08-09

ACADEMY OF ESTHETICS AND HAIR DESIGN LTD.....	1489329
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B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(138-G884)

**Cancellations for Filing Default
(Corporations Act)
Annulations pour omission de se
conformer à une obligation de dépôt
(Loi sur les personnes morales)**

NOTICE IS HEREBY GIVEN that orders under Section 317(9) of the Corporations Act have been made cancelling the Letters Patent of the following corporations and declaring them to be dissolved: The date of the order of dissolution precedes the name of the corporation.

AVIS EST DONNÉ PAR LA PRÉSENTE que, les décrets émis en vertu de l'article 317(9) de la Loi sur les personnes morales ont été émis pour annuler les lettres patentes des personnes morales suivantes et les déclarer dissoutes. La date du décret de la dissolution précède le nom de la personne morale.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
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2005-08-10

CANADA SCIENCE, TECHNOLOGY & CULTURE DEVELOPMENT CENTRE.....	1596972
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B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(138-G885)

**Cancellation of Extra-Provincial Licence
(Extra-Provincial Corporations Act)
Annulation de Permis Extraprovincial
(Loi sur les compagnies
extraprovinciales)**

NOTICE IS HEREBY GIVEN that orders under Section 7(1) of the Extra-Provincial Corporations Act have been made cancelling the licence of the following extra-provincial corporations. The date of the cancellation order precedes the name of the corporation.

AVIS EST DONNÉ PAR LES PRÉSENTES de l'annulation des permis extraprovinciaux suivants, faite conformément à l'article 7(1) de la Loi sur les compagnies extraprovinciales. La date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
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2005-08-08

A & M EXPRESS, INC.....	959011
ALLIANT TECHSYSTEMS INC.....	1157740
AMERICAN STONE CORPORATION.....	1185902
ASPECT TELE COMMUNICATIONS CORPORATION.....	936908
AVSCO AVIATION SERVICE CORPORATION.....	1006709
BILFINANZ AKTIENGESELLSCHAFT.....	467103
BOB RAY AND ASSOCIATES INC.....	1139463
CHARLES J. GIVENS ORGANIZATION OF CANADA, INC.....	951639
COMM-PRESS, INC.....	1380822
CORONADO ENGINEERING, INC.....	1081354
EBCO TRADING CORP., LTD.....	112294
ERO, INC.....	979271
EVCON SUPPLY, INC.....	604873
EXCEL CARGO, INC.....	1143543
FORD, BACON & DAVIS, INCORPORATED.....	1100588
GENESIS HOLDING COMPANY LIMITED.....	1165840
HANWHA CHEMICAL CORPORATION.....	926928
IMS LTD.....	625284
INTERMODAL DISTRIBUTION, INC.....	972916
KAY HOME PRODUCTS, INC.....	959138
LIDLAW WASTE SYSTEMS, INC.....	998551
LIFETECH PURECO, INC.....	1393678
MERRICK'S, INC.....	436085
MIDWEST LOGISTICS, INC.....	1460052
MILEPOST INNS, INC.....	1352644
M P G INVESTMENT CORPORATION LIMITED.....	422056
NORTHERN A-1 SANITATION SERVICES, INC.....	1006645
NORWICH UNION FIRE INSURANCE SOCIETY LIMITED.....	25174
PACIFICO CREATIVE SERVICE, INC.....	1139462
PEARL CAPITAL, INC.....	1607963
PERINI CORPORATION.....	979265
RECOR SERVICES, INC.....	996389
ROMLOCK, INC.....	916323
SYMPRO, INC.....	1133453
SYNER-MED PHARMACEUTICALS (CANADA) LIMITED.....	1136778
SYLVAN INDUSTRIAL PIPING INC.....	1174062
THE JAMAR COMPANY.....	618790
THE MUSEUM COMPANY, INC.....	983563
THE TENSAR CORPORATION.....	608176
TRS, INC.....	926832
TUTT RENOVATION & DEVELOPMENT, INC.....	1218448
UNIFINE RICHARDSON B.V.....	1300747
UNIFRAX CORPORATION.....	1006694
USUKU, INC.....	1178036
WIZCOM INTERNATIONAL, LTD.....	913448

Name of Corporation:	Ontario Corporation Number
Dénomination sociale	Numéro de la
de la compagnie:	compagnie en Ontario
XPRES CORPORATION.....	954817
YSPEED SOLUTIONS INC.....	1537852

(138-G886) B. G. HAWTON,
 Director, Companies and Personal Property
 Security Branch
 Directrice, Direction des compagnies et des
 sûretés mobilières

Ontario Energy Board Commission de l'Énergie de l'Ontario

Transmission System Code

July 25, 2005

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1. PURPOSE

1.0.1 The purpose of this Transmission System Code (the "Code") is to set out:

- (a) the minimum conditions that a transmitter shall meet in designing, constructing, managing, maintaining and operating its transmission system;
- (b) the rules governing a transmitter's obligation to connect customers to its transmission system, and to provide transmission service to its customers;
- (c) the obligations between a transmitter and its customers and between a transmitter and its neighbouring Ontario transmitters;
- (d) the rules governing the economic evaluation of transmission system connections and expansions;
- (e) the minimum standards for facilities connected to a transmission system; and
- (f) through the connection agreement set out in Appendix 1, the obligations of a customer to the transmitter to whose transmission system the customer's facilities are connected.

2. DEFINITIONS

2.0.1 "Act" means the *Ontario Energy Board Act, 1998*, S.O.1998, c.15, Schedule B, and includes all regulations made thereunder;

2.0.2 "assigned capacity" means, in relation to a load customer and a connection facility, the capacity determined in accordance with section 6.2.2;

2.0.3 "available capacity" means, at a given time, the capacity on a connection facility that is not at that time assigned to a load customer;

2.0.4 "Board" means the Ontario Energy Board;

2.0.5 "bus" means a common current carrying element which allows the connection of other elements to that common element;

2.0.6 "business day" means any day that is not a Saturday, a Sunday or a legal holiday in the Province of Ontario;

2.0.7 "CIA" means customer impact assessment;

2.0.8 "circuit breaker" means a system element that interrupts the flow of electricity upon receiving a trip signal and includes, where applicable, any associated current transformer and the bus section between the breaker bushing and its current transformer;

2.0.9 "Code revision date" means the date on which this Code comes into effect as specified in section 13.0.1;

2.0.10 "come into service" means, in relation to a facility, the time at which the facility becomes connected to a transmission system and energized following commissioning of the facility;

- 2.0.11 “connect” means to form a direct physical link between a transmitter’s transmission facilities and a customer’s facilities or a neighbouring Ontario transmitter’s facilities;
- 2.0.12 “connection agreement” means an agreement entered into by a transmitter and a customer setting out terms and conditions pertaining to connection of the customer’s facilities to the transmitter’s transmission system and the provision of transmission services in relation to those customer facilities, but does not include a “connection and cost recovery agreement” or similar agreement entered into in relation to the construction of new or modified facilities where it is contemplated that a connection agreement will thereafter be entered into;
- 2.0.13 “connection facilities” means line connection facilities and transformation connection facilities that connect a transmitter’s transmission system with the facilities of another person;
- 2.0.14 “connection point” means a point of connection between a transmitter’s transmission facilities and a customer’s facilities;
- 2.0.15 “connection service” in relation to a transmitter has the meaning given in the transmitter’s Rate Order;
- 2.0.16 “consumer” means a person using, for their own consumption, electricity that they did not generate and whose facilities are connected to a transmission system;
- 2.0.17 “contracted capacity” means, in relation to a load customer and a connection facility, the capacity determined in accordance with section 6.2.3;
- 2.0.18 “customer” means a generator, consumer, distributor or unlicensed transmitter whose facilities are connected to or are intended to be connected to a transmission system;
- 2.0.19 “customer facilities” means any and all equipment, elements, and facilities of any kind whatsoever owned by a customer that are relevant to a connection;
- 2.0.20 “de-energized” means a state at which the stored potential energy of an isolated piece of equipment has been discharged. Electrical equipment is considered de-energized when its electrical energy has been discharged through connection to an effective ground potential. Mechanical equipment is considered de-energized when hazards due to temperature, pressure, chemical substances, gases, radiation, and motion have been minimized or, where practical, eliminated by measures including the following: (i) operation of valves, gates and dampers; (ii) opening of pipes or equipment to the atmosphere; (iii) purging, ventilating, or cooling; (iv) applying brakes and blocking motion; and (v) discharging loaded springs;
- 2.0.21 “delivery point” has the same meaning as “connection point”;
- 2.0.22 “distribute” with respect to electricity means to convey electricity at voltages of 50 kV or less;
- 2.0.23 “distributor” means a person who owns or operates a distribution system;
- 2.0.24 “distribution system” means a system for distributing electricity, and includes any structures, equipment or other things used for that purpose;
- 2.0.25 “electricity” means electrical energy as measured in kilowatt hours;
- 2.0.26 “Electricity Act” means the *Electricity Act, 1998*, S.O.1998, c.15, Schedule A, and includes all regulations made thereunder;
- 2.0.27 “element” means any electrical device that has at least one terminal that is operated at greater than 50 kV and that may be connected to other electrical devices, and is usually associated with a generator, transformer, transmission circuit, circuit breaker, HVDC pole, series or shunt compensating device or bus section;
- 2.0.28 “emergency” means any abnormal condition that requires automatic or immediate manual action to prevent or limit loss of a licensed transmitter’s transmission facilities or loss of the supply of electricity or energy that could adversely affect: (a) the reliability of the licensed transmitter’s transmission system, (b) the integrity of customer facilities or of the licensed transmitter’s transmission facilities, or (c) public safety, property or the environment;
- 2.0.29 “facilities” means transmission facilities, a neighbouring Ontario transmitter’s facilities or customer facilities, as the context requires, and includes any structures, lines, transformers, breakers, disconnect switches, buses, voltage/current transformers, protection systems, telecommunications systems, cables and any other auxiliary equipment used for the purpose of conveying electricity;
- 2.0.30 “fault” means an event arising from the failure of facilities, including a short circuit, an open circuit, or an intermittent connection;
- 2.0.31 “forced outage” means the automatic or manual limitation of service owing to de-rating or limitation of facilities, or the unavailability of facilities as a result of actual or potential failure of those facilities or of any other facilities related to them;
- 2.0.32 “generator customer” means a customer who owns or operates a generation facility;
- 2.0.33 “good utility practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good utility practice is not intended to be limited to optimum practices, methods or acts to the exclusion of all others, but rather to include all practices, methods or acts generally accepted in North America;
- 2.0.34 “harmonic” means a sinusoidal component of a periodic wave or quantity having a frequency that is an integral multiple of the fundamental frequency (for example, a component whose frequency is twice the fundamental frequency is called a second harmonic);

- 2.0.35 “IESO” means the Independent Electricity System Operator continued under the Electricity Act;
- 2.0.36 “isolate” means to separate facilities from any source of dynamic energy;
- 2.0.37 “isolating device” means a device used to separate facilities from any source of dynamic energy;
- 2.0.38 “licence” means a licence issued under Part V of the Act;
- 2.0.39 “line connection” means radial lines that do not, under normal operating conditions, connect network stations and whose sole purpose is to serve one or more persons;
- 2.0.40 “load customer” means a customer who owns or operates a facility other than a generation facility or a transmission system;
- 2.0.41 “load shedding” means the deliberate disconnection of the load of a customer from a transmission system or a distribution system (either manually or automatically) in response to an emergency in order to maintain the integrity of the transmission system or distribution system and to minimize overall outages to customer facilities;
- 2.0.42 “maintenance” includes such routine maintenance, troubleshooting, repairs, changes, modifications and other activities as may be required for the safe and efficient operation of facilities;
- 2.0.43 “Market Rules” means the rules made under section 32 of the Electricity Act;
- 2.0.44 “neighbouring Ontario transmitter” in relation to a licensed transmitter (the “first transmitter”) means another licensed transmitter whose transmission system is located in Ontario and is connected to that of the first transmitter or that seeks to have its transmission system located in Ontario connected to that of the first transmitter, as the context requires;
- 2.0.45 “network facilities” means those facilities, other than connection facilities, that form part of a transmission system that are shared by all users, comprised of network stations and the transmission lines connecting them;
- 2.0.46 “NERC” means the North American Electric Reliability Council;
- 2.0.47 “net book value” means the net book value used by the Board for rate-making purposes;
- 2.0.48 “outage” means the removal of facilities from service, unavailability for connection of facilities, temporary de-rating, restriction of use or reduction in the performance of facilities for any reason, including to permit the inspection, testing, maintenance or repair of facilities;
- 2.0.49 “planned outage” means an outage that is planned or intentional and that is scheduled to occur at a pre-selected time, usually for the purpose of permitting construction, preventative maintenance or repair;
- 2.0.50 “promptly” means performed in an expeditious manner and without undue delay, using due diligence, and with the intent of completing a required act or task as quickly as practicable;
- 2.0.51 “protection system” means equipment that detects faults or abnormal conditions and takes appropriate corrective action to isolate the faulted element;
- 2.0.52 “protective relay” means an electrical device that detects a fault or abnormal condition on a transmission system or a distribution system and that is designed to respond to abnormal variations in input conditions and to cause prescribed contact operation or similar abrupt changes in associated electric control circuits which, in turn, if prescribed parameters are met, initiate the operation of a system element (such as a circuit breaker) to disconnect a faulty element (such as a transformer);
- 2.0.53 “Rate Order” means an order made by the Board under the Act, and in effect at the relevant time, that, among other things, establishes the rates that may be charged by a transmitter for transmission service;
- 2.0.54 “reliability”, in relation to electricity service, means the ability to deliver electricity in accordance with all applicable reliability standards and in the amount desired;
- 2.0.55 “reliability organization” means NERC, NERC’s reliability councils and the IESO;
- 2.0.56 “reliability standards” means the criteria, standards and requirements relating to reliability set forth in this Code and, where relevant, as established by applicable reliability organizations;
- 2.0.57 “renewable generation” means generation facilities that generate electricity using one or more of the following sources: wind, sun, biomass, bio-oil, biogas, landfill gas or water;
- 2.0.58 “single contingency” means a single event, usually involving the loss of one or more elements, that affects a transmission system at least momentarily;
- 2.0.59 “site” means the land, buildings and other structures on, in or around which facilities are located;
- 2.0.60 “transformation connection” means transformation facilities, tapped off a transmission system, that step down voltages from transmission levels to distribution levels (i.e. from more than 50 kV to 50 kV or less) in order to supply the facilities of a person;
- 2.0.61 “transmission facilities” means facilities owned by a transmitter that form part of or all the transmission system owned by that transmitter;

- 2.0.62 “transmission service” means a service provided by a transmitter to a customer as specified in the transmitter's Rate Order, and includes Network Service, Line Connection Service, Transformation Connection Service or such other transmission service as may be described in such Rate Order;
- 2.0.63 “transmission system” means a system for transmitting electricity and includes any structures, equipment or other things used for that purpose;
- 2.0.64 “transmit” with respect to electricity means to convey electricity at voltages of more than 50 kV;
- 2.0.65 “transmitter” means a person who owns or operates a transmission system;
- 2.0.66 “unlicensed transmitter” means a person who owns or operates a transmission system and that is exempt from the requirement to hold a licence under section 57(b) of the Act by virtue of a regulation made under the Act or of the application of section 84 of the Act; and
- 2.0.67 “work” includes design, installation, construction, commissioning, removal, inspection, testing, undertaking of repairs or undertaking of maintenance.

3. APPLICATION AND INTERPRETATION

- 3.0.1 All appendices attached to this Code form part of it. Unless otherwise defined in this Code, words and phrases shall have the meaning ascribed to them in the Act or the Electricity Act. Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. Words importing a person include (i) an individual, (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate. A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions. Where a word or phrase is defined in this Code, the Act or the Electricity Act, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning. A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision. The expression “including” means including without limitation.
- 3.0.2 A reference in this Code to “dedicated” connection facilities means that such facilities are constructed initially for the sole use of a single customer, but shall not be interpreted to mean that such facilities cannot thereafter be used by any other customer if they are owned by a licensed transmitter at the relevant time.
- 3.0.3 A reference in this Code to:
- (a) “existing load” in relation to a load customer and a connection facility, shall at any point in time be equal to the customer's assigned capacity on that connection facility at that time; and
 - (b) “new load”, in relation to a load customer and a connection facility, shall at any point in time:
 - i. if the customer has contracted capacity, be equal to the load that exceeds the customer's contracted capacity at that time; or
 - ii. in any other case, be equal to the load that exceeds the customer's existing load as determined under section 3.0.3(a).
- 3.0.4 Except when an emergency is anticipated or is occurring, if the time for doing any act or omitting to do any act under this Code expires on a day that is not a business day, the act may be done or may be omitted to be done on the next day that is a business day.
- 3.0.5 Except to the extent provided in a transmitter's licence, another code issued by the Board or an order of the Board, this Code applies to all licensed transmitters and to all transactions and interactions between a licensed transmitter and its customers and between a licensed transmitter and its neighbouring Ontario transmitters.
- 3.0.6 Subject to sections 3.0.5 and 3.0.9, a transmitter shall not:
- (a) enforce any provision of any agreement that is contrary to or inconsistent with this Code;
 - (b) apply any provision of any agreement in a manner that is contrary to or inconsistent with this Code; or
 - (c) require any person to enter into an agreement that contains a provision that is contrary to or inconsistent with this Code or to otherwise agree to terms and conditions that are contrary to or inconsistent with this Code.
- This section 3.0.6 applies to an agreement regardless of whether the agreement was entered into before the Code revision date. Nothing in this section 3.0.6 shall affect the continued validity of a provision of any agreement entered into before the Code revision date under which the parties agreed to realign their relationship or amend the agreement in a manner consistent with this Code.
- 3.0.7 Subject to sections 3.0.5, 3.0.8 and 3.0.9, all connection agreements executed prior to the Code revision date in furtherance of the requirement set out in section 2.1.1 of the Transmission System Code as it existed prior to the Code revision date are, as of the Code revision date, deemed to be amended to conform to the applicable version of the connection agreement set out in Appendix 1. The relationship between the parties shall thereafter be governed by the applicable version of the connection agreement set out in Appendix 1.
- 3.0.8 Where an agreement entered into before the Code revision date contains provisions that were negotiated between the parties and that are not contrary to or inconsistent with this Code, those provisions shall remain in effect and must be honoured by the parties accordingly.
- 3.0.9 Where an economic evaluation was carried out prior to the Code revision date, such economic evaluation shall for the purposes of the application of this Code be deemed to have been carried out under this Code and shall, together with the associated load forecast, apply for the purposes of this Code.

- 3.0.10 Sections 3.0.6 to 3.0.9 are without prejudice to the resolution of any dispute between a transmitter and a customer that may have arisen prior to the Code revision date.
- 3.0.11 A provision in an agreement entered into before the Code revision date is not contrary to or inconsistent with this Code simply by reason of the fact that this Code does not expressly contemplate such provision or is silent on the matter.
- 3.0.12 To the extent of any inconsistency or conflict between them, a Rate Order and the Affiliate Relationships Code for Electricity Transmitters and Distributors prevail over this Code.
- 3.0.13 Any matter under this Code requiring a determination by the Board may be determined without a hearing or through an oral, written or electronic hearing, at the Board's discretion.

4. STANDARDS OF BUSINESS PRACTICE AND CONDUCT

4.1 General Requirements

- 4.1.1 Subject to section 4.1.2, a transmitter shall connect a customer's facilities and shall offer and provide transmission services to a customer subject to that customer entering into or having a connection agreement with the transmitter. Such connection agreement shall be in the form set out in the applicable version of the connection agreement set out in Appendix 1. Where the customer is an unlicensed transmitter, the version of the connection agreement set out in Appendix 1 to be used shall be determined based on the nature of the facility that is connected to the unlicensed transmitter's transmission system. Where both a generation facility and a load facility are connected to the unlicensed transmitter's transmission system, this may require two connection agreements.
- 4.1.2 A transmitter may not enter into a connection agreement on terms and conditions other than those set forth in the applicable version of the connection agreement set out in Appendix 1 or amend the terms and conditions of a connection agreement relative to the terms and conditions set forth in the applicable version of the connection agreement set out in Appendix 1 except as expressly contemplated in the applicable version of the connection agreement set out in Appendix 1 or with the prior approval of the Board.
- 4.1.3 Where a transmitter does not have a connection agreement with a customer whose facilities were connected to the transmitter's transmission system prior to the Code revision date, the transmitter shall be bound by the applicable version of the connection agreement set out in Appendix 1 in relation to that customer and shall be permitted to consider that customer's continued acceptance of transmission service as acceptance by that customer of all of the terms and conditions of the connection agreement in the form set out in the applicable version of the connection agreement set out in Appendix 1.
- 4.1.4 A transmitter shall ensure that all connections to its transmission system are made by it with due regard for the safety of the transmitter's employees and the public.
- 4.1.5 A transmitter shall provide customers and any neighbouring Ontario transmitter with all necessary information that is in the possession of or reasonably available to the transmitter to enable the transmitter to comply with its obligations under this Code, including the information specified in Appendix 3.
- 4.1.6 Except as may be required by section 4.1.1 in relation to a customer that is an unlicensed transmitter, a transmitter may not require more than one connection agreement from a customer whose facilities will be or are connected either at a single site or at multiple sites or service territories that are geographically contiguous. A transmitter shall require a separate connection agreement for each facility that a customer may have at geographically noncontiguous sites or service territories.

4.2 Transmission Service Charges

- 4.2.1 A transmitter shall maintain and make available to all customers a list of its transmission services and the rates or charges approved by the Board for those transmission services.
- 4.2.2 No transmitter shall charge a customer for any transmission service unless the charge has been approved by the Board.
- 4.2.3 A transmitter shall not charge a customer for any transmission services in relation to any reduction in that customer's load that the customer has demonstrated to the reasonable satisfaction of the transmitter (such as by means of an energy study or audit) has resulted from embedded renewable generation (determined in accordance with section 11.1), energy conservation, energy efficiency or load management activities, except in accordance with the transmitter's Rate Order.
- 4.2.4 A transmitter shall not impose or enforce a minimum payment obligation on any customer, except in accordance with this Code or a Rate Order.

4.3 Facilities Standards

- 4.3.1 A transmitter shall ensure that its transmission facilities:
- (a) meet all applicable requirements of the Ontario Electrical Safety Authority;
 - (b) conform to applicable industry standards, including those of the Canadian Standards Association, the Institute of Electrical and Electronic Engineers, the American National Standards Institute, and the International Electrotechnical Commission;
 - (c) are designed and constructed in accordance with the instruments and standards referred to in section 5.1.2; and
 - (d) comply with the basic general performance standards and technical requirements for facilities that are set out in this Code, including Appendix 2.

- 4.3.2 The basic general performance standards and minimum technical requirements for facilities, except facilities deemed compliant under section 4.6.1, are set out in this Code, including Appendix 2. A transmitter shall provide the appropriate technical parameters to assist a customer in designing its facilities so that they are compliant with those basic general performance standards.
- 4.3.3 A transmitter may participate in the commissioning, inspecting, and testing of customer-owned connection facilities to ensure that facilities connected to its transmission system will not materially reduce or adversely affect the reliability of its transmission system. The transmitter shall recover its reasonable costs of participating in the commissioning, inspection or testing of the customer-owned connection facilities from the customer.
- 4.3.4 Where section 4.3.3 applies, the commissioning, inspection or testing of the customer's facilities shall be conducted at a time that is mutually agreed by the customer and the transmitter. If the commissioning, inspection or testing is required to be rescheduled at the request of the transmitter or by reason of the transmitter's failure to attend, the transmitter shall, if so requested by the customer, pay all reasonable costs incurred by the customer in respect of the rescheduling of the commissioning, inspection or testing activity. If the commissioning, inspection or testing is required to be rescheduled at the request of the customer or by reason of the customer's failure to attend, the transmitter may recover from the customer the reasonable costs incurred by the transmitter in respect of the rescheduling of the commissioning, inspection or testing activity.

4.4 Operational Standards and Reporting Protocol

- 4.4.1 A transmitter shall take reasonable steps to ensure that all facilities connected to its transmission system are operated and maintained in accordance with the requirements of this Code and all connection agreements.
- 4.4.2 Upon request by a customer or a neighbouring Ontario transmitter, a transmitter shall provide the fault levels at all relevant connection points.
- 4.4.3 A transmitter shall promptly report to a customer or a neighbouring Ontario transmitter any changes in the transmitter's transmission facilities, or in the facilities of another customer or neighbouring Ontario transmitter if known, that could materially affect the transmission services provided to that customer or neighbouring Ontario transmitter.

4.5 Performance Standards

- 4.5.1 A transmitter shall develop performance standards that apply at the customer delivery point level and that:
- (a) reflect typical transmission system configurations that take into account the historical development of the transmitter's transmission system at the customer delivery point level;
 - (b) reflect historical performance at the customer delivery point level;
 - (c) are, where applicable, consistent with the comparable performance standards applicable to all delivery points throughout the transmitter's transmission system;
 - (d) establish acceptable bands of performance at the customer delivery point level for transmission system configurations, geographic area, load, and capacity levels;
 - (e) establish appropriate triggering events to be used to initiate technical and economic evaluations by the transmitter and its customers regarding performance standards at the customer delivery point level, as well as the circumstances in which any such triggering event will not require the initiation of a technical or economic evaluation;
 - (f) establish the steps to be taken based on the results of any evaluation that has been so triggered, as well as the circumstances in which such steps need not be taken; and
 - (g) establish any circumstances in which the performance standards will not apply.
- 4.5.2 To the extent that it has not already done so prior to the Code revision date, a transmitter shall file the performance standards referred to in section 4.5.1 for the Board's approval within one year of the Code revision date. A transmitter shall also file any material amendments to those performance standards for the Board's approval. The transmitter may not give effect to such performance standards or any material amendments thereto until the performance standards or amendments have been approved by the Board or amended by the Board under section 4.5.3.
- 4.5.3 The Board may, on application or on its own motion, amend a transmitter's performance standards and any amendments thereto that have previously been approved by the Board under section 4.5.2 or 4.5.4 or amended by the Board under this section 4.5.3.
- 4.5.4 Where, prior to the Code revision date, a transmitter had filed its performance standards with the Board and such performance standards do not contain all of the material required by section 4.5.1, the transmitter shall file the missing material within one year of the Code revision date. The Board may make a decision regarding the incomplete performance standards pending the filing of the missing material.
- 4.5.5 A transmitter shall publish on its website its Board-approved performance standards referred to in section 4.5.1, and shall make those performance standards available upon request.
- 4.5.6 A transmitter's performance standards that were approved by the Board, in whole or in part, prior to the Code revision date shall be deemed to have been so approved by the Board under this section 4.5.

4.6 Compliance of Facilities with Standards

- 4.6.1 All facilities that came into service, were procured or were ordered prior to May 1, 2002 are deemed to be in compliance with the performance standards and technical requirements contained in this Code, including Appendix 2.

- 4.6.2 A transmitter may require that customer facilities that have been deemed compliant under section 4.6.1 be brought into actual compliance with the performance standards or technical requirements set out in this Code, including Appendix 2, within a specified time period where the transmitter has identified that:
- (a) there is a material deterioration in the reliability of its transmission system resulting from the performance of the deemed compliant facilities;
 - (b) there are material negative impacts on another customer's or on a neighbouring Ontario transmitter's power quality resulting from the performance of the deemed compliant facilities; or
 - (c) there is a material increase in capacity or load at the site where the deemed compliant facilities are located.
- 4.6.3 A transmitter may not act in accordance with section 4.6.2 until the transmitter has developed rules and procedures for requiring customer facilities to be brought into actual compliance and those rules and procedures have been approved by the Board. A transmitter may not give effect to a material amendment to such rules and procedures until the amendment has been approved by the Board or made by the Board under section 4.6.4.
- 4.6.4 The Board may, on application or on its own motion, amend a transmitter's rules and procedures and any amendments thereto that have been previously approved by the Board under section 4.6.3 or amended by the Board under this section 4.6.4.
- 4.6.5 If a transmitter's transmission facilities that have been deemed compliant under section 4.6.1 are considered by the transmitter or a customer to be causing any of the effects referred to in sections 4.6.2(a) to 4.6.2(c), the transmitter shall bring those transmission facilities into actual compliance.
- 4.6.6 A transmitter shall publish on its website its Board-approved rules and procedures referred to in section 4.6.3, and shall make those rules and procedures available upon request.
- 4.6.7 A transmitter's rules and procedures referred to in section 4.6.3 that were approved by the Board, in whole or in part, prior to the Code revision date shall be deemed to have been so approved by the Board under this section 4.6.

4.7 Confidentiality

- 4.7.1 Subject to section 4.7.2, a transmitter shall not, in performing its obligations or exercising its rights under this Code or under any of the transmitter's procedures or performance standards referred to in this Code, disclose confidential information relating to a customer or a neighbouring Ontario transmitter to another person without the consent of the customer or neighbouring Ontario transmitter to whom the confidential information relates. Where such consent cannot be obtained, the transmitter may request guidance from the Board.
- 4.7.2 Nothing in section 4.7.1 shall prevent the disclosure of confidential information by a transmitter:
- (a) where required under this Code, the Market Rules or the transmitter's licence;
 - (b) where required by law or regulatory requirements;
 - (c) where required by order of a government, government agency or regulatory body or agency having jurisdiction;
 - (d) if required in connection with legal proceedings, arbitration or any expert determination relating to the subject matter of this Code, or for the purpose of advising the transmitter in relation thereto;
 - (e) as may be required to enable the transmitter to fulfill its obligations to any reliability organization;
 - (f) where permitted by the applicable connection agreement or the applicable agreement referred to in section 6.8.1; or
 - (g) as may be required in an emergency or to prevent or minimize the effect of an emergency.

5. REQUIREMENTS FOR OPERATIONS AND MAINTENANCE

5.1 Day-to-Day Operations

- 5.1.1 A transmitter shall ensure that the operation and maintenance of its transmission facilities are performed only by persons qualified to do so.
- 5.1.2 A transmitter shall operate and maintain its transmission facilities in compliance with this Code, its licence, its operating agreement with the IESO, the Market Rules, all connection agreements, good utility practice, the standards of all applicable reliability organizations and any applicable law.

5.2 Forced Outages

- 5.2.1 When a forced outage of a transmitter's transmission facilities adversely affects any customer facilities, the transmitter shall follow the procedures set out in the relevant sections of the applicable connection agreement.
- 5.2.2 When a forced outage of a transmitter's transmission facilities adversely affects the facilities of a neighbouring Ontario transmitter, the transmitter shall follow the procedures set out in the relevant sections of the applicable agreement referred to in section 6.8.1.

5.3 Scheduling of Planned Work

- 5.3.1 A transmitter shall follow the procedures for the scheduling of planned work which are set out in its connection agreements and in any agreements referred to in section 6.8.1.
- 5.3.2 A transmitter shall coordinate outages arising from planned work scheduled by a customer or a neighbouring Ontario transmitter that directly affect the transmitter's transmission facilities.
- 5.3.3 A transmitter shall, to the best of its ability, obtain from its customers and from any neighbouring Ontario transmitters their anticipated planned outages for the upcoming year by October 1st of each year.

5.4 Emergency Operations

- 5.4.1 During an emergency or in order to prevent or minimize the effects of an emergency, a transmitter may take whatever immediate action it deems necessary to ensure public safety or to safeguard life, property or the environment without first notifying any other person. Without limiting the generality of the foregoing, during an emergency or in order to prevent or minimize the effects of an emergency a transmitter may:
- (a) order the switching of equipment;
 - (b) disconnect the facilities of a customer or of a neighbouring Ontario transmitter; or
 - (c) require that a customer or a neighbouring Ontario transmitter disconnect its facilities,
- in accordance with the applicable connection agreement or agreement referred to in section 6.8.1, as the case may be.

5.4.2 A transmitter that takes action under section 5.4.1 shall promptly report the action taken and the reason for it to all affected customers and neighbouring Ontario transmitters.

5.4.3 A transmitter shall implement load shedding as directed by the IESO and as specified in its connection agreements.

5.4.4 During an emergency or in order to prevent or minimize the effects of an emergency, a transmitter may interrupt supply to a customer or a neighbouring Ontario transmitter to protect the stability, reliability, or integrity of the transmitter's transmission facilities, or to maintain the availability of its transmission facilities. The transmitter shall advise all affected customers and neighbouring Ontario transmitters as soon as possible of the transmitter's transmission system's emergency status and of when to expect the resumption of normal operations and the reconnection of their facilities to the transmission system.

5.4.5 When a transmitter's transmission facilities return to normal operation following an emergency, the transmitter shall notify each affected customer and neighbouring Ontario transmitter as soon as possible that it may reconnect its facilities.

6. CUSTOMER CONNECTIONS

6.1 General Requirements

6.1.1 A transmitter shall design and construct its new or modified connection facilities on a timely basis and in accordance with the connection procedures referred to in section 6.1.3 and all applicable standards and instruments referred to in section 5.1.2.

6.1.2 A transmitter shall ensure that new or modified connections to its transmission system are made in accordance with the cost responsibility principles set out in this Code and that they:

- (a) do not materially reduce the reliability or performance of its transmission system; and
- (b) are constructed with such mitigation measures as may be required so that no new available fault current level referred to in section 6.4.4 exceeds the maximum allowable fault levels set out in Appendix 2 if this would have an adverse effect on any person.

6.1.3 Where the new available fault current level would exceed the maximum allowable fault level set out in Appendix 2 and would have an adverse effect on a person the transmitter may, as an alternative to satisfying the requirements of section 6.1.2(b), make suitable financial arrangements agreeable to the connecting customer and all affected persons to mitigate the economic or financial impact of allowing the new available fault current level to exceed the maximum allowable fault level set out in Appendix 2. Such arrangements shall be consistent with the cost responsibility principles set out in the Code.

6.1.4 A transmitter shall publish on its website its Board-approved connection procedures for processing requests to connect to its transmission system or to modify existing connections, and shall make those connection procedures available upon request. A transmitter's connection procedures shall be consistent with this Code and shall be consistent with and complementary to the Market Rules and the IESO's market procedures as they relate to connection.

6.1.5 A transmitter's connection procedures referred to in section 6.1.3 shall include the following:

- (a) a procedure for determining the total normal supply capacity of a connection facility as required by section 6.2.7;
- (b) an available capacity procedure that complies with section 6.2.11;
- (c) a security deposit procedure that complies with section 6.3.11;
- (d) a customer impact assessment procedure that complies with section 6.4.1;
- (e) an economic evaluation procedure that complies with section 6.5.2;

- (f) a contestability procedure that complies with section 6.6.2;
 - (g) a reconnection procedure that complies with section 6.10.3;
 - (h) a dispute resolution procedure that complies with section 12.1.1;
 - (i) an obligation on the transmitter to provide a customer with the most recent version of the plans required by section 6.3.6 that cover the applicable portion of its transmission system;
 - (j) a schedule of all charges and fees that may be charged by the transmitter and that are not covered by the transmitter's Rate Order; and
 - (k) reasonable timelines within which activities covered by the procedures referred to in paragraphs (a) to (g) and (i) must be completed by the transmitter or the customer, as applicable, including typical construction times for facilities.
- 6.1.5 A transmitter shall file its connection procedures for the Board's approval within one year of the Code revision date. A transmitter shall also file any material amendments to those procedures for the Board's approval. The transmitter may not give effect to such connection procedures or any material amendments thereto until the connection procedures or amendments have been approved by the Board or amended by the Board under section 6.1.6.
- 6.1.6 The Board may, on application or on its own motion, amend a transmitter's connection procedures and any amendments thereto that have been previously approved by the Board under section 6.1.5 or 6.1.7 or amended by the Board under this section 6.1.6.
- 6.1.7 Where, prior to the Code revision date, a transmitter had filed its connection procedures with the Board and such connection procedures do not contain all of the material required by section 6.1.4, the transmitter shall file the missing material within one year of the Code revision date. The Board may make a decision regarding the incomplete connection procedures pending the filing of the missing material.
- 6.1.8 Until such time as a transmitter's connection procedures have been approved by the Board, the transmitter shall process requests for connection and deal with the other matters listed in section 6.1.4 in accordance with all applicable provisions of this Code and otherwise in a manner that is reasonable and consistent with this Code, the Act, the Electricity Act and its licence. A dispute between a transmitter and a customer that arises in relation to any matter listed in section 6.1.4 prior to the approval by the Board of the transmitter's connection procedures may be submitted to the Board for determination where either the transmitter or the customer allege that the other is:
- (a) seeking to impose a term or condition that is inconsistent with or contrary to the Act, the Electricity Act, a party's licence or this Code; or
 - (b) refusing to include a term or condition that is required to give effect to this Code.
- 6.1.9 A transmitter's connection procedures shall not unjustly discriminate among customers or unduly restrict the ability of any person to connect its facilities to the transmitter's transmission system.
- 6.1.20 A transmitter shall not connect a customer's facilities or any new, modified or replacement customer facilities unless any required connection authorization, certificate of inspection or other applicable approval or authorization has been issued or given by the Ontario Electrical Safety Authority in relation to such facilities.
- 6.1.21 A transmitter may require, as a condition of connecting a customer's facilities or any new, modified or replacement customer facilities, that the customer provide it with the same technical information provided to the IESO during any connection assessment and facility registration processes associated with the customer's facilities or any new, modified or replacement customer facilities. The transmitter shall require that such information be provided in the form outlined in the applicable sections of the IESO's public website.
- 6.1.22 A transmitter may require, as a condition of connecting a customer's facilities or any new, modified or replacement customer facilities, that the customer provide it with test certificates certifying that the customer's facilities have passed all relevant tests and comply with all applicable instruments and standards referred to in section 5.1.2, including any certificates of inspection or other applicable approvals or authorizations that may be required by the Ontario Electrical Safety Authority.
- 6.1.23 A transmitter shall provide to a customer such technical parameters as may be required to assist the customer in ensuring that the design of the customer's facilities or of any new, modified or replacement customer facilities is consistent with the requirements applicable to the transmitter's transmission system.
- 6.1.24 A transmitter shall cooperate with a customer to ensure that modeling data that may be required for the planning, design and operation of connections are complete and accurate. The transmitter shall conduct, or may require that the customer conduct, such tests as may be required where the transmitter believes on reasonable grounds that the accuracy of such data is in question. Where the tests are conducted by the transmitter:
- (a) the transmitter may require that the customer reimburse the transmitter for the costs and expenses reasonably incurred by the transmitter in conducting the tests;
 - (b) the tests shall be conducted at a time that is mutually agreed by the customer and the transmitter; and
 - (c) the transmitter shall promptly report the results of such tests to the customer.
- If a test is required to be rescheduled at the request of the transmitter or by reason of the transmitter's failure to attend, the transmitter shall, if so requested by the customer, pay all reasonable costs incurred by the customer in respect of the rescheduling of the test. If a test is required to be rescheduled at the request of the customer or by reason of the customer's failure to attend, the transmitter may recover from the customer all reasonable costs incurred by the transmitter in respect of the rescheduling of the test.

6.2 Available Capacity

6.2.1 A transmitter shall not assign available capacity on network facilities. A transmitter shall not assign available capacity on its connection facilities for back-up purposes.

6.2.2 A load customer's assigned capacity in relation to a connection facility shall be equal to the aggregate of:

- (a) the customer's highest rolling three-month average peak load under normal operating conditions:
 - i. in the most recent five years, where the determination of the customer's assigned capacity is made after May 1, 2007, or
 - ii. since May 1, 2002, where the determination of the customer's assigned capacity is made on or before May 1, 2007; and
- (b) any available capacity that has been assigned to the customer and that has not yet been taken up by the customer nor cancelled by the transmitter under section 6.2.19.

If a load customer's facility has been connected to the connection facility for a period of less than five years, for purposes of determining the customer's assigned capacity the transmitter shall use the customer's highest rolling three-month average peak load in the year or years during which the customer's facility has been connected to the connection facility. Where a transmitter reasonably believes that a customer is manipulating its load for the purpose of the determination of its assigned capacity, the transmitter may request that the Board review and re-determine that assigned capacity.

6.2.3 Where an economic evaluation, including an economic evaluation referred to in section 6.2.24, 6.3.9 or 6.3.17, was conducted by a transmitter for a load customer in relation to a connection facility on the basis of a load forecast, that customer's contracted capacity shall, during the economic evaluation period to which the economic evaluation relates, be equal to the load identified in that load forecast or in any subsequent forecast used for purposes of giving effect to the true-up provisions of section 6.5.

6.2.4 A load customer with contracted capacity on a connection facility shall, in any year, be entitled to capacity in an amount that is equal to:

- (a) the amount of capacity for that year as specified in the applicable load forecast referred to in section 6.2.3; or
- (b) the customer's assigned capacity for that year, whichever is greater.

6.2.5 Notwithstanding any assignments of available capacity that a transmitter may make under this section 6.2, the transmitter shall ensure that there is sufficient available capacity on the transmitter's connection facility to satisfy:

- (a) the capacity entitlement of each load customer on that connection facility, determined in accordance with section 6.2.4; and
- (b) the assigned capacity and the contracted capacity of all load customers in relation to that connection facility at the relevant time.

The transmitter shall conduct an expansion study where the transmitter considers it necessary to ensure that it can meet this obligation.

6.2.6 A transmitter shall from time to time as required determine the total assigned capacity on a connection facility. For that purpose, the total assigned capacity shall be the aggregate of the assigned capacity of each load customer whose facilities are then served by the connection facility. In making this determination, the transmitter shall take into account the normal size and shape of the load of each load customer served by the connection facility, excluding anomalous situations such as reconfigurations that may be required by the IESO, temporary load transfers, or emergencies.

6.2.7 A transmitter shall from time to time as required determine the available capacity on a connection facility. For that purpose, the available capacity shall be determined by subtracting the total assigned capacity on that connection facility, determined in accordance with section 6.2.6, from the total normal supply capacity for that connection facility. The transmitter shall establish in its connection procedures referred to in section 6.1.4 and implement a procedure to determine the total normal supply capacity of a transformation connection facility and a line connection facility.

6.2.8 Where a load customer requests an assignment of capacity on a connection facility, the transmitter shall determine the available capacity of that connection facility.

6.2.9 A transmitter shall from time to time as required monitor the available capacity on its connection facilities.

6.2.10 Subject to section 6.2.12(e), a transmitter shall assign available capacity on a connection facility to load customers on a first-come first-served basis. A transmitter shall not assign capacity to a load customer unless the customer has demonstrated its need for available capacity in accordance with the requirements of the transmitter's available capacity procedure referred to in section 6.2.12(d). This obligation shall apply whether or not implementation of the available capacity procedure is required by section 6.2.11.

6.2.11 A transmitter shall establish an available capacity procedure in its connection procedures referred to in section 6.1.4. The transmitter shall implement the available capacity procedure when:

- (a) the available capacity on a connection facility is reduced to 25% or less of the total normal supply capacity of that connection facility; or
- (b) a load customer requests supply capacity on a connection facility that would reduce the available capacity on that connection facility to 25% or less of the total normal supply capacity of that connection facility.

6.2.12 The available capacity procedure referred to in section 6.2.11 shall include provisions that:

- (a) specify how load customers will be notified that implementation of the available capacity procedure has been triggered as required by section 6.2.11;
 - (b) set out how load customers may apply for available capacity in relation to the applicable connection facility;
 - (c) establish a reasonable amount of time for a load customer to make such an application;
 - (d) set out how a load customer demonstrates its need for available capacity on the applicable connection facility;
 - (e) where there is more than one application for available capacity on the applicable connection facility based on demonstrated need, establish that available capacity will be assigned to the relevant load customers in proportion to their respective needs; and
 - (f) establish the circumstances under which an expansion study will be carried out.
- 6.2.13 Where a transmitter assigns capacity on a connection facility to itself (in its capacity as a customer) or to a load customer that is an affiliate of the transmitter, the transmitter shall give notice of such assignment to all other customers served by that connection facility regardless of whether such assignment triggers implementation of the available capacity procedure under section 6.2.11.
- 6.2.14 When a transmitter proposes to carry out an expansion study under section 6.2.5 or 6.2.12(f) in relation to the provision of new supply capacity by means of an increase in the capacity of an existing connection facility or the construction of a new connection facility, the transmitter shall notify all load customers served or that the transmitter then knows are expected to be served by the existing or the proposed new connection facility. The transmitter shall also post on its website a notice of its proposal to carry out such an expansion study and of the right of load customers served by existing adjacent connection facilities to apply to reconfigure their respective load as described in section 6.2.15.
- 6.2.15 Where a new connection facility is proposed under section 6.2.14, the transmitter shall use best efforts to notify all load customers served by existing connection facilities adjacent to the proposed new connection facility. Such notice shall advise each load customer that it may apply to the transmitter to reconfigure load representing its assigned capacity or its contracted capacity to the proposed new connection facility. Where a load customer makes such an application, the transmitter shall negotiate in good faith with the customer to determine the terms and conditions that will govern the reconfiguration. Where the transmitter receives applications from load customers in circumstances where the applications cannot all be accommodated by the transmitter, the transmitter shall nonetheless negotiate in good faith with all such customers to determine the terms and conditions that will govern the reconfiguration, and shall then reconfigure the load of each load customer with whom it has successfully negotiated such terms and conditions in proportion to its assigned capacity or contracted capacity.
- 6.2.16 Upon completion of an expansion study, the transmitter shall advise all affected load customers of the available capacity on all relevant existing and new connection facilities before and after the expansion.
- 6.2.17 Where available capacity is assigned to a load customer in relation to a connection facility and the customer has a connection agreement, the contracted capacity and load shape shall be specified in the connection agreement.
- 6.2.18 Subject to section 6.2.19, available capacity that has been assigned to a load customer in relation to a connection facility may not, without the consent of the customer, be reassigned by a transmitter nor be reassigned by the customer except in connection with a change in ownership of the facility to which the assigned capacity relates. A transmitter shall, upon request, reassign assigned capacity as required to reflect such change in ownership.
- 6.2.19 Subject to section 6.2.20, where available capacity on a connection facility has been assigned to a load customer by a transmitter, and that capacity has not been taken up by the customer within one year of the assignment (except where that capacity is included in a load forecast referred to in section 6.2.3), the transmitter shall:
- (a) cancel the assignment;
 - (b) treat such capacity as available capacity; and
 - (c) notify all other load customers whose facilities are served by that connection facility of the cancellation of the assignment.
- The one-year period continues to run regardless of any change in the ownership of the facility to which the assigned capacity relates or of any reassignment of the assigned capacity as a result of that change in ownership.
- 6.2.20 A load customer may request that the transmitter extend the one-year period referred to in section 6.2.19 where circumstances warrant, such as where the customer is constructing new facilities that require more than one year to come into service. A transmitter shall not unreasonably deny such a request. Where the transmitter denies such a request, the customer may apply to the Board for an order requiring the transmitter to extend the one-year period.
- 6.2.21 Where a transmitter extends the one-year period referred to in section 6.2.19 in relation to itself (in its capacity as a customer) or a load customer that is an affiliate of the transmitter, the transmitter shall give notice of such extension to all other load customers served by the applicable connection facility.
- 6.2.22 Upon request, a transmitter shall assign available capacity on a transmitter-owned connection facility to serve an existing load customer's new load unless the transmitter can demonstrate that the available capacity will not meet the customer's needs.
- 6.2.23 When a load customer provides its own connection facility to serve new load, the transmitter shall not assign capacity on the relevant transmitter-owned connection facility to that customer in relation to that new load.
- 6.2.24 Where a customer has made a capital contribution for the construction of a connection facility, and where that capital contribution includes the cost of capacity on the connection facility not needed by the customer, the transmitter shall provide a refund, calculated in accordance with section 6.2.25, to the customer if that capacity is assigned to another load customer within five years of the date on which the connection facility

comes into service. Where such a refund is required under section 6.2.25, the transmitter shall require a financial contribution, calculated in accordance with section 6.2.25, from the subsequent customer.

- 6.2.25 For purposes of sections 6.2.24 and 6.3.17, the transmitter shall determine the amount of the refund to the initial customer and of the financial contribution from the subsequent customer by calculating a revised capital contribution amount using the prescribed economic evaluation methodology set out in section 6.5 and the same inputs as used in the original economic evaluation except for load, which will be based on the actual load of the initial customer up to the time of connection of the subsequent customer and a revised load forecast for the remainder of the economic evaluation period. The revised load forecast will include an updated load forecast of the initial customer plus the load forecast of the subsequent customer. The transmitter will then use the methodology set out in section 6.3.14, 6.3.15 or 6.3.16 to allocate the revised capital contribution amount to the initial and subsequent customers. The refund to the initial customer shall be determined by subtracting the initial customer's allocated share of the revised capital contribution amount from the original capital contribution amount paid by the initial customer.
- 6.2.26 Subject to section 6.2.27, a transmitter shall advise a load customer of the available capacity on a specific connection facility, upon request.
- 6.2.27 Without limiting the generality of section 4.7.1, in providing information with respect to available capacity to any person, a transmitter shall protect confidential information about any customer. Subject to section 6.2.16, before disclosing the available capacity on a connection facility that serves only one customer, the transmitter shall obtain the consent of that customer. Where such consent cannot be obtained, the transmitter may request guidance from the Board.

6.3 Cost Responsibility for New and Modified Connections

- 6.3.1 Where a load customer elects to be served by transmitter-owned connection facilities, a transmitter shall require a capital contribution from the load customer to cover the cost of a connection facility required to meet the load customer's needs. A capital contribution may only be required to the extent that the cost of the connection facility is not recoverable in connection rate revenues. To that end, the transmitter shall include in the economic evaluation the relevant annual connection rate revenues over the applicable economic evaluation period that are derived from that part of the customer's new load that exceeds the total normal supply capacity of any connection facility already serving the customer and that will be served by the new connection facility. The transmitter shall calculate any capital contribution to be made by the load customer using the economic evaluation methodology set out in section 6.5.
- 6.3.2 Where a transmitter has to modify a transmitter-owned connection facility to meet a load customer's needs, the transmitter shall require the load customer to make a capital contribution to cover the cost of the modification. A capital contribution may only be required to the extent that the cost of the modification to the connection facility is not recoverable in connection rate revenues. To that end, the transmitter shall include in the economic evaluation the relevant annual connection rate revenues over the applicable economic evaluation period that are derived from that part of the customer's new load that exceeds the total normal supply capacity of any connection facility already serving the customer and that will be served by the modified connection facility. The transmitter shall calculate any capital contribution to be made by the load customer using the economic evaluation methodology set out in section 6.5.
- 6.3.3 Except where a transmitter has to modify a transmitter-owned connection facility to meet a generator customer's needs, the transmitter shall require a generator customer to provide its own dedicated connection facilities and any equipment for monitoring and testing that is required by the transmitter to be installed on the customer side of the connection with the transmitter's transmission system.
- 6.3.4 Where a transmitter has to modify a transmitter-owned connection facility to meet a generator customer's needs, the transmitter shall require the generator customer to make a capital contribution to cover the cost of the modification, calculated in accordance with the economic evaluation methodology set out in section 6.5.
- 6.3.5 A transmitter shall not require any customer to make a capital contribution for the construction of or modifications to the transmitter's network facilities that may be required to accommodate a new or modified connection. If exceptional circumstances exist so as to reasonably require a customer to make a capital contribution for network construction or modifications, the transmitter or any other interested person may apply to the Board for direction. A transmitter:
- (a) shall notify the customer as soon as possible of the transmitter's intention to apply to the Board for direction under this section 6.3.5; and
 - (b) shall not, without the prior written consent of the customer, refuse to commence or diligently pursue construction of or modifications to its network facilities pending direction from the Board under this section 6.3.5 provided that the customer has provided a security deposit to the transmitter in accordance with section 6.3.10. Where the customer requests that the transmitter not commence with construction pending direction from the Board, the transmitter shall promptly return to the customer any outstanding security deposit related to the construction.
- 6.3.6 A transmitter shall develop and maintain plans to meet load growth and maintain the reliability and integrity of its transmission system. The transmitter shall not require a customer to make a capital contribution for a connection facility that was otherwise planned by the transmitter, except for advancement costs.
- 6.3.7 A transmitter shall provide connection facilities that have a capacity sufficient to meet the needs of the applicable customer, subject to facilities standards and good utility practice.
- 6.3.8 A transmitter shall not require a customer to make a capital contribution for capacity added to a connection facility in anticipation of future load growth not attributable to that customer.
- 6.3.9 Where a transmitter is, at the time at which it is constructing a connection facility for a customer, aware of another future customer that will need capacity within five years of the construction of the connection facility, the transmitter shall add that capacity to the connection facility at the time of construction, provided that it obtains a security deposit in a form referred to in section 6.3.11 from that future customer to cover the cost of that additional capacity. The amount of the capital contribution to be obtained from the current customer and the amount or value of the security deposit to be collected from the future customer shall be determined using the economic evaluation methodology set out in section 6.5, the load

forecasts of both customers and the methodology for attributing that capital contribution as described in section 6.3.14, 6.3.15 or 6.3.16. At the time of connection of the future customer's facilities, the transmitter shall where required redo the original economic evaluation using the same inputs except for any revised load forecast provided by the future customer. This will determine the amount of capital contribution to be collected from the future customer. Where the security deposit is in the form of cash, the transmitter shall return the security deposit to the future customer at the time of connection of its facilities to the connection facility, together with interest at the rate referred to in section 6.3.11, less the amount of the future customer's capital contribution. Where the security deposit is in a form other than cash, the transmitter shall return the security deposit to the future customer upon receipt of the customer's capital contribution.

- 6.3.10 Where a transmitter needs to construct new or modified network or connection facilities as a result of a connection application from a customer, the transmitter may require a reasonable security deposit in a form referred to in section 6.3.11 from the customer, taking into account the size of the new load or generator output, as the case may be. Where the security deposit is in the form of cash, the transmitter shall return the security deposit to the customer, together with interest at the rate referred to in section 6.3.11, less the amount of any capital contribution owed by the customer, once the customer's facilities are connected to the transmitter's transmission facilities. Where the security deposit is in a form other than cash, the transmitter shall return the security deposit to the customer once the customer's facilities are connected to the transmitter's transmission facilities and any capital contribution has been paid.
- 6.3.11 A transmitter shall establish a security deposit procedure in its connection procedures referred to in section 6.1.4. The security deposit procedure shall include the following:
- (a) provisions that allow a customer to provide the security deposit in the form of cash, letter of credit or surety bond, as may be selected by the customer, or such other form as the customer and the transmitter may agree;
 - (b) provisions stipulating that any interest to be paid by the transmitter upon returning a security deposit that is in the form of cash shall be paid at the following rates:
 - i. for the period between the date on which the security deposit was provided by the customer and the date on which the security deposit is required to be returned by the transmitter, at the average over the period of the prime lending rate set by the Bank of Canada less two percent; and
 - ii. for the period after the date on which the security deposit is required to be returned by the transmitter, at the prime lending rate set by the Bank of Canada plus two percent; and
 - (c) a description of the circumstances under which the transmitter may keep all or part of a security deposit. A transmitter shall be entitled to keep all or a part of a security deposit that has been given in relation to the construction or modification of connection or network facilities where the customer subsequently fails to connect its facilities to the transmitter's new or modified facilities. A transmitter shall not otherwise retain a security deposit given in relation to the construction or modification of network facilities unless the Board has first determined under section 6.3.5 that exceptional circumstances exist so as to reasonably require the customer to make a capital contribution for the construction or modification of network facilities.
- 6.3.12 For a single generator customer, a transmitter shall attribute to that generator customer the cost of any required modification to a transmitter-owned connection facility required to serve the rated peak output of the generation facilities.
- 6.3.13 For a single load customer, a transmitter shall attribute to that load customer the cost of any new transmitter-owned connection facility or any modification to such connection facility required to serve that part of the customer's new load that exceeds the total normal supply capacity of any connection facility already serving that customer, as reasonably projected by the load forecast provided by the load customer or by such modified load forecast as may be agreed by the load customer and the transmitter.
- 6.3.14 Where more than one generator customer triggers the need for a modification to a transmitter-owned connection facility, a transmitter shall attribute the cost of the modification to those generator customers:
- (a) in accordance with such methodology as may be agreed between the transmitter and all such generator customers; or
 - (b) failing such agreement, in proportion to the rated peak output of their respective generation facilities and, in the case of line connection facilities, taking into account the relative length of line used by each generator customer.
- 6.3.15 Where more than one load customer triggers the need for a new or modified transmitter-owned connection facility, a transmitter shall attribute the cost to those load customers:
- (a) in accordance with such methodology as may be agreed between the transmitter and all such load customers; or
 - (b) failing such agreement, in proportion to their respective noncoincident incremental peak load requirements, as reasonably projected by the load forecasts provided by each such load customer or by such modified load forecast as may be agreed by such load customer and the transmitter and, in the case of line connection facilities, taking into account the relative length of line used by each load customer.
- 6.3.16 For a new or modified transmitter-owned connection facility that will serve a mix of load customers and generator customers, a transmitter shall attribute the cost of the new connection facility or modification to the customers that cause the net incremental coincident peak flow on the connection facility that triggered the need for the new or modified connection facility. If and to the extent that the net incremental coincident peak flow is triggered by one or more load customers, the transmitter shall attribute the cost to each of those triggering load customers in the manner set out in section 6.3.15. If and to the extent that the net incremental coincident peak flow was triggered by one or more generator customers, the transmitter shall attribute the cost to each of those triggering generator customers in the manner set out in section 6.3.14.
- 6.3.17 Where a customer has made a capital contribution for the construction of a connection facility, and where that capital contribution includes the cost of capacity on the connection facility in excess of the customer's needs in order to comply with facilities standards or good utility practice, the transmitter shall provide a refund, calculated in accordance with section 6.2.25, to the customer if that available capacity is assigned to

another customer within five years of the date on which the connection facility comes into service. The transmitter shall require a financial contribution from the subsequent customer to cover the amount of that refund.

6.4 Customer Impact Assessments

6.4.1 A transmitter shall establish in its connection procedures referred to in section 6.1.4 a customer impact assessment procedure to be used to assess the impact of proposed new or modified connections on existing customers. The transmitter shall use best efforts to coordinate its customer impact assessment procedure with the Market Rules and the IESO's market procedures as they relate to connection assessments and approvals.

6.4.2 A CIA shall indicate existing available fault current levels and any change in those levels expected to be caused by a proposed new or modified connection, for each affected customer.

6.4.3 A transmitter shall carry out a CIA for any proposed new or modified connection where:

- (a) the connection is one for which the IESO's connection assessment and approval process requires a system impact assessment; or
- (b) the transmitter determines that the connection may have an impact on existing customers.

Where the transmitter decides not to carry out a CIA for any proposed new connection or modification that is not subject to the a system impact assessment, the transmitter shall notify existing customers in the vicinity, advising them of the proposed new connection or modification and of the transmitter's decision not to carry out a CIA on the basis that no customer impact is expected.

6.4.4 A transmitter shall use the results of a CIA to provide each customer affected by a proposed new or modified connection with a new available fault current level in order to allow each customer to take, at its own expense, action to upgrade its facilities as may be required to accommodate the new available fault current level up to the maximum allowable fault levels set out in Appendix 2.

6.4.5 A transmitter shall provide a copy of a CIA to each customer whose facilities are located in the study area used for conducting the CIA and to the Ontario Electrical Safety Authority. A transmitter shall also provide a copy of a CIA to the IESO where the proposed new or modified connection that is the subject of the CIA was the subject of a system impact assessment by the IESO.

6.5 Economic Evaluation of New and Modified Connections

Generator customers

6.5.1 Where a transmitter modifies a transmitter-owned connection facility to meet the needs of a generator customer, the transmitter shall require the generator customer to pay the fully allocated cost of the minimum design required to meet the customer's needs. The transmitter shall include the capital cost of equipment installed on transmitter-owned connection facilities by the transmitter for monitoring the performance of the generation facility and for verification testing of fault protection equipment associated with the generation facility. If the generator customer elects to have verification testing costs included in the economic evaluation rather than paying such costs on an "as incurred" basis over time, the transmitter shall also include the present value of the estimated cost of doing periodic verification testing of its monitoring and testing equipment and, if necessary, of similar equipment owned by the generator customer. The transmitter shall not include costs associated with incremental operation and maintenance.

Load customers

6.5.2 A transmitter shall establish in its connection procedures referred to in section 6.1.4 and implement an economic evaluation procedure that sets out how the transmitter will carry out an economic evaluation of a proposed new or modified connection of a load customer to determine what capital contribution is to be made by the load customer. The economic evaluation procedure shall:

- (a) include the methodology that will be used by the transmitter in determining the financial risk associated with a proposed connection of a load customer, which methodology shall meet the requirements of and be consistent with Appendix 4;
- (b) provide that the economic evaluation period will be 5 years for a high risk connection, 10 years for a medium-high risk connection, 15 years for a medium-low risk connection, and 25 years for a low risk connection;
- (c) be based on the discounted cash flow calculation set out in Appendix 5 using the forecast connection rate revenues from the connection facilities and the fully allocated capital cost, operating and maintenance cost and administrative cost of the minimum design required to meet the customer's needs. The costs shall include the transmitter's cost of transmitter-owned equipment for monitoring and testing installed on connection facilities on either side of the connection point, and the cost of carrying out verification testing on that equipment;
- (d) establish that the cost used in the economic evaluation is limited to the advancement costs where the transmitter had planned a new or modified connection facility and moves the planned date forward to accommodate a customer;
- (e) use a discount rate that is based on the transmitter's current deemed debt-to-equity ratio, debt and preference share costs and Board-approved rate of return on equity;
- (f) require that discounting reflect the true timing of expenditures so that up-front capital expenditures are treated as occurring at the beginning of the first year of operation, and future capital expenditures, annual connection rate revenues and average operation and maintenance costs will be treated as occurring at the mid-point of the year in which they occur;
- (g) take into account all relevant tax amounts, adjusted by any applicable capital cost allowance;
- (h) exclude network facility costs and network rate revenues;

- (i) exclude historic revenues and sunk costs;
- (j) establish that the relevant connection rate revenues shall be the revenue derived from that part of the load customer's new load that exceeds the total normal supply capacity of any connection facility already serving that customer and which will be served by a new or modified connection facility;
- (k) require that the customer provide its load shape in such form and detail as the transmitter may reasonably require; and
- (l) provide for separate economic evaluations for transformation connection facilities and line connection facilities.

The economic evaluation procedure may permit an initial calculation of a customer's capital contribution based on estimated costs, provided that where this occurs the transmitter must subsequently recalculate the customer's capital contribution in accordance with paragraph (c) based on actual costs as soon as these are known, and obtain from or credit the customer for any difference between the two calculations. Such recalculated capital contribution shall thereafter be used as the customer's capital contribution for all purposes under this Code.

Economic evaluation true-up calculations for load customers

- 6.5.3 For new or modified connection facilities, a transmitter shall carry out a true-up calculation, based on actual customer load, at the following true-up points:
- (a) for high risk connections, at the end of each year of operation, for five years;
 - (b) for medium-high risk and medium-low risk connections, at the end of each of the third, fifth and tenth year of operation; and
 - (c) for low risk connections, at the end of each of the fifth and tenth year of operation, and at the end of the fifteenth year of operation if actual load is 20 percent higher or lower than the initial load forecast at the end of the tenth year of operation.
- 6.5.4 Subject to sections 6.5.8, 6.5.9 and 6.5.10, for the true-up calculation, a transmitter shall use the same methodology used to carry out the initial economic evaluation, and the same inputs except for load, which will be based on the actual load up to the true-up point and an updated load forecast for the remainder of the economic evaluation period used.
- 6.5.5 Subject to sections 6.5.8, 6.5.9 and 6.5.10, before carrying out a true-up calculation for a load customer who did not make an initial capital contribution, a transmitter shall adjust the initial load forecast used in the initial economic evaluation to the point where the present value of connection rate revenues equals the present value of costs.
- 6.5.6 Where a true-up calculation shows that a load customer's actual load and updated load forecast is lower than the load in the initial load forecast, and does not generate the initial forecast connection rate revenues, a transmitter shall require the load customer to make a payment to make up the shortfall, adjusted appropriately to reflect the time value of money.
- 6.5.7 Where a true-up calculation shows that a load customer's actual load and updated load forecast is higher than the load in the initial load forecast, and generates more than the initial forecast connection rate revenues, the transmitter shall post the excess revenue as a credit to the customer in a notional account. The transmitter shall apply this credit against any shortfall in subsequent true-up calculations. The transmitter shall rebate to the load customer any credit balance that remains when the last true-up calculation is carried out, adjusted appropriately to reflect the time value of money. The rebate shall not exceed any capital contribution, adjusted to reflect the time value of money, previously paid by the load customer.
- 6.5.8 When carrying out a true-up calculation for a distributor, a transmitter:
- (a) shall add to the actual load the amount of any embedded generation (determined in accordance with section 11.1) that was installed during the true-up period; and
 - (b) shall not reduce the updated load forecast as a result of any embedded generation (determined in accordance with section 11.1) that was installed during the true-up period.
- 6.5.9 When carrying out a true-up calculation for a load customer other than a distributor, a transmitter:
- (a) shall add to the actual load the amount of any embedded generation (determined in accordance with section 11.1) of 1 MW or less per unit, or any embedded renewable generation of 2 MW or less per unit, that was installed during the true-up period; and
 - (b) shall not reduce the updated load forecast as a result of any embedded generation (determined in accordance with section 11.1) of 1MW or less per unit, or any embedded renewable generation of 2 MW or less per unit, that was installed during the true-up period.
- 6.5.10 When carrying out a true-up calculation for any load customer, a transmitter:
- (a) shall add to the actual load the amount of any reduction in the customer's load that the customer has demonstrated to the reasonable satisfaction of the transmitter (such as by means of an energy study or audit) has resulted from energy conservation, energy efficiency, load management or renewable energy activities that occurred during the true-up period; and
 - (b) shall not reduce the updated load forecast as a result of any reduction in the customer's load that the customer has demonstrated to the reasonable satisfaction of the transmitter (such as by means of an energy study or audit) has resulted from energy conservation, energy efficiency, load management or renewable energy activities that occurred during the true-up period.
- 6.5.11 Where a load customer voluntarily and permanently disconnects its facilities from a transmitter's facilities prior to the last true-up point referred to in section 6.5.3, the transmitter shall at the time of disconnection carry out a final true-up calculation in accordance with the rules set out in sections 6.5.4, 6.5.5, 6.5.8 and 6.5.9. Where the true-up calculation shows that the load customer's load to the date of disconnection has not

generated the initial forecast connection rate revenues, the transmitter shall require the load customer to make a payment to make up the shortfall, adjusted appropriately to reflect the time value of money. Where a true-up calculation shows that the load customer's load to the date of disconnection has generated more than the initial forecast connection rate revenues, the transmitter shall rebate to the load customer any excess, adjusted appropriately to reflect the time value of money. The rebate shall not exceed any capital contribution, adjusted to reflect the time value of money, previously paid by the load customer.

6.6 Contestability

6.6.1 Where a load customer requires new connection facilities, a transmitter shall allow the load customer to elect either to provide its own connection facilities or to require the transmitter to provide them. Where the load customer elects to require the transmitter to provide the connection facilities, the transmitter shall also allow the load customer to elect to have any associated contestable construction or design work (as identified in the transmitter's contestability procedure referred to in section 6.6.2) carried out by a party other than the transmitter.

6.6.2 A transmitter shall establish in its connection procedures referred to in section 6.1.4 and implement a contestability procedure. The contestability procedure shall establish:

- (a) what work can be done by the transmitter only, on its own existing facilities, including conceptual design (uncontestable work), and what other connection facility construction and design work may, at a load customer's option, be done by either the transmitter or the load customer (contestable work), provided that if the load customer intends or is required to transfer any connection facilities that it constructs to the transmitter, design work required to establish the transmitter's technical requirements and specifications in relation to a given connection project shall be uncontestable;
- (b) the obligation of the transmitter to provide, at no cost:
 - i. a description of the contestable work and uncontestable work;
 - ii. a description of the labour and materials for each of the contestable work and the uncontestable work;
 - iii. an initial estimate of the capital cost for each of the contestable work and the uncontestable work, broken down into labour (including design, engineering and construction), materials, equipment, direct overhead (including administration) and indirect overhead costs, together with an indication of the degree of accuracy of that estimate;
 - iv. the calculation used to determine any capital contribution to be paid by the load customer if the transmitter constructs the connection facilities, even if no capital contribution is required. This calculation must include all of the assumptions and inputs used to produce the economic evaluation as described in section 6.5, including the manner in which the customer's risk classification has been determined under Appendix 4; and
 - v. the information set out in Appendix 3, and the technical standards and specifications applicable to the contestable work, in sufficient detail to allow the load customer to design and construct connection facilities that will meet the requirements applicable to the transmitter's transmission system;

and to provide, at cost, any revisions to this information required either due to changes in the load customer's plans or to obtain additional design work in order to enhance the transmitter's initial capital cost estimate;
- (c) the right of a load customer to choose to carry out the contestable work or to require the transmitter to do it, provided that where the load customer chooses to carry out the contestable work, it must carry out all of the contestable work;
- (d) where a load customer elects to carry out contestable work, the obligation of the load customer to complete that contestable work in accordance with the transmitter's conceptual design and technical standards and specifications and to pay any Board-approved fees for inspection, testing and commissioning by the transmitter;
- (e) the right of a load customer to transfer any dedicated connection facilities it constructs to the transmitter and the obligation of a load customer to transfer non-dedicated connection facilities that it constructs to the transmitter;
- (f) where a load customer proposes or is obliged to transfer any connection facilities it constructs to the transmitter, the obligation of the transmitter to provide, upon request and at cost, engineering design in sufficient detail to allow the load customer to carry out the contestable work and meet the specific connection facility design and performance requirements of the transmitter;
- (g) the obligation of the transmitter to pay a transfer price that is the lower of the cost to the load customer or the transmitter's reasonable cost to do the same work, for any connection facility a load customer constructs and opts or is required to transfer to the transmitter; and
- (h) where the transmitter pays a transfer price for a connection facility constructed by a load customer, the obligation of the transmitter to make any adjustment required to reflect that transfer price in any capital contribution that is to be paid by the load customer.

The transmitter shall prepare all estimates required by this section 6.6.2 in accordance with good utility practice and industry standards.

6.6.3 A transmitter shall provide a copy of its contestability procedure to any load customer requiring new connection facilities.

6.7 Replacement, Relocation and Bypass of Existing Facilities

6.7.1 A transmitter shall notify each customer that will be affected by the transmitter's plans to retire a connection facility, at least five years in advance of the effective date of the retirement. The transmitter shall give each affected customer the option of:

- (a) providing its own replacement connection facility;
 - (b) connecting its facilities to the connection facility of another person; or
 - (c) requiring the transmitter to provide a replacement connection facility.
- 6.7.2 Where a transmitter's connection facility is retired, the transmitter shall not recover a capital contribution from a customer to replace that connection facility.
- 6.7.3 Where a customer requests the relocation of a transmitter's connection or network facility, the transmitter shall recover from that customer the cost of relocating that connection or network facility.
- 6.7.4 Where a transmitter's connection or network facility is relocated in the absence of a customer request, the transmitter shall bear the cost of relocating that connection or network facility.
- 6.7.5 When a load customer provides its own connection facility to serve new load or transfers new load to the connection facility of another person, the transmitter shall not require bypass compensation from that customer.
- 6.7.6 Subject to sections 6.7.2, 6.7.7 and 6.7.8, for all or a portion of existing load a load customer may bypass a transmitter-owned connection facility with its own connection facility or the connection facility of another person, provided that the load customer compensates the transmitter.
- 6.7.7 For the purposes of sections 6.7.6 and 11.2.1, but subject to section 6.7.8, the transmitter shall calculate bypass compensation by first multiplying the net book value of the bypassed connection facility, including a salvage credit and reasonable removal and environmental remediation costs, if applicable, by the bypassed capacity on the relevant connection facility. The transmitter shall then divide the resulting figure by the total normal supply capacity of the bypassed connection facility. For purposes of this calculation:
- (a) the bypassed capacity on the relevant connection facility shall be equal to the difference between the customer's existing load on that connection facility at the time of bypass and the customer's average monthly peak load in the three-month period following the date on which bypass occurred; and
 - (b) the normal supply capacity of the bypassed connection facility shall be determined by the transmitter in accordance with the Board-approved procedure referred to in section 6.2.7.
- 6.7.8 Where an economic evaluation, including an economic evaluation referred to in section 6.2.24, 6.3.9 or 6.3.17, was conducted by a transmitter for a load customer in relation to a connection facility on the basis of a load forecast, a transmitter shall not, during the economic evaluation period to which the economic evaluation relates, require bypass compensation from a customer under section 6.7.6 in relation to any load that represents that customer's contracted capacity.
- 6.7.9 A transmitter should avoid overloading a connection facility above its total normal supply capacity. Where a connection facility has been overloaded, and a customer transfers the overload to its own connection facility or to the connection facility of another person, the transmitter shall not require bypass compensation from that customer.
- 6.7.10 A transmitter shall promptly notify the Board upon becoming aware that a load customer that is a distributor intends to bypass a transmitter-owned connection facility with its own connection facility or the connection facility of another person.
- 6.7.11 Where a transmitter becomes aware that a load customer intends to bypass a transmitter-owned connection facility with its own connection facility or the connection facility of another person, the transmitter shall promptly notify all other load customers served by the connection facility that is intended to be bypassed.
- 6.8 Obligations Between Neighbouring Ontario Transmitters**
- 6.8.1 A transmitter shall enter into an agreement with each neighbouring Ontario transmitter. The agreement shall describe the facilities connecting the two transmission systems and shall set out the respective obligations of the parties in relation to:
- (a) transmission system expansion and associated cost responsibilities;
 - (b) operational requirements and authorities;
 - (c) protections;
 - (d) emergency preparedness and emergency operations;
 - (e) outage co-ordination;
 - (f) forced outages;
 - (j) new or modified transmission facilities;
 - (h) the information to be exchanged between the parties;
 - (i) the protection of confidential information; and
 - (j) a dispute resolution process that provides for the fair, timely and effective resolution of disputes and that sets out specific timelines for completion of the dispute resolution process.

6.8.2 An agreement referred to in section 6.8.1 shall contain such other provisions as may be required to enable a transmitter to comply with its obligations under this Code relative to neighbouring Ontario transmitters and to the reliability and integrity of its transmission system.

6.8.3 Where a transmitter had an executed agreement with a neighbouring Ontario transmitter on the Code revision date, the parties shall amend that agreement as may be required to ensure that it complies with the requirements of sections 6.8.1 and 6.8.2. Such amendment shall be made as soon as any other amendment to the agreement is being made by the parties and in any event no later than the date that is five years from the Code revision date.

6.9 Record Keeping and Reporting Requirements

6.9.1 A transmitter shall maintain complete and accurate records of all economic evaluations required to be carried out under this Code, including the economic evaluations referred to in sections 6.2.24, 6.3.9 and 6.3.17. Each record must show the details of the economic evaluation, including the determination of the risk classification and the resulting economic evaluation period, the load forecast, the project capital costs, the ongoing operation and maintenance costs, and the project after tax incremental cost of capital, and must include the justification for all of the study parameters.

6.9.2 A transmitter shall file the records referred to in section 6.9.1 with the Board on request.

6.10 RECONNECTION

6.10.1 A transmitter shall investigate and determine the cause of any reported shutdown of a customer's facilities, regardless of the reason for that shutdown, using available evidence including input from the customer's staff. The transmitter shall upon request provide the customer with the results of its investigation.

6.10.2 Once a transmitter is satisfied that reconnection of a customer's facilities will not cause any adverse effects on the transmitter's transmission system, it shall as soon as practicable advise the customer when reconnection can take place. Reconnection to the transmitter's transmission facilities shall not take place until authorized by the transmitter.

6.10.3 A transmitter shall establish a reconnection procedure in its connection procedures referred to in section 6.1.4 setting out the steps to be taken by the transmitter when a customer whose facilities have been disconnected asks to be reconnected. The procedure shall also provide for notice to be given to the customer, setting out all steps to be taken by the customer and the transmitter, any system studies that will be carried out by the transmitter, any cost to be borne by the customer, and the duration of the reconnection process.

6.10.4 A transmitter shall not carry out a system study in relation to a proposed reconnection unless it can demonstrate that the system study is necessary to ensure system integrity or is required by the IESO.

7. COMPLIANCE, INSPECTION, TESTING AND MONITORING

7.1 Requirements

7.1.1 A transmitter shall inspect, test and monitor its transmission facilities to ensure continued compliance with all applicable standards and instruments referred to in section 5.1.2.

7.1.2 A transmitter shall maintain complete and accurate records of the results of all performance inspecting, testing and monitoring that it conducts in fulfillment of its obligations under this Code. The transmitter shall keep these records for a minimum of seven years or for such shorter time as the Board may permit, and shall make them available to the Board on request.

8. GENERAL TECHNICAL REQUIREMENTS

8.1 Guidelines of Reliability Organizations

8.1.1 A transmitter shall ensure compliance with the standards of all applicable reliability organizations.

8.1.2 A transmitter shall provide to a customer, upon request, the name and address of a contact person for each applicable reliability organization.

8.2 Protection and Control

8.2.1 A transmitter shall install and maintain protection systems that are capable of minimizing the severity and extent of disturbances to the transmission system while themselves experiencing a first-order single contingency such as the failure of a relay protection system to operate or the failure of a breaker to trip. In particular:

- (a) the facilities designated by the transmitter or the IESO as essential to system reliability and security shall be protected by two protection systems. Each system shall be independently capable of detecting and isolating all faults on those facilities. Those facilities shall also have breaker failure protection, but breaker failure protection need not be duplicated. Both protection systems shall initiate breaker failure protection;
- (b) to reduce the risk of both protection systems being disabled simultaneously by a single contingency, the two protection systems shall not use common components;
- (c) the use of two identical protection systems should be avoided to reduce the risk of simultaneous failure of both systems due to design deficiencies or facilities problems;
- (d) the protection systems shall be designed to isolate only the faulted facilities. For faults outside the protected zone, each protection system shall be designed either not to operate or to operate selectively in coordination with other protection systems;

- (e) protection settings at tapped transformer stations owned by the transmitter, for protection of system elements affected by conditions on the transmission system, shall be coordinated with other system elements of the transmission system;
- (f) protection systems shall not operate to trip for stable power swings following contingencies that are judged by protection system designers as not harmful to the transmission system or its customers;
- (g) the components and software used in all protection systems shall be of proven quality for effective utility application and follow good utility practice;
- (h) critical features associated with the operability of protection systems and the high voltage interrupting device (HVI) shall be annunciated or monitored;
- (i) the design of protection systems shall facilitate periodic testing and maintenance. Test facilities and procedures shall not compromise the independence of the redundant protection systems. Test switches shall be used to eliminate the need to disconnect wires during testing;
- (j) the two protection systems shall be supplied from separate secondary windings on one voltage transformer or potential device and from separate current transformer secondary windings (using two current transformers - one current transformer for each protection system); and
- (k) protection system circuitry and physical arrangements shall be designed to minimize the possibility of incorrect operations from personnel error.

8.2.2 A transmitter shall follow the specific protection and control practices and facilities requirements which are set out in Schedule G of the applicable version of the connection agreement set out in Appendix 1.

8.2.3 A transmitter should apply protection systems using the typical tripping matrix for transmission system protection shown in Exhibit E.2, Schedule E of the applicable version of the connection agreement set out in Appendix 1.

8.3 Insulation Coordination

8.3.1 A transmitter shall ensure that its facilities are protected against lightning and switching surges. This shall include station shielding against direct lightning strokes, surge protection on all wound devices, and cable/overhead interfaces.

8.3.2 A tap connected to a shielded transmission circuit shall also be shielded.

8.4 Grounding

8.4.1 A transmitter shall ensure that grounding installations are capable of carrying the maximum foreseeable fault current, for the duration of such fault currents, without risking safety to personnel that may be present on site when a fault, damage to facilities, or interference with the operation of the transmission system occurs.

8.4.2 A transmitter shall ensure that each of its tapped transformer stations and network transformation and switching stations has a ground grid to which all metallic structures, metallic equipment and non-energized metallic equipment are solidly connected. The size, type and requirements for the ground grid are site-specific, depending on such factors as soil conditions, station size, and short-circuit level.

9. TECHNICAL REQUIREMENTS FOR TAPPED TRANSFORMER STATIONS SUPPLYING LOAD

9.1 Supply Considerations

9.1.1 A transmitter shall ensure that tapped transformer stations, excluding those that are deemed compliant under section 4.6 of this Code, have adequate on-load tap-changer or other voltage regulating facilities to operate continuously within normal variations on the transmission system as set out in the Market Rules and to operate in emergencies with a further transmission system voltage variation of \pm six percent.

9.1.2 The neutrals of the power transformer primary windings at transmission system tapped stations are normally not grounded.

9.2 Protection Requirements

9.2.1 The typical technical requirements for a transmitter's tapped transformer stations protection are set out in Exhibit E.1, Schedule E of the applicable version of the connection agreement set out in Appendix 1, and Exhibits F.1 and F.2, Schedule F of version A of the connection agreement set out in Appendix 1.

9.2.2 Line protections are required when transformers connected to separate supply circuits are operated in parallel on the low-voltage side, or if a large synchronous infeed exists at the low-voltage bus.

9.2.3 Directional current sensing relays may be required to detect infeed into faults within the transmission system and to isolate a tapped transformer station's contribution to the fault. Distance or impedance (21) relays as specified in Exhibit F.2, Schedule F of version A of the connection agreement set out in Appendix 1, may serve this need.

9.2.4 If the tapped transformer is connected ungrounded wye or delta on the primary, then ground under-voltage (64-27) and ground over-voltage (64-59) protections as shown in Exhibit F.2, Schedule F of version A of the connection agreement set out in Appendix 1 are required to detect ground faults.

9.2.5 Where the tapped transformer is connected wye-grounded on the primary (Yg/D or Yg/Yg), a ground over-current relay (64) as indicated in Exhibit F.2, Schedule F of version A of the connection agreement set out in Appendix 1, connected in the transformer neutral, may be used for detection.

9.2.6 Where remote/transfer trip circuits are used for tapped transformer faults to trip the transmitter's line breakers at the terminal stations, the tapped transformer shall be equipped with a motor-operated transformer disconnect switch at that station to provide a point of separation from the transmission system. Energization of remote/transfer trip and opening of the disconnect switch (89) shall be initiated simultaneously from the protection circuits. Full opening of the disconnect switch shall block sending of remote trip.

10. PROTECTION SYSTEM REQUIREMENTS

10.1 Telecommunications

10.1.1 A transmitter shall ensure that telecommunication facilities used for protection purposes have a level of reliability consistent with the required performance of the protection system.

10.1.2 A transmitter shall specify to all customers telecommunication channel media and protective systems.

10.1.3 A transmitter shall ensure that telecommunication circuits used for the protection and control of the transmission system are dedicated to that purpose.

10.1.4 Where each of the dual protections protecting the same system element requires communication channels, a transmitter shall ensure that the equipment and channel for each protection is separated physically and designed to minimize the risk that both protections might be disabled simultaneously by a single contingency.

10.1.5 A transmitter shall ensure that telecommunication systems are:

- (a) designed to prevent unwanted operations such as those caused by equipment or personnel,
- (b) powered by the station's batteries or other sources independent from the power system, and
- (c) monitored in order to assess equipment and channel readiness.

10.1.6 Major disturbances caused by telecommunication failures shall have annual frequency of less than 0.002 per year from the dependability aspect and less than 0.002 per year from the security aspect.

10.1.7 A transmitter shall ensure that telecommunication protection for a single transmission system circuit shall be unavailable for no more than 42 minutes per year, and for two circuits, no more than four minutes per year.

10.1.8 A transmitter shall ensure that the telecommunication false-trip rate used as part of a protection system for a single transmission system circuit is no more than 0.1 false trips per year, and for two circuits, no more than 0.001 false trips per year.

10.1.9 A transmitter shall ensure that total transmission system circuit trips coincident with telecommunications failure are no more than 0.001 per year.

10.2 Test Schedule for Relaying Communication Channels

10.2.1 A transmitter shall test communication channels associated with protective relaying at periodic intervals to verify that the channels are operational and that their characteristics are within specific tolerances. Testing should include signal adequacy tests and channel performance tests.

10.2.2 Signal adequacy testing for unmonitored channels shall be done at one month intervals. Signal adequacy testing for monitored channels shall be done at twelve month intervals.

10.2.3 Channel performance testing on leased communication circuits shall be conducted at 24 month intervals, while intervals for testing power line carrier equipment shall be equipment-specific.

10.3 Verification and Maintenance Practices

10.3.1 A transmitter shall use the maximum verification intervals established by reliability organizations and in accordance with applicable reliability standards: (a) four years for most 115kV elements, most transformer stations, and certain 230kV elements; (b) two years for all other high-voltage elements. All newly commissioned protection systems shall be verified within six months of the initial in-service date of the system.

10.3.2 Routine verification shall ensure with reasonable certainty that the protection systems respond correctly to fault conditions.

10.3.3 A transmitter shall use an electrically initiated simulated-fault clearing check to verify new protection systems, after any wiring or component changes are made to an existing protection system, and for the routine verification of a protection system.

10.4 Functional Tests and Periodic Verification

10.4.1 For direct current circuitry checks, a transmitter shall thoroughly check the logic of the auxiliary circuitry with the direct current applied and the initiating devices suitably energized to initiate the process. When primary relays are the initiating device, the initiation shall be achieved by secondary injection of appropriate electrical quantities to the measuring elements. In cases where the sequence of operation is critical, monitoring by a portable sequence-of-events recorder may be required for proper analysis. Operation or tripping of any interrupting or isolating device shall always be verified, as well as annunciation and target operation.

10.4.2 A transmitter shall ensure that “on potential” checks shall follow all necessary preliminary procedures. The main equipment shall be energized but not placed on load. At its tapped transformer stations, the transmitter shall check all readings of potentials, including determination of correct phasing/phase rotation. The test must also demonstrate that all equipment performs as expected when energized and is in a condition to have primary load applied.

10.4.3 At its tapped transformer stations, a transmitter shall make “On-Load” checks following the application of appropriate load, voltage, current, phase angle or crossed wattmeter readings at the appropriate instrument transformer outputs or protection input points, to ensure that all quantities are appearing as required with respect to magnitude, phase relation, etc. These checks are to determine that relays are properly connected and that the watt and var checks of all indicating and referenced equipment are correct. At times it may be necessary to repeat some or all tests, e.g. relay performance, using load currents.

10.5 Failure Protection for High-Voltage Interrupting Devices

10.5.1 A transmitter shall ensure that protection is provided to trip local and remote breakers if a high voltage interrupting device (HVID) fails to clear a fault properly. The requirements for HVID failure protection vary depending on the maximum permissible fault duration and the location of the connection on the transmission system. Some portions of the transmission system are designed and operated to more stringent requirements to avoid adversely affecting neighbouring transmission systems.

10.5.2 If the IESO or the transmitter so determines, the HVID failure protection shall be achieved by using remote or transfer trip circuits and opening of the motor operated disconnect switch.

10.5.3 In portions of the transmission system having less stringent requirements, the HVID failure protection may be achieved by the opening of the motor-operated disconnect switch. If the disconnect switch experiences a flashover, the line protection at the transmitter’s transmission stations shall operate to isolate the fault.

10.5.4 A transmitter shall not use automatic ground switches for any transmitter-owned new installations for triggering line protection operation following the failure of a HVID.

10.5.5 When circuit switchers are used, the interrupter and disconnect switch shall operate independently. Protection systems that trip the interrupter shall simultaneously initiate opening of the disconnect switch.

10.5.6 The direct current voltage supplied to the interrupter and disconnect switch shall be fed from separately fused and monitored direct current supplies: that is, by two direct current cables to the control cabinet.

10.6 Instrument Transformers

10.6.1 A transmitter shall ensure that current transformer output remains within acceptable limits for all anticipated fault currents and for all anticipated burdens connected to the current transformer.

10.6.2 A transmitter shall ensure that current transformers are connected so that adjacent relay protection zones overlap.

10.6.3 A transmitter shall ensure that voltage transformers and potential devices have adequate volt-ampere capacity to supply the connected burden while maintaining their accuracy over the specified primary voltage range.

10.6.4 For each independent protection system, a transmitter shall ensure that separate current and voltage transformer or potential device secondary windings are used, except on low-voltage devices.

10.6.5 A transmitter shall ensure that interconnected current transformer secondary wiring and voltage transformer secondaries are each grounded only at a single point.

10.7 Battery Banks and Direct Current Supply

10.7.1 The customer shall ensure that if either the battery charger fails or the AC supply source fails, the station battery bank shall have enough capacity to allow the station to operate for at least eight hours for a single battery system or at least six hours for each of the batteries in a two battery system.

10.7.2 Critical DC supplies shall be monitored and annunciated such as relay protection circuits and high voltage interrupters (HVIs).

10.7.3 For all generating facilities connected to the transmission system, two separately protected (fuse/breaker) and monitored DC station battery systems are required.

10.7.4 For tap transformer stations, one protected (fuse/breaker) monitored DC station battery system is required unless two systems are specified by the Transmitter.

10.7.5 Where two battery systems are required, there shall be a battery transfer scheme.

10.7.6 Where the use of a single battery system is allowed, the following conditions shall be met:

- (a) it can be tested and maintained without removing it from service;
- (b) each protection system shall be supplied from physically separated and separately fused direct current circuits; and
- (c) no single contingency other than failure of the battery bank itself shall prevent successful tripping for a fault.

11. EMBEDDED GENERATION AND BYPASS COMPENSATION

11.1 Embedded Generation

- 11.1.1 A transmitter shall, for all purposes, treat any generation facility that came into service on or before June 8, 2004 as embedded generation in relation to a load, provided that the generation facility was always connected on the customer side of the connection point. This requirement applies regardless of ownership of the generation facility, the voltage at which the generation facility is connected, the location of the generation facility, the size or number of units of generation capacity, or any relationship between the owner of the generation facility and the customer or the load.
- 11.1.2 A transmitter shall, for all purposes, treat any new generation facility that comes into service after June 8, 2004 as embedded generation in relation to a load, provided that the generation facility is connected on the customer side of the connection point at the time the generation facility comes into service. This requirement applies regardless of ownership of the generation facility, the voltage at which the generation facility is connected, the location of the generation facility, the size or number of units of generation capacity, or any relationship between the owner of the generation facility and the customer or the load.
- 11.1.3 If at any time after a generation facility comes into service it is reconfigured so as to become connected on the customer side of the point where a load facility is connected to a transmitter's transmission facilities, the transmitter shall not for any purpose treat that generation facility as embedded generation in relation to that load.
- 11.1.4 If at any time after a generation facility that is connected to a transmitter's transmission system comes into service a load customer disconnects its facilities from the transmitter's transmission facilities and subsequently connects its facilities, or a load facility becomes connected:
- (a) directly to the generation facility; or
 - (b) to the facilities of any person such that both the load facility and the generation facility are connected to the transmitter's transmission facilities on that person's side of the connection point,
- the transmitter shall not for any purpose treat that generation facility as embedded generation in relation to that load facility.
- 11.1.5 The reference to "for all purposes" and "for any purpose" in sections 11.1.1 to 11.1.4 includes the purpose of determining whether bypass compensation is required to be paid by the load customer and the purpose of determining the manner in which network charges will be applied.

11.2 Bypass Compensation

- 11.2.1 A transmitter shall require bypass compensation from a customer if:
- (a) the customer disconnects its facility from the transmitter's connection facilities and subsequently connects that facility to a generation facility or to the facilities of any person such that both the load facility and a generation facility are connected to the transmitter's transmission facilities on that person's side of the connection point; and
 - (b) the transmitter will no longer receive line connection or transformation connection rate revenues in relation to that facility.
- The transmitter shall calculate bypass compensation using the methodology set out in section 6.7.7.
- 11.2.2 Where a transmitter becomes aware that a customer intends to bypass a transmitter-owned connection facility in the manner described in section 11.2.1, the transmitter shall promptly notify all other load customers served by the connection facility that is intended to be bypassed.
- 11.2.3 A transmitter shall not require bypass compensation from a customer for any reduction in a customer's load served by the transmitter's connection facilities that the customer has demonstrated to the reasonable satisfaction of the transmitter (such as by means of an energy study or audit) has resulted from embedded renewable generation (determined in accordance with section 11.1), energy conservation, energy efficiency or load management activities, except in accordance with the transmitter's Rate Order.

12. DISPUTE RESOLUTION**12.1 Obligation to Include in Procedures**

- 12.1.1 Subject to section 12.1.4, a transmitter shall establish a dispute resolution procedure in its connection procedures referred to in section 6.1.4 and shall implement it in the event of a dispute with a customer regarding the transmitter's obligations under the Act, the Electricity Act, its license, this Code or any of the transmitter's connection procedures.
- 12.1.2 The dispute resolution procedure referred to in section 12.1.1 shall include provisions that:
- (a) provide for the fair, timely and effective resolution of disputes;
 - (b) set out specific timelines for completion of the dispute resolution process; and
 - (c) establish the right of the transmitter or the customer to bring a dispute to the Board for resolution, if it has not been resolved by the parties within 30 days.
- 12.1.3 If a dispute arises while a transmitter is constructing new or modified connection facilities for a customer, the transmitter shall not cease work or slow the pace of work without leave of the Board.
- 12.1.4 The dispute resolution procedure referred to in section 12.1.1 shall not apply to disputes that arise between a transmitter and a customer:
- (a) that are governed by the dispute resolution process contained in their connection agreement; or

- (b) that relate to the terms and conditions of a contractual arrangement that is under negotiation between the transmitter and the customer, except where one party alleges that the other party is:
- i. seeking to impose a term or condition that is inconsistent with or contrary to the Act, the Electricity Act, a party's licence, this Code or any of the transmitter's connection procedures; or
 - ii. refusing to include a term or condition that is required to give effect to this Code or any of the transmitter's connection procedures.

13. COMING INTO FORCE

- 13.0.1 This Code shall be in effect as of the date on which it is published in the *Ontario Gazette*, and as of that date replaces the Transmission System Code issued by the Board on July 14, 2000.

Ontario Energy Board

APPENDIX 1 VERSION B - FORM OF CONNECTION AGREEMENT FOR GENERATOR CUSTOMERS

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**APPENDIX 1
VERSION B - FORM OF CONNECTION AGREEMENT
FOR GENERATOR CUSTOMERS**

This Connection Agreement is made this ___ day of ___, _____,

BETWEEN

_____, a [insert form of business organization] duly [incorporated/formed/registered] under the laws of [insert jurisdiction] (the "Transmitter")

AND

_____, a [insert form of business organization] duly [incorporated/formed/registered] under the laws of [insert jurisdiction] (the "Customer")

(each a "Party" and collectively the "Parties")

RECITALS

WHEREAS the Customer has connected or wishes to connect its facilities to the Transmitter's transmission system.

AND WHEREAS the Transmitter has connected or has agreed to connect the Customer's facilities to its transmission system.

AND WHEREAS in accordance with its licence and the Market Rules the Transmitter has agreed to offer, and the Customer has agreed to accept, transmission service in relation to the Customer's facilities.

NOW THEREFORE in consideration of the foregoing, and of the mutual covenants, agreements, terms and conditions herein contained, the Parties, intending to be legally bound, hereby agree as follows:

PART ONE **GENERAL**

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

1.1.1 "Agreement" means this connection agreement and all of the Schedules;

1.1.2 "Code" means the Transmission System Code issued by the Board and in effect at the relevant time;

1.1.3 "Confidential Information" in respect of a Party means (a) information disclosed by that Party to the other Party under this Agreement that is in its nature confidential, proprietary or commercially sensitive and (b) information derived from the information referred to in (a), but excludes information described in section 21.1;

1.1.4 "Controlling Authority" in respect of a Party means the person appointed by that Party as responsible for performing, directing or authorizing changes in the condition or physical position of electrical apparatus or devices;

1.1.5 "Cure Period" means the period of time given to a Defaulting Party for the purposes of remedying an Event of Default, determined in accordance with section 19.2.1;

1.1.6 "Default Notice" has the meaning given to it in section 19.1.1;

1.1.7 "Defaulting Party" means a Party in relation to whom an Event of Default has occurred or is occurring;

1.1.8 "End of Cure Period Notice" has the meaning given to it in section 19.2.3;

1.1.9 "Event of Default" means a Financial Default or a Non-financial Default;

1.1.10 "Export Transmission Service" has the meaning given to it in the Transmitter's Rate Order;

1.1.11 "Financial Default" in respect of a Party means a failure by that Party to pay an amount to the other Party when due under this Agreement, including failure to pay compensation or indemnification for loss or damage agreed to by the Parties or for amounts determined to be owed to a Party as a result of the settlement or resolution of a dispute arising under this Agreement;

1.1.12 "Force Majeure Event" in respect of a Party means any event or circumstance, or combination of events or circumstances: (a) that is beyond the reasonable control of that Party; (b) that adversely affects the performance by the Party of its obligations under this Agreement; and (c) the adverse effects of which could not have been foreseen and prevented, overcome, remedied or mitigated in whole or in part by the Party through the exercise of due diligence and reasonable care, provided however that the lack, insufficiency or non-availability of funds shall not constitute a Force Majeure Event;

1.1.13 "Insolvency/Dissolution Event" in respect of a Party, means any of the following:

- (a) in the case of a voluntary insolvency/dissolution, if the Party shall (i) apply for or consent to the appointment of a receiver, receiver/manager, interim receiver, trustee, administrator, or liquidator (or person having a similar or analogous function under the laws of any jurisdiction) of itself or of all or a substantial part of its assets; (ii) be unable, or state or admit in writing its inability or failure, to pay its debts generally as they become due; (iii) make a general assignment for the benefit of its creditors, or make or threaten to make a sale in bulk of all or a substantial part of its assets; (iv) commit an act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or under any existing or future law relating to bankruptcy and insolvency; (v) commence any proceeding or other action under any existing or future law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, moratorium, winding up, liquidation, dissolution, composition, compromise or other relief with respect to it or its debts or an arrangement with creditors, or file an answer admitting the material allegations filed against it in any bankruptcy, insolvency, or reorganization proceeding; or (vi) take any corporate action for the purpose of effecting any of (i) to (v);

- (b) in the case of an involuntary insolvency/dissolution, if any proceeding or other action shall be instituted in any court of competent jurisdiction seeking in respect of the Party or of all or a substantial part of its assets (i) an adjudication in bankruptcy or for reorganization, dissolution, winding up or liquidation; (ii) a composition, compromise, arrangement or moratorium with its creditors, or other relief with respect to it or its debts; (iii) the appointment of a trustee, receiver, receiver/manager, interim receiver, administrator or liquidator (or person having a similar or analogous function under the laws of any jurisdiction); or (iv) any other similar relief under any existing or future law relating to bankruptcy, insolvency, reorganization or relief of debtors;
 - (c) an application is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Party, except as part of a bona fide corporate reorganization; or
 - (d) the Party is wound up or dissolved, except as part of a bona fide corporate reorganization, unless the notice of winding up or dissolution is discharged;
- 1.1.14. "Lender" in respect of a Customer means a bank or other entity whose principal business is that of a financial institution and that is financing or refinancing the Customer's facilities;
- 1.1.15. "Non-defaulting Party" means a Party that is not experiencing an Event of Default;
- 1.1.16. "Non-financial Default" in respect of a Party means any of the following:
- (a) any breach of this Agreement by that Party, other than a breach that constitutes a Financial Default;
 - (b) the licence (if any) of the Party is suspended, withdrawn or revoked or expires without being replaced; or
 - (c) an Insolvency/Dissolution Event occurs in relation to the Party;
- 1.1.17. "Party Losses" means any claims, losses, costs, liabilities, obligations, actions, judgments, suits, expenses, disbursements or damages of a Party, including where occasioned by a judgment resulting from an action instituted by a third party;
- 1.1.18. "Rate Schedule" means the rates in effect from time to time and the terms and conditions relating to those rates that are approved by the Board in the Transmitter's Rate Order, including rates for connection service;
- 1.1.19. "Schedule" means a schedule listed in section 4.2.1 and any additional schedules created by the Parties under section 4.3.1;
- 1.1.20. "Supporting Guarantee" means operating instructions, such as instructions to open or close a switch or to lock devices in the open position, given to protect the safety of staff and the public while work is being performed by a Party; and
- 1.1.21. "Work Protection" means a state or condition whereby an isolated or isolated and de-energized condition has been established for work on facilities and will continue to exist, except for authorized tests, until the work relating thereto has been completed.
- 1.2. In this Agreement, unless the context otherwise requires, each of the following words and phrases shall have the meaning given to it in the Code (whether or not capitalized in the Code or in this Agreement): "Board"; "business day"; "Code revision date"; "connect"; "connection facilities"; "connection point"; "connection service"; "contracted capacity"; "circuit breaker"; "emergency"; "facilities"; "fault"; "forced outage"; "good utility practice"; "isolate"; "isolating device"; "licence"; "maintenance"; "outage"; "planned outage"; "promptly"; "protection system"; "protective relay"; "Rate Order"; "reliability"; "reliability organization"; "reliability standards"; "single contingency"; "site"; "transmission facilities"; "transmission service"; "transmission system" and "work".

2. INTERPRETATION

- 2.1. Words and phrases contained in this Agreement (whether or not capitalized) that are not defined herein shall have the meanings given to them in the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A, the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B, or in any regulations made under either of those Acts, as the case may be.
- 2.2. Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 2.3. In this Agreement, unless the context otherwise requires:
- (a) words importing the singular include the plural and vice versa;
 - (b) words importing a gender include any gender;
 - (c) words importing a person include: (a) an individual, (b) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (c) any government, government agency or body, regulatory agency or body or other body politic or collegiate;
 - (d) a reference to a person includes that person's successors and permitted assigns;
 - (e) a reference to a Party includes any person acting on behalf of that Party;
 - (f) a reference to the Customer's facilities is limited to such facilities as are relevant to the Customer's connection to the Transmitter's transmission system under this Agreement;

- (g) a reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions;
- (h) a reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision;
- (i) the expression "including" means including without limitation, and the expressions "include", "includes" and "included" shall be interpreted accordingly; and
- (j) where a word or phrase is defined in this Agreement, including by virtue of the application of section 1.2, or in any document referred to in section 2.1, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning.

2.4. Except when an emergency is anticipated or is occurring, if the time for doing any act or omitting to do any act under this Agreement expires on a day that is not a business day, the act may be done or may be omitted to be done on the next day that is a business day.

3. INCORPORATION OF TRANSMISSION SYSTEM CODE

3.1 The Code is hereby incorporated in its entirety by reference into, and forms an integral part of, this Agreement. Unless the context otherwise requires, all references in this Agreement to "this Agreement" shall be deemed to include a reference to the Code.

3.2. Without limiting the generality of section 3.1:

- (a) the Transmitter hereby agrees to be bound by, and at all times to comply with, the Code; and
- (b) the Customer acknowledges and agrees that the Transmitter is bound at all times to comply with the Code in addition to complying with the provisions of this Agreement.

4. SCHEDULES

4.1. Incorporation of Schedules

4.1.1. The Schedules form a part of, and are hereby incorporated by reference into, this Agreement.

4.2. Schedules

4.2.1 The following are the Schedules to this Agreement:

- Schedule A - Single Line Diagram, Description of the Customer's Connection Point(s) and Details of Specific Operations
- Schedule B - Transmission Services and Associated Charges
 - Attachment B1
- Schedule C - Cure Periods for Defaults
- Schedule D - Fault Levels and Modifications Requiring Transmitter Approval
 - Attachment D1
- Schedule E - General Technical Requirements
- Schedule F - Additional Technical Requirements
- Schedule G - Protection System Requirements
- Schedule H - Facilities Deemed Compliant and Obligation to Comply
- Schedule I - Exchange of Information
- Schedule J - Contacts for Purposes of Notice
- Schedule K - Special Provisions

4.3. Additional Schedules

4.3.1. The Parties may by mutual agreement append such additional Schedules to this Agreement as may from time to time be required. Where additional Schedules are required by virtue of the fact that technical requirements for load facilities owned by the Customer are relevant to the Customer's connection to the Transmitter's transmission system under this Agreement, the Parties shall use schedules in the form set out in schedules E and F of version A of the connection agreement set out in Appendix 1 of the Code.

4.3.2. In the event of an inconsistency or conflict between a provision of an additional Schedule referred to in section 4.3.1 and a provision of this Agreement or of a Schedule referred to in section 4.2.1, the provision of this Agreement or of the Schedule referred to in section 4.2.1 shall prevail to the extent of the inconsistency or conflict.

5. NOTICE

5.1. Method of Giving Notice and Effective Date

5.1.1. Subject to section 5.1.3, any notice, demand, consent, request or other communication required or permitted to be given or made under or in relation to this Agreement shall be given or made by courier or other personal form of delivery; by registered mail; by facsimile; or by electronic mail.

5.1.2. A notice, demand, consent, request or other communication referred to in section 5.1.1 shall be deemed to have been duly given or made as follows:

- (a) where given or made by courier or other form of personal delivery, on the date of receipt;
- (b) where given or made by registered mail, on the sixth day following the date of mailing;
- (c) where given or made by facsimile and a complete transmission report is issued from the sender's facsimile transmission equipment, on the day and at the time of transmission as indicated on the sender's facsimile transmission report, if a business day or, if the transmission is on a day which is not a business day or is after 5:00 pm (addressee's time), at 9:00 am on the following business day; and
- (d) where given or made by electronic mail, on the day and at the time when the notice, demand, consent, request or other communication is recorded by the sender's electronic communications system as having been received at the electronic mail destination, if a business day, or if that time is after 5:00 pm (addressee's time) or that day is not a business day, at 9:00 am on the following business day.

5.1.3. Any notice, demand, consent, request or other communication required or permitted to be given or made under Schedule A shall be given or made in accordance with the notice provisions contained in that Schedule.

5.2. Address for Notice

5.2.1. Any notice, demand, consent, request or other communication given or made under section 5.1.1 shall be addressed to the applicable representative of the Party identified in Schedule J. A Party may, upon written notice given to the other Party in accordance with section 5.1.1, from time to time change its address or representative for notice, and Schedule J shall be deemed to have been amended accordingly.

5.2.2. Any notice, demand, consent, request or other communication given or made under section 5.1.3 shall be addressed in accordance with Schedule A.

5.3. Exception

5.3.1. Sections 5.1 and 5.2 are subject to such other provisions of this Agreement that expressly require or permit notices, demands, consents, requests or other communications to be given or made by alternative means or to be addressed to other specified representatives of the Parties.

6. ASSIGNMENT

6.1. Subject to section 6.2, no Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

6.2. The Customer may, without the prior written consent of the Transmitter, assign by way of security only all or any part of its rights or obligations under this Agreement to a Lender. The Customer shall promptly notify the Transmitter upon making any such assignment.

7. FURTHER ASSURANCES

7.1. Each Party shall promptly execute and deliver or cause to be executed and delivered all further documents in connection with this Agreement that the other Party may reasonably require for the purposes of giving effect to this Agreement.

8. WAIVER

8.1. A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred or implied by any failure to act or by the delay in acting by a Party in respect of any default, breach or non-compliance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance, whether of the same or any other nature.

9. AMENDMENTS

9.1. The Parties may not amend this Agreement without leave of the Board, except where and to the extent expressly permitted by this Agreement.

9.2. The Parties may by mutual agreement amend this Agreement to reflect changes that may from time to time be made to the Code during the term of this Agreement.

9.3. The Parties may, by mutual agreement unless this Agreement otherwise provides, amend the following Schedules:

- (a) Schedule A;
- (b) Schedule B, to reflect any changes to the Transmitter's Rate Order that may from time to time come into effect and in relation to Attachment B1;
- (c) Schedule D, including Attachment D1;
- (d) Schedule H, in relation to section H.1;

- (e) Schedule I;
- (f) Schedule J; and
- (g) any Schedule added by the Parties under section 4.3.1.

- 9.4. The Parties shall amend this Agreement in such manner as may be required by the Board.
- 9.5. Any amendment to this Agreement shall be made in writing and duly executed by the Parties.
- 9.6. In the event of an inconsistency or conflict between a provision of an amendment to a Schedule made under section 9.3, other than an amendment made under section 9.4, and a provision of this Agreement, the provision of this Agreement shall prevail to the extent of the inconsistency or conflict.
- 9.7. In the event of an inconsistency or conflict between a provision of an amendment to this Agreement, other than an amendment made under section 9.4, and a provision of the Code, the provision of the Code shall prevail to the extent of the inconsistency or conflict.

10. SUCCESSORS AND ASSIGNS

- 10.1. This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

11. ENTIRE AGREEMENT

- 11.1. Except as expressly provided herein, this Agreement, together with the Schedules, constitutes the entire agreement between the Parties and supersedes all prior oral or written representations and agreements of any kind whatsoever with respect to the subject-matter hereof.

12. GOVERNING LAW

- 12.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

13. COUNTERPARTS

- 13.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the Parties shall adopt any signatures received by a receiving facsimile machine as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original signed copy of this Agreement which was so faxed.

PART TWO **REPRESENTATIONS AND WARRANTIES**

14. REPRESENTATIONS AND WARRANTIES

14.1. Customer's Representations and Warranties

- 14.1.1. Subject to section 14.3.1, the Customer represents and warrants to the Transmitter as follows, and acknowledges and confirms that the Transmitter is relying on such representations and warranties without independent inquiry in entering into this Agreement:
- (a) it is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);
 - (b) it has all the necessary corporate power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder;
 - (c) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental and/or other organizational action and does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of or a default under or give rise to a right of termination, greater rights or increased costs, amendment or cancellation or the acceleration of any obligation under (i) any charter or by-law instruments of the Customer; (ii) any contracts or instruments to which the Customer is bound; or (iii) any laws applicable to it;
 - (d) any individual executing this Agreement and any document in connection herewith, on behalf of the Customer has been duly authorized to execute this Agreement and has the full power and authority to bind the Customer;
 - (e) this Agreement constitutes a legal and binding obligation on the Customer, enforceable against the Customer in accordance with its terms;
 - (f) other than the facilities listed in Schedule H, its facilities meet the technical requirements of this Agreement; and
 - (g) it holds all permits, licences and other authorizations that may be necessary to enable it to carry on its business.

14.1.2. The Customer shall promptly notify the Transmitter of any circumstance that does or may result in any of the representations and warranties set forth in section 14.1.1 becoming untrue or inaccurate during the term of this Agreement.

14.2. Transmitters' Representations and Warranties

14.2.1. Subject to section 14.3.1, the Transmitter represents and warrants to the Customer as follows, and acknowledges and confirms that the Customer is relying on such representations and warranties without independent inquiry in entering into this Agreement:

- (a) it is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);
- (b) it has all the necessary corporate power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental and/or other organizational action and does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of or a default under or give rise to a right of termination, greater rights or increased costs, amendment or cancellation or the acceleration of any obligation under (i) any charter or by-law instruments of the Transmitter; (ii) any contracts or instruments to which the Transmitter is bound; or (iii) any laws applicable to it;
- (d) any individual executing this Agreement, and any document in connection herewith, on behalf of the Transmitter has been duly authorized to execute this Agreement and has the full power and authority to bind the Transmitter;
- (e) this Agreement constitutes a legal and binding obligation on the Transmitter, enforceable against the Transmitter in accordance with its terms;
- (f) other than the facilities listed in Schedule H, those of its facilities that are relevant to, or may have an impact on, the Customer's facilities meet the technical requirements of this Agreement; and
- (g) it holds all permits, licences and other authorizations that may be necessary to enable it to carry on its business as a Transmitter.

14.2.2. The Transmitter shall promptly notify the Customer of any circumstance that does or may result in any of the representations and warranties set forth in section 14.2.1 becoming untrue or inaccurate during the term of this Agreement.

14.3. Transition

14.3.1. Where the provisions of this Agreement apply by virtue of the application of section 3.0.7 of the Code, the representations and warranties referred to in sections 14.1.1(f) and 14.2.1(f) shall be deemed to be given only once the parties have completed sections H.1.1 and H.1.2 of Schedule H.

PART THREE
LIABILITY AND FORCE MAJEURE

15. LIABILITY

15.1. Except as otherwise expressly provided in this Agreement, the Transmitter shall not be liable for any Party Losses of the Customer whatsoever arising out of any act or omission of the Transmitter under this Agreement unless such Party Losses result from the willful misconduct or negligence of the Transmitter.

15.2. Subject to section K.1 of Schedule K and except as otherwise expressly provided in this Agreement, the Customer shall not be liable for any Party Losses of the Transmitter whatsoever arising out of any act or omission of the Customer under this Agreement unless such Party Losses result from the willful misconduct or negligence of the Customer.

15.3. Despite sections 15.1 and 15.2 but except as otherwise expressly provided in sections 21.4, 27.13.6, 27.13.7 and 27.13.9, neither Party shall be liable to the other, whether as claims in contract or in tort or otherwise, for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including punitive or exemplary damages.

15.4. A Party shall have a duty to mitigate any Party Losses relating to any claim for indemnification from the other Party that may be made in relation to that other Party. Nothing in this section 15.4 shall require the mitigating Party to mitigate or alleviate the effects of any strike, lockout, restrictive work practice or other labour dispute.

15.5. A Party shall give prompt notice to the other Party of any claim with respect to which indemnification is being or may be sought under this Agreement.

16. FORCE MAJEURE

16.1. No Liability Where Force Majeure Event **Occurs**

16.1.1. Subject to sections 16.1.2 to 16.1.4, a Party shall not be liable to the other Party for any failure or delay in the performance of any of its obligations under this Agreement in whole or in part to the extent that such failure or delay is due to a Force Majeure Event.

16.1.2. The Party invoking a Force Majeure Event shall only be excused from performance under section 16.1.1:

- (a) for so long as the Force Majeure Event continues and for such reasonable period of time thereafter as may be necessary for the Party to resume performance of the obligation; and
 - (b) where and to the extent that the failure or delay in performance would not have been experienced but for such Force Majeure Event.
- 16.1.3. Nothing in this section 16 shall excuse a Party from performing any of their respective emergency-related obligations in the event of an emergency.
- 16.1.4. A Party may not invoke a Force Majeure Event unless it has given notice in accordance with section 16.2.
- 16.2. Obligations Where Force Majeure Event Occurs**
- 16.2.1. Where a Party invokes a Force Majeure Event, it shall promptly give notice to the other Party, which notice shall include particulars of:
- (a) the nature of the Force Majeure Event and, if known, of its duration;
 - (b) the effect that the Force Majeure Event is having on the Party's performance of its obligations under this Agreement; and
 - (c) the measures that the Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event.
- Such notice may be given verbally, in which case the notifying Party shall as soon as practicable thereafter confirm the notice in writing.
- 16.2.2. Where a Party invokes a Force Majeure Event, it shall use all reasonable endeavours to mitigate or alleviate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. Nothing in this section 16.2.2 shall require the mitigating Party to mitigate or alleviate the effects of any strike, lockout, restrictive work practice or other labour dispute.
- 16.2.3. Where a Party invokes a Force Majeure Event, it shall notify the other Party in writing as soon as practicable of the cessation of the Force Majeure Event and of the cessation of the effects of the Force Majeure Event on the Party's performance of its obligations under this Agreement.

PART FOUR **DISPUTE RESOLUTION**

17. DISPUTE RESOLUTION

17.1. Exclusivity

- 17.1.1. Subject to sections 17.1.2 and 17.1.3:
- (a) the dispute resolution procedure set forth in this section 17 shall apply to all disputes between the Customer and the Transmitter arising under or in relation to this Agreement; and
 - (b) the Parties shall comply with the procedure set out in this section 17 before taking any other civil or other proceeding in relation to the dispute.
- 17.1.2. Nothing in section 17.1.1 shall prevent a Party from seeking urgent or interlocutory relief from a court of competent jurisdiction in the Province of Ontario in relation to any dispute between them arising under or in relation to this Agreement.
- 17.1.3. The dispute resolution procedure set forth in this section 17 shall not apply:
- (a) in relation to any matter that must or may be submitted to the Board for resolution under section 4.7.1, 6.1.8, 6.2.20, 6.2.27, 6.3.5 or 6.3.11(c) of the Code or section K.2.2 of Schedule K; or
 - (b) in relation to any dispute to be resolved under the Market Rules as described in section B.6 of Schedule B.

17.2. Duty to Negotiate

- 17.2.1. Any dispute between the Customer and the Transmitter referred to in section 17.1.1 shall be referred to a designated senior representative of each of the Parties for resolution on an informal basis as quickly as possible.
- 17.2.2. The designated senior representatives of the Parties shall attempt in good faith to resolve the dispute within thirty days of the date on which the dispute was referred to them. The Parties may by mutual agreement extend such period.
- 17.2.3. If a dispute is settled by the designated senior representatives of the Parties, the Parties shall prepare and execute minutes setting forth the terms of the settlement. Such terms shall bind the Parties. The subject-matter of the dispute shall not thereafter be the subject of any civil or other proceeding, other than in relation to the enforcement of the terms of the settlement.
- 17.2.4. If a Party fails to comply with the terms of settlement referred to in section 17.2.3, the other Party may submit the matter to arbitration under section 17.3.1.
- 17.2.5. A copy of the minutes referred to in section 17.2.3 from which all Confidential Information has been expunged shall be made available to the public by the Transmitter.

17.2.6. The Parties may not, by means of the settlement of a dispute under section 17.2.3 or section 17.5.10, agree to terms or conditions that would, if they had been the subject of an amendment to this Agreement, violate section 9.1.

17.3. Submission of Unresolved Disputes to Arbitration

17.3.1. If the designated senior representatives of the Parties cannot resolve the dispute within the time period set out in section 17.2.2 or where section 17.2.4 or 17.5.11 applies, either Party may submit the dispute to binding arbitration under sections 17.4 and 17.5 by notice to the other Party.

17.4. Selection of Arbitrator(s)

17.4.1. The Parties shall use good faith efforts to appoint a single arbitrator for purposes of the arbitration of the dispute. If the Parties fail to agree upon a single arbitrator within ten business days of the date of the notice referred to in section 17.3.1, each Party shall within five business days thereafter choose one arbitrator. The two arbitrators so chosen shall within twenty days select a third arbitrator.

17.4.2. Where a Party has failed to choose an arbitrator under section 17.4.1 within the time allowed, the other Party may apply to a court to appoint a single arbitrator to resolve the dispute.

17.4.3. No person shall be appointed as an arbitrator unless that person:

- (a) is independent of the Parties;
- (b) has no current or past substantial business or financial relationship with either Party, except for prior arbitration; and
- (c) is qualified by education or experience to resolve the dispute.

17.5. Arbitration Procedure

17.5.1. The arbitrator(s) shall provide each of the Parties with an opportunity to be heard orally and/or in writing, as may be appropriate to the nature of the dispute.

17.5.2. The *Arbitration Act, 1991* (Ontario) shall apply to an arbitration conducted under this section 17.

17.5.3. The arbitrator(s) shall make due provision for the adequate protection of Confidential Information that may be disclosed or may be required to be produced during the course of an arbitration in a manner consistent with the confidentiality obligations of section 21.

17.5.4. All proceedings relating to the arbitration of a dispute shall be conducted in private unless the Parties agree otherwise.

17.5.5. Unless the Parties otherwise agree, the arbitrator(s) shall render a decision within ninety days of the date of appointment of the last to be appointed arbitrator, and shall notify the Parties of the decision and of the reasons therefore.

17.5.6. The decision of the arbitrator(s) shall be final and binding on the Parties and may be enforced in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). The Party against which the decision is enforced shall bear all costs and expenses reasonably incurred by the other Party in enforcing the decision.

17.5.7. A copy of the decision of the arbitrator(s) from which all Confidential Information has been expunged shall be made available to the public by the Transmitter.

17.5.8. Subject to section 17.5.9, each Party shall be responsible for its own costs and expenses incurred in the arbitration of a dispute and for the costs and expenses of the arbitrator(s) if appointed to resolve the dispute.

17.5.9. The arbitrator(s) may, if the arbitrator(s) consider it just and reasonable to do so, make an award of costs against or in favour of a Party to the dispute. Such an award of costs may relate to either or both the costs and expenses of the arbitrator(s) and the costs and expenses of the Parties to the dispute.

17.5.10. If a dispute is settled by the Parties during the course of an arbitration, the Parties shall prepare and execute minutes setting forth the terms of the settlement. Such terms shall bind the Parties, and either Party may request that the arbitrator(s) record the settlement in the form of an award under section 36 of the *Arbitration Act, 1991* (Ontario). The subject-matter of the dispute shall not thereafter be the subject of any civil or other proceeding, other than in relation to the enforcement of the terms of the settlement.

17.5.11. If a Party fails to comply with the terms of settlement referred to in section 17.5.10, the other Party may submit the matter to arbitration under section 17.3.1 if the settlement has not been recorded in the form of an award under section 36 of the *Arbitration Act, 1991* (Ontario).

17.5.12. A copy of the minutes referred to in section 17.5.10 from which all Confidential Information has been expunged shall be made available to the public by the Transmitter.

PART FIVE
TERM, TERMINATION AND EVENTS OF DEFAULT

18. TERM AND TERMINATION**18.1. Coming into Force**

- 18.1.1. Subject to section 18.1.2, this Agreement shall come into force on the date first mentioned above and shall remain in full force and effect until terminated in accordance with this Agreement.
- 18.1.2. Where the provisions of this Agreement apply by virtue of the application of section 3.0.7 of the Code, those provisions shall come into force on the Code revision date and shall remain in full force and effect until terminated in accordance with this Agreement.

18.2. Termination Without Cause by Customer

- 18.2.1. The Customer may, if it is not then a Defaulting Party to whom a Default Notice has been delivered, terminate this Agreement at any time during the term of this Agreement by giving the Transmitter six months' prior written notice setting out the termination date.
- 18.2.2. Where the Customer gives notice to terminate under section 18.2.1, the Transmitter shall disconnect all of the Customer's facilities at all connection points on the termination date specified in that notice or on such other date as the Parties may agree in writing.
- 18.2.3. Section 20.5 shall apply in relation to the disconnection of the Customer's facilities under section 18.2.2.

18.3. Termination for Cause by Either Party

- 18.3.1. Termination of this Agreement by a Party by reason of an Event of Default occurring in relation to the other Party shall be effected in accordance with section 19.

18.4. Provisions Relating to Termination Generally

- 18.4.1. Termination of this Agreement for any reason shall not affect:
- (a) the liabilities of either Party that were incurred or arose under this Agreement prior to the time of termination; or
 - (b) that expressly apply in relation to disconnection of the Customer's facilities following termination of this Agreement.
- 18.4.2. Termination of this Agreement 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 injunctive relief.

18.5. Rights and Remedies not Exclusive

- 18.5.1. The rights and remedies set out in this Agreement are not intended to be exclusive but rather are cumulative and are in addition to any other right or remedy otherwise available to a Party at law or in equity.
- 18.5.2. Nothing in this section 18.5 shall be interpreted as affecting the limitations of liability set forth in section 15 or the obligation of a Party to comply with section 17 while this Agreement is in force.

18.6. Survival

- 18.6.1. Sections 18.4 and 18.5 shall survive termination of this Agreement.

19. EVENTS OF DEFAULT AND TERMINATION FOR CAUSE**19.1. Occurrence of an Event of Default**

- 19.1.1. If an Event of Default occurs in relation to a Party, the Non-defaulting Party may, without prejudice to its other rights and remedies as provided for in this Agreement or at law or in equity, serve the Defaulting Party with a notice specifying the Event of Default that has occurred and the applicable Cure Period ("Default Notice").

19.2. Curing Events of Default

- 19.2.1. Upon receipt of a Default Notice, the Defaulting Party shall be entitled to remedy the Event of Default specified in the Default Notice:
- (a) for a Financial Default, within the applicable Cure Period specified in Schedule C, calculated from the date of receipt of the Default Notice;
 - (b) for a Non-financial Default that has an impact that is referred to in Schedule C, within the applicable Cure Period specified for that impact in Schedule C, calculated from the date of the receipt of the Default Notice; or
 - (c) for a Non-financial Default that does not have an impact that is referred to in Schedule C, within a period of twenty business days from the date of receipt of the Default Notice.

The Parties may agree to a Cure Period that is longer than the Cure Period that would otherwise apply under section 19.2.1(a), 19.2.1(b) or 19.2.1(c).

- 19.2.2. During the Cure Period, the Defaulting Party shall diligently seek to remedy the Event of Default specified in the Default Notice.
- 19.2.3. If the Non-defaulting Party considers that the Defaulting Party is not, during the Cure Period, diligently seeking to remedy a Non-financial Default, the Non-defaulting Party may serve the Defaulting Party with a notice ("End of Cure Period Notice") to that effect. If, within ten business days of receiving the End of Cure Period Notice, the Defaulting Party has not commenced to diligently seek to remedy the Non-financial Default, the Cure Period shall end on the fifth business day following the date of receipt of the End of Cure Period Notice, and section 19.3.1 shall apply.
- 19.2.4. A Financial Default shall be considered remedied when:
- (a) the Defaulting Party has paid to the Non-defaulting Party all amounts specified in the Default Notice, together with interest calculated in accordance with section 19.2.5; and
 - (b) the Defaulting Party has reimbursed the Non-defaulting Party for all costs of enforcement, recovery, or attempted enforcement or recovery, including reasonable legal costs and expenses, reasonably incurred by the Non-defaulting Party in relation to the Financial Default.
- 19.2.5. Amounts specified in a Default Notice given in relation to a Financial Default shall bear interest at the prime lending rate set by the Bank of Canada plus two percent from the date on which the Event of Default occurred until the date on which payment is sent to the Non-defaulting Party.
- 19.2.6. A Non-financial Default shall be considered remedied when:
- (a) the Event of Default has been remedied to the reasonable satisfaction of the Non-defaulting Party; and
 - (b) the Defaulting Party has reimbursed the Non-defaulting Party for all costs of enforcement or recovery or attempted enforcement or recovery, including reasonable legal costs and expenses, reasonably incurred by the Non-defaulting Party in relation to the Non-financial Default.

19.3. Right to Terminate and Disconnect

- 19.3.1. Subject to section 19.3.2, where an Event of Default has not been remedied prior to the expiry of the applicable Cure Period, including in accordance with section 19.2.3, the Non-defaulting Party may, without prejudice to its other rights and remedies as provided for in this Agreement or at law or in equity, terminate this Agreement by written notice to the Defaulting Party. Such termination shall take effect:
- (a) in the case of a Non-financial Default, on the date on which the termination notice is delivered to the Defaulting Party; or
 - (b) in the case of a Financial Default, on the date that is seven business days from the date on which the termination notice is delivered to the Defaulting Party.
- 19.3.2. The Transmitter may not terminate this Agreement under section 19.3.1 or, subject to section 19.3.5, disconnect the Customer's facilities under section 19.3.3 in relation to an Event of Default by the Customer where the issue of the Customer's default has been referred to the dispute resolution process referred to in section 17 and the dispute has not been finally resolved.
- 19.3.3. The Transmitter may disconnect all of the Customer's facilities at all applicable connection points on or after the date on which this Agreement terminates under section 19.3.1.
- 19.3.4. Section 20.5 shall apply in relation to the disconnection of the Customer's facilities under section 19.3.3.
- 19.3.5. Nothing in this section 19 shall prevent the Transmitter from:
- (a) disconnecting the Customer's facilities where permitted by section 20.3.1, even if the Customer is a Defaulting Party at the relevant time; or
 - (b) immediately disconnecting the Customer's facilities where the Transmitter reasonably believes that a Non-financial Default by the Customer is having or will have a material adverse effect on the Transmitter's transmission system or on a third party.

19.4. Lender's Right of Substitution

- 19.4.1. Where a Default Notice has been served on the Customer, an agent or trustee for and on behalf of a Lender ("Security Trustee") or a receiver appointed by the Security Trustee ("Receiver") shall upon notice to the Transmitter be entitled (but not obligated) to exercise all of the rights and obligations of the Customer under this Agreement and shall be entitled to remedy the Event of Default specified in the Default Notice within the applicable Cure Period. The Transmitter shall accept performance of the Customer's obligations under this Agreement by the Security Trustee or Receiver in lieu of the Customer's performance of such obligations, and will not exercise any right to terminate this Agreement under section 19.3.1 due to an Event of Default if the Security Trustee, its nominee or transferee, or the Receiver acknowledges its intention to be bound by the terms of this Agreement and such acknowledgment is received within 30 days of the date of receipt by the Customer of the Default Notice.

PART SIX
DISCONNECTION AND RECONNECTION

20. DISCONNECTION**20.1. Voluntary Permanent Disconnection by Customer**

- 20.1.1. The Customer may at any time voluntarily and permanently disconnect some but not all of its facilities from the Transmitter's transmission facilities provided that the Customer is not then a Defaulting Party to whom a Default Notice has been delivered.
- 20.1.2. The Customer shall give the Transmitter notice in writing of its intention to voluntarily disconnect some of its facilities under section 20.1.1 no less than ten days before the date on which the Customer wishes to disconnect.
- 20.1.3. Section 20.5 shall apply in relation to the disconnection of the Customer's facilities under section 20.1.1.

20.2. Voluntary Temporary Disconnection by Customer and Reconnection

- 20.2.1. Where practical, the Customer shall notify the Transmitter prior to temporarily disconnecting its facilities from the Transmitter's transmission system.
- 20.2.2. The Transmitter shall, at the Customer's request, reconnect the Customer's facilities to its transmission system following a voluntary temporary disconnection under section 20.2.1 once the Transmitter is reasonably satisfied that all requirements of this Agreement are met, that all payments due to be paid by the Customer under this Agreement have been made and that the Customer agrees to pay all reasonable reconnection costs charged by the Transmitter. Reconnection shall be effected in accordance with the Transmitter's Board-approved reconnection procedures referred to in section 6.10.3 of the Code or, in the absence of such procedures, in accordance with the procedures agreed between the Parties.

20.3. Disconnection by Transmitter

- 20.3.1. The Transmitter may disconnect the Customer's facilities at any connection point and at any time throughout the term of this Agreement in any of the following circumstances:
- (a) in accordance with subsection 40 (5) of the *Electricity Act, 1998*, other applicable law, the Transmitter's licence or the Market Rules;
 - (b) where required to comply with a decision or order of an arbitrator or court made or given under section 17;
 - (c) during an emergency or where necessary to prevent or minimize the effects of an emergency; or
 - (d) where required by an order or direction from the IESO given in accordance with the Market Rules.

- 20.3.2. Section 20.5 shall, to the extent applicable, apply in relation to the disconnection of the Customer's facilities under section 20.3.1.

20.4. Reconnection after Disconnection by Transmitter

- 20.4.1. Where a Customer's facilities have been disconnected under section 20.3 during an emergency, the Transmitter shall reconnect the Customer's facilities to its transmission facilities when it is reasonably satisfied that the emergency has ceased and that all other requirements of this Agreement are met.
- 20.4.2. Where a Customer's facilities have been disconnected under section 20.3 other than during an emergency, the Transmitter shall reconnect the Customer's facilities to its transmission system when it is reasonably satisfied that the reason for the disconnection no longer exists, the Customer agrees to pay all reasonable reconnection costs charged by the Transmitter, and the Transmitter is reasonably satisfied of the following, where applicable:
- (a) the Customer has taken all necessary steps to prevent the circumstances that caused the disconnection from recurring and has delivered binding undertakings to the Transmitter that such circumstances shall not recur; and
 - (b) any decision or order of a court or arbitrator made or given under section 17 that requires a Party to take action to ensure that such circumstances shall not recur has been implemented and/or assurances have been given to the satisfaction of the affected Party that such decision or order will be implemented.
- 20.4.3. Reconnection under this section 20.4 shall be effected in accordance with the Transmitter's Board-approved reconnection procedures referred to in section 6.10.3 of the Code or, in the absence of such procedures, in accordance with the procedures agreed between the Parties.

20.5. Provisions Applicable to Disconnection Generally

- 20.5.1. Within 20 business days of the coming into force of this Agreement, the Parties shall develop appropriate operating and decommissioning procedures for the Customer's facilities. The Parties shall comply with those operating and decommissioning procedures in relation to any disconnection of the Customer's facilities.
- 20.5.2. Where the Customer's facilities are disconnected, each Party shall be entitled to decommission and remove its assets associated with the connection and the applicable connection points. Each Party shall, for that purpose, provide the other Party with all necessary access to its site at all reasonable times.
- 20.5.3. The Customer shall continue to pay for transmission services provided up to the time of disconnection of its facilities.
- 20.5.4. The Customer shall pay all reasonable costs, including the costs of removing any of the Transmitter's equipment from the Customer's facilities, that are directly attributable to the disconnection and, where applicable, the subsequent decommissioning of the Customer's facilities. The Transmitter shall not require the removal of the protection and control wiring within the Customer's facilities.
- 20.5.5. While the Customer's facilities are disconnected, the Transmitter shall not be required to convey electricity to or from the Customer's facilities.

PART SEVEN
EXCHANGE AND CONFIDENTIALITY OF INFORMATION

21. EXCHANGE AND CONFIDENTIALITY OF INFORMATION

- 21.1. For purposes of this Agreement, "Confidential Information" does not include:
 - (a) information that is in the public domain, provided that specific items of information shall not be considered to be in the public domain merely because more general information is in the public domain and provided that the information is not in the public domain as a result of a breach of confidence by the Party seeking to disclose the information or a person to whom it has disclosed the information; or
 - (b) information that is, at the time of the disclosure, in the possession of the receiving Party, provided that it was lawfully obtained from a person under no obligation of confidence in relation to the information.
- 21.2. Subject to section 21.3, each Party shall treat all Confidential Information disclosed to it by the other Party as confidential and shall not, without the written consent of that other Party:
 - (a) disclose that Confidential Information to any other person; or
 - (b) use that Confidential Information for any purpose other than the purpose for which it was disclosed or another applicable purpose contemplated in this Agreement.

Where a Party, with the written consent of the other Party, discloses Confidential Information of that other Party to another person, the Party shall take such steps as may be required to ensure that the other person complies with the confidentiality provisions of this Agreement.
- 21.3. Nothing in section 21.2 shall prevent the disclosure of Confidential Information:
 - (a) where required under this Agreement, the Market Rules or a licence;
 - (b) where required by law or regulatory requirements;
 - (c) where required by order of a government, government agency, regulatory body or regulatory agency having jurisdiction;
 - (d) if required in connection with legal proceedings, arbitration or any expert determination relating to the subject matter of this Agreement, or for the purpose of advising a Party in relation thereto;
 - (e) as may be required to enable the Transmitter to fulfill its obligations to any reliability organization;
 - (f) as may be required during an emergency or to prevent or minimize the effects of an emergency; or
 - (g) by the Customer to a Lender or prospective Lender.
- 21.4. Notwithstanding any provision of section 15, a Party that breaches section 21.2 shall be liable to the other Party for any and all Party Losses of that other Party arising out of such breach.
- 21.5. The Parties acknowledge and agree that the exchange of information, including Confidential Information, under this Agreement is necessary for maintaining the reliable operation of the Transmitter's transmission system. The Parties further agree that all information, including Confidential Information, exchanged between them shall be prepared, given and used in good faith and shall be provided in a timely and cooperative manner.
- 21.6. Each Party shall comply with its information exchange obligations as set out in this Agreement, including in Schedule I. In addition, each Party shall provide the other with such information as the other may reasonably require to enable it to perform its obligations under this Agreement.
- 21.7. Each Party shall as soon as practicable notify the other Party upon becoming aware of a material change or error in any information previously disclosed to the other Party under this Agreement and, in the case of the Customer, in any information contained in its application for connection.

The Party shall provide updated or corrected information as required to ensure that information provided to the other Party is up to date and correct.

PART EIGHT
TRANSMISSION SERVICE AND OTHER CHARGES

22. TRANSMISSION SERVICE AND TRANSMISSION SERVICE CHARGES

- 22.1. The Transmitter shall provide transmission services to the Customer in accordance with this Agreement and the Transmitter's Rate Order.
- 22.2. The Parties shall comply with their respective obligations as set out in Schedule B in relation to transmission service.
- 22.3. The Transmitter shall not charge the Customer for transmission services except in accordance with the Transmitter's Rate Order.
- 22.4. The Customer shall pay for charges for transmission services in accordance with Schedule B.

23. OTHER CHARGES AND PAYMENTS

- 23.1. In addition to charges for transmission service, the Transmitter may require that the Customer pay the following:
 - (a) a capital contribution in relation to the construction of new or modified transmission facilities, where permitted by and determined in accordance with the Code;
 - (b) fees or charges approved by the Board, including fees or charges approved as part of the transmitter's Board-approved connection procedures referred to in section 6.1.4 of the Code; and
 - (c) any other fees, charges or costs expressly provided for in this Agreement.

PART NINE
TECHNICAL AND OPERATING REQUIREMENTS

24. FACILITY STANDARDS

- 24.1. The Transmitter shall comply with section 4.3.1 of the Code. The Customer shall ensure that its facilities:
 - (a) meet all applicable requirements of the Ontario Electrical Safety Authority, subject to any exemption that may have been granted to or that may apply to the Customer;
 - (b) conform to all applicable industry standards, including those of the Canadian Standards Association, the Institute of Electrical and Electronic Engineers, the American National Standards Institute, and the International Electrotechnical Commission (IEC);
 - (c) are constructed, operated and maintained in accordance with this Agreement, the Customer's licence, the Market Rules, all applicable reliability standards and good utility practice;
 - (d) where they are connection facilities, are made by it with due regard for the safety of the Customer's employees and the public;
 - (e) where they are connection facilities, are made by it on a timely basis and are designed and constructed by it in accordance with the applicable provisions of the Transmitter's Board-approved connection procedures or, in the absence of such Board-approved connection procedures, in accordance with section 6.1.8 of the Code; and
 - (f) where they are connection facilities, do not materially reduce the reliability or performance of the Transmitter's transmission system and are constructed with such mitigation measures as may be required so that no new available fault current level exceeds the maximum allowable fault levels set out in Appendix 2 of the Code if this would have an adverse effect on the Transmitter. Where the new available fault current level would exceed the maximum allowable fault level set out in Appendix 2 of the Code and would have an adverse effect on the Transmitter the Customer may, as an alternative, make suitable arrangements with the Transmitter to mitigate the economic or financial impact of allowing the new available fault current level to exceed the maximum allowable fault level set out in Appendix 2 of the Code. Such arrangements shall be consistent with the cost responsibility principles set out in the Code.
- 24.2. The Customer shall ensure that those of its facilities that are connected to the Transmitter's transmission system, other than the facilities identified in section H.1 of Schedule H, comply with the basic general performance standards and technical requirements set out in the Code, including in Appendix 2.
- 24.3. Where the Transmitter, after conducting a Customer Impact Assessment under section 6.4 of the Code, provides the Customer with a new available fault current level, the Customer shall, at its own expense, upgrade its facilities as may be required to accommodate the new available fault current level. This obligation shall not apply to the extent that the new available fault current level exceeds the maximum allowable fault levels set out in Appendix 2 of the Code except where suitable financial arrangements have been made with the Customer as contemplated in the last paragraph of section 6.1.2 of the Code.
- 24.4. The Transmitter and the Customer shall fully cooperate to ensure that modelling data required by this Agreement for the planning, design and operation of connections are complete and accurate. The Transmitter shall conduct, or may require that the Customer conduct, such tests as may

be required where the Transmitter believes on reasonable grounds that the accuracy of such data is in question. The Party conducting such tests shall promptly report the results to the other Party. Where the tests are conducted by the Transmitter, the tests shall be conducted at a time that is mutually agreed by the Customer and the Transmitter, and the Customer shall reimburse the Transmitter for the costs and expenses reasonably incurred by the Transmitter in conducting the tests. If the testing is required to be rescheduled at the request of a Party or by reason of a Party's failure to attend, that Party shall, at the request of the other Party, pay all reasonable costs incurred by the other Party in respect of the rescheduling of the test.

- 24.5. The Customer shall, at the Transmitter's request, permit the Transmitter to participate in the commissioning, inspection, and testing of the Customer's facilities so as to enable the Transmitter to ensure that the Customer's facilities will not adversely affect the reliability of the Transmitter's transmission system.
- 24.6. Where section 24.5 applies, the commissioning, inspection or testing of the Customer's facilities shall be conducted at a time that is mutually agreed by the Customer and the Transmitter. If the commissioning, inspection or testing is required to be rescheduled at the request of a Party or by reason of a Party's failure to attend, that Party shall, at the request of the other Party, pay all reasonable costs incurred by the other Party in respect of the rescheduling of the commissioning, inspection or testing activity.

25. ADDITIONAL TECHNICAL REQUIREMENTS

- 25.1. Each Party shall comply with their respective obligations as set out in Schedules E, F and G.
- 25.2. Each Party shall ensure that its facilities meet the technical requirements set out in Schedules E, F and G.

26. OPERATIONAL STANDARDS AND REPORTING

- 26.1. As of the date of this Agreement, the fault levels at all connection points applicable to the Customer's facilities and the assumptions underlying those fault levels, as specified by the Transmitter in accordance with the Market Rules, are set out in section D.1 of Schedule D. The Transmitter shall update such fault levels as may be required under this Agreement or in response to a request by the Customer under section 26.2, and the Parties shall amend Schedule D accordingly.
- 26.2. The Customer acknowledges that the fault levels at connection points applicable to the Customer's facilities will change from time to time, and agrees that it may not rely upon the fault levels as specified section D.1. of Schedule D. Where the Customer reasonably requires confirmation of the fault levels at a connection point applicable to the Customer's facilities, the Customer shall submit a request to that effect to the Transmitter. The Transmitter shall then provide the Customer with the current fault levels.
- 26.3. The Customer shall promptly report to the Transmitter any changes in its facilities that could materially affect the performance of the Transmitter's transmission system.
- 26.4. The Customer shall, at the Transmitter's request, promptly report to the Transmitter any and all incidents involving the automatic operation of the Customer's facilities' protective relays that affect the Transmitter's transmission facilities.
- 26.5. The Transmitter shall promptly report to the Customer any changes in its facilities that could materially affect any transmission services provided to the Customer under this Agreement.

27. OPERATIONS AND MAINTENANCE

27.1. Work on Site of Other Party

- 27.1.1. When a Party is conducting work at the other Party's site, the working Party shall:
- (a) subject to section 27.1.2, comply with all of the host Party's practices and requirements relating to occupational health and safety and environmental protection;
 - (b) comply with all applicable law relating to occupational health and safety and environmental protection; and
 - (c) comply with all of the host Party's reasonable practices and requirements relating to security of the host Party's site, including entering into an access agreement on reasonable terms relating to security of the host Party's site.
- 27.1.2. When a Party is conducting work at the other Party's site, the working Party shall comply with its own practices and requirements in relation to occupational health and safety and environmental protection:
- (a) to the extent permitted by the host Party, which permission shall not be granted unless the host Party is satisfied that the working Party's practices and requirements provide for a level of safety or protection that equals or exceeds its own; or
 - (b) to the extent that the host Party has not made its practices or requirements known to the working Party.

27.2. General

- 27.2.1. Each Party shall ensure that its facilities are operated and maintained only by persons qualified to do so.
- 27.2.2. Each Party shall operate and maintain its facilities in accordance with Schedule A.

27.3. Controlling Authorities

- 27.3.1. The Controlling Authority for each Party is the person identified as such in Schedule A. A Party may, by written notice to the Controlling Authority of the other Party, from time to time change its Controlling Authority, and the Parties shall amend Schedule A accordingly.
- 27.3.2. A Party shall comply with any request received from the Controlling Authority of the other Party.

27.4. Communication Between the Parties

- 27.4.1. Except as otherwise provided in this Agreement, all communications between the Parties relating to routine operating and maintenance matters shall be exchanged between the Parties' respective Controlling Authorities in accordance with the contact information set out in Schedule A, or as otherwise specified in Schedule A.
- 27.4.2. Each Party shall provide the other Party with a communications protocol to be used by that other Party in emergency situations. The protocol shall include the name of the Party's site emergency coordinator.

27.5. Switching

- 27.5.1. Each Party shall, through its Controlling Authority, develop a written protocol that establishes the conditions for, and the coordination of, switching in respect of equipment under its control.
- 27.5.2. The Parties shall, through their respective Controlling Authorities, approve one another's switching protocols.
- 27.5.3. A Party may, with the consent of the other Party, appoint an employee of the other Party as its designate for switching purposes, provided that orders to operate must be issued by the Party's Controlling Authority.
- 27.5.4. The Transmitter may issue to the Customer, and the Customer shall comply with, such switching instructions as may be required to maintain the security and reliability of the Transmitter's transmission system.
- 27.5.5. The Controlling Authorities of the Parties shall, prior to the time at which any switching activity is to occur, agree upon procedures for such switching activity.

27.6 Isolation of Facilities at Customer's Request

- 27.6.1. A Party shall not, other than in an emergency, operate an isolating disconnect switch except on prior notice to the other Party.
- 27.6.2. If the Customer requires isolation of its own facilities or of facilities under the Transmitter's control, the Customer's Controlling Authority shall deliver a written notice to that effect to the Transmitter's Controlling Authority. The written notice shall contain the following:
- (a) a request that the Transmitter's Controlling Authority provide a Supporting Guarantee;
 - (b) the Transmitter's assigned equipment operating designations, if applicable; and
 - (c) the Customer's assigned equipment operating designations, if the Transmitter's equipment operating designations have not been assigned.
- 27.6.3. After the written notice referred to in section 27.6.2 has been delivered, the Customer's Controlling Authority may request, and the Transmitter's Controlling Authority shall ensure, that the isolation and subsequent reconnection of the Customer's relevant equipment is done on a timely basis. The Parties shall bear their own costs and expenses associated with such isolation and reconnection.
- 27.6.4. The Transmitter may, provided that it has given advance notice to the Customer, lock the isolating disconnect switch in the open position in any of the following circumstances:
- (a) where necessary to protect the Transmitter's personnel or equipment and the Transmitter has received a Supporting Guarantee from the Customer, in which case the lock shall be under the Transmitter's control for the duration of the Supporting Guarantee;
 - (b) where the operation of the Transmitter's equipment interferes with the operation of the Customer's equipment;
 - (c) where equipment owned by either Party interferes with the operation of the Transmitter's transmission system; or
 - (d) where the Transmitter has been directed by the IESO to do so in accordance with the Market Rules.

27.7. Isolation of Facilities at Transmitter's Request

- 27.7.1. If the Transmitter requires isolation of its own facilities from the Customer's facilities or isolation of facilities under the Customer's control, the Transmitter's Controlling Authority shall deliver a written notice to that effect to the Customer's Controlling Authority. The written notice shall contain a request that the Customer's Controlling Authority provide a Supporting Guarantee that identifies the Customer's assigned equipment operating designations.
- 27.7.2. After the written notice referred to in section 27.7.1 has been delivered, the Transmitter's Controlling Authority may request, and the Customer's Controlling Authority shall ensure, that the isolation and subsequent reconnection of the Transmitter's relevant equipment is done on a timely basis. The Parties shall bear their own costs and expenses associated with such isolation and reconnection.

27.8. Alternative Method of Isolation

- 27.8.1. A Party may establish its own Work Protection in place of obtaining a Supporting Guarantee from the other Party.

27.8.2. The Party whose facilities are required in order to establish Work Protection shall provide the other Party with access to those facilities.

27.8.3. Establishing Work Protection shall be limited to the hanging of tags and the locking of devices.

27.9. Forced Outages

27.9.1. Where the forced outage of the facilities of one Party adversely affects the facilities of the other Party, the Controlling Authority of the Party experiencing the forced outage shall promptly notify the Controlling Authority of the other Party of the forced outage.

27.9.2. The Controlling Authority of a Party shall have sole authority to identify the need for and to initiate a forced outage of that Party's facilities.

27.10. Planned Work

27.10.1. Where planned work to be performed by a Party may affect the safety of the other Party's personnel, the Party performing the work shall provide the other Party with all required Work Protection documentation and related notices in writing or by such other means as they may agree in writing.

27.10.2. Where planned work on the facilities of a Party:

- (a) requires the participation or cooperation of the other Party; or
- (b) could adversely affect the normal operation of the other Party's facilities,

the other Party shall use commercially reasonable efforts to accommodate the planned work and shall negotiate in good faith the reasonable procedures and cost sharing criteria applicable to the planned work.

27.10.3. The Customer shall take all reasonable steps to ensure that all anticipated and planned outages of its facilities for each calendar year are submitted to the Transmitter by October 1st of the preceding year.

27.10.4. All planned work on the Customer's facilities that may affect the Transmitter's transmission facilities shall be scheduled by the Customer with the Transmitter's Controlling Authority.

27.10.5. Where the Customer plans work on its facilities that:

- (a) requires a feeder breaker to be opened or operated;
- (b) requires any disconnection or isolation from any facilities of either Party that are less than 50 kV, such as a feeder breaker;
- (c) will result in power flow changes of greater than 5 MW; or
- (d) will involve a transfer or switching operation that directly affects the Transmitter's transmission facilities,

the Customer's Controlling Authority shall submit a request to the Transmitter's representative identified in Schedule A, including a request to provide a Supporting Guarantee where applicable. Such request shall be submitted in writing and shall be submitted at least four days in advance of the planned work or within such other period as the Parties may agree.

27.10.6. Where the Customer plans work on its facilities that requires that multiple feeder breakers, a station bus or a whole transformer station be operated, the Customer's Controlling Authority shall submit a request to the Transmitter's representative identified in Schedule A, including a request to provide a Supporting Guarantee where applicable. Such request shall be submitted in writing and shall be submitted at least ten days in advance of the planned work or within such other period as the Parties may agree.

27.10.7. Where the Transmitter plans work on its facilities that directly affects the Customer's facilities and that requires that multiple feeder breakers, a station bus or a whole transformer station be operated, the Transmitter's Controlling Authority shall give notice of the planned work to the Customer's representative identified in Schedule A. Such notice shall be submitted in writing and shall be submitted at least ten days in advance of the planned work or within such other period as the Parties may agree.

27.10.8. Where the Transmitter plans work on its facilities that directly affects the Customer's facilities and that requires a feeder breaker to be opened or operated, the Transmitter's Controlling Authority shall give notice of the planned work to the Customer's representative identified in Schedule A. Such notice shall be submitted in writing and shall be submitted at least four days in advance of the planned work or within such other period as the Parties may agree.

27.10.9. The Controlling Authority of a Party may submit to the other Party a written request for permission to re-schedule planned work that has been previously notified to or scheduled with that other Party. Such request must be given in writing at least two business days prior to the date on which the planned work was originally scheduled to occur.

27.10.10. If a Party's request to re-schedule cannot be reasonably accommodated by the other Party and the Parties cannot agree on an alternate date, the matter shall be submitted to the dispute resolution process set out in section 17.

27.11. Shutdown of Customer's Facilities

27.11.1. The Customer's Controlling Authority shall promptly notify the Transmitter's Controlling Authority in the event that the Customer's facilities are shut down for any reason. The Transmitter shall investigate and determine the cause of the shutdown, using available evidence including input from the Customer's staff.

27.11.2. Once the Transmitter is satisfied that reconnection of the Customer's facilities following a shut down will not adversely affect the Transmitter's transmission system, the Transmitter shall notify the Customer as soon as practicable that it may reconnect its facilities to the Transmitter's transmission facilities. The Customer shall not reconnect its facilities to the Transmitter's transmission facilities following a shut down until authorized to do so by the Transmitter's Controlling Authority. Reconnection shall be effected in accordance with the Transmitter's Board-approved reconnection procedures referred to in section 6.10.3 of the Code or, in the absence of such procedures, in accordance with procedures agreed between the Parties.

27.12. Emergency Operations

27.12.1. During an emergency or in order to prevent or minimize the effects of an emergency, a Party may without prior notice to the other Party take whatever immediate action it deems necessary to ensure public safety or to safeguard life, property or the environment.

27.12.2. Where a Party takes action under section 27.12.1, it shall promptly report the action taken and the reason for that action to the other Party's Controlling Authority.

27.12.3. In an emergency, the Parties shall communicate in accordance with the communications protocols provided to one another under section 27.4.2.

27.13. Access to and Security of Facilities

27.13.1. Each Party shall ensure that its facilities are secure at all times. Where a Party's facilities are located on the site of another Party, the Parties shall cooperate to ensure the security of those facilities in accordance with section 27.1.1(c).

27.13.2. Each Party shall be entitled to access the site or facilities of the other Party at all reasonable times where required in order to carry out work on its facilities or where otherwise permitted or required under this Agreement. Such access shall be effected in accordance with sections 27.13.4 and 27.13.5.

27.13.3. Each Party shall, to facilitate the exercise by the other Party of its access rights, provide that other Party with all applicable access procedures, including procedures relating to access codes and keys.

27.13.4. Where a Party wishes to exercise its right of access to the site or facilities of the other Party, the accessing Party shall provide reasonable prior notice to the host Party of the date, time and location of access and of the nature of the work to be undertaken. Where the accessing Party's access cannot reasonably be accommodated by the host Party, the Parties shall agree on another date and time for access.

27.13.5. Where a Party is exercising its right of access, the Party shall:

- (a) comply with the obligations set out in section 27.1;
- (b) ensure that any person that will have access to the host Party's site or facilities has been properly trained;
- (c) comply with the procedures provided to it by the host Party under section 27.13.3;
- (d) not damage or interfere with the host Party's property (provided that the exercise of the right of access shall not itself be considered interference); and
- (e) not interact with representatives of the host Party other than the person designated for such purpose by the host Party or as may be permitted by that designated person.

27.13.6. Where an accessing Party causes damage to or loss of any property of the host Party, the accessing Party shall promptly notify the host Party. Notwithstanding any provision of section 15, the accessing Party shall pay to the host Party the host Party's reasonable costs of repairing such property or, if such property cannot be repaired, of replacing such property.

27.13.7. Where the property of a Party is on the site of the other Party, the host Party shall not interfere with or cause damage to or the loss of that property. Where the host Party causes such damage or loss, the host Party shall promptly notify the other Party. Notwithstanding any provision of section 15, the host Party shall pay to the other Party the other Party's reasonable costs of repairing such property or, if such property cannot be repaired, of replacing such property.

27.13.8. In addition to the general right of access referred to in section 27.13.2, the Transmitter may access the site or facilities of the Customer in order to ensure that the Customer's facilities comply with the requirements of this Agreement or for the purpose of investigating a threat or potential threat to the security of the Transmitter's transmission system. Such right of access shall be exercised in accordance with the provisions of this section 27.13.

27.13.9. Nothing in this section 27.13 shall prevent or restrict a Party from doing any of the following in an emergency or where required to prevent or minimize the effects of an emergency:

- (a) interfering with the property of the other Party that is on its site; or
- (b) accessing the site of the other Party without notice.

Where a Party takes such action and causes damage to or loss of the property of the other Party, the acting Party shall promptly notify the other Party. Notwithstanding any provision of section 15, the acting Party shall pay to the other Party the other Party's reasonable costs of repairing such property or, if such property cannot be repaired, of replacing such property.

28. INSPECTION, TESTING, MONITORING AND NEW, MODIFIED OR REPLACEMENT CUSTOMER FACILITIES**28.1. General Requirements**

- 28.1.1. The Customer shall inspect, test and monitor its facilities to ensure continued compliance with all applicable instruments and standards referred to in paragraphs (a) to (c) of section 24.1.
- 28.1.2. Where the Transmitter carries out any inspection, testing or monitoring of the Customer's facilities where required or permitted under this Agreement, the Customer shall pay the Transmitter's reasonable costs of doing so.
- 28.1.3. The Transmitter shall inspect, test and monitor its transmission facilities to ensure continued compliance with all applicable instruments and standards referred to in section 4.3.1 of the Code.
- 28.1.4. Each Party shall maintain complete and accurate records of the results of all performance inspection, testing and monitoring that it conducts in fulfillment of its obligations under this Agreement. Such records shall be maintained by each Party for a minimum of seven years or for such shorter time as the Board may permit.
- 28.1.5. Each Party shall, at the request of the other, provide the other Party with the records referred to in section 28.1.4. Without limiting the generality of the foregoing, the Customer shall, at the Transmitter's request, provide the Transmitter with:
- (a) test certificates certifying that the Customer's facilities have passed all relevant tests and comply with all applicable instruments and standards referred to in paragraphs (a) to (c) of section 24.1; and
 - (b) copies of any certificates of inspection or other applicable authorizations or approvals received from the Ontario Electricity Safety Authority in relation to the Customer's facilities.

28.2. New, Modified or Replacement Customer Facilities

- 28.2.1. The Customer shall, at the Transmitter's request, permit the Transmitter to inspect, test or witness the commissioning of any of the Customer's new, modified or replacement facilities where the Transmitter reasonably considers that such new, modified or replacement facilities may adversely affect the performance of the Transmitter's transmission system. The Customer shall pay the Transmitter's reasonable costs of doing so.
- 28.2.2. Where section 28.2.1 applies, the inspection, testing or commissioning of the Customer's facilities shall be conducted at a time that is mutually agreed by the Customer and the Transmitter. If the inspection, test or commissioning is required to be rescheduled at the request of a Party or by reason of a Party's failure to attend, the Party shall, at the request of the other party, pay all reasonable costs incurred by the other Party in respect of the rescheduling of the inspection, testing or commissioning activity.
- 28.2.3. The Customer shall, at the Transmitter's request, provide the Transmitter with test certificates, including any certificates of inspection or other applicable authorizations or approvals that the Ontario Electrical Safety Authority may have issued, certifying that any of the Customer's new, modified or replacement facilities have passed the relevant tests and comply with all applicable instruments and standards referred to in paragraphs (a) to (c) of section 24.1. The Transmitter may require the provision of these certificates as a condition of connecting any of the Customer's new, modified or replacement facilities. The Customer acknowledges that the Transmitter cannot, where a connection authorization or other applicable authorization or approval issued by the Ontario Electrical Safety Authority is required in relation to the Customer's new, modified or replacement facilities, connect such facilities unless that connection authorization has been issued.
- 28.2.4. The Transmitter shall provide to the Customer such technical parameters as may be required to assist the Customer in ensuring that the design of the Customer's facilities shall be consistent with the requirements applicable to the Transmitter's transmission system as set out in this Agreement.
- 28.2.5. The Customer shall not make any modifications to its facilities of a type that is specified in section D.2 of Schedule D without the prior approval of the Transmitter.
- 28.2.6. Where the Transmitter considers that a type of modification that is not already specified in section D.2 of Schedule D is likely to have a material adverse effect on the Transmitter's transmission facilities, on the facilities of another of the Transmitter's customers or on the facilities of one of the Transmitter's neighbouring Ontario transmitters, the Transmitter shall so notify the Customer. The Parties shall then negotiate in good faith appropriate amendments to section D.2 of Schedule D.

PART TEN
SCHEDULE K

29. COMPLIANCE WITH SCHEDULE K

- 29.1. The Parties shall comply with their respective obligations under Schedule K.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

Name of Transmitter

Name of Customer

By: Name: _____

By: Name: _____

SCHEDULE A

SINGLE LINE DIAGRAM, DESCRIPTION OF THE CUSTOMER'S CONNECTION POINT(S) AND DETAILS OF SPECIFIC OPERATIONS

A.1. SINGLE LINE DIAGRAM AND CONNECTION POINT(S)

[to be inserted by the Parties]

A.2. LIST OF FACILITIES ON THE PROPERTY OF THE OTHER PARTY

A.2.1. The following Customer facilities are located on the Transmitter's site:

[to be completed by the Parties]

A.2.2. The following Transmitter's transmission facilities are located on the Customer's site:

[to be completed by the Parties]

A.3. TELEPHONE CONTACT

A.3.1. Either Party has the right to change the position designations and telephone numbers listed below with immediate effect at any time by notice in writing delivered to the other Party by fax or other telegraphic means. Any employee of a Party with apparent authority may deliver such a notice to the other Party.

A.4. OWNER AND OPERATING CONTROL

A.4.1. A Party may change its designated controlling authority set out below at any time during the term of the Agreement, subject to the following conditions:

(a) the Transmitter may change its designated controlling authority only for the Transmitter's transmission facilities;

Day to Day Operations

For the operation of the Transmitter's transmission facilities and the Customer's facilities.

	Transmitter	Customer
<u>Operating Contacts:</u>		
Position:		
Name:		
Location:		
Phone Number:		
Fax Number:		
<u>Outage Planning:</u>		
Position:		
Name:		
Location:		
Phone Number:		
Fax Number:		
Position:		
Name:		
Location:		
Phone Number:		
Fax Number:		

Notes:

Contract Administration for operating services

Transmitter	Customer
Position: Name: Location: Phone Number: Fax Number:	
Position: Name: Location: Phone Number: Fax Number:	
Position: Name: Location: Phone Number: Fax Number:	

A.4. OWNER AND OPERATING CONTROL

- A.4.1. A Party may change its designated controlling authority set out below at any time during the term of the Agreement, subject to the following conditions:
- (a) the Transmitter may change its designated controlling authority only for the Transmitter’s transmission facilities;
 - (b) the Customer may change its designated controlling authority only for the Customer;
 - (c) either Party shall notify the other in writing of any change in its designated controlling authority at least ten business days before implementing a change; and
 - (d) notification of any changes to the controlling authority shall be exchanged between the Transmitter and the Customer as follows:

Transmitter	The Customer
Director – Transmission Operations Division	General Manager [Appropriate level of Management to be identified by the Customer]
All affected Controlling Authorities and Transmission Operations Management Centre	All affected Controlling Authorities

- A.4.2. The Customer:
- (a) owns:
 - (b) has operating control of:

- A.4.3. The Transmitter:
- (a) owns:
 - (b) has operating control of:

A.5. Metering Facilities Diagram

This diagram is based on the protection, control, and metering diagram.

A.6. Normal Operations

This Schedule shall include Customer-specific Information during normal operations.

A.7. Emergency Operations

This Schedule would include Customer specific Information during Emergency operations.

A.8. Re-verification Schedules-Protection and Control (sample only)

A.8.1. A Customer shall re-verify its station protections and control systems that can impact on the Transmitter's transmission system. The verifications will generally be carried out during generation outages. Where this cannot be accommodated within the time periods required for NPCC reporting, an entry will be made in the "EXCEPTIONS TO THE MAINTENANCE CRITERIA FOR BULK SYSTEM PROTECTION". The target date for the completion of the program will be indicated.

A.8.2. Customer shall advise the Transmitter at least fourteen (14) business days' notice of its intention to conduct a re-verification test, so that the Transmitter's protection and control staff and system performance staff (if required) can observe:

- (a) re-verification of protection equipment settings specified in this Agreement;
- (b) relay recalibration;
- (c) test tripping of station breakers that impact on the Transmitter/Customer interface measurement and analysis of secondary AC voltages and currents to confirm measuring circuit integrity as well as protection directioning; and
- (d) measurement and analysis of secondary AC voltages and currents to confirm measuring circuit integrity.

Note: All tests must be coordinated and approved ahead of time through the normal outage planning process.

A.8.3. The following specific actions are required:

- (a) observe all station protections that trip and open the "enter the devices that interface with the Transmitter" for proper operation; and
- (b) confirm that settings approved by the Transmitter are applied to the following protections:
 - (i) over and under voltage;
 - (ii) transformer differential;
 - (iii) transformer phase and ground backup protection;
 - (iv) line protections;
 - (v) breaker or HVI failure protection; and
 - (vi) transfer and remote trip protections.

A.9. General Protections (sample only)

1. There are no line protections at Site.
2. Transformer faults are cleared by the high voltage (HV) and medium voltage (MV) breakers.
3. The transformer protection sends a block to the Transmitter's network transformer station or switching station to prevent out of zone tripping.
4. Breaker failure protection sends transfer trip and it is then cascaded to other stations.
5. Under Frequency Load Shedding relays that operate as follows:

[Set out Particulars]

A.10. Telecommunication Facility Details for Protection and Control Applications (sample only)**A.10.1. Telecommunication Medium**

The communication medium used will be two (2) leased telephone circuits from Bell Telephone and these circuits are the responsibility of the Customer

A.10.2. Types of Telecommunication Channels

2 Blocking Channels

2 Transfer Trip Channels

A.10.3. Ownership of Telecommunication Terminal Equipment

The terminal equipment located at a given facility is owned by the Customer. The communication medium (leased telephone circuits) is considered to be owned by the Customer. Therefore, the Customer is responsible for the restoration of the failed communication medium.

The terminal equipment located at a switching station is owned by the Transmitter.

A.10.4. Responsibility for Work and Costs Associated with Breakdown and Routine Maintenance

If maintenance is required on the terminal equipment located at the Customer's facility, the Customer will bear all incurred costs.

If maintenance is required on terminal equipment located at sites owned by the Transmitter, the Transmitter will bear all incurred costs.

If maintenance or repair is required on the leased telephone circuits, the Customer will incur all associated costs. These costs will include charges by Bell Telephone and the Transmitter if its personnel are required to participate in any of the related activities.

A.10.5. Reverification Schedule

Routine Maintenance on communication equipment and the communication channels must be performed every two years.

A.10.6. Inventory of Communication Equipment

The provision of spare communication equipment is the Customers' responsibility and will be located at its site.

A.10.7. Failure of Communication Equipment

If a communication failure affects either the transfer trip channels or the blocking channels; the Transmitter will decide whether or not the Customer should remain connected to the high-voltage system. The Transmitter must advise the Customer, through the appropriate communication protocol outlined in this code, of the situation, the choices available to the Customer and the risks involved. Since the Transmitter will take the decision according to its own interests, the Customer can choose to remain or separate from the high-voltage system at its own risk.

A.10.8. Mean Time for Repairs

The mean time for repairs will be within two working days, dependent on the availability of staff of Bell Telephone and the Transmitter.

A.10.9. Provision of Purchase Order by Customer to Transmitter

The Customer will provide the Transmitter's designated leader with a purchase order, so that the Transmitter may apply appropriate charges to the Customer.

**SCHEDULE B
TRANSMISSION SERVICES AND ASSOCIATED CHARGES**

- B.1. This Schedule applies where the Customer's facilities are connected to those of the Transmitter's transmission facilities that form part of the IESO-controlled grid.
- B.2. In this Schedule and in Attachment B1:
- (a) the terms "Delivery Point" and "Network Service" shall have the meaning given to them in the Transmitter's Rate Order; and
 - (b) the terms "Registered Wholesale Meter", "Metering Registry" and "Metering Service Provider" shall have the meaning given to them in the Market Rules.
- B.3. The Customer shall not be entitled to receive, and the Transmitter shall not be required to provide, any transmission services unless the Customer and the Customer's facilities comply with all applicable requirements of this Agreement and with all revenue metering and associated billing and settlement requirements of the Market Rules.
- B.4. Where the Customer wishes to obtain Export Transmission Service, the Customer shall arrange for and obtain that transmission service in accordance with the requirements of the Market Rules.
- B.5. Charges for transmission services provided to the Customer shall be determined and billed in accordance with the Transmitter's Rate Order and the Market Rules.
- B.6. Transmission service charges shall be paid by the Customer to the IESO in accordance with the Market Rules. A dispute related to an amount payable by the Customer to the IESO on account of transmission service charges that is subject to the dispute resolution provisions of the Market Rules shall be resolved in accordance with those provisions. Nothing in this section B.6 shall preclude a Customer from initiating a dispute under this Agreement in relation to the applicability of transmission service charges or the classification of transmission service charges.
- B.7. The Parties may agree to use Attachment B1 or an amended version of Attachment B1 in connection with the payment of transmission service charges.

Attachment B1

**Billing for Transmission Service Charges and Designation of Agent
(as permitted by section B.7 of Schedule B)**

As contemplated in the Transmitter's Rate Order, the IESO will submit invoices for transmission services to market participants that utilize Network Service or Export Transmission Service.

The Market Rules and the Transmitter's Rate Order require that transmission service charges payable by transmission customers shall be collected by the IESO. The billing and settlement processes used by the IESO are designed to collect transmission service charges from entities that are market participants,

using meter readings that are totaled and loss adjusted. The Customer shall ensure that any Registered Wholesale Meter used for the purposes of determining transmission service charges payable by the Customer satisfy the wholesale metering requirements and associated obligations specified in Chapter 6 of the Market Rules (including the appendices to that Chapter).

The Customer may wish to designate to another entity that is a market participant (referred to as the "Transmission Customer Agent") the responsibility for paying some or all of the transmission service charges payable by the Customer and the responsibility for satisfying the wholesale metering requirements and associated obligations specified in Chapter 6 of the Market Rules (including the appendices to that Chapter). Any such designation shall be made on the basis of delivery points and associated connection points with respect to which the Customer has transferred the obligations to the Transmission Customer Agent.

Where the Customer wishes to so designate another entity as its Transmission Customer Agent, the Customer and the Transmission Customer Agent shall sign the form set out below and return it to the Transmitter. Once the designation takes effect, the transmission service charges payable by the Transmission Customer Agent will be calculated by the IESO as though the Transmission Customer Agent were the Customer with respect to the designated connection points at the applicable delivery points. Except as otherwise provided in Schedule B, the demand designated to the Transmission Customer Agent by the Customer shall not be aggregated with any demand for which (a) the Customer retains the obligation to pay transmission service charges, (b) the Customer designates the obligation to another entity, or (c) another customer of the Transmitter designates the obligation to the Transmission Customer Agent.

Transmission Customer Designation Form

The undersigned Customer hereby transfers to the undersigned Transmission Customer Agent, and the undersigned Transmission Customer Agent hereby assumes and agrees to honour, all obligations and responsibilities for each Registered Wholesale Meter and the payment of transmission service charges associated with the connection points listed below. This transfer of obligations and responsibilities is in accordance with Schedule B of the Connection Agreement between the Customer and the Transmitter. The undersigned Transmission Customer Agent hereby agrees to register as a market participant with the IESO and to be subject to all of the requirements of the Market Rules for the purposes of payment of transmission service charges associated with the delivery points and associated connection points listed below. The Customer and the Transmission Customer Agent, as applicable, undertake to notify and oblige their respective Metering Service Provider(s) to ensure that the Metering Registry data maintained by the IESO in accordance with Chapter 6 of the Market Rules (including the appendices to that Chapter) is updated consistent with this designation.

List of delivery points and associated connection points for which obligations and responsibilities are transferred:

Delivery point	Description of associated connection points

<p><u>On Behalf of Customer</u></p> <p>Signed: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Business Name and Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><u>On Behalf of Transmission Customer Agent</u></p> <p>Signed: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Business Name and Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Received by Transmitter

Business Name: _____

Signed: _____

Title: _____

Date: _____

The designation contained herein shall become effective once the Metering Service Provider(s) for the Customer and the Transmission Customer Agent submit(s) the information required in accordance with the change management process for the Metering Registry maintained by the IESO.

**SCHEDULE C
CURE PERIODS FOR DEFAULTS**

- C.1. The Cure Period for a Financial Default shall be:
- (a) seven business days; or
 - (b) ten business days, where notice has been given to the Transmitter under section 19.4.1.
- C.2. The Cure Period for a Non-financial Default shall depend on the impact of the Non-financial Default, determined by the Non-defaulting Party as follows:

Impact of Default	Description	Cure Period
Safety - Immediate	A Non-financial Default that could result in immediate injury or loss of life (e.g., exposed wires, destroyed station fence, etc.).	Promptly
Safety - Potential	A Non-financial Default that could result in injury or loss of life if a single contingency were to occur (e.g., substandard grounding)	Promptly
Environment - Immediate	A Non-financial Default that could result in immediate adverse effects on land, air, water, plants, or animals	Promptly
Asset Integrity	A Non-financial Default that could adversely affect the ability of an asset to operate within prescribed ratings (voltage, thermal, short circuit) or be maintained to required standards for the purpose of prolonging the lifespan of the asset or satisfying safety or environmental requirements	Promptly
Environmental - Potential	A Non-financial Default that could, if a single contingency were to occur, result in adverse effects on land, air, water, plants, or animals	30 days
Power Quality	A Non-financial Default that could result in a variation in electric power service that could cause the failure or improper or defective operation of end-use equipment, such as voltage sag, overvoltage, transients, harmonic distortion and electrical noise	30 days

- C.3. Where a Non-financial Default can have more than one impact and the impacts have different Cure Periods, the shortest of the Cure Periods shall apply.

**SCHEDULE D
FAULT LEVELS AND MODIFICATIONS REQUIRING APPROVAL BY THE TRANSMITTER**

D.1. FAULT LEVELS

[to be completed by the Parties and updated as required, using Attachment D1 or an amended version of Attachment D1 if desired]

D.2. MODIFICATIONS REQUIRING APPROVAL BY THE TRANSMITTER

- D.2.1. In accordance with sections 28.2.5 and 28.2.6, the following modifications to the Customer's facilities may not be made by the Customer without the prior approval of the Transmitter:

[to be completed by the Parties]

Attachment D1

**Fault Levels
(as permitted by section D.1 of Schedule D)**

Tariff Delivery Point	Supply Voltage (kV)	Tx Connection Point Number	Tx Connection Point	Fault Level (kA)

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SCHEDULE E
GENERAL TECHNICAL REQUIREMENTS

1.1 Guidelines of Reliability Organizations

- 1.1.1. Customers and Transmitters shall follow all reliability organizations' standards as they may be amended from time to time.
- 1.1.2. The Transmitter shall provide to Customers upon request, the address and contact persons at the relevant reliability organization.

1.2 Isolation from the Transmission System

- 1.2.1. The Customer shall provide an isolating disconnect switch or device at the point or junction between the Transmitter and the Customer, i.e., at the point of the interconnection, which physically and visually opens the main current-carrying path and isolates the Customer's facility from the transmission system.
- 1.2.2. The isolating disconnect switch shall meet the following criteria:
 - 1.2.2.1. it shall simultaneously open all phases (i.e., group-operated open/close) to the connection;
 - 1.2.2.2. it shall be lockable in the open and closed positions;
 - 1.2.2.3. when the device is used as part of the HVI failure protection system, it shall be motor-operated and equipped with appropriate control circuitry; and
 - 1.2.2.4. it shall be suitable for safe operation under the conditions of use.

1.3 Protection and Control

- 1.3.1. The protection systems, which protects transmission system elements, shall be capable of minimizing the severity and extent of disturbances to the transmission system while themselves experiencing a first-order single contingency such as the failure of a relay protection system to operate or the failure of a breaker to trip. In particular:
 - 1.3.1.1. the elements designated by the Transmitter as essential to system reliability and security shall be protected by two protection systems. Each system shall be independently capable of detecting and isolating all faults on those elements. These elements shall have breaker failure protection, but breaker failure protection need not be duplicated. Both protection systems shall initiate breaker failure protection;
 - 1.3.1.2. to reduce the risk of both systems being disabled simultaneously by a single contingency, the protection system designs shall not use components common to the two systems;
 - 1.3.1.3. the use of two identical protection systems is not generally recommended, because it increases the risk of simultaneous failure of both systems due to design deficiencies or equipment problems;
 - 1.3.1.4. the protection systems shall be designed to isolate only the faulted element. For faults outside the protected zone, each protection system shall be designed either not to operate or to operate selectively in coordination with other protection systems;
 - 1.3.1.5. Customer protection settings for protections affected by conditions on the transmission system shall be coordinated with those of the transmission system;
 - 1.3.1.6. protection systems shall not operate to trip for stable power swings following contingencies that are judged by protection system designers as not harmful to the transmission system or its Customers;
 - 1.3.1.7. the components and software used in all protection systems shall be of proven quality for effective utility application and following good utility practice;
 - 1.3.1.8. critical features associated with the operability of protection systems and the high voltage interrupting device (HVI) shall be annunciated or monitored;
 - 1.3.1.9. the design of protection systems shall facilitate periodic testing and maintenance. Test facilities and procedures shall not compromise the independence of the redundant protection systems. Test switches shall be used to eliminate the need to disconnect wires during testing;
 - 1.3.1.10. the two protection systems shall be supplied from separate secondary windings on one voltage transformer or potential device and from separate current transformer secondary windings, i.e., from two separate current transformers;
 - 1.3.1.11. separately fused and monitored DC sources shall be used with the two protection systems. For all generating Facilities connected to the transmission system, two separate DC station battery banks shall be required to provide the required degree of reliability; and
 - 1.3.1.12. protection system circuitry and physical arrangements shall be designed to minimize the possibility of incorrect operations from personnel error.

- 1.3.2. Specific protection and control practices and equipment requirements are set out in Schedule G of this Agreement.
- 1.3.3. Transmitters and Customers should apply protection systems, using the typical tripping matrix for transmission system protection shown in Exhibit E.2, of this Schedule E.
- 1.4. Insulation Coordination**
- 1.4.1. Equipment connected to the transmission system shall be protected against lightning and switching surges. This shall include station shielding against direct lightning strokes, surge protection on all wound devices, and cable/overhead interfaces.
- 1.4.2. A tap connected to a shielded transmission circuit shall also be shielded.
- 1.4.3. The Transmitter shall review surge arrester ratings.
- 1.4.3.1. The Transmitter shall provide all relevant Information, e.g., ratings, to Customers upon request. The Transmitter, however is not responsible for the adequacy of design or correctness of the operation of any equipment or apparatus including the surge arrester(s).
- 1.5. Grounding**
- 1.5.1. Grounding installations shall be capable of carrying the maximum foreseeable fault current, for the duration of such fault currents, without risking safety to personnel that may be present on site when a fault occurs, damage to equipment, or interference with the operation of the transmission system.
- 1.5.2. Each transformer, switching, or generating station shall have a ground grid on which all metallic structures, metallic equipment and non-energized metallic equipment are solidly connected. The size, type and requirements for the ground grid are site-specific, depending on such factors as soil conditions, station size, and short-circuit level.
- 1.5.3. The Transmitter shall review the ground potential rise (GPR) study submitted by the Customer at the Customer's cost. The Customer shall comply with the Bell System Practices as they may be amended or modified from time to time and the IEEE standard 487 as it may be amended or modified from time to time for providing special high-voltage protection devices on metallic communication cables. The Transmitter assumes no responsibility for the adequacy of design or correctness of the operation of any equipment or apparatus associated with the Customer's installation.
- 1.5.4. The placement of any additional grounding points on the transmission system shall require the approval of the Transmitter. The Transmitter shall give its approval if it is satisfied that the reliability of its transmission system is not affected.
- 1.6. Telemetry, Monitoring, and Telecommunications**
- 1.6.1. Transmitters shall advise Customers of the performance and details of required telemetering facilities that serve them. Some requirements depend on the size and specific location of the connection to the transmission system. As a minimum, telemetry shall be required for the flow of real and reactive power through circuits and transformers, the voltages at selected points, and the status (open or closed) of switching elements.
- 1.6.2. A Transmitter may require a Customer to install monitoring equipment to track the performance of its facilities, identify possible protection system problems, and provide measurements of power quality. The responsibility for costs will be as determined by the Board. As required, the monitoring equipment shall perform one or several of the following functions:
- 1.6.2.1. sequence of events recording (SER) to record protection related events at a connection;
- 1.6.2.2. digital fault recording (DFR) to permit analysis of transmission system performance under normal and abnormal conditions; or
- 1.6.2.3. power quality monitoring (PQM) to record voltage transient surges, voltage sags and swells, voltage unbalance, supply interruptions, frequency variations and other voltage and current waveform monitoring.
- 1.6.3. Customers' telecommunications facilities shall be compatible with those of the Transmitter and have similar reliability and performance characteristics. At the Transmitter's discretion, some or all of the following functions may require telecommunication: protective relaying; system control and data acquisition (SCADA); voice communication; and special protection systems (e.g., generation rejection or runback).
- 1.6.4. Telecommunication facilities, design details, and performance requirements, associated with Customers' facilities, shall be provided at the Customer's expense.
- 1.6.5. The Customer shall bear all costs, without limitation, of providing the same telemetry data required under the Market Rules, associated with its facilities to the Transmitter and providing all required connection inputs to the Transmitter's disturbance-monitoring equipment, except:
- 1.6.5.1. where the connection inputs to the Transmitter's disturbance-monitoring equipment are of mutual benefit to the Customer and the Transmitter, in which circumstance the Customer and Transmitter shall share the cost of providing the data in proportion to the benefits received; or
- 1.6.5.2. where the connection inputs to the Transmitter's disturbance-monitoring equipment are required only for the Transmitter's benefit, in which case the transmitter shall pay all of the costs associated with providing the data.
- 1.7. Inspecting and Commissioning Procedures**
- 1.7.1. Customers shall ensure that any new or replacement equipment that they own is inspected and tested before initial connection to the transmission system. The initial verification tests shall confirm that the connection of the Customer's facility to the transmission system:

- 1.7.1.1. does not pose any safety hazards;
 - 1.7.1.2. does not adversely affect operation of the transmission system in a material manner; and
 - 1.7.1.3. does not violate any requirement of the Code or this Agreement.
- 1.7.2. The Transmitter has the right to inspect the Customer's facility and witness commissioning tests related to any new or replacement equipment that could reasonably be expected to adversely affect the transmission system. The initial verification shall include high-voltage interrupting devices, line disconnect switches, the line and bus connections from the dead-end structure to Customer's facility, power transformers, surge arresters, DC batteries, and station service systems, protection, metering, and communication systems. The Customer shall have the right to the inspection reports relating to such facility.
- 1.7.3. The Transmitter assumes no responsibility for the adequacy of design or correctness of the operation of any equipment or apparatus associated with the Customer's installation. The Transmitter shall notify the Customer of its findings regarding any potential problems or limitation of such equipment or apparatus owned by the Customer, without any responsibility.
- 1.7.4. The Customer shall advise the Transmitter of the commissioning program in writing, thirty business days before it proposes to begin the commissioning tests. The written notice shall include the connection commissioning schedule, the proposed test procedure, the test equipment to be used, and the transmission system conditions required, and also the name of the individual responsible for coordinating the proposed tests on the Customer's behalf.
- 1.7.5. Within fifteen business days of receiving the notice, the Transmitter shall notify the Customer that it:
- 1.7.5.1. agrees with the proposed connection commissioning program and test procedures; or
 - 1.7.5.2. requires changes in the interest of safety or maintaining the reliability of the transmission system, and that such changes shall be sent to the Customer promptly.
- 1.7.6. If the Transmitter requires changes, then the Parties shall act in good faith to reach agreement and finalize the commissioning program within a reasonable period.
- 1.7.7. The Customer shall submit the results of the commissioning tests to the Transmitter and must demonstrate that all its equipment complies with the Code and this Agreement.
- 1.7.8. If the commissioning test reveals non-compliance with one or more requirements of the Code or this Agreement, the Customer whose equipment was tested shall promptly meet with the Transmitter and agree on a process aimed at achieving compliance.
- 1.7.9. The Transmitter may withhold permission to complete the commissioning and subsequent connection of the Customer to the transmission system if the relevant equipment fails to meet any technical requirement stipulated in the Code or this Agreement.
- 1.7.10. All reasonable costs incurred or associated with Transmitter's witnessing of the verification tests shall be borne by the Customer.

1.8. Procedures for Maintenance and Periodic Verification







- 1.8.1. The Transmitter, using good utility practice, may specify the maintenance criteria and the maximum time intervals between verification cycles for those parts of Customers' facilities that may materially adversely affect the transmission system. The obligations for maintenance and performance re-verification shall be stipulated in the appropriate schedule to this Agreement.
- 1.8.2. Test switches shall be provided to isolate current and potential transformer input to the relays as well as a set of switches to isolate the relays tripping outputs from the power equipment control circuitry.
- 1.8.3. The reasonable cost of conducting maintenance and verification tests shall be borne by the Customer.
- 1.8.4. The Transmitter may appoint a representative to witness relevant maintenance and verification tests and the Customer shall permit the representative to be present while those tests are being conducted.
- 1.8.5. To ensure that the Transmitter's representative can witness the relevant tests, the Customer shall submit the proposed test procedures and a test schedule to the Transmitter not less than ten business days before it proposes to carry out the test. Following receipt of the request, the Transmitter may delay for technical reasons the testing for as long as ten business days. The Transmitter will use best efforts to make the required test date.
- 1.8.6. The reasonable costs associated with the witnessing of verification tests by the Transmitter's representative shall be borne by the Customer.
- 1.8.7. If a verification test reveals that the electrical equipment or protective relay system covered under the operations schedule does not comply with requirements, the Customer shall:
- 1.8.7.1. promptly notify the Transmitter of that fact;
 - 1.8.7.2. promptly advise the Transmitter of its proposed remedial steps and its timetable for their implementation;
 - 1.8.7.3. diligently undertake appropriate remedial work and provide the Transmitter with monthly reports on progress; and
 - 1.8.7.4. conduct further tests or monitoring on completing the remedial work, to confirm compliance with the relevant technical requirements.
- 1.8.8. The Transmitter's reasonable costs associated with witnessing the performance tests following remedial work shall be borne by the Customer.

- 1.8.9. Customers shall make their maintenance records and verification test results, including up-to-date as-built drawings, available to the Transmitter upon request.

SCHEDULE E (CONT'D)

Exhibit E.1 Protection System Symbols and Devices

Protection Systems - Symbols and Device Functions

51B	Transformer Phase Backup
50 / 51	Instantaneous / Timed Overcurrent
51V	Voltage Controlled Overcurrent
64	Line Ground Protection
79-25	Synchronizing Relay
A21 / B21	Line Phase Protection - A&B Group
A27 / B27	Undervoltage - A&B Group
A59 / B59	Overvoltage - A&B Group
A64-27 / B64-27	Ground Undervoltage - A&B Group
A64-59 / B64-59	Ground Overvoltage - A&B Group
A81U / B81U	Underfrequency - A&B Group
A81O / B81O	Overfrequency - A&B Group
A87 / B87	Transformer Differential - A&B Group
F	Failure Protection
L1, L2	Supply Line
T1, T2	Power Transformer
RT/TT	Remote or Transfer Trip for HVI Device Failure Protection
	Circuit Breaker
	Circuit Breaker with Reclosure
	HV Interrupting Device
	a) Circuit Breaker
	b) Circuit Switcher
	c) Vacuum Interrupter
	Motor Operated Disconnect Switch
	HV Transformer Bushing
	LV Transformer Bushing

SCHEDULE E (CONT'D)

Exhibit E.2 Typical Transmission System Protection Tripping Matrix

The following is a simplified tripping matrix showing the breakers that trip for different protection systems on the transmission system based on a single line supply to a Customer station or a transmitter's tapped transformer station operating, at the high voltage side, above 50 kV 50kV. The type of Customer (i.e., load or Generator) station configuration and other site-specific factors will influence the desired tripping matrix. The same approach can be applied to large 44-kV developments. In some applications, it may be desirable to trip the MV breaker for Line ZI/T operations instead of the HV Breaker.

PROTECTION FUNCTION	INITIATING PROTECTION							
	LINE ZI	LINE ZT	TTR LOCAL	XFRM	BUS	B/F HV	FRAME LEAK *	B/F MV
TRIP HV BREAKERS	T	T		T	T	T	T	T
HV BREAKER FAILURE	I	I		I	I			
HV AUTO-RECLOSE	C	C		C	C	C	C	C
BREAKERS			T	T	T	T	T	T
MV BREAKER FAILURE			I	I	I		I	
MV AUTO-RECLOSE					C	C	C	C
TTT	S					S	S	
OPEN XVR DISC				I				
TRIP ADJACENT HV ZONES								
TRIP ADJACEENT MV ZONES								

T - trip breakers
 I - initiate
 C - cancel
 S - send signal
 HV - high voltage

TTR/T - transfer trip receive/transmit
 ZI/T - impedance instantaneous/timed
 B/F - breaker failure
 MV - medium voltage

* - Frame leakage protection is normally associated with 500kV breakers

All transmission system elements, including breakers, in the zones of protection shall be fitted with redundant protection systems if devices operated at more than 50 kV, except as noted.

All breakers in the zone of protection that includes devices operated at more than 50 kV shall be fitted with the non-redundant breaker failure-protection systems. Transmission system reliability, as determined by the IESO, may require breaker failure protection on the transformer MV breaker.

The Customer must be able to isolate (self-contain) his internal problems without having a major impact on the transmission system. Under certain circumstances, HV breakers may not be required for load Customer step-down transformers, provided that a motorized disconnect switch and redundant communication channels and paths are provided to isolate the transformer at the terminal stations if a fault occurs in the transformer zone of protection.

Medium-voltage buses require either duplicated differential protection or a single differential protection with an overcurrent backup.

**SCHEDULE F
 ADDITIONAL TECHNICAL REQUIREMENTS**

1.1 Supply Considerations

- 1.1.1 A high-voltage interrupting device (HVI) shall provide a point of isolation for the Generator's station from the transmission system. HVIs shall be provided with appropriate back-up protection. The HVI shall be a circuit breaker unless the Transmitter authorizes another device.
- 1.1.2 The HV side of the Generator's transformer shall be protected by surge arresters.
- 1.1.3 All protection systems shall be redundant and be complete with separate trip auxiliary relays and separately fused DC supplies.
- 1.1.4 The standard transformer winding connection for large Generators is LV delta – HV wye. Any other winding connections shall require the approval of the Transmitter. The Transmitter shall give its approval if it is satisfied that the reliability of its transmission system is not affected.
- 1.1.5 The method of grounding the neutral of all power transformer primary windings shall require the approval of the Transmitter. The Transmitter shall give its approval if it is satisfied that the reliability of its transmission system is not affected.

1.2 Typical Generator Protection

- 1.2.1 The typical technical requirements for Generator protection should be followed, as set out in Exhibit E.1 of Schedule E and Exhibits F.1 and F.2 of this Schedule F.
- 1.2.2 The typical Generator protections used are shown in Exhibit F.3 of this Schedule F.

1.3 Protection against Internal Faults

- 1.3.1 The Generator shall provide a protection package to detect and isolate faults on its equipment as required by the Transmitter to respect the stability and reliability of the transmission system, equipment ratings, and safety requirements.
- 1.3.2 Transmission system reliability may require two transformer differential protections (A87, B87) and low-voltage breaker failure protection, as shown in Exhibit F.2 of this Schedule F.
- 1.3.3 When two transformer differential protections are not required, one transformer differential and one overcurrent protection shall suffice. The timing of this overcurrent protection shall not exceed 1.6 seconds. The Customer shall coordinate all its internal overcurrent protections.

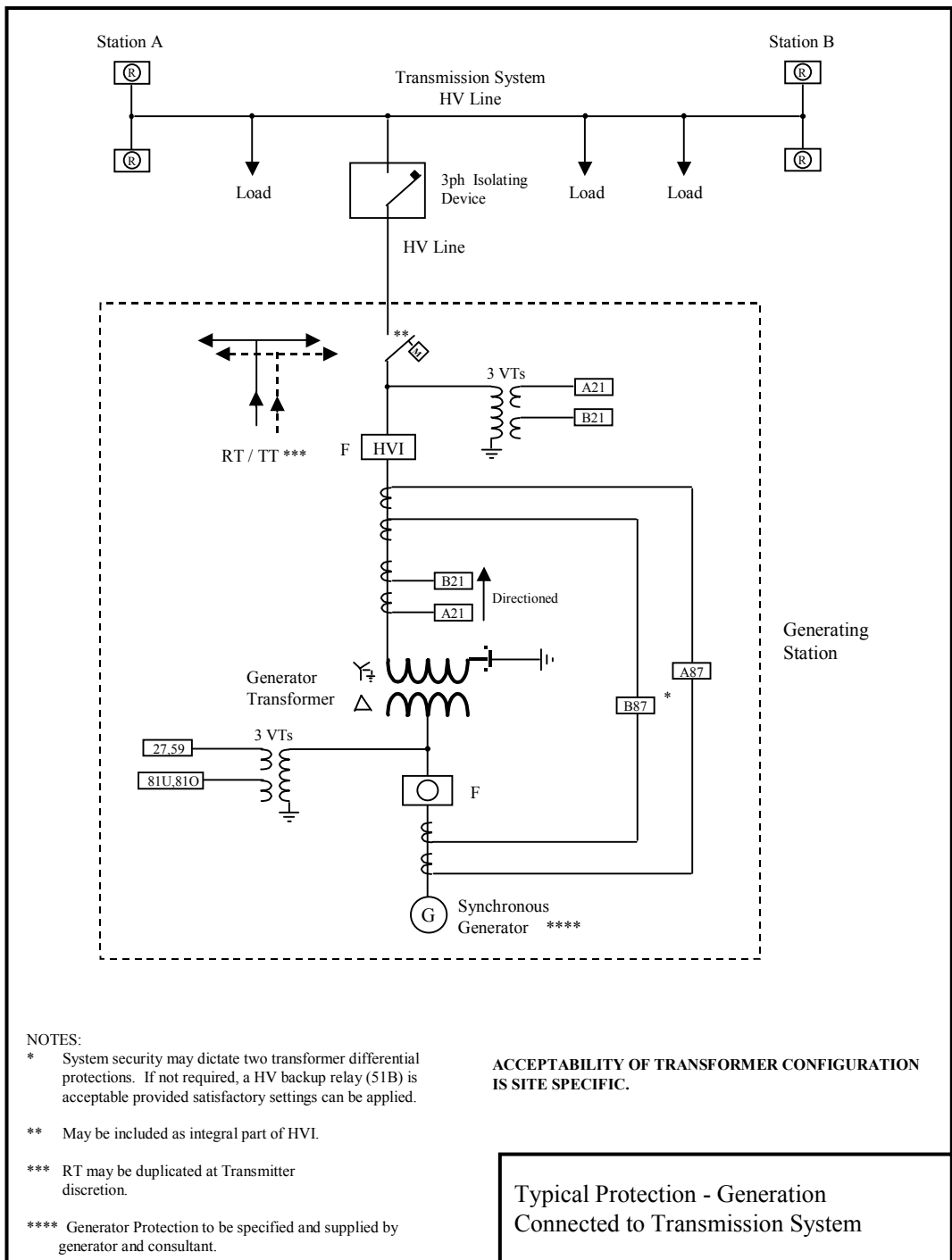
1.4 Protection against External Faults

- 1.4.1 The technique used for ground detection varies according to and depends on the type of winding configuration chosen for the power transformer.
 - 1.4.1.1 if the transformer is connected ungrounded wye or delta on the primary, then ground undervoltage (64-27) and ground overvoltage (64-59) protections as shown in Appendix 11 are required to detect ground faults.
 - 1.4.1.2 where the Transmitter has accepted a solidly grounded wye connection on the primary (Yg/D or Yg/Yg), ground overcurrent (64) protection(s) in the transformer neutral may be used to detect ground faults, as shown in Exhibit G.2 of Schedule G.
- 1.4.2 Typical protections that may be installed are: Distance Instantaneous and Timed (21), Phase Directional Overcurrent (67), Voltage Restrained Overcurrent (51V), Overcurrent (50/51), and Undervoltage (27), as shown in Exhibits F.1 and F.2 of this Schedule F.
- 1.4.3 To provide reliable phase-fault detection, the timed distance protection shall overreach the apparent impedance of the transmission line.
- 1.4.4 A remote/transfer trip system may be required to trip one or more breakers at the Generator's station or to trip breakers at a remote station.
 - 1.4.4.1 generator protections that initiate opening of the remote supply breakers on the transmission system shall at the same time initiate opening of the main transformer high-voltage disconnect switch or line disconnect switch.
 - 1.4.4.2 a signal that opens remote breakers on the transmission system shall be automatically removed when the main transformer disconnect switch or line disconnect switch opens. The signal shall only "seal-in" if the disconnect switch fails to open.
 - 1.4.4.3 for DC remote tripping or transfer tripping, Generators shall provide all necessary equipment associated with two monitored teleprotection channels of adequate conductance between the Customer's station and one of the Transmitter's terminal stations or tapped stations. Normally two circuits in the same cable would be acceptable, but to satisfy transmission system requirements, two separate cables following separate routes may be required. Generators shall use relays and associated equipment following good utility practice guidelines and are compatible with the Transmitter's remote trip or transfer trip equipment.
- 1.4.5 The protective setting to detect islanding/abnormal condition for smaller Generators shall be different from that used for larger Generators.
 - 1.4.5.1 protections that may be required to detect islanding/abnormal conditions include, but are not limited to, Overvoltage (59), Undervoltage (27), Voltage balance (60), Overfrequency (81 O), and Underfrequency (81 U), as shown in Exhibits F.1 and F.2 of this Schedule F.
 - 1.4.5.2 the frequency-protection settings on larger generating units shall coordinate with the provincial load-shedding system and with requirements of reliability organizations.
- 1.4.6 Blocking relays (21 BL) with remote signal-sending auxiliaries at the generating station and receiving auxiliaries at the transmission (terminal) station(s) may be required to prevent the Transmitter's distance relays from operating due to faults on the Generator's low-voltage bus. Communication media between the stations, similar to a single remote/transfer trip channel, would then be required for the blocking system, to prevent incorrect relay operation for this condition.

1.5 Autoreclosure and Manual Energization

- 1.5.1 The Generator shall provide suitable equipment to protect its plant and equipment for any conditions on the transmission system such as reclosing, faults, and voltage unbalance.
- 1.5.2 Following a protection operation on a transmission line, the transmission breakers, located mainly in network switching and/or transformation stations, shall autoreclose after a certain time delay. Where the Generator is directly connected to the transmission line, or for configurations where the Generator could be damaged by autoreclosure of the line, the Generator shall provide a reliable means of disconnecting its equipment before autoreclosure. The Generator is responsible for protecting its own equipment and the Transmitter is not liable for damage to the Generator's equipment except as stipulated in section 15 of this Agreement. The Generator may request a means of supervising the transmission autoreclosure prior to the disconnection of its equipment e.g. changes in protection logic at one or both stations to reduce the risk of such events. The criteria governing the use of reclosures are set out in the Ontario Hydro "Policies, Principles & Guidelines" document "C-3.4.1(R1), Automatic Reclosure and Manual Energization on Bulk System Electricity Circuits", which was in effect as of April 1, 1999.
- 1.5.3 A Generator's transmission system breaker shall not autoreclose without the Transmitter's approval.
- 1.5.4 Manual energization of a Transmitter's line by a Generator's facilities is permitted only under the Transmitter's direction.

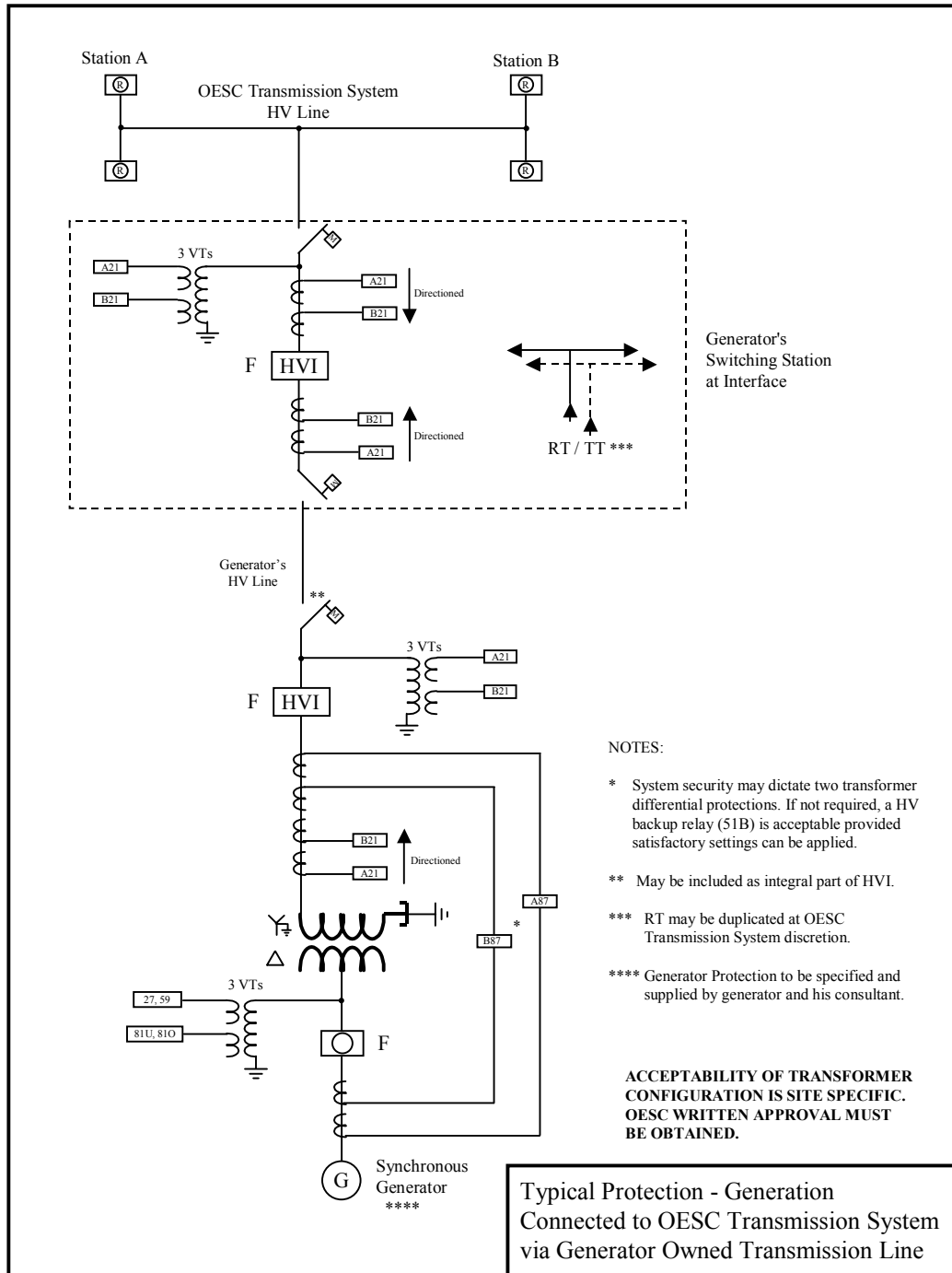
EXHIBIT F.1 **SCHEDULE F (CONT'D)**
TYPICAL GENERATOR PROTECTION REQUIREMENTS



SCHEDULE F (CONT'D)

EXHIBIT F.2

TYPICAL GENERATOR-OWNED TRANSMISSION LINE PROTECTION REQUIREMENTS



SCHEDULE F (CONT'D)

EXHIBIT F.3

TYPICAL GENERATOR PROTECTIONS

The following are typical Generator protections. The actual ones are to be specified and supplied by the Generator and his consultants. The Transmitter will be interested in the capabilities and settings of the frequency protections and voltage protections. The settings of the frequency protections on large units must comply with NPCC performance requirements. All protections settings must be submitted to the Transmitter and the IESO.

Typical Protections

Thermal Units	Protections	Hydraulic Units	Protections
Differential	A87,B87	Differential	A87,B87SP
Stator Ground	A64N,B64N	Stator Ground	A64N,B64N
Loss of Excitation	A40,B40	Loss of Excitation	B40
Phase Unbalance	A46,B46	Phase Unbalance	A46
Over/under frequency	B81H,B81L	Overvoltage	A59
Over/under excitation	A59H,A59L	Phase Backup	B21B
Out-of-step	B21	Over/under frequency	B81H,B81L
Low Forward Power	A32,B32	Condense-to-Generate	B81-83
Sup Start Phase	A50S		
Sup Start Ground	A64S		
U/F Supervision	A81S		
Speed Switch	A14S		

SCHEDULE G

PROTECTION SYSTEM REQUIREMENTS

- 1.1 Telecommunications
 - 1.1.1 The telecommunication facilities, used for protection purposes, shall have a level of reliability consistent with the required performance of the protection system.
 - 1.1.2 Transmitters shall specify telecommunication channel media and protective systems.
 - 1.1.3 Telecommunication circuits used for the protection and control of the transmission system shall be dedicated to that purpose.
 - 1.1.4 Where each of the dual protections protecting the same system element requires communication channels, the equipment and channel for each protection shall be separated physically and designed to minimize the risk that both protections might be disabled simultaneously by a single contingency.
 - 1.1.5 Telecommunication systems shall be:
 - 1.1.5.1 designed to prevent unwanted operations such as those caused by equipment or personnel;
 - 1.1.5.2 powered by the station's batteries or other sources independent from the power system; and
 - 1.1.5.3 monitored in order to assess equipment and channel readiness.
 - 1.1.6 Major disturbances caused by telecommunication failures shall have annual frequency of less than 0.002 per year from the dependability aspect and less than 0.002 per year from the security aspect.
 - 1.1.7 Telecommunication protection for a single transmission system circuit shall have an unavailability less than forty two (42) minutes per year, and for two circuits it shall be less than four (4) minutes per year.
 - 1.1.8 The telecommunication false-trip rate used as part of a protection system for a single transmission system circuit shall be not more than 0.1 false trips per year, and for two circuits it shall be not more than 0.001 false trips per year.
 - 1.1.9 Total transmission system circuit trips coincident with telecommunications failure shall be not more than 0.001 per year.
- 1.2 **Test Schedule for Relaying Communication Channels**
 - 1.2.1 Communication channels associated with protective relaying shall be tested at periodic intervals to verify that the channels are operational and that their characteristics lie within specific tolerances. The testing consists of signal adequacy tests and channel performance tests.
 - 1.2.1.1 Signal adequacy test intervals are:
 - 1.2.1.1.1 Channels - for Protection (unmonitored) at one (1)-month intervals; and
 - 1.2.1.1.2 Channels - for Protection (monitored) at twelve (12)-month intervals.

- 1.2.1.2. Channel performance testing on leased communication circuits shall be conducted at 24-month intervals, while intervals for testing power line carrier equipment shall be equipment-specific.

1.3. Verification and Maintenance Practices

- 1.3.1. Customers shall perform routine verifications of protection systems on a scheduled basis in accordance with applicable reliability standards. The maximum verification interval is four years for most 115-kV elements, most transformer stations, and certain 230-kV elements and two years for all other high-voltage elements. All newly commissioned protection systems shall be verified within six months of the initial in-service date of the system.
- 1.3.2. Routine verification shall ensure with reasonable certainty that the protections respond correctly to fault conditions.
- 1.3.3. An electrically initiated simulated-fault clearing check is mandatory to verify new protections, after any wiring or component changes are made to a protection, and for routine verification of a protection.
- 1.3.4. Customers shall ensure that the functional testing of protection and metering can be properly performed and that all verification readings are obtainable.
- 1.3.5. The Transmitter shall co-ordinate the initial verification upon receipt of the approved and final set of drawings. The initial verification shall be used during the final commissioning phase of the station and shall be used as a basis for future periodic verifications.
- 1.3.6. Transmitters and Customers shall agree upon the final functional test procedures before the tests begin. If they cannot agree, the supply or continuity of supply shall depend on the performance of the tests that the Transmitter shall require.
- 1.3.7. Before the initial functional tests are performed, the Customer shall supply the Transmitter with written documentation that shall readily provide confirmation that appropriate verifications have been completed and that all calibrations, tests, etc., have been performed. For components that may affect the transmission system (such as relays, meters, etc.), the Customer must satisfy the Transmitter that the proper settings have been applied.
- 1.3.8. Customers shall make available to the Transmitter records of relay calibrations and protection verifications, so that records of the facility's performance can be maintained. The specific records required shall be identified in this Agreement.

1.4. Functional Tests and Periodic Verification

- 1.4.1. Upon verification that the Customer's static tests on protection and control equipment, outlined in the Code and this Agreement, have been satisfactorily completed, a series of tests shall be performed with the equipment in a dynamic mode. These tests shall ensure that the equipment performs correctly when it should and also that it will not operate improperly.
- 1.4.2. These tests are here described only in general terms, since the specific tests to be performed will differ depending on the particular station configuration, the components or equipment used, and the design philosophy of the circuitry.
- 1.4.3. For DC circuitry checks, the logic of the auxiliary circuitry shall be thoroughly checked with the DC applied and the initiating devices suitably energized to initiate the process. When primary relays are the initiating device, the initiation shall be achieved by secondary injection of appropriate electrical quantities to the measuring elements. In certain cases where the sequence of operation is critical, monitoring by a portable sequence-of-events recorder may be required for proper analysis. Operation/tripping of all interrupting/isolating devices shall always be verified, as well as annunciation and target operation.
- 1.4.4. "On potential" checks shall follow all necessary preliminary procedures. The main equipment shall be energized but not placed on load. The Customer shall check all readings of potentials, including determination of correct phasing/phase rotation. The test must also demonstrate that all equipment performs as expected when energized and is in condition to have primary load applied.
- 1.4.5. Customers shall make "On-Load" checks following the application of appropriate load, voltage, current, phase angle or crossed wattmeter readings at the appropriate instrument transformer outputs or protection input points, to ensure that all quantities are appearing as required with respect to magnitude, phase relation, etc. These checks are to determine that relays are properly connected and that the watt and var checks of all indicating and referenced equipment are correct. At times it may be necessary to repeat some or all tests, e.g., relay performance, using load currents.

1.5. Failure Protection for High-Voltage Interrupting Devices (HVIs)

- 1.5.1. Provisions shall be made to clear the fault in case the HVI fails to isolate the fault. The requirements for HVI failure protection vary depending on the maximum permissible fault duration and the location of the connection on the transmission system. Some portions of the transmission system are designed and operated to more stringent requirements to avoid adversely affecting neighbouring transmission systems.
- 1.5.2. In general, the transmission system will require the HVI failure protection to be achieved by using remote or transfer trip circuits.
- 1.5.3. In portions of the transmission system having less stringent requirements, the HVI failure protection may be achieved by opening the motor-operated disconnect switch. If the disconnect switch experiences a flashover, the line protection at the transmission station(s) shall operate to isolate the fault.
- 1.5.4. Automatic ground switches are not acceptable for any new installations for triggering line protection operation following the failure of a HVI.
- 1.5.5. When circuit switchers are used, the interrupter and disconnect switch shall operate independently. Protections that trip the interrupter shall simultaneously initiate opening of the disconnect switch.

- 1.5.6. The DC voltage supplied to the interrupter and disconnect switch shall be fed from separately fused and monitored DC supplies: that is, by two (2) DC cables to the control cabinet.

1.6. Instrument Transformers

- 1.6.1. Current transformer output shall remain within acceptable limits for all anticipated fault currents and for all anticipated burdens connected to the current transformer.
- 1.6.2. Current transformers shall be connected so that adjacent relay protection zones overlap.
- 1.6.3. Voltage transformers and potential devices shall have adequate volt-ampere capacity to supply the connected burden while maintaining their accuracy over the specified primary voltage range.
- 1.6.4. For each independent protection system, separate current and voltage transformer or potential device secondary windings shall be used, except on low-voltage devices.
- 1.6.5. Interconnected current transformer secondary wiring and voltage transformer secondaries shall each be grounded at only a single point.

1.7. Battery Banks and Direct Current Supply

- 1.7.1. The Customer shall ensure that if either the battery charger fails or the AC supply source fails, the station battery bank shall have enough capacity to allow the station to operate for at least eight hours for a single battery system or at least six hours for each of the batteries in a two battery system.
- 1.7.2. Critical DC supplies shall be monitored and annunciated such as relay protection circuits and high voltage interrupters (HVIs).
- 1.7.3. For all generating facilities connected to the transmission system, two separately protected (fuse/breaker) and monitored DC station battery systems are required.
- 1.7.4. For tap transformer stations, one protected (fuse/breaker) monitored DC station battery system is required unless two systems are specified by the Transmitter.
- 1.7.5. Where two battery systems are required, there shall be a battery transfer scheme.
- 1.7.6. Where the use of a single battery system is allowed, the following conditions shall be met:
- 1.7.6.1. it can be tested and maintained without removing it from service;
- 1.7.6.2. each protection system shall be supplied from physically separated and separately fused direct current circuits; and
- no single contingency other than failure of the battery bank itself shall prevent successful tripping for a fault.

SCHEDULE H

FACILITIES DEEMED COMPLIANT AND OBLIGATION TO COMPLY

H.1. IDENTITY OF DEEMED COMPLIANT FACILITIES

- H.1.1. The following Customer facilities are deemed compliant in accordance with section 4.6.1 of the Code:

[to be completed by the Parties, including identity of the facilities and the extent of non-compliance]

- H.1.2. The following Transmitter's transmission facilities are deemed compliant in accordance with section 4.6.1 of the Code:

[to be completed by the Parties, including identity of the facilities and the extent of non-compliance]

H.2. COMING INTO COMPLIANCE

- H.2.1. The Transmitter may, where the Board has approved its rules and procedures referred to in section 4.6.3 of the Code, require that some or all of the Customer's facilities to which section 4.6.1 of the Code applies be brought into actual compliance with the basic general performance standards and technical requirements set out in the Code, including in Appendix 2. The Transmitter may impose this requirement in relation to such facilities whether or not they are identified in section H.1.1. The Transmitter may impose this requirement only:
- (a) in relation to that portion of the Customer's facilities in respect of which the Transmitter has made a determination referred to in section 4.6.2 of the Code; and
- (b) in accordance with the Transmitter's Board-approved rules and procedures referred to in section 4.6.3 of the Code.
- H.2.2. The Customer shall, upon being required by the Transmitter to do so under section H.2.1, bring its facilities into actual compliance with the basic general performance standards and technical requirements set out in the Code, including in Appendix 2, to the extent required by the Transmitter and in accordance with the rules and procedures referred to in section H.2.1(b). Responsibility for the costs of bringing such facilities into actual

compliance shall be determined in accordance with the Transmitter's Board-approved rules and procedures referred to in section 4.6.3 of the Code.

- H.2.3. Where Customer facilities are brought into actual compliance under section H.2.2, the Parties shall amend section H.1.1 as required.
- H.2.4. Where the Transmitter's transmission facilities are brought into actual compliance, the Parties shall amend section H.1.2 as required.

SCHEDULE I

EXCHANGE OF INFORMATION

I.1. INFORMATION TO BE PROVIDED BY THE TRANSMITTER

I.1.1. Subject to section I.1.2, the Transmitter shall, at the Customer's request, provide the following information to the Customer provided that such information is available at the relevant time:

- (a) feeder amperes per phase;
- (b) bus voltage;
- (c) real and reactive power flow per feeder (where available; otherwise per bus level);
- (d) feeder breaker open/close status;
- (e) feeder breaker recloser blocked/not blocked status;
- (f) bus tie breaker open/close status;
- (g) capacitor bank breaker open/close status; and
- (h) transformer/bus breaker open/close status.

I.1.2. The Customer shall be entitled to the information referred to in section I.1.1 only to the extent that:

- (a) the information relates specifically to the connection of its own facilities;
- (b) the information is relevant to the connection of its own facilities; and
- (c) the Transmitter is not prohibited by its confidentiality obligations as set out in the Code or its licence from providing that information to the Customer.

I.1.3. The Transmitter shall provide the Customer with the following additional information:

- (a) at the Customer's request, a "relay and breaker trip report" for any operation of a breaker or transfer trip relay and that includes the date and time of the breaker or transfer trip operation and reclose or close, the cause of the incident if known and the quantity of load lost;
- (b) megawatt and megavar readings, excluding revenue-metered quantities; and
- (c) [any additional information items as determined by the Parties to be required based on site specific considerations]

I.1.4. A Transmitter may provide information under section I.1.1 or I.1.3 by means of posting the information on a website that is dedicated to the Customer.

I.2. INFORMATION TO BE PROVIDED BY THE CUSTOMER

I.2.1. To the extent that it has not already been provided to the Transmitter, the Customer shall provide the Transmitter with the same technical information provided to the IESO during any connection assessment and facility registration processes associated with the Customer's facilities or any new, modified or replacement Customer Facilities. Such information shall be provided in the form outlined in the applicable sections on the IESO's public website.

I.2.2. The Customer shall provide the Transmitter with updated versions of the technical information referred to in section I.2.1 in the event of a material change in such information.

I.2.3. The Customer shall provide the Transmitter with such information as the Transmitter may reasonably require in order to perform a Customer Impact Assessment.

I.2.4. To the extent that it has not already been provided to the Transmitter under another section of this Agreement or is not reasonably expected to already be known by the Transmitter, the Customer shall provide the Transmitter with the date and time at which the Customer's facilities are connected or reconnected to, or disconnected from, the Transmitter's transmission facilities.

I.2.5. The Customer shall notify the Transmitter in the event that its facilities are not being operated or maintained in accordance with the requirements of this Agreement.

I.2.6. The Customer shall provide the Transmitter with the following additional information:

- (a) the date and time at which any of the Customer's supply circuit breakers or high voltage interrupting switches automatically trips;
- (b) information pertaining to the operation of any of the Customer's automatic protective relays that has an impact on the Transmitter's transmission facilities;
- (c) changes in the Customer's operating setup or operating diagrams relative to the information contained in Schedule A or any updates or amendments thereto;
- (d) at the Transmitter's request, line and load data required for protective relay settings;
- (e) at the Transmitter's request, protective relay settings on equipment protection systems; and
- (f) at the Transmitter's request, annual facility performance data as may be required to enable the Transmitter to meet its reporting obligations to any reliability organization.

I.3. INFORMATION TO BE PROVIDED BY EITHER PARTY

I.3.1. Each Party shall provide the other with the following information:

- (a) any temporary or permanent changes in the configuration of the Party's facilities that may affect the security of those facilities, load distribution, protective relay settings or other parameters;
- (b) details of defective equipment or hazardous conditions that may become known to the Party's Controlling Authority but not to the Controlling Authority of the other Party;
- (c) planned changes in the Party's facilities that affect the operation of those facilities; and
- (d) such other information as the other Party may reasonably require for the purpose of fulfilling its obligations under this Agreement.

I.3.2. Where applicable, the Parties shall amend Schedule A to reflect any information provided by a Party to the other under this Schedule.

SCHEDULE J

CONTACTS FOR PURPOSES OF NOTICE

[To be completed by the Parties]

SCHEDULE K

SPECIAL PROVISIONS

K.1. LIABILITY

- K.1.1. Despite section 15.1.2 but subject to sections K.1.2 and K.1.3, where the Customer uses the Transmitter's breakers as HV interruption devices or for the purpose of synchronizing the Customer's facilities to the Transmitter's transmission system, the Transmitter shall not be liable to the Customer for any damage arising out of such use, even where such damage is arises out of the negligence or willful misconduct of the Transmitter.
- K.1.2. Subject to section K.1.4, where damage occurs to the Customer's main output transformer ("MOT") due to the negligence or wilful misconduct of the Transmitter, the Transmitter shall be liable to the Customer in an amount equal to:
- (a) the cost of repairing the MOT; or
 - (b) the cost replacing the MOT,
 - (c) whichever is the lower.
- K.1.3. Subject to section K.1.4, where damage occurs to the Customer's electrical equipment upstream of the Customer's MOT but within the powerhouse due to the negligence or wilful misconduct of the Transmitter, the Transmitter shall be liable to the Customer in an amount equal to 45% of the Customer's Party Losses associated with such damage.
- K.1.4. In no event shall the Transmitter be liable to the Customer under section K.1.2 or K.1.3 in an amount greater than \$25 million for any event of negligence or wilful misconduct by the Transmitter. The Parties agree that this limitation of liability applies whether the damage suffered by the Customer is covered under section K.1.2, section K.1.3 or both.
- K.1.5. This section K.1 shall cease to apply in relation to any Party Losses suffered by the Customer that arise out of the negligence or wilful misconduct of the Transmitter on or after the date on which the Customer ceases to use the Transmitter's breakers as HV interruption devices or for the purposes of synchronizing the Customer's facilities to the Transmitter's transmission system.

K.2. CUSTOMER-OWNED BREAKERS

- K.2.1. Within five years of the date of coming into force of this Agreement, the Parties shall conduct and complete studies concerning the installation by the Customer of its own breakers for HV interruption and for the purposes of synchronizing the Customer's facilities to the Transmitter's transmission system. The Parties shall then determine whether the installation of additional breakers by the Customer is warranted, and shall advise the Board of such determination.
- K.2.2. Responsibility for any incremental costs incurred by the Transmitter as a result of the Customer not having its own breakers for HV interruption or for the purposes of synchronizing the Customer's facilities to the Transmitter's transmission system shall be determined by the Board.

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VERSION A - FORM OF CONNECTION AGREEMENT
FOR LOAD CUSTOMERS**

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**APPENDIX 1
VERSION A - FORM OF CONNECTION AGREEMENT
FOR LOAD CUSTOMERS**

This Connection Agreement is made this ___ day of _____, _____,

BETWEEN

_____, a *[insert form of business organization]* duly *[incorporated/formed/registered]* under the laws of *[insert jurisdiction]* (the "Transmitter")

AND

_____, a *[insert form of business organization]* duly *[incorporated/formed/registered]* under the laws of *[insert jurisdiction]* (the "Customer")

(each a "Party" and collectively the "Parties")

RECITALS

WHEREAS the Customer has connected or wishes to connect its facilities to the Transmitter's transmission system.

AND WHEREAS the Transmitter has connected or has agreed to connect the Customer's facilities to its transmission system.

AND WHEREAS in accordance with its licence and the Market Rules the Transmitter has agreed to offer, and the Customer has agreed to accept, transmission service in relation to the Customer's facilities.

NOW THEREFORE in consideration of the foregoing, and of the mutual covenants, agreements, terms and conditions herein contained, the Parties, intending to be legally bound, hereby agree as follows:

**PART ONE
GENERAL**

2. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

1.1.1 "Agreement" means this connection agreement and all of the Schedules;

1.1.2 "Code" means the Transmission System Code issued by the Board and in effect at the relevant time;

1.1.3 "Confidential Information" in respect of a Party means (a) information disclosed by that Party to the other Party under this Agreement that is in its nature confidential, proprietary or commercially sensitive and (b) information derived from the information referred to in (a), but excludes information described in section 21.1;

1.1.4 "Controlling Authority" in respect of a Party means the person appointed by that Party as responsible for performing, directing or authorizing changes in the condition or physical position of electrical apparatus or devices;

1.1.5 "Cure Period" means the period of time given to a Defaulting Party for the purposes of remedying an Event of Default, determined in accordance with section 19.2.1;

1.1.6 "Default Notice" has the meaning given to it in section 19.1.1;

1.1.7 "Defaulting Party" means a Party in relation to whom an Event of Default has occurred or is occurring;

1.1.8 "End of Cure Period Notice" has the meaning given to it in section 19.2.3;

1.1.9 "Event of Default" means a Financial Default or a Non-financial Default;

1.1.10 "Export Transmission Service" has the meaning given to it in the Transmitter's Rate Order;

1.1.11 "Financial Default" in respect of a Party means a failure by that Party to pay an amount to the other Party when due under this Agreement, including failure to pay compensation or indemnification for loss or damage agreed to by the Parties or for amounts determined to be owed to a Party as a result of the settlement or resolution of a dispute arising under this Agreement;

1.1.12 "Force Majeure Event" in respect of a Party means any event or circumstance, or combination of events or circumstances: (a) that is beyond the reasonable control of that Party; (b) that adversely affects the performance by the Party of its obligations under this Agreement; and (c) the adverse effects of which could not have been foreseen and prevented, overcome, remedied or mitigated in whole or in part by the Party through the exercise of due diligence and reasonable care, provided however that the lack, insufficiency or non-availability of funds shall not constitute a Force Majeure Event;

- 1.1.13. "Insolvency/Dissolution Event" in respect of a Party, means any of the following:
- (a) in the case of a voluntary insolvency/dissolution, if the Party shall (i) apply for or consent to the appointment of a receiver, receiver/manager, interim receiver, trustee, administrator, or liquidator (or person having a similar or analogous function under the laws of any jurisdiction) of itself or of all or a substantial part of its assets; (ii) be unable, or state or admit in writing its inability or failure, to pay its debts generally as they become due; (iii) make a general assignment for the benefit of its creditors, or make or threaten to make a sale in bulk of all or a substantial part of its assets; (iv) commit an act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or under any existing or future law relating to bankruptcy and insolvency; (v) commence any proceeding or other action under any existing or future law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, moratorium, winding up, liquidation, dissolution, composition, compromise or other relief with respect to it or its debts or an arrangement with creditors, or file an answer admitting the material allegations filed against it in any bankruptcy, insolvency, or reorganization proceeding; or (vi) take any corporate action for the purpose of effecting any of (i) to (v);
 - (b) in the case of an involuntary insolvency/dissolution, if any proceeding or other action shall be instituted in any court of competent jurisdiction seeking in respect of the Party or of all or a substantial part of its assets (i) an adjudication in bankruptcy or for reorganization, dissolution, winding up or liquidation; (ii) a composition, compromise, arrangement or moratorium with its creditors, or other relief with respect to it or its debts; (iii) the appointment of a trustee, receiver, receiver/manager, interim receiver, administrator or liquidator (or person having a similar or analogous function under the laws of any jurisdiction); or (iv) any other similar relief under any existing or future law relating to bankruptcy, insolvency, reorganization or relief of debtors;
 - (c) an application is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Party, except as part of a bona fide corporate reorganization; or
 - (d) the Party is wound up or dissolved, except as part of a bona fide corporate reorganization, unless the notice of winding up or dissolution is discharged;
- 1.1.14. "Lender" in respect of a Customer means a bank or other entity whose principal business is that of a financial institution and that is financing or refinancing the Customer's facilities;
- 1.1.15. "Non-defaulting Party" means a Party that is not experiencing an Event of Default;
- 1.1.16. "Non-financial Default" in respect of a Party means any of the following:
- (a) any breach of this Agreement by that Party, other than a breach that constitutes a Financial Default;
 - (b) the licence (if any) of the Party is suspended, withdrawn or revoked or expires without being replaced; or
 - (c) an Insolvency/Dissolution Event occurs in relation to the Party;
- 1.1.17. "Party Losses" means any claims, losses, costs, liabilities, obligations, actions, judgments, suits, expenses, disbursements or damages of a Party, including where occasioned by a judgment resulting from an action instituted by a third party;
- 1.1.18. "Rate Schedule" means the rates in effect from time to time and the terms and conditions relating to those rates that are approved by the Board in the Transmitter's Rate Order, including rates for connection service;
- 1.1.19. "Schedule" means a schedule listed in section 4.2.1 and any additional schedules created by the Parties under section 4.3.1;
- 1.1.20. "Supporting Guarantee" means operating instructions, such as instructions to open or close a switch or to lock devices in the open position, given to protect the safety of staff and the public while work is being performed by a Party; and
- 1.1.21. "Work Protection" means a state or condition whereby an isolated or isolated and de-energized condition has been established for work on facilities and will continue to exist, except for authorized tests, until the work relating thereto has been completed.
- 1.2. In this Agreement, unless the context otherwise requires, each of the following words and phrases shall have the meaning given to it in the Code (whether or not capitalized in the Code or in this Agreement): "assigned capacity"; "available capacity"; "Board"; "business day"; "Code revision date"; "connect"; "connection facilities"; "connection point"; "connection service"; "contracted capacity"; "circuit breaker"; "emergency"; "facilities"; "fault"; "forced outage"; "good utility practice"; "isolate"; "isolating device"; "licence"; "load shedding"; "maintenance"; "outage"; "planned outage"; "promptly"; "protection system"; "protective relay"; "Rate Order"; "reliability"; "reliability organization"; "reliability standards"; "renewable generation"; "single contingency"; "site"; "transmission facilities"; "transmission service"; "transmission system" and "work".
- 2. INTERPRETATION**
- 2.1. Words and phrases contained in this Agreement (whether or not capitalized) that are not defined herein shall have the meanings given to them in the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A, the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B, or in any regulations made under either of those *Acts*, as the case may be.
- 2.2. Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 2.3. In this Agreement, unless the context otherwise requires:
- (a) words importing the singular include the plural and vice versa;

- (b) words importing a gender include any gender;
- (c) words importing a person include: (a) an individual, (b) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (c) any government, government agency or body, regulatory agency or body or other body politic or collegiate;
- (d) a reference to a person includes that person's successors and permitted assigns;
- (e) a reference to a Party includes any person acting on behalf of that Party;
- (f) a reference to the Customer's facilities is limited to such facilities as are relevant to the Customer's connection to the Transmitter's transmission system under this Agreement;
- (g) a reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions;
- (h) a reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision;
- (i) the expression "including" means including without limitation, and the expressions "include", "includes" and "included" shall be interpreted accordingly; and
- (j) where a word or phrase is defined in this Agreement, including by virtue of the application of section 1.2, or in any document referred to in section 2.1, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning.

2.4. Except when an emergency is anticipated or is occurring, if the time for doing any act or omitting to do any act under this Agreement expires on a day that is not a business day, the act may be done or may be omitted to be done on the next day that is a business day.

3. INCORPORATION OF TRANSMISSION SYSTEM CODE

3.1 The Code is hereby incorporated in its entirety by reference into, and forms an integral part of, this Agreement. Unless the context otherwise requires, all references in this Agreement to "this Agreement" shall be deemed to include a reference to the Code.

3.2. Without limiting the generality of section 3.1:

- (a) the Transmitter hereby agrees to be bound by, and at all times to comply with, the Code; and
- (b) the Customer acknowledges and agrees that the Transmitter is bound at all times to comply with the Code in addition to complying with the provisions of this Agreement.

4. SCHEDULES

4.1. Incorporation of Schedules

4.1.1. The Schedules form a part of, and are hereby incorporated by reference into, this Agreement.

4.2. Schedules

4.2.1 The following are the Schedules to this Agreement:

Schedule A	-	Single Line Diagram, Description of the Customer's Connection Point(s) and Details of Specific Operations
Schedule B	-	Transmission Services and Associated Charges
	-	Attachment B1
Schedule C	-	Cure Periods for Defaults
Schedule D	-	Fault Levels and Modifications Requiring Transmitter Approval
	-	Attachment D1
Schedule E	-	General Technical Requirements
Schedule F-	-	Additional Technical Requirements for Tapped Transformer Stations Supplying Load
Schedule G	-	Protection System Requirements
Schedule H	-	Facilities Deemed Compliant and Obligation to Comply
Schedule I -	-	Exchange of Information
Schedule J -	-	Embedded Generation, Bypass, Assigned Capacity and True-Ups
	-	Attachment J1
	-	Attachment J2
Schedule K	-	Contacts for Purposes of Notice

4.3. Additional Schedules

4.3.1. The Parties may by mutual agreement append such additional Schedules to this Agreement as may from time to time be required. Where additional Schedules are required by virtue of the fact that technical requirements for generation facilities owned by the Customer are relevant to the Customer's connection to the Transmitter's transmission system under this Agreement, the Parties shall use schedules in the form set out in schedules E and F of version B of the connection agreement set out in Appendix 1 of the Code.

- 4.3.2. In the event of an inconsistency or conflict between a provision of an additional Schedule referred to in section 4.3.1 and a provision of this Agreement or of a Schedule referred to in section 4.2.1, the provision of this Agreement or of the Schedule referred to in section 4.2.1 shall prevail to the extent of the inconsistency or conflict.

5. NOTICE

5.1. Method of Giving Notice and Effective Date

- 5.1.1. Subject to section 5.1.3, any notice, demand, consent, request or other communication required or permitted to be given or made under or in relation to this Agreement shall be given or made by courier or other personal form of delivery; by registered mail; by facsimile; or by electronic mail.
- 5.1.2. A notice, demand, consent, request or other communication referred to in section 5.1.1 shall be deemed to have been duly given or made as follows:
- (a) where given or made by courier or other form of personal delivery, on the date of receipt;
 - (b) where given or made by registered mail, on the sixth day following the date of mailing;
 - (c) where given or made by facsimile and a complete transmission report is issued from the sender's facsimile transmission equipment, on the day and at the time of transmission as indicated on the sender's facsimile transmission report, if a business day or, if the transmission is on a day which is not a business day or is after 5:00 pm (addressee's time), at 9:00 am on the following business day; and
 - (d) where given or made by electronic mail, on the day and at the time when the notice, demand, consent, request or other communication is recorded by the sender's electronic communications system as having been received at the electronic mail destination, if a business day, or if that time is after 5:00 pm (addressee's time) or that day is not a business day, at 9:00 am on the following business day.
- 5.1.3. Any notice, demand, consent, request or other communication required or permitted to be given or made under Schedule A shall be given or made in accordance with the notice provisions contained in that Schedule.

5.2. Address for Notice

- 5.2.1. Any notice, demand, consent, request or other communication given or made under section 5.1.1 shall be addressed to the applicable representative of the Party identified in Schedule K. A Party may, upon written notice given to the other Party in accordance with section 5.1.1, from time to time change its address or representative for notice, and Schedule K shall be deemed to have been amended accordingly.
- 5.2.2. Any notice, demand, consent, request or other communication given or made under section 5.1.3 shall be addressed in accordance with Schedule A.

5.3. Exception

- 5.3.1. Sections 5.1 and 5.2 are subject to such other provisions of this Agreement that expressly require or permit notices, demands, consents, requests or other communications to be given or made by alternative means or to be addressed to other specified representatives of the Parties.

6. ASSIGNMENT

- 6.1. Subject to section 6.2, no Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.
- 6.2. The Customer may, without the prior written consent of the Transmitter, assign by way of security only all or any part of its rights or obligations under this Agreement to a Lender. The Customer shall promptly notify the Transmitter upon making any such assignment.

7. FURTHER ASSURANCES

- 7.1. Each Party shall promptly execute and deliver or cause to be executed and delivered all further documents in connection with this Agreement that the other Party may reasonably require for the purposes of giving effect to this Agreement.

8. WAIVER

- 8.1. A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred or implied by any failure to act or by the delay in acting by a Party in respect of any default, breach or non-compliance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance, whether of the same or any other nature.

9. AMENDMENTS

- 9.1. The Parties may not amend this Agreement without leave of the Board, except where and to the extent expressly permitted by this Agreement.
- 9.2. The Parties may by mutual agreement amend this Agreement to reflect changes that may from time to time be made to the Code during the term of this Agreement.
- 9.3. The Parties may, by mutual agreement unless this Agreement otherwise provides, amend the following Schedules:
- (a) Schedule A, other than in relation to section A.8;
 - (b) Schedule B, to reflect any changes to the Transmitter's Rate Order that may from time to time come into effect and in relation to Attachment B1;
 - (c) Schedule D, including Attachment D1;
 - (d) Schedule H, in relation to section H.1;
 - (e) Schedule I;
 - (f) Schedule J, in relation to Attachment J1 and Attachment J2;
 - (g) Schedule K; and
 - (h) any Schedule added by the Parties under section 4.3.1.
- 9.4. The Parties shall amend this Agreement in such manner as may be required by the Board.
- 9.5. Any amendment to this Agreement shall be made in writing and duly executed by the Parties.
- 9.6. In the event of an inconsistency or conflict between a provision of an amendment to a Schedule made under section 9.3, other than an amendment made under section 9.4, and a provision of this Agreement, the provision of this Agreement shall prevail to the extent of the inconsistency or conflict.
- 9.7. In the event of an inconsistency or conflict between a provision of an amendment to this Agreement, other than an amendment made under section 9.4, and a provision of the Code, the provision of the Code shall prevail to the extent of the inconsistency or conflict.

10. SUCCESSORS AND ASSIGNS

- 10.1. This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

11. ENTIRE AGREEMENT

- 11.1. Except as expressly provided herein, this Agreement, together with the Schedules, constitutes the entire agreement between the Parties and supersedes all prior oral or written representations and agreements of any kind whatsoever with respect to the subject-matter hereof.

12. GOVERNING LAW

- 12.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

13. COUNTERPARTS

- 13.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the Parties shall adopt any signatures received by a receiving facsimile machine as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original signed copy of this Agreement which was so faxed.

PART TWO **REPRESENTATIONS AND WARRANTIES**

14. REPRESENTATIONS AND WARRANTIES

14.1. Customer's Representations and Warranties

- 14.1.1. Subject to section 14.3.1, the Customer represents and warrants to the Transmitter as follows, and acknowledges and confirms that the Transmitter is relying on such representations and warranties without independent inquiry in entering into this Agreement:
- (a) it is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);

- (b) it has all the necessary corporate power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental and/or other organizational action and does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of or a default under or give rise to a right of termination, greater rights or increased costs, amendment or cancellation or the acceleration of any obligation under (i) any charter or by-law instruments of the Customer; (ii) any contracts or instruments to which the Customer is bound; or (iii) any laws applicable to it;
- (d) any individual executing this Agreement, and any document in connection herewith, on behalf of the Customer has been duly authorized to execute this Agreement and has the full power and authority to bind the Customer;
- (e) this Agreement constitutes a legal and binding obligation on the Customer, enforceable against the Customer in accordance with its terms;
- (f) other than the facilities listed in Schedule H, its facilities meet the technical requirements of this Agreement; and
- (g) it holds all permits, licences and other authorizations that may be necessary to enable it to carry on its business.

14.1.2. The Customer shall promptly notify the Transmitter of any circumstance that does or may result in any of the representations and warranties set forth in section 14.1.1 becoming untrue or inaccurate during the term of this Agreement.

14.2. Transmitters' Representations and Warranties

14.2.1. Subject to section 14.3.1, the Transmitter represents and warrants to the Customer as follows, and acknowledges and confirms that the Customer is relying on such representations and warranties without independent inquiry in entering into this Agreement:

- (a) it is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);
- (b) it has all the necessary corporate power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental and/or other organizational action and does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of or a default under or give rise to a right of termination, greater rights or increased costs, amendment or cancellation or the acceleration of any obligation under (i) any charter or by-law instruments of the Transmitter; (ii) any contracts or instruments to which the Transmitter is bound; or (iii) any laws applicable to it;
- (d) any individual executing this Agreement, and any document in connection herewith, on behalf of the Transmitter has been duly authorized to execute this Agreement and has the full power and authority to bind the Transmitter;
- (e) this Agreement constitutes a legal and binding obligation on the Transmitter, enforceable against the Transmitter in accordance with its terms;
- (f) other than the facilities listed in Schedule H, those of its facilities that are relevant to, or may have an impact on, the Customer's facilities meet the technical requirements of this Agreement; and
- (g) it holds all permits, licences and other authorizations that may be necessary to enable it to carry on its business as a Transmitter.

14.2.2. The Transmitter shall promptly notify the Customer of any circumstance that does or may result in any of the representations and warranties set forth in section 14.2.1 becoming untrue or inaccurate during the term of this Agreement.

14.3. Transition

14.3.1. Where the provisions of this Agreement apply by virtue of the application of section 3.0.7 of the Code, the representations and warranties referred to in sections 14.1.1(f) and 14.2.1(f) shall be deemed to be given only once the parties have completed sections H.1.1 and H.1.2 of Schedule H.

PART THREE LIABILITY AND FORCE MAJEURE

15. LIABILITY

- 15.1. Except as otherwise expressly provided in this Agreement, the Transmitter shall not be liable for any Party Losses of the Customer whatsoever arising out of any act or omission of the Transmitter under this Agreement unless such Party Losses result from the willful misconduct or negligence of the Transmitter.
- 15.2. Except as otherwise expressly provided in this Agreement, the Customer shall not be liable for any Party Losses of the Transmitter whatsoever arising out of any act or omission of the Customer under this Agreement unless such Party Losses result from the willful misconduct or negligence of the Customer.
- 15.3. Despite sections 15.1 and 15.2 but except as otherwise expressly provided in sections 21.4, 27.13.6, 27.13.7 and 27.13.9, neither Party shall be liable to the other, whether as claims in contract or in tort or otherwise, for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including punitive or exemplary damages.

- 15.4. A Party shall have a duty to mitigate any Party Losses relating to any claim for indemnification from the other Party that may be made in relation to that other Party. Nothing in this section 15.4 shall require the mitigating Party to mitigate or alleviate the effects of any strike, lockout, restrictive work practice or other labour dispute.
- 15.5. A Party shall give prompt notice to the other Party of any claim with respect to which indemnification is being or may be sought under this Agreement.

16. FORCE MAJEURE

16.1. No Liability Where Force Majeure Event Occurs

- 16.1.1. Subject to sections 16.1.2 to 16.1.4, a Party shall not be liable to the other Party for any failure or delay in the performance of any of its obligations under this Agreement in whole or in part to the extent that such failure or delay is due to a Force Majeure Event.
- 16.1.2. The Party invoking a Force Majeure Event shall only be excused from performance under section 16.1.1:
- (a) for so long as the Force Majeure Event continues and for such reasonable period of time thereafter as may be necessary for the Party to resume performance of the obligation; and
 - (b) where and to the extent that the failure or delay in performance would not have been experienced but for such Force Majeure Event.
- 16.1.3. Nothing in this section 16 shall excuse a Party from performing any of their respective emergency-related obligations in the event of an emergency.
- 16.1.4. A Party may not invoke a Force Majeure Event unless it has given notice in accordance with section 16.2.

16.2. Obligations Where Force Majeure Event Occurs

- 16.2.1. Where a Party invokes a Force Majeure Event, it shall promptly give notice to the other Party, which notice shall include particulars of:
- (a) the nature of the Force Majeure Event and, if known, of its duration;
 - (b) the effect that the Force Majeure Event is having on the Party's performance of its obligations under this Agreement; and
 - (c) the measures that the Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event.
 - (d) Such notice may be given verbally, in which case the notifying Party shall as soon as practicable thereafter confirm the notice in writing.
- 16.2.2. Where a Party invokes a Force Majeure Event, it shall use all reasonable endeavours to mitigate or alleviate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. Nothing in this section 16.2.2 shall require the mitigating Party to mitigate or alleviate the effects of any strike, lockout, restrictive work practice or other labour dispute.
- 16.2.3. Where a Party invokes a Force Majeure Event, it shall notify the other Party in writing as soon as practicable of the cessation of the Force Majeure Event and of the cessation of the effects of the Force Majeure Event on the Party's performance of its obligations under this Agreement.

PART FOUR **DISPUTE RESOLUTION**

17. DISPUTE RESOLUTION

17.1. Exclusivity

- 17.1.1. Subject to sections 17.1.2 and 17.1.3:
- (a) the dispute resolution procedure set forth in this section 17 shall apply to all disputes between the Customer and the Transmitter arising under or in relation to this Agreement; and
 - (b) the Parties shall comply with the procedure set out in this section 17 before taking any other civil or other proceeding in relation to the dispute.
- 17.1.2. Nothing in section 17.1.1 shall prevent a Party from seeking urgent or interlocutory relief from a court of competent jurisdiction in the Province of Ontario in relation to any dispute between them arising under or in relation to this Agreement.
- 17.1.3. The dispute resolution procedure set forth in this section 17 shall not apply:
- (a) in relation to any matter that must or may be submitted to the Board for resolution under section 4.7.1, 6.1.8, 6.2.2, 6.2.20, 6.2.27, 6.3.5, 6.3.11(c) or Appendix 4 of the Code or section J.4.6 of Schedule J; or
 - (b) in relation to any dispute to be resolved under the Market Rules as described in section B.7 of Schedule B.

17.2. Duty to Negotiate

- 17.2.1. Any dispute between the Customer and the Transmitter referred to in section 17.1.1 shall be referred to a designated senior representative of each of the Parties for resolution on an informal basis as quickly as possible.
- 17.2.2. The designated senior representatives of the Parties shall attempt in good faith to resolve the dispute within thirty days of the date on which the dispute was referred to them. The Parties may by mutual agreement extend such period.
- 17.2.3. If a dispute is settled by the designated senior representatives of the Parties, the Parties shall prepare and execute minutes setting forth the terms of the settlement. Such terms shall bind the Parties. The subject-matter of the dispute shall not thereafter be the subject of any civil or other proceeding, other than in relation to the enforcement of the terms of the settlement.
- 17.2.4. If a Party fails to comply with the terms of settlement referred to in section 17.2.3, the other Party may submit the matter to arbitration under section 17.3.1.
- 17.2.5. A copy of the minutes referred to in section 17.2.3 from which all Confidential Information has been expunged shall be made available to the public by the Transmitter.
- 17.2.6. The Parties may not, by means of the settlement of a dispute under section 17.2.3 or section 17.5.10, agree to terms or conditions that would, if they had been the subject of an amendment to this Agreement, violate section 9.1.

17.3. Submission of Unresolved Disputes to Arbitration

- 17.3.1. If the designated senior representatives of the Parties cannot resolve the dispute within the time period set out in section 17.2.2 or where section 17.2.4 or 17.5.11 applies, either Party may submit the dispute to binding arbitration under sections 17.4 and 17.5 by notice to the other Party.

17.4. Selection of Arbitrator(s)

- 17.4.1. The Parties shall use good faith efforts to appoint a single arbitrator for purposes of the arbitration of the dispute. If the Parties fail to agree upon a single arbitrator within ten business days of the date of the notice referred to in section 17.3.1, each Party shall within five business days thereafter choose one arbitrator. The two arbitrators so chosen shall within twenty days select a third arbitrator.
- 17.4.2. Where a Party has failed to choose an arbitrator under section 17.4.1 within the time allowed, the other Party may apply to a court to appoint a single arbitrator to resolve the dispute.
- 17.4.3. No person shall be appointed as an arbitrator unless that person:
- (a) is independent of the Parties;
 - (b) has no current or past substantial business or financial relationship with either Party, except for prior arbitration; and
 - (c) is qualified by education or experience to resolve the dispute.

17.5. Arbitration Procedure

- 17.5.1. The arbitrator(s) shall provide each of the Parties with an opportunity to be heard orally and/or in writing, as may be appropriate to the nature of the dispute.
- 17.5.2. The *Arbitration Act, 1991* (Ontario) shall apply to an arbitration conducted under this section 17.
- 17.5.3. The arbitrator(s) shall make due provision for the adequate protection of Confidential Information that may be disclosed or may be required to be produced during the course of an arbitration in a manner consistent with the confidentiality obligations of section 21.
- 17.5.4. All proceedings relating to the arbitration of a dispute shall be conducted in private unless the Parties agree otherwise.
- 17.5.5. Unless the Parties otherwise agree, the arbitrator(s) shall render a decision within ninety days of the date of appointment of the last to be appointed arbitrator, and shall notify the Parties of the decision and of the reasons therefore.
- 17.5.6. The decision of the arbitrator(s) shall be final and binding on the Parties and may be enforced in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). The Party against which the decision is enforced shall bear all costs and expenses reasonably incurred by the other Party in enforcing the decision.
- 17.5.7. A copy of the decision of the arbitrator(s) from which all Confidential Information has been expunged shall be made available to the public by the Transmitter.
- 17.5.8. Subject to section 17.5.9, each Party shall be responsible for its own costs and expenses incurred in the arbitration of a dispute and for the costs and expenses of the arbitrator(s) if appointed to resolve the dispute.
- 17.5.9. The arbitrator(s) may, if the arbitrator(s) consider it just and reasonable to do so, make an award of costs against or in favour of a Party to the dispute. Such an award of costs may relate to either or both the costs and expenses of the arbitrator(s) and the costs and expenses of the Parties to the dispute.

- 17.5.10 If a dispute is settled by the Parties during the course of an arbitration, the Parties shall prepare and execute minutes setting forth the terms of the settlement. Such terms shall bind the Parties, and either Party may request that the arbitrator(s) record the settlement in the form of an award under section 36 of the *Arbitration Act, 1991* (Ontario). The subject-matter of the dispute shall not thereafter be the subject of any civil or other proceeding, other than in relation to the enforcement of the terms of the settlement.
- 17.5.11 If a Party fails to comply with the terms of settlement referred to in section 17.5.10, the other Party may submit the matter to arbitration under section 17.3.1 if the settlement has not been recorded in the form of an award under section 36 of the *Arbitration Act, 1991* (Ontario).
- 17.5.12 A copy of the minutes referred to in section 17.5.10 from which all Confidential Information has been expunged shall be made available to the public by the Transmitter.

PART FIVE

TERM, TERMINATION AND EVENTS OF DEFAULT

18. TERM AND TERMINATION

18.1. Coming into Force

- 18.1.1. Subject to section 18.1.2, this Agreement shall come into force on the date first mentioned above and shall remain in full force and effect until terminated in accordance with this Agreement.
- 18.1.2. Where the provisions of this Agreement apply by virtue of the application of section 3.0.7 of the Code, those provisions shall come into force on the Code revision date and shall remain in full force and effect until terminated in accordance with this Agreement.

18.2. Termination Without Cause by Customer

- 18.2.1. The Customer may, if it is not then a Defaulting Party to whom a Default Notice has been delivered, terminate this Agreement at any time during the term of this Agreement by giving the Transmitter six months' prior written notice setting out the termination date.
- 18.2.2. Where the Customer gives notice to terminate under section 18.2.1, the Transmitter shall disconnect all of the Customer's facilities at all connection points on the termination date specified in that notice or on such other date as the Parties may agree in writing.
- 18.2.3. Section 20.5 shall apply in relation to the disconnection of the Customer's facilities under section 18.2.2.

18.3. Termination for Cause by Either Party

- 18.3.1. Termination of this Agreement by a Party by reason of an Event of Default occurring in relation to the other Party shall be effected in accordance with section 19.

18.4. Provisions Relating to Termination Generally

- 18.4.1. Termination of this Agreement for any reason shall not affect:
- (a) the liabilities of either Party that were incurred or arose under this Agreement prior to the time of termination; or
 - (b) that expressly apply in relation to disconnection of the Customer's facilities following termination of this Agreement.
- 18.4.2. Without limiting the generality of section 18.4.1(a), the liabilities of the Parties referred to in that section shall include any obligations to make payments in relation to bypass compensation or true-ups provided for in Schedule J.
- 18.4.3. Termination of this Agreement 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 injunctive relief.

18.5. Rights and Remedies not Exclusive

- 18.5.1. The rights and remedies set out in this Agreement are not intended to be exclusive but rather are cumulative and are in addition to any other right or remedy otherwise available to a Party at law or in equity.
- 18.5.2. Nothing in this section 18.5 shall be interpreted as affecting the limitations of liability set forth in section 15 or the obligation of a Party to comply with section 17 while this Agreement is in force.

18.6. Survival

- 18.6.1. Sections 18.4 and 18.5 shall survive termination of this Agreement.

19. EVENTS OF DEFAULT AND TERMINATION FOR CAUSE

19.1. Occurrence of an Event of Default

- 19.1.1. If an Event of Default occurs in relation to a Party, the Non-defaulting Party may, without prejudice to its other rights and remedies as provided for in this Agreement or at law or in equity, serve the Defaulting Party with a notice specifying the Event of Default that has occurred and the applicable Cure Period ("Default Notice").

19.2. Curing Events of Default

- 19.2.1. Upon receipt of a Default Notice, the Defaulting Party shall be entitled to remedy the Event of Default specified in the Default Notice:
- (a) for a Financial Default, within the applicable Cure Period specified in Schedule C, calculated from the date of receipt of the Default Notice;
 - (b) for a Non-financial Default that has an impact that is referred to in Schedule C, within the applicable Cure Period specified for that impact in Schedule C, calculated from the date of the receipt of the Default Notice; or
 - (c) for a Non-financial Default that does not have an impact that is referred to in Schedule C, within a period of twenty business days from the date of receipt of the Default Notice.
 - (d) The Parties may agree to a Cure Period that is longer than the Cure Period that would otherwise apply under section 19.2.1(a), 19.2.1(b) or 19.2.1(c).
- 19.2.2. During the Cure Period, the Defaulting Party shall diligently seek to remedy the Event of Default specified in the Default Notice.
- 19.2.3. If the Non-defaulting Party considers that the Defaulting Party is not, during the Cure Period, diligently seeking to remedy a Non-financial Default, the Non-defaulting Party may serve the Defaulting Party with a notice ("End of Cure Period Notice") to that effect. If, within ten business days of receiving the End of Cure Period Notice, the Defaulting Party has not commenced to diligently seek to remedy the Non-financial Default, the Cure Period shall end on the fifth business day following the date of receipt of the End of Cure Period Notice, and section 19.3.1 shall apply.
- 19.2.4. A Financial Default shall be considered remedied when:
- (a) the Defaulting Party has paid to the Non-defaulting Party all amounts specified in the Default Notice, together with interest calculated in accordance with section 19.2.5; and
 - (b) the Defaulting Party has reimbursed the Non-defaulting Party for all costs of enforcement, recovery, or attempted enforcement or recovery, including reasonable legal costs and expenses, reasonably incurred by the Non-defaulting Party in relation to the Financial Default.
- 19.2.5. Amounts specified in a Default Notice given in relation to a Financial Default shall bear interest at the prime lending rate set by the Bank of Canada plus two percent from the date on which the Event of Default occurred until the date on which payment is sent to the Non-defaulting Party.
- 19.2.6. A Non-financial Default shall be considered remedied when:
- (a) the Event of Default has been remedied to the reasonable satisfaction of the Non-defaulting Party; and
 - (b) the Defaulting Party has reimbursed the Non-defaulting Party for all costs of enforcement or recovery or attempted enforcement or recovery, including reasonable legal costs and expenses, reasonably incurred by the Non-defaulting Party in relation to the Non-financial Default.

19.3. Right to Terminate and Disconnect

- 19.3.1. Subject to section 19.3.2, where an Event of Default has not been remedied prior to the expiry of the applicable Cure Period, including in accordance with section 19.2.3, the Non-defaulting Party may, without prejudice to its other rights and remedies as provided for in this Agreement or at law or in equity, terminate this Agreement by written notice to the Defaulting Party. Such termination shall take effect:
- (a) in the case of a Non-financial Default, on the date on which the termination notice is delivered to the Defaulting Party; or
 - (b) in the case of a Financial Default, on the date that is seven business days from the date on which the termination notice is delivered to the Defaulting Party.
- 19.3.2. The Transmitter may not terminate this Agreement under section 19.3.1 or, subject to section 19.3.5, disconnect the Customer's facilities under section 19.3.3 in relation to an Event of Default by the Customer where the issue of the Customer's default has been referred to the dispute resolution process referred to in section 17 and the dispute has not been finally resolved.
- 19.3.3. The Transmitter may disconnect all of the Customer's facilities at all applicable connection points on or after the date on which this Agreement terminates under section 19.3.1.
- 19.3.4. Section 20.5 shall apply in relation to the disconnection of the Customer's facilities under section 19.3.3.
- 19.3.5. Nothing in this section 19 shall prevent the Transmitter from:
- (a) disconnecting the Customer's facilities where permitted by section 20.3.1, even if the Customer is a Defaulting Party at the relevant time; or
 - (b) immediately disconnecting the Customer's facilities where the Transmitter reasonably believes that a Non-financial Default by the Customer is having or will have a material adverse effect on the Transmitter's transmission system or on a third party.

19.4. Lender's Right of Substitution

- 19.4.1. Where a Default Notice has been served on the Customer, an agent or trustee for and on behalf of a Lender ("Security Trustee") or a receiver appointed by the Security Trustee ("Receiver") shall upon notice to the Transmitter be entitled (but not obligated) to exercise all of the rights and obligations of the Customer under this Agreement and shall be entitled to remedy the Event of Default specified in the Default Notice within the applicable Cure Period. The Transmitter shall accept performance of the Customer's obligations under this Agreement by the Security Trustee or Receiver in lieu of the Customer's performance of such obligations, and will not exercise any right to terminate this Agreement under section 19.3.1 due to an Event of Default if the Security Trustee, its nominee or transferee, or the Receiver acknowledges its intention to be bound by the terms of this Agreement and such acknowledgment is received within 30 days of the date of receipt by the Customer of the Default Notice.

PART SIX
DISCONNECTION AND RECONNECTION

20. DISCONNECTION**20.1. Voluntary Permanent Disconnection by Customer**

- 20.1.1. The Customer may at any time voluntarily and permanently disconnect some but not all of its facilities from the Transmitter's transmission facilities provided that the Customer is not then a Defaulting Party to whom a Default Notice has been delivered.
- 20.1.2. The Customer shall give the Transmitter notice in writing of its intention to voluntarily disconnect some of its facilities under section 20.1.1 no less than ten days before the date on which the Customer wishes to disconnect.
- 20.1.3. Where the Customer voluntarily and permanently disconnects facilities under section 20.1.1, the Customer shall be liable to make any payments in relation to bypass or true-ups provided for in Schedule J that may be triggered by such disconnection.
- 20.1.4. Section 20.5 shall apply in relation to the disconnection of the Customer's facilities under section 20.1.1.

20.2. Voluntary Temporary Disconnection by Customer and Reconnection

- 20.2.1. Where practical, the Customer shall notify the Transmitter prior to temporarily disconnecting its facilities from the Transmitter's transmission system.
- 20.2.2. The Transmitter shall, at the Customer's request, reconnect the Customer's facilities to its transmission system following a voluntary temporary disconnection under section 20.2.1 once the Transmitter is reasonably satisfied that all requirements of this Agreement are met, that all payments due to be paid by the Customer under this Agreement have been made and that the Customer agrees to pay all reasonable reconnection costs charged by the Transmitter. Reconnection shall be effected in accordance with the Transmitter's Board-approved reconnection procedures referred to in section 6.10.3 of the Code or, in the absence of such procedures, in accordance with the procedures agreed between the Parties.

20.3. Disconnection by Transmitter

- 20.3.1. The Transmitter may disconnect the Customer's facilities at any connection point and at any time throughout the term of this Agreement in any of the following circumstances:
- (a) in accordance with subsection 40 (5) of the *Electricity Act, 1998*, other applicable law, the Transmitter's licence or the Market Rules;
 - (b) where required to comply with a decision or order of an arbitrator or court made or given under section 17;
 - (c) during an emergency or where necessary to prevent or minimize the effects of an emergency; or
 - (d) where required by an order or direction from the IESO given in accordance with the Market Rules.

- 20.3.2. Section 20.5 shall, to the extent applicable, apply in relation to the disconnection of the Customer's facilities under section 20.3.1.

20.4. Reconnection after Disconnection by Transmitter

- 20.4.1. Where a Customer's facilities have been disconnected under section 20.3 during an emergency, the Transmitter shall reconnect the Customer's facilities to its transmission facilities when it is reasonably satisfied that the emergency has ceased and that all other requirements of this Agreement are met.
- 20.4.2. Where a Customer's facilities have been disconnected under section 20.3 other than during an emergency, the Transmitter shall reconnect the Customer's facilities to its transmission system when it is reasonably satisfied that the reason for the disconnection no longer exists, the Customer agrees to pay all reasonable reconnection costs charged by the Transmitter, and the Transmitter is reasonably satisfied of the following, where applicable:
- (a) the Customer has taken all necessary steps to prevent the circumstances that caused the disconnection from recurring and has delivered binding undertakings to the Transmitter that such circumstances shall not recur; and
 - (b) any decision or order of a court or arbitrator made or given under section 17 that requires a Party to take action to ensure that such circumstances shall not recur has been implemented and/or assurances have been given to the satisfaction of the affected Party that such decision or order will be implemented.

20.4.3. Reconnection under this section 20.4 shall be effected in accordance with the Transmitter's Board-approved reconnection procedures referred to in section 6.10.3 of the Code or, in the absence of such procedures, in accordance with the procedures agreed between the Parties.

20.5. Provisions Applicable to Disconnection Generally

20.5.1. Within 20 business days of the coming into force of this Agreement, the Parties shall develop appropriate operating and decommissioning procedures for the Customer's facilities. The Parties shall comply with those operating and decommissioning procedures in relation to any disconnection of the Customer's facilities.

20.5.2. Where the Customer's facilities are disconnected, each Party shall be entitled to decommission and remove its assets associated with the connection and the applicable connection points. Each Party shall, for that purpose, provide the other Party with all necessary access to its site at all reasonable times.

20.5.3. The Customer shall continue to pay for transmission services provided up to the time of disconnection of its facilities.

20.5.4. The Customer shall pay all reasonable costs, including the costs of removing any of the Transmitter's equipment from the Customer's facilities, that are directly attributable to the disconnection and, where applicable, the subsequent decommissioning of the Customer's facilities. The Transmitter shall not require the removal of the protection and control wiring within the Customer's facilities.

20.5.5. While the Customer's facilities are disconnected, the Transmitter shall not be required to convey electricity to or from the Customer's facilities.

PART SEVEN
EXCHANGE AND CONFIDENTIALITY OF INFORMATION

21. EXCHANGE AND CONFIDENTIALITY OF INFORMATION

21.1. For purposes of this Agreement, "Confidential Information" does not include:

- (a) information that is in the public domain, provided that specific items of information shall not be considered to be in the public domain merely because more general information is in the public domain and provided that the information is not in the public domain as a result of a breach of confidence by the Party seeking to disclose the information or a person to whom it has disclosed the information; or
- (b) information that is, at the time of the disclosure, in the possession of the receiving Party, provided that it was lawfully obtained from a person under no obligation of confidence in relation to the information.

21.2. Subject to section 21.3, each Party shall treat all Confidential Information disclosed to it by the other Party as confidential and shall not, without the written consent of that other Party:

- (a) disclose that Confidential Information to any other person; or
- (b) use that Confidential Information for any purpose other than the purpose for which it was disclosed or another applicable purpose contemplated in this Agreement.
- (c) Where a Party, with the written consent of the other Party, discloses Confidential Information of that other Party to another person, the Party shall take such steps as may be required to ensure that the other person complies with the confidentiality provisions of this Agreement.

21.3. Nothing in section 21.2 shall prevent the disclosure of Confidential Information:

- (a) where required under this Agreement, the Market Rules or a licence;
- (b) where required by law or regulatory requirements;
- (c) where required by order of a government, government agency, regulatory body or regulatory agency having jurisdiction;
- (d) if required in connection with legal proceedings, arbitration or any expert determination relating to the subject matter of this Agreement, or for the purpose of advising a Party in relation thereto;
- (e) as may be required to enable the Transmitter to fulfill its obligations to any reliability organization;
- (f) as may be required during an emergency or to prevent or minimize the effects of an emergency; or
- (g) by the Customer to a Lender or prospective Lender.

21.4. Notwithstanding any provision of section 15, a Party that breaches section 21.2 shall be liable to the other Party for any and all Party Losses of that other Party arising out of such breach.

21.5. The Parties acknowledge and agree that the exchange of information, including Confidential Information, under this Agreement is necessary for maintaining the reliable operation of the Transmitter's transmission system. The Parties further agree that all information, including Confidential Information, exchanged between them shall be prepared, given and used in good faith and shall be provided in a timely and cooperative manner.

- 21.6. Each Party shall comply with its information exchange obligations as set out in this Agreement, including in Schedule I. In addition, each Party shall provide the other with such information as the other may reasonably require to enable it to perform its obligations under this Agreement.
- 21.7. Each Party shall as soon as practicable notify the other Party upon becoming aware of a material change or error in any information previously disclosed to the other Party under this Agreement and, in the case of the Customer, in any information contained in its application for connection. The Party shall provide updated or corrected information as required to ensure that information provided to the other Party is up to date and correct.

PART EIGHT
TRANSMISSION SERVICE AND OTHER CHARGES

22. TRANSMISSION SERVICE AND TRANSMISSION SERVICE CHARGES

- 22.1. The Transmitter shall provide transmission services to the Customer in accordance with this Agreement and the Transmitter's Rate Order.
- 22.2. The Parties shall comply with their respective obligations as set out in Schedule B in relation to transmission service.
- 22.3. The Transmitter shall not charge the Customer for transmission services except in accordance with the Transmitter's Rate Order.
- 22.4. The Customer shall pay for charges for transmission services in accordance with Schedule B.

23. OTHER CHARGES AND PAYMENTS

- 23.1. In addition to charges for transmission service, the Transmitter may require that the Customer pay the following:
- (a) amounts required to give effect to the true-up provisions of Schedule J;
 - (b) bypass compensation, where permitted by and determined in accordance with this Agreement;
 - (c) a capital contribution in relation to the construction of new or modified transmission facilities, where permitted by and determined in accordance with the Code;
 - (d) fees or charges approved by the Board, including fees or charges approved as part of the transmitter's Board-approved connection procedures referred to in section 6.1.4 of the Code; and
 - (e) any other fees, charges or costs expressly provided for in this Agreement.

PART NINE
TECHNICAL AND OPERATING REQUIREMENTS

24. FACILITY STANDARDS

- 24.1. The Transmitter shall comply with section 4.3.1 of the Code. The Customer shall ensure that its facilities:
- (a) meet all applicable requirements of the Ontario Electrical Safety Authority, subject to any exemption that may have been granted to or that may apply to the Customer;
 - (b) conform to all applicable industry standards, including those of the Canadian Standards Association, the Institute of Electrical and Electronic Engineers, the American National Standards Institute, and the International Electrotechnical Commission (IEC);
 - (c) are constructed, operated and maintained in accordance with this Agreement, the Customer's licence, the Market Rules, all applicable reliability standards and good utility practice;
 - (d) where they are connection facilities, are made by it with due regard for the safety of the Customer's employees and the public;
 - (e) where they are connection facilities, are made by it on a timely basis and are designed and constructed by it in accordance with the applicable provisions of the Transmitter's Board-approved connection procedures or, in the absence of such Board-approved connection procedures, in accordance with section 6.1.8 of the Code; and
 - (f) where they are connection facilities, do not materially reduce the reliability or performance of the Transmitter's transmission system and are constructed with such mitigation measures as may be required so that no new available fault current level exceeds the maximum allowable fault levels set out in Appendix 2 of the Code if this would have an adverse effect on the Transmitter. . Where the new available fault current level would exceed the maximum allowable fault level set out in Appendix 2 of the Code and would have an adverse effect on the Transmitter the Customer may, as an alternative, make suitable financial arrangements with the Transmitter to mitigate the economic or financial impact of allowing the new available fault current level to exceed the maximum allowable fault level set out in Appendix 2 of the Code. Such arrangements shall be consistent with the cost responsibility principles set out in the Code.

- 24.2. The Customer shall ensure that those of its facilities that are connected to the Transmitter's transmission system, other than the facilities identified in section H.1 of Schedule H, comply with the basic general performance standards and technical requirements set out in the Code, including in Appendix 2.
- 24.3. Where the Transmitter, after conducting a Customer Impact Assessment under section 6.4 of the Code, provides the Customer with a new available fault current level, the Customer shall, at its own expense, upgrade its facilities as may be required to accommodate the new available fault current level. This obligation shall not apply to the extent that the new available fault current level exceeds the maximum allowable fault levels set out in Appendix 2 of the Code except where suitable financial arrangements have been made with the Customer as contemplated in the last paragraph of section 6.1.2 of the Code.
- 24.4. The Transmitter and the Customer shall fully cooperate to ensure that modeling data required by this Agreement for the planning, design and operation of connections are complete and accurate. The Transmitter shall conduct, or may require that the Customer conduct, such tests as may be required where the Transmitter believes on reasonable grounds that the accuracy of such data is in question. The Party conducting such tests shall promptly report the results to the other Party. Where the tests are conducted by the Transmitter, the tests shall be conducted at a time that is mutually agreed by the Customer and the Transmitter, and the Customer shall reimburse the Transmitter for the costs and expenses reasonably incurred by the Transmitter in conducting the tests. If the testing is required to be rescheduled at the request of a Party or by reason of a Party's failure to attend, that Party shall, at the request of the other Party, pay all reasonable costs incurred by the other Party in respect of the rescheduling of the test.
- 24.5. The Customer shall, at the Transmitter's request, permit the Transmitter to participate in the commissioning, inspection, and testing of the Customer's facilities so as to enable the Transmitter to ensure that the Customer's facilities will not adversely affect the reliability of the Transmitter's transmission system.
- 24.6. Where section 24.5 applies, the commissioning, inspection or testing of the Customer's facilities shall be conducted at a time that is mutually agreed by the Customer and the Transmitter. If the commissioning, inspection or testing is required to be rescheduled at the request of a Party or by reason of a Party's failure to attend, that Party shall, at the request of the other Party, pay all reasonable costs incurred by the other Party in respect of the rescheduling of the commissioning, inspection or testing activity.

25. ADDITIONAL TECHNICAL REQUIREMENTS

- 25.1. Each Party shall comply with their respective obligations as set out in Schedules E, F and G.
- 25.2. Each Party shall ensure that its facilities meet the technical requirements set out in Schedules E, F and G.

26. OPERATIONAL STANDARDS AND REPORTING

- 26.1. As of the date of this Agreement, the fault levels at all connection points applicable to the Customer's facilities and the assumptions underlying those fault levels, as specified by the Transmitter in accordance with the Market Rules, are set out in section D.1 of Schedule D. The Transmitter shall update such fault levels as may be required under this Agreement or in response to a request by the Customer under section 26.2, and the Parties shall amend Schedule D accordingly.
- 26.2. The Customer acknowledges that the fault levels at connection points applicable to the Customer's facilities will change from time to time, and agrees that it may not rely upon the fault levels as specified section D.1 of Schedule D. Where the Customer reasonably requires confirmation of the fault levels at a connection point applicable to the Customer's facilities, the Customer shall submit a request to that effect to the Transmitter. The Transmitter shall then provide the Customer with the current fault levels.
- 26.3. The Customer shall promptly report to the Transmitter any changes in its facilities that could materially affect the performance of the Transmitter's transmission system.
- 26.4. The Customer shall, at the Transmitter's request, promptly report to the Transmitter any and all incidents involving the automatic operation of the Customer's facilities' protective relays that affect the Transmitter's transmission facilities.
- 26.5. The Transmitter shall promptly report to the Customer any changes in its facilities that could materially affect any transmission services provided to the Customer under this Agreement.

27. OPERATIONS AND MAINTENANCE

27.1. Work on Site of Other Party

- 27.1.1. When a Party is conducting work at the other Party's site, the working Party shall:
- (a) subject to section 27.1.2, comply with all of the host Party's practices and requirements relating to occupational health and safety and environmental protection;
 - (b) comply with all applicable law relating to occupational health and safety and environmental protection; and
 - (c) comply with all of the host Party's reasonable practices and requirements relating to security of the host Party's site, including entering into an access agreement on reasonable terms relating to security of the host Party's site.

- 27.1.2. When a Party is conducting work at the other Party's site, the working Party shall comply with its own practices and requirements in relation to occupational health and safety and environmental protection:
- (a) to the extent permitted by the host Party, which permission shall not be granted unless the host Party is satisfied that the working Party's practices and requirements provide for a level of safety or protection that equals or exceeds its own; or
 - (b) to the extent that the host Party has not made its practices or requirements known to the working Party.

27.2. General

- 27.2.1. Each Party shall ensure that its facilities are operated and maintained only by persons qualified to do so.
- 27.2.2. Each Party shall operate and maintain its facilities in accordance with Schedule A.

27.3. Controlling Authorities

- 27.3.1. The Controlling Authority for each Party is the person identified as such in Schedule A. A Party may, by written notice to the Controlling Authority of the other Party, from time to time change its Controlling Authority, and the Parties shall amend Schedule A accordingly.
- 27.3.2. A Party shall comply with any request received from the Controlling Authority of the other Party.

27.4. Communication Between the Parties

- 27.4.1. Except as otherwise provided in this Agreement, all communications between the Parties relating to routine operating and maintenance matters shall be exchanged between the Parties' respective Controlling Authorities in accordance with the contact information set out in Schedule A, or as otherwise specified in Schedule A.
- 27.4.2. Each Party shall provide the other Party with a communications protocol to be used by that other Party in emergency situations. The protocol shall include the name of the Party's site emergency coordinator.

27.5. Switching

- 27.5.1. Each Party shall, through its Controlling Authority, develop a written protocol that establishes the conditions for, and the coordination of, switching in respect of equipment under its control.
- 27.5.2. The Parties shall, through their respective Controlling Authorities, approve one another's switching protocols.
- 27.5.3. A Party may, with the consent of the other Party, appoint an employee of the other Party as its designate for switching purposes, provided that orders to operate must be issued by the Party's Controlling Authority.
- 27.5.4. The Transmitter may issue to the Customer, and the Customer shall comply with, such switching instructions as may be required to maintain the security and reliability of the Transmitter's transmission system.
- 27.5.5. The Controlling Authorities of the Parties shall, prior to the time at which any switching activity is to occur, agree upon procedures for such switching activity.

27.6. Isolation of Facilities at Customer's Request

- 27.6.1. A Party shall not, other than in an emergency, operate an isolating disconnect switch except on prior notice to the other Party.
- 27.6.2. If the Customer requires isolation of its own facilities or of facilities under the Transmitter's control, the Customer's Controlling Authority shall deliver a written notice to that effect to the Transmitter's Controlling Authority. The written notice shall contain the following:
- (a) a request that the Transmitter's Controlling Authority provide a Supporting Guarantee;
 - (b) the Transmitter's assigned equipment operating designations, if applicable; and
 - (c) the Customer's assigned equipment operating designations, if the Transmitter's equipment operating designations have not been assigned.
- 27.6.3. After the written notice referred to in section 27.6.2 has been delivered, the Customer's Controlling Authority may request, and the Transmitter's Controlling Authority shall ensure, that the isolation and subsequent reconnection of the Customer's relevant equipment is done on a timely basis. The Parties shall bear their own costs and expenses associated with such isolation and reconnection.
- 27.6.4. The Transmitter may, provided that it has given advance notice to the Customer, lock the isolating disconnect switch in the open position in any of the following circumstances:
- (a) where necessary to protect the Transmitter's personnel or equipment and the Transmitter has received a Supporting Guarantee from the Customer, in which case the lock shall be under the Transmitter's control for the duration of the Supporting Guarantee;
 - (b) where the operation of the Transmitter's equipment interferes with the operation of the Customer's equipment;
 - (c) where equipment owned by either Party interferes with the operation of the Transmitter's transmission system; or
 - (d) where the Transmitter has been directed by the IESO to do so in accordance with the Market Rules.

27.7. Isolation of Facilities at Transmitter's Request

- 27.7.1. If the Transmitter requires isolation of its own facilities from the Customer's facilities or isolation of facilities under the Customer's control, the Transmitter's Controlling Authority shall deliver a written notice to that effect to the Customer's Controlling Authority. The written notice shall contain a request that the Customer's Controlling Authority provide a Supporting Guarantee that identifies the Customer's assigned equipment operating designations.
- 27.7.2. After the written notice referred to in section 27.7.1 has been delivered, the Transmitter's Controlling Authority may request, and the Customer's Controlling Authority shall ensure, that the isolation and subsequent reconnection of the Transmitter's relevant equipment is done on a timely basis. The Parties shall bear their own costs and expenses associated with such isolation and reconnection.

27.8. Alternative Method of Isolation

- 27.8.1. A Party may establish its own Work Protection in place of obtaining a Supporting Guarantee from the other Party.
- 27.8.2. The Party whose facilities are required in order to establish Work Protection shall provide the other Party with access to those facilities.
- 27.8.3. Establishing Work Protection shall be limited to the hanging of tags and the locking of devices.

27.9. Forced Outages

- 27.9.1. Where the forced outage of the facilities of one Party adversely affects the facilities of the other Party, the Controlling Authority of the Party experiencing the forced outage shall promptly notify the Controlling Authority of the other Party of the forced outage.
- 27.9.2. The Controlling Authority of a Party shall have sole authority to identify the need for and to initiate a forced outage of that Party's facilities.

27.10. Planned Work

- 27.10.1. Where planned work to be performed by a Party may affect the safety of the other Party's personnel, the Party performing the work shall provide the other Party with all required Work Protection documentation and related notices in writing or by such other means as they may agree in writing.
- 27.10.2. Where planned work on the facilities of a Party:
- (a) requires the participation or cooperation of the other Party; or
 - (b) could adversely affect the normal operation of the other Party's facilities,
 - (c) the other Party shall use commercially reasonable efforts to accommodate the planned work and shall negotiate in good faith the reasonable procedures and cost sharing criteria applicable to the planned work.
- 27.10.3. The Customer shall take all reasonable steps to ensure that all anticipated and planned outages of its facilities for each calendar year are submitted to the Transmitter by October 1st of the preceding year.
- 27.10.4. All planned work on the Customer's facilities that may affect the Transmitter's transmission facilities shall be scheduled by the Customer with the Transmitter's Controlling Authority.
- 27.10.5. Where the Customer plans work on its facilities that:
- (a) requires a feeder breaker to be opened or operated;
 - (b) requires any disconnection or isolation from any facilities of either Party that are less than 50 kV, such as a feeder breaker;
 - (c) will result in load changes of greater than 5 MW; or
 - (d) will involve a load transfer or a switching operation that directly affects the Transmitter's transmission facilities,
- the Customer's Controlling Authority shall submit a request to the Transmitter's representative identified in Schedule A, including a request to provide a Supporting Guarantee where applicable. Such request shall be submitted in writing and shall be submitted at least four days in advance of the planned work or within such other period as the Parties may agree.
- 27.10.6. Where the Customer plans work on its facilities that requires that multiple feeder breakers, a station bus or a whole transformer station be operated, the Customer's Controlling Authority shall submit a request to the Transmitter's representative identified in Schedule A, including a request to provide a Supporting Guarantee where applicable. Such request shall be submitted in writing and shall be submitted at least ten days in advance of the planned work or within such other period as the Parties may agree.
- 27.10.7. Where the Transmitter plans work on its facilities that directly affects the Customer's facilities and that requires that multiple feeder breakers, a station bus or a whole transformer station be operated, the Transmitter's Controlling Authority shall give notice of the planned work to the Customer's representative identified in Schedule A. Such notice shall be submitted in writing and shall be submitted at least ten days in advance of the planned work or within such other period as the Parties may agree.
- 27.10.8. Where the Transmitter plans work on its facilities that directly affects the Customer's facilities and that requires a feeder breaker to be opened or operated, the Transmitter's Controlling Authority shall give notice of the planned work to the Customer's representative identified in Schedule A.

Such notice shall be submitted in writing and shall be submitted at least four days in advance of the planned work or within such other period as the Parties may agree.

27.10.9 The Controlling Authority of a Party may submit to the other Party a written request for permission to re-schedule planned work that has been previously notified to or scheduled with that other Party. Such request must be given in writing at least two business days prior to the date on which the planned work was originally scheduled to occur.

27.10.10 If a Party's request to re-schedule cannot be reasonably accommodated by the other Party and the Parties cannot agree on an alternate date, the matter shall be submitted to the dispute resolution process set out in section 17.

27.11. Shutdown of Customer's Facilities

27.11.1. The Customer's Controlling Authority shall promptly notify the Transmitter's Controlling Authority in the event that the Customer's facilities are shut down for any reason. The Transmitter shall investigate and determine the cause of the shutdown, using available evidence including input from the Customer's staff.

27.11.2. Once the Transmitter is satisfied that reconnection of the Customer's facilities following a shut down will not adversely affect the Transmitter's transmission system, the Transmitter shall notify the Customer as soon as practicable that it may reconnect its facilities to the Transmitter's transmission facilities. The Customer shall not reconnect its facilities to the Transmitter's transmission facilities following a shut down until authorized to do so by the Transmitter's Controlling Authority. Reconnection shall be effected in accordance with the Transmitter's Board-approved reconnection procedures referred to in section 6.10.3 of the Code or, in the absence of such procedures, in accordance with procedures agreed between the Parties.

27.12. Emergency Operations

27.12.1. During an emergency or in order to prevent or minimize the effects of an emergency, a Party may without prior notice to the other Party take whatever immediate action it deems necessary to ensure public safety or to safeguard life, property or the environment.

27.12.2. Where a Party takes action under section 27.12.1, it shall promptly report the action taken and the reason for that action to the other Party's Controlling Authority.

27.12.3. During an emergency or in order to prevent or minimize the effects of an emergency, the Transmitter may interrupt supply to the Customer's facilities in order to protect the stability, reliability or integrity of the Transmitter's transmission facilities or to maintain the availability of those facilities. In such a case, the Transmitter shall notify the Customer as soon as possible of the transmission system's emergency status and of when to expect the resumption of normal operations. The Transmitter shall notify the Customer once the Transmitter determines that the Customer's facilities may be reconnected. The Customer shall not reconnect its facilities until authorized to do so by the Transmitter.

27.12.4. The Customer shall provide to the Transmitter a rotational load-shedding schedule that identifies the loads that may be required to be shed under section 27.12.5. The schedule shall also identify the controllable devices for each such load. The Transmitter may review the rotational load-shedding schedule with the Customer annually or more often if required.

27.12.5. Where it is directed to do so by the IESO, the Transmitter's Controlling Authority shall initiate rotational load shedding in accordance with Schedule A. The Customer shall respond in accordance with Schedule A and shall comply with the Transmitter's Controlling Authority's direction to shed load.

27.12.6. Where it is directed to do so by the IESO, the Transmitter's Controlling Authority shall initiate a rotational load shedding simulation in accordance with Schedule A. The Customer shall respond in accordance with Schedule A.

27.12.7. In an emergency, the Parties shall communicate in accordance with the communications protocols provided to one another under section 27.4.2.

27.13. Access to and Security of Facilities

27.13.1. Each Party shall ensure that its facilities are secure at all times. Where a Party's facilities are located on the site of another Party, the Parties shall cooperate to ensure the security of those facilities in accordance with section 27.1.1(c).

27.13.2. Each Party shall be entitled to access the site or facilities of the other Party at all reasonable times where required in order to carry out work on its facilities or where otherwise permitted or required under this Agreement. Such access shall be effected in accordance with sections 27.13.4 and 27.13.5.

27.13.3. Each Party shall, to facilitate the exercise by the other Party of its access rights, provide that other Party with all applicable access procedures, including procedures relating to access codes and keys.

27.13.4. Where a Party wishes to exercise its right of access to the site or facilities of the other Party, the accessing Party shall provide reasonable prior notice to the host Party of the date, time and location of access and of the nature of the work to be undertaken. Where the accessing Party's access cannot reasonably be accommodated by the host Party, the Parties shall agree on another date and time for access.

27.13.5. Where a Party is exercising its right of access, the Party shall:

- (a) comply with the obligations set out in section 27.1;
- (b) ensure that any person that will have access to the host Party's site or facilities has been properly trained;
- (c) comply with the procedures provided to it by the host Party under section 27.13.3;

- (d) not damage or interfere with the host Party's property (provided that the exercise of the right of access shall not itself be considered interference); and
- (e) not interact with representatives of the host Party other than the person designated for such purpose by the host Party or as may be permitted by that designated person.

- 27.13.6. Where an accessing Party causes damage to or loss of any property of the host Party, the accessing Party shall promptly notify the host Party. Notwithstanding any provision of section 15, the accessing Party shall pay to the host Party the host Party's reasonable costs of repairing such property or, if such property cannot be repaired, of replacing such property.
- 27.13.7. Where the property of a Party is on the site of the other Party, the host Party shall not interfere with or cause damage to or the loss of that property. Where the host Party causes such damage or loss, the host Party shall promptly notify the other Party. Notwithstanding any provision of section 15, the host Party shall pay to the other Party the other Party's reasonable costs of repairing such property or, if such property cannot be repaired, of replacing such property.
- 27.13.8. In addition to the general right of access referred to in section 27.13.2, the Transmitter may access the site or facilities of the Customer in order to ensure that the Customer's facilities comply with the requirements of this Agreement or for the purpose of investigating a threat or potential threat to the security of the Transmitter's transmission system. Such right of access shall be exercised in accordance with the provisions of this section 27.13.
- 27.13.9. Nothing in this section 27.13 shall prevent or restrict a Party from doing any of the following in an emergency or where required to prevent or minimize the effects of an emergency:
- (a) interfering with the property of the other Party that is on its site; or
 - (b) accessing the site of the other Party without notice.

Where a Party takes such action and causes damage to or loss of the property of the other Party, the acting Party shall promptly notify the other Party. Notwithstanding any provision of section 15, the acting Party shall pay to the other Party the other Party's reasonable costs of repairing such property or, if such property cannot be repaired, of replacing such property.

28. INSPECTION, TESTING, MONITORING AND NEW, MODIFIED OR REPLACEMENT CUSTOMER FACILITIES

28.1. General Requirements

- 28.1.1. The Customer shall inspect, test and monitor its facilities to ensure continued compliance with all applicable instruments and standards referred to in paragraphs (a) to (c) of section 24.1.
- 28.1.2. Where the Transmitter carries out any inspection, testing or monitoring of the Customer's facilities where required or permitted under this Agreement, the Customer shall pay the Transmitter's reasonable costs of doing so.
- 28.1.3. The Transmitter shall inspect, test and monitor its transmission facilities to ensure continued compliance with all applicable instruments and standards referred to in section 4.3.1 of the Code.
- 28.1.4. Each Party shall maintain complete and accurate records of the results of all performance inspection, testing and monitoring that it conducts in fulfillment of its obligations under this Agreement. Such records shall be maintained by each Party for a minimum of seven years or for such shorter time as the Board may permit.
- 28.1.5. Each Party shall, at the request of the other, provide the other Party with the records referred to in section 28.1.4. Without limiting the generality of the foregoing, the Customer shall, at the Transmitter's request, provide the Transmitter with:
- (a) test certificates certifying that the Customer's facilities have passed all relevant tests and comply with all applicable instruments and standards referred to in paragraphs (a) to (c) of section 24.1; and
 - (b) copies of any certificates of inspection or other applicable authorizations or approvals received from the Ontario Electricity Safety Authority in relation to the Customer's facilities.

28.2. New, Modified or Replacement Customer Facilities

- 28.2.1. The Customer shall, at the Transmitter's request, permit the Transmitter to inspect, test or witness the commissioning of any of the Customer's new, modified or replacement facilities where the Transmitter reasonably considers that such new, modified or replacement facilities may adversely affect the performance of the Transmitter's transmission system. The Customer shall pay the Transmitter's reasonable costs of doing so.
- 28.2.2. Where section 28.2.1 applies, the inspection, testing or commissioning of the Customer's facilities shall be conducted at a time that is mutually agreed by the Customer and the Transmitter. If the inspection, test or commissioning is required to be rescheduled at the request of a Party or by reason of a Party's failure to attend, the Party shall, at the request of the other Party, pay all reasonable costs incurred by the other Party in respect of the rescheduling of the inspection, testing or commissioning activity.
- 28.2.3. The Customer shall, at the Transmitter's request, provide the Transmitter with test certificates, including any certificates of inspection or other applicable authorizations or approvals that the Ontario Electrical Safety Authority may have issued, certifying that any of the Customer's new, modified or replacement facilities have passed the relevant tests and comply with all applicable instruments and standards referred to in paragraphs (a) to (c) of section 24.1. The Transmitter may require the provision of these certificates as a condition of connecting any of the Customer's new, modified or replacement facilities. The Customer acknowledges that the Transmitter cannot, where a connection authorization or

other applicable authorization or approval issued by the Ontario Electrical Safety Authority is required in relation to the Customer's new, modified or replacement facilities, connect such facilities unless that connection authorization has been issued.

- 28.2.4. The Transmitter shall provide to the Customer such technical parameters as may be required to assist the Customer in ensuring that the design of the Customer's facilities shall be consistent with the requirements applicable to the Transmitter's transmission system as set out in this Agreement.
- 28.2.5. The Customer shall not make any modifications to its facilities of a type that is specified in section D.2 of Schedule D without the prior approval of the Transmitter.
- 28.2.6. Where the Transmitter considers that a type of modification that is not already specified in section D.2 of Schedule D is likely to have a material adverse effect on the Transmitter's transmission facilities, on the facilities of another of the Transmitter's customers or on the facilities of one of the Transmitter's neighbouring Ontario transmitters, the Transmitter shall so notify the Customer. The Parties shall then negotiate in good faith appropriate amendments to section D.2 of Schedule D.

PART TEN
SCHEDULE J

29. COMPLIANCE WITH SCHEDULE J

- 29.1. The Parties shall comply with their respective obligations under Schedule J.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

Name of Transmitter

Name of Customer

By: Name: _____ By: Name: _____

SCHEDULE A

**SINGLE LINE DIAGRAM, DESCRIPTION OF THE CUSTOMER'S CONNECTION
POINT(S) AND DETAILS OF SPECIFIC OPERATIONS**

A.1. SINGLE LINE DIAGRAM AND CONNECTION POINT(S)

[to be inserted by the Parties]

A.2. LIST OF FACILITIES ON THE PROPERTY OF THE OTHER PARTY

- A.2.1. The following Customer facilities are located on the Transmitter's site:

[to be completed by the Parties]

- A.2.2. The following Transmitter's transmission facilities are located on the Customer's site:

[to be completed by the Parties]

A.3. TELEPHONE CONTACT

- A.3.1. Either Party has the right to change the position designations and telephone numbers listed below with immediate effect at any time by notice in writing delivered to the other Party by fax or other telegraphic means. Any employee of a Party with apparent authority may deliver such a notice to the other Party.

Day to Day Operations

For the operation of the Transmitter's transmission facilities and the Customer's facilities.

Transmitter

Customer

Operating Contacts:

Position:

Name:

Location:

Phone Number:

Fax Number:

Outage Planning:

Position:
 Name:
 Location:
 Phone Number:
 Fax Number:

Position:
 Name:
 Location:
 Phone Number:
 Fax Number:

Position:
 Name:
 Location:
 Phone Number:
 Fax Number:

Notes:

Contract Administration for operating services

Transmitter**Customer**

Position:
 Name:
 Location:
 Phone Number:
 Fax Number:

Position:
 Name:
 Location:
 Phone Number:
 Fax Number:

Position:
 Name:
 Location:
 Phone Number:
 Fax Number:

A.4. OWNER AND OPERATING CONTROL

A.4.1. A Party may change its designated controlling authority set out below at any time during the term of the Agreement, subject to the following conditions:

- (a) the Transmitter may change its designated controlling authority only for the Transmitter's transmission facilities;
- (b) the Customer may change its designated controlling authority only for the Customer;
- (c) either Party shall notify the other in writing of any change in its designated controlling authority at least ten business days before implementing a change; and
- (d) notification of any changes to the controlling authority shall be exchanged between the Transmitter and the Customer as follows:

Transmitter	The Customer
Director – Transmission Operations Division	General Manager [Appropriate level of Management to be identified by the Customer]
All affected Controlling Authorities and Transmission Operations Management Centre	All affected Controlling Authorities

A.4.2. The Customer:

- (a) owns:
- (b) has operating control of:

A.4.3. The Transmitter:

- (a) owns:
- (b) has operating control of:

A.5. Metering Facilities Diagram

This diagram is based on the protection, control, and metering diagram.

A.6. Normal Operations

This Schedule shall include Customer-specific Information during normal operations.

A.7. Emergency Operations

This Schedule would include Customer specific Information during Emergency operations.

A.8. Rotational Load Shedding

A.8.1. Scope

This instruction assigns authority and defines responsibilities for manual primary load shedding that may be required to correct abnormal conditions on the IESO-controlled grid or the Transmitter's transmission facilities. Procedures are also outlined for conducting simulation of rotational load shedding.

A.8.2. Information

From time to time the IESO-controlled grid or the Transmitter's transmission facilities may experience abnormal conditions. To minimize their impact, and to restore and maintain security of operations, prompt control action must be taken. The control actions are numerous and vary according to the abnormal condition.

In extreme situations, the only way to correct abnormal conditions may be to shed primary firm load. Recognizing the impact on the Customer, this control action must be pre-planned as much in advance as possible. Rotational load shedding of primary firm load provides assurance that the abnormal condition will be quickly corrected while allowing for Customer selectivity. The schedule shall comply with the IESO's rules, procedures and policies in effect at the relevant time.

A.8.3. Response to Controlled Rotational Load Shedding

The request to implement a controlled rotation load shed will be as directed by the IESO and can come from the Transmitter's controlling authority located at the Transmitter's territory operating centre.

The request for implementation will follow this model:

"To comply with directions from the IESO, this is the Transmitter's controlling authority calling. We are currently implementing a rotational load shed. Would you please reduce your load to X MW's. You will be notified when conditions allow you to return to full load."

The Customer's response will follow this model:

"I understand that the Transmitter's controlling authority is implementing a rotational load shed and that I am to reduce load to X MW's. Is that correct?"

The Transmitter's controlling authority will confirm the request.

A.8.4. Response to Controlled Rotational Load Shedding Simulation

The request to simulate a controlled rotation load shed will be as directed by the IESO and can come from the Transmitter's controlling authority located at the Transmitter's territory operating centre.

The request for simulation will follow this model:

"To comply with directions from the IESO, this is the Transmitter's controlling authority calling. We are currently simulating a rotational load shed. Would you please simulate a load shed of X MW's. Please inform me of your steps and the actual amount of the simulated load shed you are able to achieve."

The Customer's response will follow this model:

"I understand that the Transmitter Controlling Authority is simulating a Rotational Load Shed and that I am to simulate a load shed of X MW's. Is this correct?"

The Transmitter's controlling authority will confirm the request and both operators will remain on line to review procedure and collect Information.

A.9. Re-verification Schedules-Protection and Control (sample only)

A.9.1. A Customer shall re-verify its station protections and control systems that can impact on the Transmitter's transmission system.. The maximum verification or re-verification interval is: four (4) years for most of the 115 kV transmission system elements including transformer stations and transmission lines, and certain 230 kV transmission system elements; and two (2) years for all other high voltage elements. The maintenance cycle can be site specific.

A.9.2. Customer shall advise the Transmitter at least fourteen (14) business days' notice of its intention to conduct a reverification test, so that the Transmitter's protection and control staff and system performance staff (if required) can observe:

- (a) re-verification of protection equipment settings specified in this Agreement;
- (b) relay recalibration;
- (c) test tripping of station breakers that impact on the Transmitter/Customer interface measurement and analysis of secondary AC voltages and currents to confirm measuring circuit integrity as well as protection directioning; and
- (d) measurement and analysis of secondary AC voltages and currents to confirm measuring circuit integrity.

Note: All tests must be coordinated and approved ahead of time through the normal outage planning process.

A.9.3. The following specific actions are required:

- (a) observe all station protections that trip and open the "enter the devices that interface with the Transmitter" for proper operation; and
- (b) confirm that settings approved by the Transmitter are applied to the following protections:
 - (i) over and under voltage;
 - (ii) transformer differential;
 - (iii) transformer phase and ground backup protection;
 - (iv) line protections;
 - (v) breaker or HVI failure protection; and
 - (vi) transfer and remote trip protections.

A.10. General Protections (sample only)

1. There are no line protections at Site.
2. Transformer faults are cleared by the high voltage (HV) and medium voltage (MV) breakers.
3. The transformer protection sends a block to the Transmitter's network transformer station or switching station to prevent out of zone tripping.
4. Breaker failure protection sends transfer trip and it is then cascaded to other stations.
5. Under Frequency Load Shedding relays that operate as follows:

[Set out Particulars]

A.11. Telecommunication Facility Details for Protection and Control Applications (sample only)**A.11.1. Telecommunication Medium**

The communication medium used will be two (2) leased telephone circuits from Bell Telephone and these circuits are the responsibility of the Customer

A.11.2. Types of Telecommunication Channels

2 Blocking Channels

2 Transfer Trip Channels

A.11.3. Ownership of Telecommunication Terminal Equipment

The terminal equipment located at a given facility is owned by the Customer. The communication medium (leased telephone circuits) is considered to be owned by the Customer. Therefore, the Customer is responsible for the restoration of the failed communication medium.

The terminal equipment located at a switching station is owned by the Transmitter.

A.11.4. Responsibility for Work and Costs Associated with Breakdown and Routine Maintenance

If maintenance is required on the terminal equipment located at the Customer's facility, the Customer will bear all incurred costs.

If maintenance is required on terminal equipment located at sites owned by the Transmitter, the Transmitter will bear all incurred costs.

If maintenance or repair is required on the leased telephone circuits, the Customer will incur all associated costs. These costs will include charges by Bell Telephone and the Transmitter if its personnel are required to participate in any of the related activities.

A.11.5. Reverification Schedule

Routine Maintenance on communication equipment and the communication channels must be performed every two years.

A.11.6. Inventory of Communication Equipment

The provision of spare communication equipment is the Customers' responsibility and will be located at its site.

A.11.7. Failure of Communication Equipment

If a communication failure affects either the transfer trip channels or the blocking channels; the Transmitter will decide whether or not the Customer should remain connected to the high-voltage system. The Transmitter must advise the Customer, through the appropriate communication protocol outlined in this code, of the situation, the choices available to the Customer and the risks involved. Since the Transmitter will take the decision according to its own interests, the Customer can choose to remain or separate from the high-voltage system at its own risk.

A.11.8. Mean Time for Repairs

The mean time for repairs will be within two working days, dependent on the availability of staff of Bell Telephone and the Transmitter.

A.11.9. Provision of Purchase Order by Customer to Transmitter

The Customer will provide the Transmitter's designated leader with a purchase order, so that the Transmitter may apply appropriate charges to the Customer.

SCHEDULE B**TRANSMISSION SERVICES AND ASSOCIATED CHARGES**

B.1. This Schedule applies where the Customer's facilities are connected to those of the Transmitter's transmission facilities that form part of the IESO-controlled grid.

B.2. In this Schedule and in Attachment B1:

(a) the terms "Delivery Point" and "Network Service" shall have the meaning given to them in the Transmitter's Rate Order; and

(b) the terms "Registered Wholesale Meter", "Metering Registry" and "Metering Service Provider" shall have the meaning given to them in the Market Rules.

B.3. The Customer shall not be entitled to receive, and the Transmitter shall not be required to provide, any transmission services unless the Customer and the Customer's facilities comply with all applicable requirements of this Agreement and with all revenue metering and associated billing and settlement requirements of the Market Rules. Without limiting the generality of the foregoing, the Customer must provide the following information to the Transmitter:

(a) the identity of each Delivery Point associated with Customer's facilities, including the voltage supply level;

- (b) a forecast of the Customer's demand at each such Delivery Point; and
 - (c) if applicable, the identity of each generation unit that is embedded relative to the Customer (determined in accordance with section J.1 of Schedule J) and the following information in respect of each such generation unit: (i) installed capacity; (ii) date on which all approvals required for installation of the generation unit were obtained; (iii) technology type; and (iv) fuel or generation source type.
- B.4. Where the Customer wishes to obtain Export Transmission Service, the Customer shall arrange for and obtain that transmission service in accordance with the requirements of the Market Rules.
- B.5. Charges for transmission services provided to the Customer shall be determined and billed in accordance with the Transmitter's Rate Order and the Market Rules.
- B.6. Without limiting the generality of section B.5:
- (a) transmission services shall be charged on the basis of the Delivery Point associated with the Customer's facilities;
 - (b) where there is more than one Delivery Point associated with the Customer's facilities, transmission services shall be charged individually for each Delivery Point (with the result that the Customer's demand at multiple Delivery Points cannot be aggregated);
 - (c) where a Delivery Point associated with the Customer's facilities is also a Delivery Point for the facilities of an affiliate of the Customer, the demand at that Delivery Point may be aggregated if the facilities are on a single site or if the facilities are on adjacent sites owned by the Customer or by the Customer and an affiliate of the Customer; and
 - (d) charges for transmission service shall be calculated after taking account of site-specific losses as determined in accordance with the Market Rules.
- B.7. Transmission service charges shall be paid by the Customer to the IESO in accordance with the Market Rules. A dispute related to an amount payable by the Customer to the IESO on account of transmission service charges that is subject to the dispute resolution provisions of the Market Rules shall be resolved in accordance with those provisions. Nothing in this section B.7 shall preclude a Customer from initiating a dispute under this Agreement in relation to the applicability of transmission service charges or the classification of transmission service charges.
- B.8. The Customer shall notify the Transmitter in the event of a material change in any of the information referred to in section B.3 relative to the most recent information provided to the Transmitter.
- B.9. The Parties may agree to use Attachment B1 or an amended version of Attachment B1 in connection with the payment of transmission service charges.

Attachment B1

Billing for Transmission Service Charges and Designation of Agent (as permitted by section B.9 of Schedule B)

As contemplated in the Transmitter's Rate Order, the IESO will submit invoices for transmission services to market participants that utilize Network Service or Export Transmission Service.

The Market Rules and the Transmitter's Rate Order require that transmission service charges payable by transmission customers shall be collected by the IESO. The billing and settlement processes used by the IESO are designed to collect transmission service charges from entities that are market participants, using meter readings that are totalized and loss adjusted. The Customer shall ensure that any Registered Wholesale Meter used for the purposes of determining transmission service charges payable by the Customer satisfy the wholesale metering requirements and associated obligations specified in Chapter 6 of the Market Rules (including the appendices to that Chapter).

The Customer may wish to designate to another entity that is a market participant (referred to as the "Transmission Customer Agent") the responsibility for paying some or all of the transmission service charges payable by the Customer and the responsibility for satisfying the wholesale metering requirements and associated obligations specified in Chapter 6 of the Market Rules (including the appendices to that Chapter). Any such designation shall be made on the basis of delivery points and associated connection points with respect to which the Customer has transferred the obligations to the Transmission Customer Agent.

Where the Customer wishes to so designate another entity as its Transmission Customer Agent, the Customer and the Transmission Customer Agent shall sign the form set out below and return it to the Transmitter. Once the designation takes effect, the transmission service charges payable by the Transmission Customer Agent will be calculated by the IESO as though the Transmission Customer Agent were the Customer with respect to the designated connection points at the applicable delivery points. Except as otherwise provided in section B.6 of Schedule B, the demand designated to the Transmission Customer Agent by the Customer shall not be aggregated with any demand for which (a) the Customer retains the obligation to pay transmission service charges, (b) the Customer designates the obligation to another entity, or (c) another customer of the Transmitter designates the obligation to the Transmission Customer Agent.

Transmission Customer Designation Form

The undersigned Customer hereby transfers to the undersigned Transmission Customer Agent, and the undersigned Transmission Customer Agent hereby assumes and agrees to honour, all obligations and responsibilities for each Registered Wholesale Meter and the payment of transmission service charges associated with the connection points listed below. This transfer of obligations and responsibilities is in accordance with Schedule B of the Connection Agreement between the Customer and the Transmitter. The undersigned Transmission Customer Agent hereby agrees to register as a market participant with the IESO and to be subject to all of the requirements of the Market Rules for the purposes of payment of transmission service charges associated with the delivery points and associated connection points listed below. The Customer and the Transmission Customer Agent, as applicable, undertake to notify and

oblige their respective Metering Service Provider(s) to ensure that the Metering Registry data maintained by the IESO in accordance with Chapter 6 of the Market Rules (including the appendices to that Chapter) is updated consistent with this designation.

List of delivery points and associated connection points for which obligations and responsibilities are transferred:

Delivery point	Description of associated connection points

<p><u>On Behalf of Customer</u></p> <p>Signed: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Business Name and Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><u>On Behalf of Transmission Customer Agent</u></p> <p>Signed: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Business Name and Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

Received by Transmitter

Business Name: _____

Signed: _____

Title: _____

Date: _____

The designation contained herein shall become effective once the Metering Service Provider(s) for the Customer and the Transmission Customer Agent submit(s) the information required in accordance with the change management process for the Metering Registry maintained by the IESO.

SCHEDULE C

CURE PERIODS FOR DEFAULTS

- C.1. The Cure Period for a Financial Default shall be:
 - (a) seven business days; or
 - (b) ten business days, where notice has been given to the Transmitter under section 19.4.1.
- C.2. The Cure Period for a Non-financial Default shall depend on the impact of the Non-financial Default, determined by the Non-defaulting Party as follows:

Impact of Default	Description	Cure Period
Safety - Immediate	A Non-financial Default that could result in immediate injury or loss of life (e.g., exposed wires, destroyed station fence, etc.).	Promptly
Safety - Potential	A Non-financial Default that could result in injury or loss of life if a single contingency were to occur (e.g., substandard grounding)	Promptly
Environment - Immediate	A Non-financial Default that could result in immediate adverse effects on land, air, water, plants, or animals	Promptly

Impact of Default	Description	Cure Period
Asset Integrity	A Non-financial Default that could adversely affect the ability of an asset to operate within prescribed ratings (voltage, thermal, short circuit) or be maintained to required standards for the purpose of prolonging the lifespan of the asset or satisfying safety or environmental requirements	Promptly
Environmental – Potential	A Non-financial Default that could, if a single contingency were to occur, result in adverse effects on land, air, water, plants, or animals	30 days
Power Quality	A Non-financial Default that could result in a variation in electric power service that could cause the failure or improper or defective operation of end-use equipment, such as voltage sag, overvoltage, transients, harmonic distortion and electrical noise	30 days

- C.3. Where a Non-financial Default can have more than one impact and the impacts have different Cure Periods, the shortest of the Cure Periods shall apply.

SCHEDULE D

FAULT LEVELS AND MODIFICATIONS REQUIRING APPROVAL BY THE TRANSMITTER

D.1. FAULT LEVELS

[to be completed by the Parties and updated as required, using Attachment D1 or an amended version of Attachment D1 if desired]

D.2. MODIFICATIONS REQUIRING APPROVAL BY THE TRANSMITTER

- D.2.1. In accordance with sections 28.2.5 and 28.2.6, the following modifications to the Customer's facilities may not be made by the Customer without the prior approval of the Transmitter:

[to be completed by the Parties]

Attachment D1

Fault Levels (as permitted by section D.1 of Schedule D)

Tariff Delivery Point	Supply Voltage (kV)	Tx Connection Point Number	Tx Connection Point	Fault Level (kA)

SCHEDULE E

GENERAL TECHNICAL REQUIREMENTS

1.1 Guidelines of Reliability Organizations

- 1.1.1. Customers and Transmitters shall follow all reliability organizations' standards as they may be amended from time to time.
- 1.1.2. The Transmitter shall provide to Customers upon request, the address and contact persons at the relevant reliability organization.

1.2. Isolation from the Transmission System

- 1.2.1. The Customer shall provide an isolating disconnect switch or device at the point or junction between the Transmitter and the Customer, i.e., at the point of the interconnection, which physically and visually opens the main current-carrying path and isolates the Customer's facility from the transmission system.
- 1.2.2. The isolating disconnect switch shall meet the following criteria:
- 1.2.2.1. it shall simultaneously open all phases (i.e., group-operated open/close) to the connection;

- 1.2.2.2. it shall be lockable in the open and closed positions;
- 1.2.2.3. when the device is used as part of the HVI failure protection system, it shall be motor-operated and equipped with appropriate control circuitry; and
- 1.2.2.4. it shall be suitable for safe operation under the conditions of use.

1.3. Protection and Control

- 1.3.1. The protection systems, which protects transmission system elements, shall be capable of minimizing the severity and extent of disturbances to the transmission system while themselves experiencing a first-order single contingency such as the failure of a relay protection system to operate or the failure of a breaker to trip. In particular:
 - 1.3.1.1. the elements designated by the Transmitter as essential to system reliability and security shall be protected by two protection systems. Each system shall be independently capable of detecting and isolating all faults on those elements. These elements shall have breaker failure protection, but breaker failure protection need not be duplicated. Both protection systems shall initiate breaker failure protection;
 - 1.3.1.2. to reduce the risk of both systems being disabled simultaneously by a single contingency, the protection system designs shall not use components common to the two systems;
 - 1.3.1.3. the use of two identical protection systems is not generally, recommended, because it increases the risk of simultaneous failure of both systems due to design deficiencies or equipment problems;
 - 1.3.1.4. the protection systems shall be designed to isolate only the faulted element. For faults outside the protected zone, each protection system shall be designed either not to operate or to operate selectively in coordination with other protection systems;
 - 1.3.1.5. Customer protection settings for protections affected by conditions on the transmission system shall be coordinated with those of the transmission system;
 - 1.3.1.6. protection systems shall not operate to trip for stable power swings following contingencies that are judged by protection system designers as not harmful to the transmission system or its Customers;
 - 1.3.1.7. the components and software used in all protection systems shall be of proven quality for effective utility application and following good utility practice;
 - 1.3.1.8. critical features associated with the operability of protection systems and the high voltage interrupting device (HVI) shall be annunciated or monitored;
 - 1.3.1.9. the design of protection systems shall facilitate periodic testing and maintenance. Test facilities and procedures shall not compromise the independence of the redundant protection systems. Test switches shall be used to eliminate the need to disconnect wires during testing;
 - 1.3.1.10. the two protection systems shall be supplied from separate secondary windings on one voltage transformer or potential device and from separate current transformer secondary windings, i.e., from two separate current transformers;
 - 1.3.1.11. separately fused and monitored DC sources shall be used with the two protection systems. For all generating Facilities connected to the transmission system, two separate DC station battery banks shall be required to provide the required degree of reliability; and
 - 1.3.1.12. protection system circuitry and physical arrangements shall be designed to minimize the possibility of incorrect operations from personnel error.
- 1.3.2. Specific protection and control practices and equipment requirements are set out in Schedule G of this Agreement.
- 1.3.3. Transmitters and Customers should apply protection systems, using the typical tripping matrix for transmission system protection shown in Exhibit E.2, of this Schedule E.

1.4. Insulation Coordination

- 1.4.1. Equipment connected to the transmission system shall be protected against lightning and switching surges. This shall include station shielding against direct lightning strokes, surge protection on all wound devices, and cable/overhead interfaces.
- 1.4.2. A tap connected to a shielded transmission circuit shall also be shielded.
- 1.4.3. The Transmitter shall review surge arrester ratings.
 - 1.4.3.1. The Transmitter shall provide all relevant Information, e.g., ratings, to Customers upon request. The Transmitter, however is not responsible for the adequacy of design or correctness of the operation of any equipment or apparatus including the surge arrester(s).

1.5. Grounding

- 1.5.1. Grounding installations shall be capable of carrying the maximum foreseeable fault current, for the duration of such fault currents, without risking safety to personnel that may be present on site when a fault occurs, damage to equipment, or interference with the operation of the transmission system.

- 1.5.2. Each transformer, switching, or generating station shall have a ground grid on which all metallic structures, metallic equipment and non-energized metallic equipment are solidly connected. The size, type and requirements for the ground grid are site-specific, depending on such factors as soil conditions, station size, and short-circuit level.
- 1.5.3. The Transmitter shall review the ground potential rise (GPR) study submitted by the Customer at the Customer's cost. The Customer shall comply with the Bell System Practices as they may be amended or modified from time to time and the IEEE standard 487 as it may be amended or modified from time to time for providing special high-voltage protection devices on metallic communication cables. The Transmitter assumes no responsibility for the adequacy of design or correctness of the operation of any equipment or apparatus associated with the Customer's installation.
- 1.5.4. The placement of any additional grounding points on the transmission system shall require the approval of the Transmitter. The Transmitter shall give its approval if it is satisfied that the reliability of its transmission system is not affected.

1.6. Telemetry, Monitoring, and Telecommunications

- 1.6.1. Transmitters shall advise Customers of the performance and details of required telemetering facilities that serve them. Some requirements depend on the size and specific location of the connection to the transmission system. As a minimum, telemetry shall be required for the flow of real and reactive power through circuits and transformers, the voltages at selected points, and the status (open or closed) of switching elements.
- 1.6.2. A Transmitter may require a Customer to install monitoring equipment to track the performance of its facilities, identify possible protection system problems, and provide measurements of power quality. The responsibility for costs will be as determined by the Board. As required, the monitoring equipment shall perform one or several of the following functions:
- 1.6.2.1. sequence of events recording (SER) to record protection related events at a connection;
- 1.6.2.2. digital fault recording (DFR) to permit analysis of transmission system performance under normal and abnormal conditions; or
- 1.6.2.3. power quality monitoring (PQM) to record voltage transient surges, voltage sags and swells, voltage unbalance, supply interruptions, frequency variations and other voltage and current waveform monitoring.
- 1.6.3. Customers' telecommunications facilities shall be compatible with those of the Transmitter and have similar reliability and performance characteristics. At the Transmitter's discretion, some or all of the following functions may require telecommunication: protective relaying; system control and data acquisition (SCADA); voice communication; and special protection systems (e.g., generation rejection or runback).
- 1.6.4. Telecommunication facilities, design details, and performance requirements, associated with Customers' facilities, shall be provided at the Customer's expense.
- 1.6.5. The Customer shall bear all costs, without limitation, of providing the same telemetry data required under the Market Rules, associated with its facilities to the Transmitter and providing all required connection inputs to the Transmitter's disturbance-monitoring equipment, except:
- 1.6.5.1. where the connection inputs to the Transmitter's disturbance-monitoring equipment are of mutual benefit to the Customer and the Transmitter, in which circumstance the Customer and Transmitter shall share the cost of providing the data in proportion to the benefits received; or
- 1.6.5.2. where the connection inputs to the Transmitter's disturbance-monitoring equipment are required only for the Transmitter's benefit, in which case the transmitter shall pay all of the costs associated with providing the data.

1.7. Inspecting and Commissioning Procedures

- 1.7.1. Customers shall ensure that any new or replacement equipment that they own is inspected and tested before initial connection to the transmission system. The initial verification tests shall confirm that the connection of the Customer's facility to the transmission system:
- 1.7.1.1. does not pose any safety hazards;
- 1.7.1.2. does not adversely affect operation of the transmission system in a material manner; and
- 1.7.1.3. does not violate any requirement of the Code or this Agreement.
- 1.7.2. The Transmitter has the right to inspect the Customer's facility and witness commissioning tests related to any new or replacement equipment that could reasonably be expected to adversely affect the transmission system. The initial verification shall include high-voltage interrupting devices, line disconnect switches, the line and bus connections from the dead-end structure to Customer's facility, power transformers, surge arresters, DC batteries, and station service systems, protection, metering, and communication systems. The Customer shall have the right to the inspection reports relating to such facility.
- 1.7.3. The Transmitter assumes no responsibility for the adequacy of design or correctness of the operation of any equipment or apparatus associated with the Customer's installation. The Transmitter shall notify the Customer of its findings regarding any potential problems or limitation of such equipment or apparatus owned by the Customer, without any responsibility.
- 1.7.4. The Customer shall advise the Transmitter of the commissioning program in writing, thirty business days before it proposes to begin the commissioning tests. The written notice shall include the connection commissioning schedule, the proposed test procedure, the test equipment to be used, and the transmission system conditions required, and also the name of the individual responsible for coordinating the proposed tests on the Customer's behalf.

- 1.7.5. Within fifteen business days of receiving the notice, the Transmitter shall notify the Customer that it:
- 1.7.5.1. agrees with the proposed connection commissioning program and test procedures; or
 - 1.7.5.2. requires changes in the interest of safety or maintaining the reliability of the transmission system, and that such changes shall be sent to the Customer promptly.
- 1.7.6. If the Transmitter requires changes, then the Parties shall act in good faith to reach agreement and finalize the commissioning program within a reasonable period.
- 1.7.7. The Customer shall submit the results of the commissioning tests to the Transmitter and must demonstrate that all its equipment complies with the Code and this Agreement.
- 1.7.8. If the commissioning test reveals non-compliance with one or more requirements of the Code or this Agreement, the Customer whose equipment was tested shall promptly meet with the Transmitter and agree on a process aimed at achieving compliance.
- 1.7.9. The Transmitter may withhold permission to complete the commissioning and subsequent connection of the Customer to the transmission system if the relevant equipment fails to meet any technical requirement stipulated in the Code or this Agreement.
- 1.7.10. All reasonable costs incurred or associated with Transmitter's witnessing of the verification tests shall be borne by the Customer.







1.8. Procedures for Maintenance and Periodic Verification

- 1.8.1. The Transmitter, using good utility practice, may specify the maintenance criteria and the maximum time intervals between verification cycles for those parts of Customers' facilities that may materially adversely affect the transmission system. The obligations for maintenance and performance re-verification shall be stipulated in the appropriate schedule to this Agreement.
- 1.8.2. Test switches shall be provided to isolate current and potential transformer input to the relays as well as a set of switches to isolate the relays tripping outputs from the power equipment control circuitry.
- 1.8.3. The reasonable cost of conducting maintenance and verification tests shall be borne by the Customer.
- 1.8.4. The Transmitter may appoint a representative to witness relevant maintenance and verification tests and the Customer shall permit the representative to be present while those tests are being conducted.
- 1.8.5. To ensure that the Transmitter's representative can witness the relevant tests, the Customer shall submit the proposed test procedures and a test schedule to the Transmitter not less than ten business days before it proposes to carry out the test. Following receipt of the request, the Transmitter may delay for technical reasons the testing for as long as ten business days. The Transmitter will use best efforts to make the required test date.
- 1.8.6. The reasonable costs associated with the witnessing of verification tests by the Transmitter's representative shall be borne by the Customer.
- 1.8.7. If a verification test reveals that the electrical equipment or protective relay system covered under the operations schedule does not comply with requirements, the Customer shall:
- 1.8.7.1. promptly notify the Transmitter of that fact;
 - 1.8.7.2. promptly advise the Transmitter of its proposed remedial steps and its timetable for their implementation;
 - 1.8.7.3. diligently undertake appropriate remedial work and provide the Transmitter with monthly reports on progress; and
 - 1.8.7.4. conduct further tests or monitoring on completing the remedial work, to confirm compliance with the relevant technical requirements.
- 1.8.8. The Transmitter's reasonable costs associated with witnessing the performance tests following remedial work shall be borne by the Customer.
- 1.8.9. Customers shall make their maintenance records and verification test results, including up-to-date as-built drawings, available to the Transmitter upon request.

SCHEDULE E (CONT'D)

Exhibit E.1 Protection System Symbols and Devices

Protection Systems - Symbols and Device Functions

51B	Transformer Phase Backup
50 / 51	Instantaneous / Timed Overcurrent
51V	Voltage Controlled Overcurrent
64	Line Ground Protection
79-25	Synchronizing Relay
A21 / B21	Line Phase Protection - A&B Group
A27 / B27	Undervoltage - A&B Group
A59 / B59	Overvoltage - A&B Group
A64-27 / B64-27	Ground Undervoltage - A&B Group
A64-59 / B64-59	Ground Overvoltage - A&B Group
A81U / B81U	Underfrequency - A&B Group
A81O / B81O	Overfrequency - A&B Group
A87 / B87	Transformer Differential - A&B Group
F	Failure Protection
L1, L2	Supply Line
T1, T2	Power Transformer
RT/TT	Remote or Transfer Trip for HVI Device Failure Protection
	Circuit Breaker
	Circuit Breaker with Reclosure
	HV Interrupting Device
	a) Circuit Breaker
	b) Circuit Switcher
	c) Vacuum Interrupter
	Motor Operated Disconnect Switch
	HV Transformer Bushing
	LV Transformer Bushing

SCHEDULE E (CONT'D)

Exhibit E.2 Typical Transmission System Protection Tripping Matrix

The following is a simplified tripping matrix showing the breakers that trip for different protection systems on the transmission system based on a single line supply to a Customer station or a transmitter's tapped transformer station operating, at the high voltage side, above 50 kV 50kV. The type of Customer (i.e., load or Generator) station configuration and other site-specific factors will influence the desired tripping matrix. The same approach can be applied to large 44-kV developments. In some applications, it may be desirable to trip the MV breaker for Line ZI/T operations instead of the HV Breaker.

PROTECTION FUNCTION	INITIATING PROTECTION							
	LINE ZI	LINE ZT	TTR LOCAL	XFRM	BUS	B/F HV	FRAME LEAK *	B/F MV
TRIP HV BREAKERS	T	T		T	T	T	T	T
HV BREAKER FAILURE	I	I		I	I			
HV AUTO-RECLOSE	C	C		C	C	C	C	C
TRIP MV BREAKERS			T	T	T	T	T	T
MV BREAKER FAILURE			I	I	I		I	
MV AUTO-RECLOSE					C	C	C	C
TTT	S					S	S	
OPEN XFR DISC				I				
RIP ADJACENT HV ZONES						I		
RIP ADJACENT MV ZONES								I

T - trip breakers
 I - initiate
 C - cancel
 S - send signal
 HV - high voltage

TTR/T - transfer trip receive/transmit
 ZI/T - impedance instantaneous/timed
 B/F - breaker failure
 MV - medium voltage

* - Frame leakage protection is normally associated with 500kV breakers

All transmission system elements, including breakers, in the zones of protection shall be fitted with redundant protection systems if devices operated at more than 50 kV, except as noted.

All breakers in the zone of protection that includes devices operated at more than 50 kV shall be fitted with the non-redundant breaker failure-protection systems. Transmission system reliability, as determined by the IESO, may require breaker failure protection on the transformer MV breaker.

The Customer must be able to isolate (self-contain) his internal problems without having a major impact on the transmission system. Under certain circumstances, HV breakers may not be required for load Customer step-down transformers, provided that a motorized disconnect switch and redundant communication channels and paths are provided to isolate the transformer at the terminal stations if a fault occurs in the transformer zone of protection.

Medium-voltage buses require either duplicated differential protection or a single differential protection with an overcurrent backup.

SCHEDULE F

ADDITIONAL TECHNICAL REQUIREMENTS FOR TAPPED TRANSFORMER STATIONS SUPPLYING LOAD:

Transmitter's Tapped Transformer Stations; and

Distributor's and Consumer's Tapped Transformer Stations

1.1. Supply Considerations

A high-voltage interrupting (HVI) device shall provide clearing of faults in the load Customer's system. HVIs shall be provided with appropriate back-up protection. The HVI shall be a circuit breaker located at the connection point unless the Transmitter authorizes another device or location.

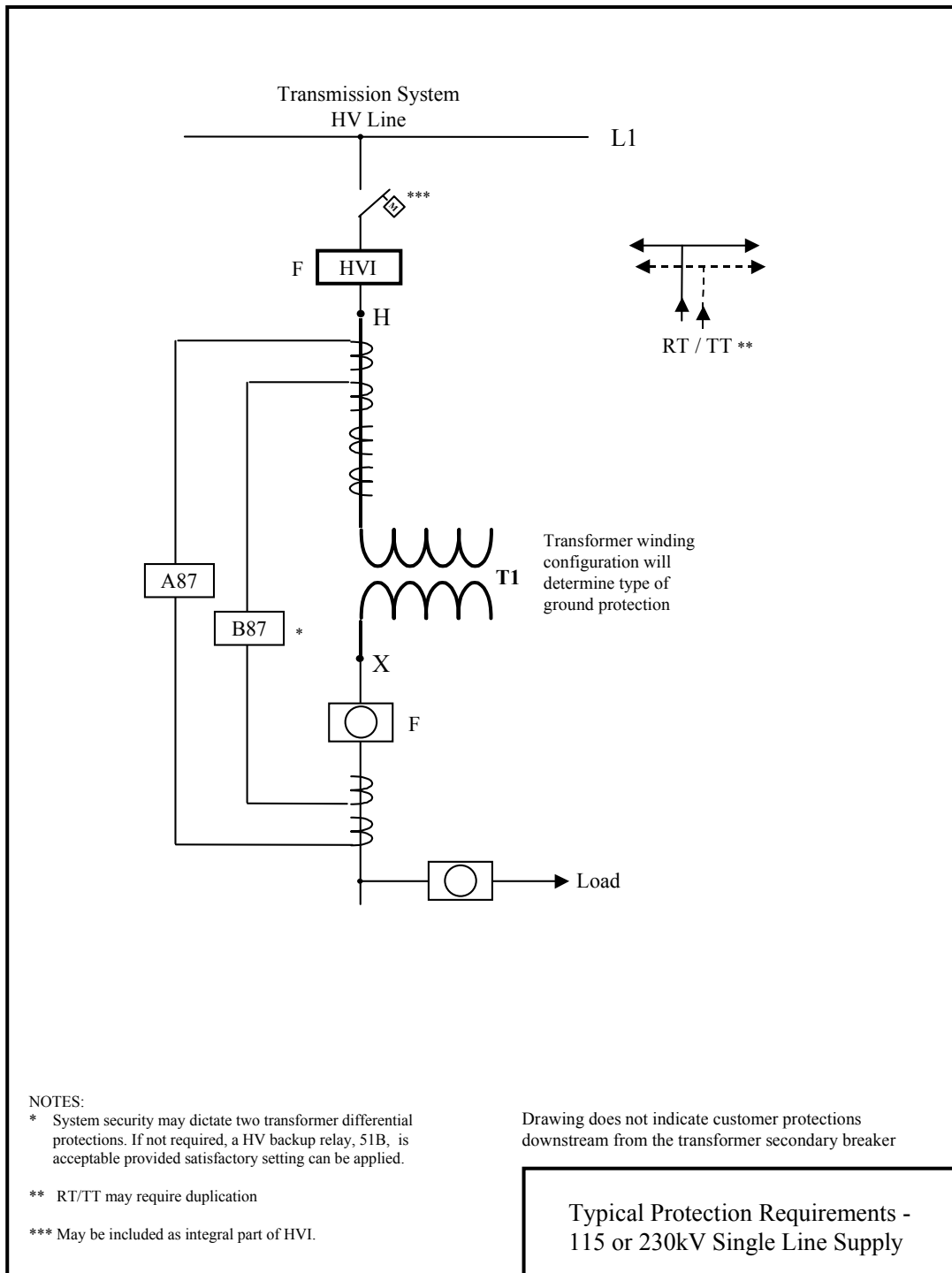
- 1.1.2. The Transmitter shall determine, in consultation with its Customers, the supply voltage to the Customer. The 115 kV or 230 kV voltage shall be generally used for supply of Customers with a peak demand of 20 MW or more.
- 1.1.3. Tapped transformers of Transmitters, Consumers or Distributors, excluding those that are deemed compliant under section 4.6 of the code, shall have adequate on-load tap-changer or other voltage-regulating facilities to operate continuously within normal variations on the transmission system as set out in the Market Rules and to operate in emergencies with a further transmission system voltage variation of \pm six per cent (\pm 6%).
- 1.1.4. The neutrals of the power transformer primary windings at transmission system tapped stations are normally not grounded. Transmitters shall approve grounded transformers by exception only.
- 1.1.5. Consumers and Distributors shall participate in load shedding to meet reliability standards.
- 1.1.6. A transmission system breaker of a Consumer or Distributor shall not autoreclose without Transmitter's approval.
- 1.1.7. A Consumer or a Distributor shall not manually energize a Transmitter's line without the Transmitter's approval.
- 1.1.8. To meet the minimum general requirements for all equipment connected to the transmission system, a Customer may have to install any necessary equipment, including, for example, capacitors and filters.

1.2. Protection Requirements

- 1.2.1. The typical technical requirements for Distributor and Consumer protection shall be followed, as presented in Exhibit E.1 of Schedule E and Exhibits F.1 and F.2 of this Schedule F.
- 1.2.2. Line protections are required when transformers connected to separate supply circuits are operated in parallel on the low-voltage side, or if a large synchronous infeed exists at the low-voltage bus.
- 1.2.3. Directional current sensing relays may be required to detect infeed into faults within the transmission system and isolate the Customer's contribution to the fault. Distance or impedance (21) relays as specified in Exhibit F.2 of this Schedule F, usually serve this need.
- 1.2.4. If the transformer is connected ungrounded wye or delta on the primary, then ground undervoltage (64-27) and ground overvoltage (64-59) protections as shown in Exhibit F.2 of this Schedule F are required to detect ground faults.
- 1.2.5. Where the Transmitter has accepted transformers connected wye-grounded on the primary (Yg/D or Yg/Yg), a ground-overcurrent relay (64) as indicated in Exhibit F.2 of this Schedule F, connected in the transformer neutral, may be used for detection.
- 1.2.6. Where remote/transfer trip circuits are used for transformer faults to trip the Transmitter's line breakers at the terminal stations, the Customer shall use a motor-operated transformer disconnect switch at its station to provide a point of separation from the transmission system. Energization of remote/transfer trip and opening of the disconnect switch (89) shall be initiated simultaneously from the protection circuits. Full opening of the disconnect switch shall block sending of remote trip.
- 1.2.7. For a DC remote trip on a 115-kV system, the Customer shall provide all necessary equipment associated with one monitored teleprotection channel between its station and one of the supply terminal stations or tapped stations. Industry standard relays and associated equipment that is compatible with the Transmitter's remote trip equipment shall be used. A 115-kV transfer trip shall have a similar requirement, except that audio-tone equipment shall be used instead of the DC battery voltage.
- 1.2.8. For a DC remote trip on a 230-kV system, the Customer shall provide all necessary equipment associated with two monitored teleprotection channels between its station and one of the supply terminal stations or tapped transformer stations. Normally two circuits in the same cable would be acceptable, but two separate cables going by and following separate routes may be required. The Customer shall use industry standard relays and associated equipment that is compatible with the Transmitter's remote trip equipment. A 230-kV transfer trip shall have a similar requirement, except that audio-tone equipment shall be used instead of the DC battery voltage.

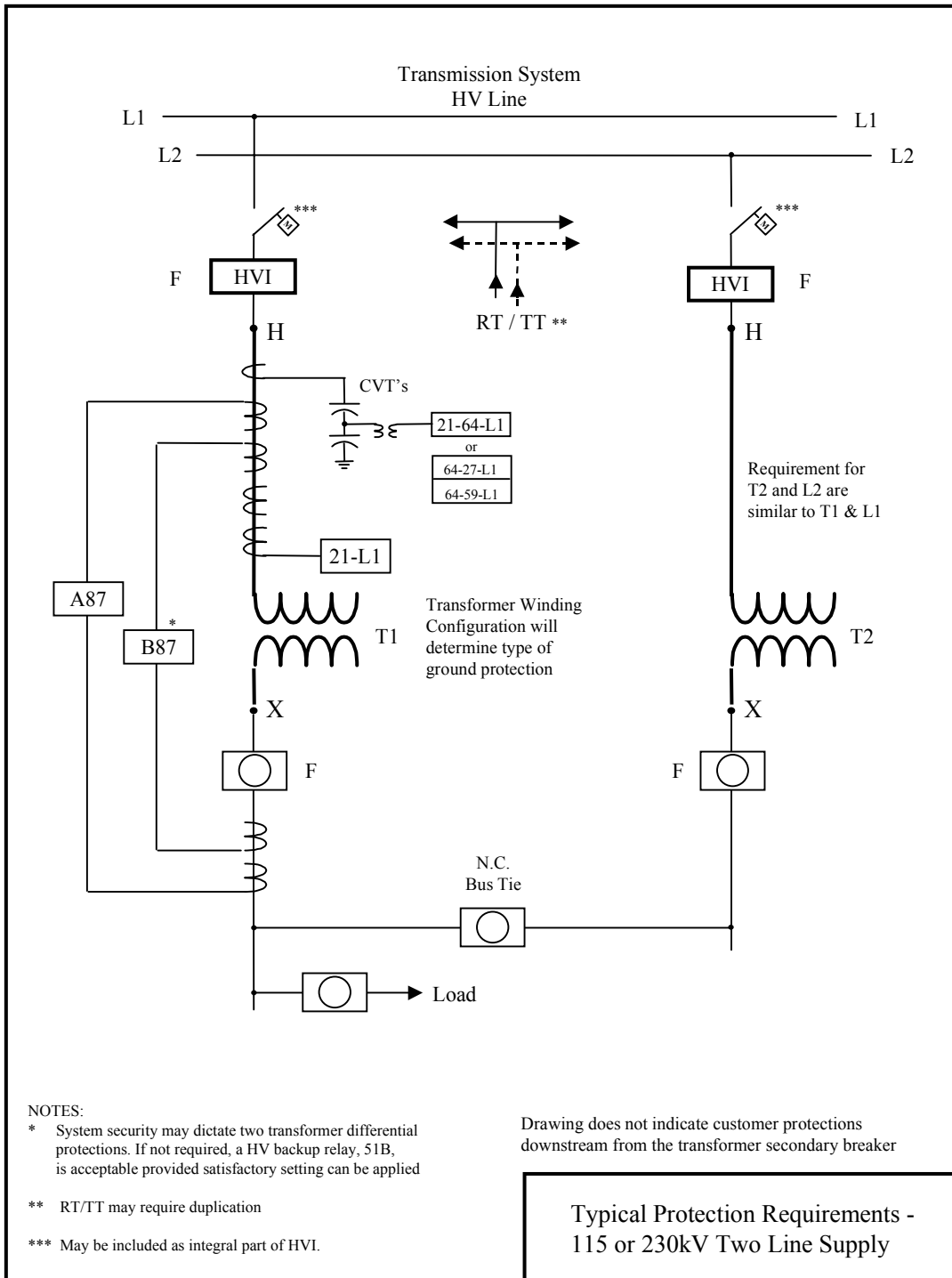
SCHEDULE F (CONT'D)

Exhibit F.1 Typical Single-Line Protection Requirements



SCHEDULE F (CONT'D)

Exhibit F.2 Typical Two Line Protection Requirements



SCHEDULE G

PROTECTION SYSTEM REQUIREMENTS

1.1 Telecommunications

- 1.1.1 The telecommunication facilities, used for protection purposes, shall have a level of reliability consistent with the required performance of the protection system.
- 1.1.2 Transmitters shall specify telecommunication channel media and protective systems.
- 1.1.3 Telecommunication circuits used for the protection and control of the transmission system shall be dedicated to that purpose.
- 1.1.4 Where each of the dual protections protecting the same system element requires communication channels, the equipment and channel for each protection shall be separated physically and designed to minimize the risk that both protections might be disabled simultaneously by a single contingency.
- 1.1.5 Telecommunication systems shall be:
- 1.1.5.1 designed to prevent unwanted operations such as those caused by equipment or personnel;
 - 1.1.5.2 powered by the station's batteries or other sources independent from the power system; and
 - 1.1.5.3 monitored in order to assess equipment and channel readiness.
- 1.1.6 Major disturbances caused by telecommunication failures shall have annual frequency of less than 0.002 per year from the dependability aspect and less than 0.002 per year from the security aspect.
- 1.1.7 Telecommunication protection for a single transmission system circuit shall have an unavailability less than forty two (42) minutes per year, and for two circuits it shall be less than four (4) minutes per year.
- 1.1.8 The telecommunication false-trip rate used as part of a protection system for a single transmission system circuit shall be not more than 0.1 false trips per year, and for two circuits it shall be not more than 0.001 false trips per year.
- 1.1.9 Total transmission system circuit trips coincident with telecommunications failure shall be not more than 0.001 per year.

1.2 Test Schedule for Relaying Communication Channels

- 1.2.1 Communication channels associated with protective relaying shall be tested at periodic intervals to verify that the channels are operational and that their characteristics lie within specific tolerances. The testing consists of signal adequacy tests and channel performance tests.
- 1.2.1.1 Signal adequacy test intervals are:
- 1.2.1.1.1 Channels - for Protection (unmonitored) at one (1)-month intervals; and
 - 1.2.1.1.2 Channels - for Protection (monitored) at twelve (12)-month intervals.
- 1.2.1.2 Channel performance testing on leased communication circuits shall be conducted at 24-month intervals, while intervals for testing power line carrier equipment shall be equipment-specific.

1.3 Verification and Maintenance Practices

- 1.3.1 Customers shall perform routine verifications of protection systems on a scheduled basis in accordance with applicable reliability standards. The maximum verification interval is four years for most 115-kV elements, most transformer stations, and certain 230-kV elements and two years for all other high-voltage elements. All newly commissioned protection systems shall be verified within six months of the initial in-service date of the system.
- 1.3.2 Routine verification shall ensure with reasonable certainty that the protections respond correctly to fault conditions.
- 1.3.3 An electrically initiated simulated-fault clearing check is mandatory to verify new protections, after any wiring or component changes are made to a protection, and for routine verification of a protection.
- 1.3.4 Customers shall ensure that the functional testing of protection and metering can be properly performed and that all verification readings are obtainable.
- 1.3.5 The Transmitter shall co-ordinate the initial verification upon receipt of the approved and final set of drawings. The initial verification shall be used during the final commissioning phase of the station and shall be used as a basis for future periodic verifications.
- 1.3.6 Transmitters and Customers shall agree upon the final functional test procedures before the tests begin. If they cannot agree, the supply or continuity of supply shall depend on the performance of the tests that the Transmitter shall require.

1.3.7. Before the initial functional tests are performed, the Customer shall supply the Transmitter with written documentation that shall readily provide confirmation that appropriate verifications have been completed and that all calibrations, tests, etc., have been performed. For components that may affect the transmission system (such as relays, meters, etc.), the Customer must satisfy the Transmitter that the proper settings have been applied.

1.3.8. Customers shall make available to the Transmitter records of relay calibrations and protection verifications, so that records of the facility's performance can be maintained. The specific records required shall be identified in this Agreement.

1.4. Functional Tests and Periodic Verification

1.4.1. Upon verification that the Customer's static tests on protection and control equipment, outlined in the Code and this Agreement, have been satisfactorily completed, a series of tests shall be performed with the equipment in a dynamic mode. These tests shall ensure that the equipment performs correctly when it should and also that it will not operate improperly.

1.4.2. These tests are here described only in general terms, since the specific tests to be performed will differ depending on the particular station configuration, the components or equipment used, and the design philosophy of the circuitry.

1.4.3. For DC circuitry checks, the logic of the auxiliary circuitry shall be thoroughly checked with the DC applied and the initiating devices suitably energized to initiate the process. When primary relays are the initiating device, the initiation shall be achieved by secondary injection of appropriate electrical quantities to the measuring elements. In certain cases where the sequence of operation is critical, monitoring by a portable sequence-of-events recorder may be required for proper analysis. Operation/tripping of all interrupting/isolating devices shall always be verified, as well as annunciation and target operation.

1.4.4. "On potential" checks shall follow all necessary preliminary procedures. The main equipment shall be energized but not placed on load. The Customer shall check all readings of potentials, including determination of correct phasing/phase rotation. The test must also demonstrate that all equipment performs as expected when energized and is in condition to have primary load applied.

1.4.5. Customers shall make "On-Load" checks following the application of appropriate load, voltage, current, phase angle or crossed wattmeter readings at the appropriate instrument transformer outputs or protection input points, to ensure that all quantities are appearing as required with respect to magnitude, phase relation, etc. These checks are to determine that relays are properly connected and that the watt and var checks of all indicating and referenced equipment are correct. At times it may be necessary to repeat some or all tests, e.g., relay performance, using load currents.

1.5. Failure Protection for High-Voltage Interrupting Devices (HVIs)

1.5.1. Provisions shall be made to clear the fault in case the HVI fails to isolate the fault. The requirements for HVI failure protection vary depending on the maximum permissible fault duration and the location of the connection on the transmission system. Some portions of the transmission system are designed and operated to more stringent requirements to avoid adversely affecting neighbouring transmission systems.

1.5.2. In general, the transmission system will require the HVI failure protection to be achieved by using remote or transfer trip circuits.

1.5.3. In portions of the transmission system having less stringent requirements, the HVI failure protection may be achieved by opening the motor-operated disconnect switch. If the disconnect switch experiences a flashover, the line protection at the transmission station(s) shall operate to isolate the fault.

1.5.4. Automatic ground switches are not acceptable for any new installations for triggering line protection operation following the failure of a HVI.

1.5.5. When circuit switchers are used, the interrupter and disconnect switch shall operate independently. Protections that trip the interrupter shall simultaneously initiate opening of the disconnect switch.

1.5.6. The DC voltage supplied to the interrupter and disconnect switch shall be fed from separately fused and monitored DC supplies: that is, by two (2) DC cables to the control cabinet.

1.6. Instrument Transformers

1.6.1. Current transformer output shall remain within acceptable limits for all anticipated fault currents and for all anticipated burdens connected to the current transformer.

1.6.2. Current transformers shall be connected so that adjacent relay protection zones overlap.

1.6.3. Voltage transformers and potential devices shall have adequate volt-ampere capacity to supply the connected burden while maintaining their accuracy over the specified primary voltage range.

1.6.4. For each independent protection system, separate current and voltage transformer or potential device secondary windings shall be used, except on low-voltage devices.

1.6.5. Interconnected current transformer secondary wiring and voltage transformer secondaries shall each be grounded at only a single point.

1.7. Battery Banks and Direct Current Supply

1.7.1. The Customer shall ensure that if either the battery charger fails or the AC supply source fails, the station battery bank shall have enough capacity to allow the station to operate for at least eight hours for a single battery system or at least six hours for each of the batteries in a two battery system.

- 1.7.2. Critical DC supplies shall be monitored and annunciated such as relay protection circuits and high voltage interrupters (HVIs).
- 1.7.3. For all generating facilities connected to the transmission system, two separately protected (fuse/breaker) and monitored DC station battery systems are required.
- 1.7.4. For tap transformer stations, one protected (fuse/breaker) monitored DC station battery system is required unless two systems are specified by the Transmitter.
- 1.7.5. Where two battery systems are required, there shall be a battery transfer scheme.
- 1.7.6. Where the use of a single battery system is allowed, the following conditions shall be met:
 - 1.7.6.1. it can be tested and maintained without removing it from service;
 - 1.7.6.2. each protection system shall be supplied from physically separated and separately fused direct current circuits; and
 - 1.7.6.3. no single contingency other than failure of the battery bank itself shall prevent successful tripping for a fault.

SCHEDULE H

FACILITIES DEEMED COMPLIANT AND OBLIGATION TO COMPLY

H.1. IDENTITY OF DEEMED COMPLIANT FACILITIES

H.1.1. The following Customer facilities are deemed compliant in accordance with section 4.6.1 of the Code:

[to be completed by the Parties, including identity of the facilities and the extent of non-compliance]

H.1.2. The following Transmitter's transmission facilities are deemed compliant in accordance with section 4.6.1 of the Code:

[to be completed by the Parties, including identity of the facilities and the extent of non-compliance]

H.2. COMING INTO COMPLIANCE

H.2.1. The Transmitter may, where the Board has approved its rules and procedures referred to in section 4.6.3 of the Code, require that some or all of the Customer's facilities to which section 4.6.1 of the Code applies be brought into actual compliance with the basic general performance standards and technical requirements set out in the Code, including in Appendix 2. The Transmitter may impose this requirement in relation to such facilities whether or not they are identified in section H.1.1. The Transmitter may impose this requirement only:

- (a) in relation to that portion of the Customer's facilities in respect of which the Transmitter has made a determination referred to in section 4.6.2 of the Code; and
- (b) in accordance with the Transmitter's Board-approved rules and procedures referred to in section 4.6.3 of the Code.

H.2.2. The Customer shall, upon being required by the Transmitter to do so under section H.2.1, bring its facilities into actual compliance with the basic general performance standards and technical requirements set out in the Code, including in Appendix 2, to the extent required by the Transmitter and in accordance with the rules and procedures referred to in section H.2.1(b). Responsibility for the costs of bringing such facilities into actual compliance shall be determined in accordance with the Transmitter's Board-approved rules and procedures referred to in section 4.6.3 of the Code.

H.2.3. Where Customer facilities are brought into actual compliance under section H.2.2, the Parties shall amend section H.1.1 as required.

H.2.4. Where the Transmitter's transmission facilities are brought into actual compliance, the Parties shall amend section H.1.2 as required.

SCHEDULE I

EXCHANGE OF INFORMATION

I.1. INFORMATION TO BE PROVIDED BY THE TRANSMITTER

I.1.1. Subject to section I.1.2, the Transmitter shall, at the Customer's request, provide the following information to the Customer provided that such information is available at the relevant time:

- (a) feeder amperes per phase;
- (b) bus voltage;
- (c) real and reactive power flow per feeder (where available; otherwise per bus level);
- (d) feeder breaker open/close status;

- (e) feeder breaker recloser blocked/not blocked status;
- (f) bus tie breaker open/close status;
- (g) capacitor bank breaker open/close status; and
- (h) transformer/bus breaker open/close status.

I.1.2. The Customer shall be entitled to the information referred to in section I.1.1 only to the extent that:

- (a) the information relates specifically to the connection of its own facilities;
- (b) the information is relevant to the connection of its own facilities; and
- (c) the Transmitter is not prohibited by its confidentiality obligations as set out in the Code or its licence from providing that information to the Customer.

I.1.3. The Transmitter shall provide the Customer with the following additional information:

- (a) at the Customer's request, a "relay and breaker trip report" for any operation of a breaker or transfer trip relay and that includes the date and time of the breaker or transfer trip operation and reclose or close, the cause of the incident if known and the quantity of load lost;
- (b) megawatt and megavar readings, excluding revenue-metered quantities; and
- (c) [any additional information items as determined by the Parties to be required based on site specific considerations]

I.1.4. A Transmitter may provide information under section I.1.1 or I.1.3 by means of posting the information on a website that is dedicated to the Customer.

I.2. INFORMATION TO BE PROVIDED BY THE CUSTOMER

I.2.1. To the extent that it has not already been provided to the Transmitter, the Customer shall provide the Transmitter with the same technical information provided to the IESO during any connection assessment and facility registration processes associated with the Customer's facilities or any new, modified or replacement Customer Facilities. Such information shall be provided in the form outlined in the applicable sections on the IESO's public website.

I.2.2. The Customer shall provide the Transmitter with updated versions of the technical information referred to in section I.2.1 in the event of a material change in such information.

I.2.3. The Customer shall provide the Transmitter with such information as the Transmitter may reasonably require in order to perform a Customer Impact Assessment.

I.2.4. To the extent that it has not already been provided to the Transmitter under another section of this Agreement or is not reasonably expected to already be known by the Transmitter, the Customer shall provide the Transmitter with the date and time at which the Customer's facilities are connected or reconnected to, or disconnected from, the Transmitter's transmission facilities.

I.2.5. The Customer shall notify the Transmitter in the event that its facilities are not being operated or maintained in accordance with the requirements of this Agreement.

I.2.6. The Customer shall provide the Transmitter with the following additional information:

- (a) the date and time at which any of the Customer's supply circuit breakers or high voltage interrupting switches automatically trips;
- (b) information pertaining to the operation of any of the Customer's automatic protective relays that has an impact on the Transmitter's transmission facilities;
- (c) changes in the Customer's operating setup or operating diagrams relative to the information contained in Schedule A or any updates or amendments thereto;
- (d) at the Transmitter's request, line and load data required for protective relay settings;
- (e) at the Transmitter's request, protective relay settings on equipment protection systems; and
- (f) at the Transmitter's request, annual facility performance data as may be required to enable the Transmitter to meet its reporting obligations to any reliability organization.

I.3. INFORMATION TO BE PROVIDED BY EITHER PARTY

I.3.1. Each Party shall provide the other with the following information:

- (a) any temporary or permanent changes in the configuration of the Party's facilities that may affect the security of those facilities, load distribution, protective relay settings or other parameters;

- (b) details of defective equipment or hazardous conditions that may become known to the Party's Controlling Authority but not to the Controlling Authority of the other Party;
- (c) planned changes in the Party's facilities that affect the operation of those facilities; and
- (d) such other information as the other Party may reasonably require for the purpose of fulfilling its obligations under this Agreement.

I.3.2. Where applicable, the Parties shall amend Schedule A to reflect any information provided by a Party to the other under this Schedule.

SCHEDULE J

EMBEDDED GENERATION, BYPASS, ASSIGNED CAPACITY AND TRUE-UPS

J.1 EMBEDDED GENERATION

- J.1.1. The Transmitter shall, for all purposes, treat a generation facility as embedded generation in relation to the Customer as required by section 11.1.1 or 11.1.2 of the Code.
- J.1.2. The Transmitter shall not, for any purposes, treat a generation facility as embedded generation in relation to the Customer as required by section 11.1.3 or 11.1.4 of the Code.
- J.1.3. The reference to "for all purposes" in section J.1.1 and to "for any purposes" in section J.1.2 includes the purpose of determining whether bypass compensation is required to be paid by the Customer and the purpose of determining the manner in which network charges will be applied.

J.2 BYPASS

J.2.1. Where the Customer disconnects its facilities from the Transmitter's connection facilities in the circumstances described in section 11.2.1 of the Code, the Customer shall pay bypass compensation to the Transmitter, determined in accordance with section 11.2.1 of the Code.

J.2.2. The Customer may:

- (a) disconnect its facilities from the Transmitter's connection facilities for the purpose of subsequently connecting its facilities to its own connection facilities or to connection facilities owned by a person other than the Transmitter; or
- (b) transfer load from the Transmitter's connection facilities to its own connection facilities or to connection facilities owned by a person other than the Transmitter.

In such a case and unless section J.2.3 or section 6.7.8 of the Code applies, the Customer shall pay bypass compensation to the Transmitter, determined in accordance with section 6.7.7 of the Code.

J.2.3. The Customer shall not be required to pay bypass compensation under section J.2.2 in relation to any load that is transferred by the Customer to its own connection facilities or to connection facilities owned by a person other than the Transmitter that:

- (a) would, if it remained on the Transmitter's connection facilities, overload those facilities beyond their normal supply capacity as determined in accordance with the Board-approved procedure referred to in section 6.2.7 of the Code or, in the absence of such Board-approved procedure, in accordance with section 6.1.8 of the Code; or
- (b) is new load, determined in accordance with section 3.0.3 of the Code.

J.2.4. Notwithstanding any other provision of this Schedule J, in no event shall the Transmitter require the Customer to pay any bypass compensation for any reduction in the Customer's load served by the Transmitter's connection facilities that the Customer has demonstrated to the reasonable satisfaction of the Transmitter (such as by means of an energy study or audit) has resulted from embedded renewable generation (determined in accordance with section 11.1 of the Code), energy conservation, energy efficiency or load management.

J.2.5. The Customer shall give the Transmitter no less than one year's notice of the Customer's intention to bypass the connection facilities of the Transmitter.

J.3. LOAD FORECAST AND CHANGES IN LOAD

J.3.1. Where an economic evaluation was conducted in relation to the connection of the Customer's facilities, the following shall be set out in Attachment J1:

- (a) the load forecast provided by the Customer that was used for the purposes of that economic evaluation; and
- (b) the Customer's load shape provided by the Customer, in such detail as to enable the Transmitter to appropriately assess the Customer's system requirements.

J.3.2. The Customer shall, no later than October 1st of each year, notify the Transmitter of any anticipated material increase or decrease in:

- (a) the Customer's load in relation to each connection point during the following year; and
- (b) the Customer's summer peak demand or winter peak demand for each Delivery Point (as defined in Schedule B).

This obligation applies regardless of whether section J.3.1 applies in respect of the Customer. Where this section applies by virtue of the application of section 3.0.7 of the Code, the Customer shall not be required to comply with this obligation until October 1st of the calendar year that commences after the Code revision date.

J.3.3. Where the Customer provides a load forecast for any purpose under this Agreement, the Customer shall ensure that the load forecast is as accurate as possible and reflects, where applicable, reductions in load that are reasonably expected to result from embedded renewable generation (determined in accordance with section 11.1 of the Code), energy conservation, energy efficiency or load management.

J.4. ASSIGNED CAPACITY

J.4.1. The Customer's assigned capacity on each applicable connection facility shall be determined in accordance with section 6.2.2 of the Code and shall be recorded by the Parties in Attachment J2. The Parties shall update that table from time to time as may be required, and may do so by having the Transmitter post updated versions of the table on a website dedicated to the Customer.

J.4.2. The Customer's contracted capacity on each applicable connection facility shall be determined in accordance with section 6.2.3 of the Code.

J.4.3. Where, after the date of coming into force of this Agreement, the Customer requires capacity on the Transmitter's connection facility to serve load that is new load as determined in accordance with section 3.0.3 of the Code, it shall so notify the Transmitter. Provided that there is available capacity on the applicable connection facility and subject to section J.4.4, the Transmitter shall assign the required capacity to the Customer.

J.4.4. Where the Customer's request for additional capacity on the Transmitter's connection facility under section J.4.3 triggers the implementation of the Transmitter's Board-approved available capacity procedure referred to in section 6.2.11 of the Code, any assignment of available capacity to the Customer shall be determined in accordance with that procedure or, in the absence of such Board-approved procedure, in accordance with section 6.1.8 of the Code.

J.4.5. Subject to section J.4.6, where the Transmitter has assigned capacity on a connection facility to the Customer under section J.4.3 and the Customer has not taken up that additional capacity within one year of the assignment, the Transmitter shall cancel that assignment.

J.4.6. Where the circumstances warrant, the Customer may request an extension of the one-year period referred to in section J.4.5, and the Transmitter shall not unreasonably deny such request. Any dispute arising between the Parties in relation to the extension of such one-year period shall be submitted to the Board for resolution.

J.4.7. Capacity on a connection facility that has been assigned to the Customer shall not be reassigned:

- (a) by the Transmitter without the consent of the Customer except in accordance with the Code; or
- (b) by the Customer except in connection with a change in ownership of the Customer's facilities.

The Transmitter shall, at the request of the Customer, reassign the Customer's assigned capacity on a connection facility to reflect a change in ownership of the Customer's facilities.

J.4.8. Capacity on a connection facility that has been assigned to the Customer shall not be cancelled by the Transmitter without the consent of the Customer except in accordance with section J.4.5.

J.4.9. The Customer shall provide such information and assistance as the Transmitter may reasonably require in relation to the conduct by the Transmitter of an expansion study under section 6.2.14 of the Code.

J.5. True-ups

J.5.1. The Transmitter shall carry out true-up calculations in accordance with section 6.5 of the Code.

J.5.2. For the purposes of enabling the Transmitter to carry out a true-up calculation referred to in section J.5.1, the Customer shall provide the Transmitter with an updated load forecast. The Parties shall amend Attachment J1 to reflect that updated load forecast.

J.5.3. Where the Customer voluntarily and permanently disconnects any facilities from the Transmitter's facilities prior to the last applicable true-up point determined in accordance with section 6.5.3 of the Code, the transmitter shall at the time of disconnection carry out a final true-up calculation as required by section 6.5.11 of the Code.

J.5.4. Where the Transmitter has carried out a true-up calculation under section J.5.1 or J.5.3:

- (a) the Customer shall make a payment to the Transmitter where the results of the true-up calculation so require as set out in section 6.5.6 or 6.5.11 of the Code; or
- (b) the Transmitter shall credit or rebate an amount to the Customer where the results of the true-up calculation so require as set out in section 6.5.7 or 6.5.11 of the Code.

Attachment J1

**Customer's Load Forecast and Load Shape
(as required by section J.3.1 of Schedule J)**

[To be completed by the Parties]

Attachment J2

**Customer's Assigned Capacity
(as required by section J.4.1 of Schedule J)**

J2.1.1. The Parties shall record the Customer's assigned capacity from time to time as required using the following table or using such other table as the Parties may agree.

Tariff Delivery Point	Supply Voltage (kV)	Tx Connection Point Number	Tx Connection Point	Customer's Assigned Capacity (MW)	Effective Assignment Date	Requested Change in Capacity (MW)	Reservation Dates

SCHEDULE K

CONTACTS FOR PURPOSES OF NOTICE

[To be completed by the Parties]

APPENDIX 2

TRANSMISSION SYSTEM CONNECTION POINT PERFORMANCE STANDARDS

APPENDIX 2

TRANSMISSION SYSTEM CONNECTION POINT PERFORMANCE STANDARDS

Ref	Item	Requirement		
1	Voltage variations	Transmission voltages of 500 kV, 230 kV and 115 kV shall be maintained in accordance with the Market Rules. Voltages below 50 kV shall be maintained in accordance with CSA 235		
2	Fault Levels ¹	Nominal Voltage (kV)	Maximum 3-Phase Fault (kA)	Maximum SLG Fault (kA)
		500	80 (usually limited to 63 kA)	80 (usually limited to 63 kA)
		230	63	80 (usually limited to 63 kA)
		115	50	50
	Higher values may	44	20	19 (usually limited to 8 kA)

¹ Maximum fault values referred to in this Appendix are symmetrical fault values.

Ref	Item	Requirement		
	exist for short times during switching	27.6 (4-wire)	17	12
		27.6 (3-wire)	17	0.45
		13.8	21	10
3	Circuit Breaker	Nominal Voltage (kV)	Rated Interrupting Time (cycles)	Automatic Reclose Time (Seconds)
	Interrupting and Automatic Single Shot Reclose Time	500	≤2	10-15
		230	≤3	5-15
		115	≤5	3-6
	< 50	≤8	varies significantly	
4	Unbalance	Voltage unbalance is limited to 2% (CAN/CSA E 1000 2-2-97)		
5	Flicker	Voltage flicker shall be limited as tabulated.		
		Magnitude (%)	Limit	
		0.5	3 per second	
		1.0	20 per minute	
		2.0	45 per hour	
		3.0	4 per day	
		A higher flicker may be acceptable for infrequent starts.		
6	Switching Surges	All equipment shall be able to withstand capacitor switching surges that transiently increase voltage to twice normal levels.		
7	Voltage Harmonics	Voltage harmonics shall respect limitations described in Table 11.1 Voltage Distortion Limits IEEE Std 519-1992		
8	Current Harmonics	Current harmonics shall respect limitations described in Tables 10.3 to 10.5 Current Distortion Limits IEEE Std 519-1992.		
9	Telephone Interference	I.T. Product balanced (in phase conductors) shall be less than 5,000 amperes		
		I.T. Product residual (in ground return path) shall be less than 250 amperes		

APPENDIX 3

INFORMATION TO BE MADE AVAILABLE TO CUSTOMERS BY TRANSMITTERS

APPENDIX 3

INFORMATION TO BE MADE AVAILABLE TO CUSTOMERS BY TRANSMITTERS

A customer is only entitled to the following information to the extent that it is available, that it relates specifically to its own existing or proposed connection and that it is relevant to that connection.

1. Nominal supply voltage and insulation-class requirements.
2. Minimum time required before power is made available at the proposed location.
3. Space and other requirements for billing, metering and other equipment, and details regarding any necessary ancillary facilities.
4. Preliminary requirements for conductor spacing and line tension for the interface structure.
5. Long-term voltage variation (to select fixed taps and indicate need to provide for future voltage control).
6. Short-term voltage variation (to select ULTC or regulator range).
7. Temporary overvoltages due to faults or the operation of special protection systems.
8. Voltage dips caused by transmission system faults and the starting of motors, voltage variations caused by capacitor switching, and other transients caused by transmission system operation.
9. Short-circuit infeed from the transmission system: initial, maximum future, minimum normal, and minimum emergency.
10. Transformer connection and grounding requirements.
11. Protective relaying requirements.
12. Transmission system frequency variations at the connection point.
13. Voltage flicker at the connection point.
14. Voltage unbalance at the connection point.
15. Voltage harmonics at the connection point.
16. Operating information:
 - feeder amperes per phase;
 - bus voltage;

- real and reactive power flow per feeder (where available; otherwise per bus level);
- feeder breaker open/close status;
- feeder breaker recloser blocked/not blocked status;
- bus tie breaker open/close status;
- capacitor bank breaker open/close status;
- energy pulse output in kW.h and kVar.h per customer feeder;
- energy pulse output in kW.h and kVar.h per station bus; and
- transformer/bus breaker open/close status.

APPENDIX 4

CUSTOMER FINANCIAL RISK CLASSIFICATION

This Appendix sets out the manner in which a transmitter shall determine the risk associated with a proposed new or modified connection of a load customer for the purposes of carrying out an economic evaluation under this Code. In accordance with section 6.6.2(b)(iv), the manner in which a load customer's risk classification has been determined must be included in the transmitter's economic evaluation documentation.

The risk associated with a proposed new or modified connection of a load customer shall be classified by a transmitter as falling within one of the following risk categories: high risk, medium-high risk, medium-low risk and low risk. The economic evaluation period for the proposed new or modified connection shall be determined based on that risk classification as follows:

Risk Classification	Economic Evaluation Period
High risk	5 years
Medium-high risk	10 years
Medium-low risk	15 years
Low risk	25 years

In accordance with section 6.5.2(a), the transmitter must include its risk classification methodology in its economic evaluation procedure. That methodology must meet the following criteria: transparency, analytic rigour and relative ease of implementation. It must also meet the requirements set out below and, where applicable, be consistent with the recommendations contained in a report to the Board dated March 30, 2000, prepared by PHB Hagler Bailly and entitled "Risk Assessment Methodology Options" (the "Report"). The report is available from the Board's website at www.oeb.gov.on.ca.

The risk classification methodology to be used by the transmitter shall depend on whether the new or modified connection is being financed on a "project finance" basis or is being financed by other means.

New or Modified Connections that are not Project Financed

For a new or modified connection that is not being financed by the load customer on a "project financing" basis, the transmitter must use bond ratings applicable to the customer where these are available. The transmitter will determine the risk classification based on the bond ratings in accordance with the Report.

Where no bond ratings are available for the customer, the transmitter shall use either of the two other methodologies set out in the Report; namely, the Altman Z-score Model or the Kaplan-Urwtiz Model, if the necessary information is available to the transmitter. The transmitter's methodology must indicate the circumstances in which it may choose to use one Model rather than the other. The transmitter will determine the risk classification based on the customer's Altman Z-score or Kaplan-Urwtiz score in accordance with the Report. The transmitter shall ensure that it uses the most recent version of the Model in question, and shall include the most recent version of the Model in its economic evaluation procedure referred to in section 6.5.2. A revision to the transmitter's economic evaluation procedure to update a Model shall not constitute a material amendment to the transmitter's connection procedures for the purposes of section 6.1.5 and therefore does not require the approval of the Board.

Where the transmitter considers that the risk classification that results from the application of the bond rating or Altman Z-score/Kaplan-Urwtiz score methodology produces an anomalous result, the transmitter may with the consent of the customer assign a different risk classification to the new or proposed connection. Where the customer does not consent, the transmitter may apply to the Board for approval to determine the customer's risk classification using an alternate methodology.

Where a load customer has not provided the transmitter with some or all of the information necessary to determine the customer's Altman Z-score or Kaplan-Urwtiz score, as applicable, the transmitter may use estimates based on comparable information provided by other similarly-situated customers. Where no such comparable information is available or where the transmitter considers that the customer's circumstances are such as to render comparisons with similarly-situated customers inappropriate, the transmitter may classify the risk associated with the proposed new or modified connection as high risk.

New or Modified Connections that are Project Financed

The transmitter shall outline in the risk classification methodology that forms part of its economic evaluation procedure the general approach or guiding principles that the transmitter will use in determining the risk classification for new or modified connections that are being financed by the customer on a "project financing" basis. The transmitter shall determine the risk classification for such new or modified connections based on that general approach or guiding principles, using information that the transmitter considers reasonable in the circumstances. The transmitter shall disclose to the customer in question the methodology and information used to determine the risk classification in such cases.

APPENDIX 5

METHODOLOGY AND ASSUMPTIONS FOR ECONOMIC EVALUATIONS

A transmitter shall use the methodology set out in this Appendix to conduct any economic evaluation under this Code. This methodology consists of a discounted cash flow (DCF) calculation for the connection of load customer's new or modified facilities using the methodology set out below. As required by section 6.5.2, separate economic evaluations must be conducted for transformation connection facilities and line connection facilities.

<u>Net Present Value ("NPV")</u>	=	Present Value ("PV") of Operating Cash Flow + PV of Capital Cost Allowance ("CCA") Tax Shield - PV of Capital, calculated over the economic evaluation period.
1. <u>PV of Operating Cash Flow</u>	=	PV of Net Operating Cash (before taxes) - PV of Taxes
a) PV of Net Operating Cash	=	PV of (Annual Connection Revenue - Annual Connection Operating Maintenance & Administration ("OM&A") Costs).
Annual Connection Revenue	=	The relevant annual connection rates revenue derived from that part of the customer's new load that exceeds the total normal operating capacity of any connection facility already serving that customer and which will be served by a new connection facility or modification
Annual Connection OM&A Costs	=	The relevant annual administrative costs associated with supply of the customer plus the relevant annual operating and maintenance costs associated with new or modified connection facilities of the transmitter.
b) PV of Taxes	=	PV of Municipal Taxes + PV of Capital Taxes + PV of Income Taxes (before Interest tax shield)
Annual Municipal Taxes	=	(Municipal Tax Rate) * (Assessed Value of Relevant Property)
Annual Capital Taxes	=	(Capital Tax Rate) * (Relevant Closing Undepreciated Capital Cost Balance)
Relevant Closing Undepreciated Capital Cost Balance	=	That portion of the transmitter's Closing Undepreciated Capital Cost Balance attributed to the new or enhanced connection assets associated with the specific connection.
Annual Income Taxes	=	(Income Tax Rate) * (Net Annual Operating Cash - Annual Municipal Taxes - Annual Capital Taxes)
Net Annual Operating Cash	=	(Annual Connection Revenue - Annual Connection OM&A)
2. PV of CCA Tax Shield	=	[(Income Tax Rate) * (CCA Rate) * (Total Annual Capital Expenditure)] / [CCA Rate + Discount Rate]
CCA Rate	=	Capital Cost Allowance Rate
Total Annual Capital Expenditure	=	Sum of the total relevant Annual Capital Expenditures of the transmitter.
3. <u>PV of Capital</u>	=	PV of Annual Capital Expenditures
Annual Capital Expenditures	=	The relevant annual capital expenditures of the transmitter based on fully allocated costing principles including capital for new connection facilities and/or modified connection facilities to accommodate the proposed new or upgraded customer connection and any transfer price paid to a customer for any facilities built under an alternative bid option and transferred to the transmitter.

Notes:

The Capital Tax Rate is a combination of the Federal Large Corporation Tax Rate and the Provincial Capital Tax Rate.

The Income Tax Rate is a combination of the Federal Income Tax Rate and the Provincial Income Tax Rate.

Land is not eligible for CCA.

The PV of CCA Tax Shield can also be calculated annually and present valued in the PV of Taxes calculation.

An adjustment is needed to account for the ½ year CCA rule.

For purposes of the calculations above, a transmitter shall ensure that the most up-to-date current and enacted future federal and provincial tax rates are being used.

Assumptions

1. The economic evaluation period shall be determined as follows based on the risk classification of the proposed new or modified connection as determined by the transmitter in accordance with Appendix 4:

<u>Risk Classification</u>	<u>Economic Evaluation Period</u>
High Risk	5 years
Medium-High Risk	10 years
Medium-Low Risk	15 years
Low Risk	25 years

2. The discount rate to be used in the DCF calculation shall be based on the transmitter's current deemed debt-to-equity ratio, debt and preference share costs and Board-approved rate of return on equity. Up-front capital expenditures will be discounted at the beginning of the project year and capital expended throughout the year will be mid-year discounted. The same approach to discounting will be used for revenues and OM&A expenditures.
3. Capital costs shall be based on the minimum standard design required to supply the forecasted customer load except where the new or modified facility was previously planned by the transmitter, in which case the capital costs shall be limited to the cost of advancement as required by section 6.5.2.

(138-G863)

MINISTER'S ORDER

made under the

FILM CLASSIFICATION ACT, 2005**FEES**

Pursuant to section 46 of the *Film Classification Act, 2005*, the Minister of Government Services makes the following Order:

1. (1) The fees set out in Column 2 of the Table to this Order are payable under the Act in respect of the matter set out opposite in Column 1.
- (2) The fees are payable to the Minister of Finance.
2. This Order comes into force on August 31, 2005.

TABLE

Item	Column 1 Matter	Column 2 Amount of fee
1.	For reviewing a film, including an adult sex film, for the purpose of classifying it or making an approval or non-approval decision, except if the film is a film described in item 2	\$4.20 per minute of footage of the film
2.	For reviewing a film for the purpose of classifying it, if the film is not an adult sex film and if,	
	(a) the film is wholly produced in Canada;	No fee
	(b) the film is a trailer that is no more than three minutes in length and is not a film described in clause (a);	\$7.35
	(c) the dialogue in the film is spoken in a language other than English or French and the film is not a film described in clause (a) or (b);	\$78.75
	(d) the film is to be distributed only by a public art gallery;	No fee
	(e) the film is produced and to be distributed only by a non-profit religious organization	No fee
3.	For classifying a film on the basis of documentation, without reviewing it, except if the film is a film described in item 4	\$63.00
4.	For classifying a film, if the film is to be exhibited only at a film festival, in and under the sponsorship of a public library or at the fixed premises occupied by a public art gallery	No fee
5.	For reviewing a film for the purpose of classifying it, if the film is not an adult sex film and the film has previously been classified and includes portions of film added to the film since it was classified	\$4.20 per minute of footage of the portions of film added to the film since it was classified
6.	For issuing a copy of a certificate of classification for a film, if	
	(a) the film is wholly produced in Canada and the film is not an adult sex film;	No fee
	(b) the film is a trailer and the film is not an adult sex film;	\$7.35
	(c) the film is not a film described in clause (a) or (b);	\$26.25

Item	Column 1 Matter	Column 2 Amount of fee
	(d) the film is produced and to be distributed only by a non-profit religious organization and the film is not an adult sex film;	No fee
	(e) the film is to be exhibited only at a film festival, in and under the sponsorship of a public library or at the fixed premises occupied by a public art gallery and the film is not an adult sex film;	No fee
	(f) the film is to be distributed only by a public art gallery and the film is not an adult sex film	No fee
7.	Subject to item 9, for the issuance or renewal of a Class A or Class B Exhibitor licence,	
	(a) if the premises specified in the licence is located in a municipality having a population of fewer than 10,000 inhabitants according to the latest enumeration conducted for the municipality under section 15 of the <i>Assessment Act</i> ;	\$0.32 for each seat in the premises specified in the licence, for each year of the term of the licence
	(b) if the premises specified in the licence is located in a municipality having a population of 10,000 inhabitants or more, but fewer than 50,000, according to the latest enumeration conducted for the municipality under section 15 of the <i>Assessment Act</i> ;	\$0.63 for each seat in the premises specified in the licence, for each year of the term of the licence
	(c) if the premises specified in the licence is located in a municipality having a population of 50,000 inhabitants or more, but fewer than 100,000, according to the latest enumeration conducted for the municipality under section 15 of the <i>Assessment Act</i> ;	\$0.95 for each seat in the premises specified in the licence, for each year of the term of the licence
	(d) if the premises specified in the licence is located in a municipality having a population of 100,000 inhabitants or more according to the latest enumeration conducted for the municipality under section 15 of the <i>Assessment Act</i>	\$1.26 for each seat in the premises specified in the licence, for each year of the term of the licence
8.	Subject to item 9, for the issuance or renewal of a Class C Exhibitor licence	\$1.26 for each vehicle space, for each year of the term of the licence
9.	For the issuance of a Class A, B or C Exhibitor licence if the registrar issues the licence on the same day as cancelling another Class A, B or C Exhibitor licence that specifies the same premises	No fee
10.	For the issuance or renewal of a Class A or B Distributor licence	\$575.00 for each year of the term of the licence
11.	For the issuance or renewal of a Class A or B Retailer licence	\$100.00 for each year of the term of the licence

(138-G881A)

ARRÊTÉ DU MINISTRE**pris en application de la****LOI DE 2005 SUR LE CLASSEMENT DES FILMS****DROITS**

Conformément à l'article 46 de la *Loi de 2005 sur le classement des films*, le ministre des Services gouvernementaux prend l'arrêté suivant :

1. (1) Les droits indiqués à la colonne 2 du tableau du présent arrêté sont payables en application de la Loi à l'égard des activités énoncées en regard à la colonne 1.

(2) Les droits sont versés au ministre des Finances.

2. Le présent arrêté entre en vigueur le 31 août 2005.

TABLEAU

Point	Colonne 1 Activité	Colonne 2 Montant des droits
1.	L'examen d'un film, y compris un film à caractère sexuel pour adultes, aux fins de son classement ou de la prise de la décision de l'approuver ou non, sauf s'il s'agit d'un film visé au point 2.	4,20 \$ par minute de métrage
2.	L'examen d'un film aux fins de son classement, s'il ne s'agit pas d'un film à caractère sexuel pour adultes et que :	
	a) le film est produit entièrement au Canada;	Aucuns droits
	b) le film consiste en une bande-annonce d'une durée maximale de trois minutes et il ne s'agit pas d'un film visé à l'alinéa a);	7,35 \$
	c) le dialogue n'est ni en français ni en anglais et il ne s'agit pas d'un film visé à l'alinéa a) ou b);	78,75 \$
	d) le film ne doit être distribué que par un musée d'art public;	Aucuns droits
	e) le film est produit et ne doit être distribué que par un organisme religieux à but non lucratif.	Aucuns droits
3.	Le classement d'un film sur dossier, sans l'examiner, sauf s'il s'agit d'un film visé au	63 \$

	Colonne 1	Colonne 2
Point	Activité	Montant des droits
	point 4.	
4.	Le classement d'un film qui doit être présenté uniquement lors d'un festival de films, dans une bibliothèque publique et sous son parrainage ou dans les locaux permanents d'un musée d'art public.	Aucuns droits
5.	L'examen d'un film aux fins de son classement, s'il ne s'agit pas d'un film à caractère sexuel pour adultes, que le film a déjà été classé et que des parties lui ont été ajoutées depuis son classement initial.	4,20 \$ par minute de métrage des parties ajoutées au film depuis son classement initial
6.	La délivrance de visas de classement pour un film si :	
	a) le film est produit entièrement au Canada et il ne s'agit pas d'un film à caractère sexuel pour adultes;	Aucuns droits
	b) le film consiste en une bande-annonce et il ne s'agit pas d'un film à caractère sexuel pour adultes;	7,35 \$
	c) il ne s'agit pas d'un film visé à l'alinéa a) ou b);	26,25 \$
	d) le film est produit et ne doit être distribué que par un organisme religieux à but non lucratif, et il ne s'agit pas d'un film à caractère sexuel pour adultes;	Aucuns droits
	e) le film doit être présenté uniquement lors d'un festival de films, dans une bibliothèque publique et sous son parrainage ou dans les locaux permanents d'un musée d'art public, et il ne s'agit pas d'un film à caractère sexuel pour adultes;	Aucuns droits
	f) le film ne doit être distribué que par un musée d'art public et il ne s'agit pas d'un film à caractère sexuel pour adultes.	Aucuns droits
7.	Sous réserve du point 9, la délivrance ou le renouvellement d'un permis de présentation A ou B si :	
	a) les lieux précisés sur le permis sont situés dans une municipalité de moins de 10 000 habitants selon le dernier recensement effectué pour cette municipalité aux termes de l'article 15 de la <i>Loi sur l'évaluation foncière</i> ;	0,32 \$ par année par place assise dans les lieux précisés, pour la durée du permis
	b) les lieux précisés sur le permis sont situés dans une municipalité de 10 000 habitants ou plus, mais de moins de 50 000 habitants, selon le dernier recensement effectué pour cette municipalité aux termes de l'article 15 de la <i>Loi sur l'évaluation foncière</i> ;	0,63 \$ par année par place assise dans les lieux précisés, pour la durée du permis
	c) les lieux précisés sur le permis sont situés dans une municipalité de 50 000 habitants ou plus, mais de moins de 100 000 habitants, selon le dernier recensement effectué pour cette municipalité aux termes de l'article 15 de la <i>Loi sur l'évaluation foncière</i> ;	0,95 \$ par année par place assise dans les lieux précisés, pour la durée du permis
	d) les lieux précisés sur le permis sont situés dans une municipalité de 100 000 habitants ou plus selon le dernier recensement effectué pour cette municipalité aux termes de l'article 15 de la <i>Loi sur l'évaluation foncière</i> .	1,26 \$ par année par place assise dans les lieux précisés, pour la durée du permis
8.	Sous réserve du point 9, la délivrance ou le renouvellement d'un permis de présentation C.	1,26 \$ par année par place de véhicule, pour la durée du permis
9.	La délivrance d'un permis de présentation A, B ou C si le registraire délivre le permis le même jour où il annule un autre permis de même catégorie qui précise les mêmes lieux.	Aucuns droits
10.	La délivrance ou le renouvellement d'un permis de distributeur A ou B.	575 \$ par année pour la durée du permis
11.	La délivrance ou le renouvellement d'un permis de détaillant A ou B.	100 \$ par année pour la durée du permis

Date made: August 5, 2005
Pris Le: le 5 août, 2005

Made by: THE HONOURABLE GERRY PHILLIPS
Minister of Government Services

Pris par : L'HONORABLE GERRY PHILLIPS
Le Ministre des Services
gouvernementaux

(138-G881B)

MINISTRY OF ENVIRONMENT

ENVIRONMENTAL ASSESSMENT ACT

**NOTICE OF EXTENSION OF THE APPROVAL FOR
ONTARIO POWER GENERATION'S CLASS
ENVIRONMENTAL ASSESSMENT FOR MODIFICATIONS
TO HYDROELECTRIC FACILITIES**

Re: The Class Environmental Assessment for Modifications
to Hydroelectric Facilities

Proponent: Ontario Power Generation

The above Class Environmental Assessment for all activities relating to the modification and the subsequent operation, maintenance, and retirement of the modified hydroelectric facilities was originally approved on the August 19, 1993, by Order in Council No. 2090/93.

Condition 2 of this approval provides that the approval shall expire the later of five years from the date of the approval, or such later date as the Minister determines by publishing a Notice in the Ontario Gazette. Extensions to the expiry date of the approval were granted on August 5, 1998, August 15, 2000 and August 19, 2003. The most recent extension expires on August 19, 2005.

TAKE NOTICE that I am extending the approval of the above Class Environmental Assessment for a period of three years so that the approval

shall terminate on August 19, 2008, or three months after the date upon which a new class environmental assessment for the waterpower sector is approved by order in council, whichever occurs first.

DATED the 08 day of August, 2005 at TORONTO.

LAUREL C. BROTEN
Minister of the Environment
135 St. Clair Avenue West
12th Floor
Toronto ON M4V 1P5

(138-G890)

Ministry of Attorney General Ministère du procureur général

NOTICE 32-05

STATUTORY NOTICE UNDER THE REMEDIES FOR ORGANIZED CRIME AND OTHER UNLAWFUL ACTIVITIES ACT, 2001

NOTICE TO PERSONS WHO HAVE SUFFERED PECUNIARY AND NON PECUNIARY DAMAGES BY REASON OF UNLAWFUL ACTIVITY RESULTING IN CIVIL FORFEITURE PROCEEDINGS IN THE MATTER OF THE ATTORNEY GENERAL OF ONTARIO AND \$6500 IN CANADIAN CURRENCY (IN REM) AND STEVEN BOURGOIN.

Pursuant to a court order made in the above proceeding, \$4,600.00 has been forfeited to the Crown and deposited in a special purpose account. Any person who has suffered pecuniary or non pecuniary losses in relation to which the proceeding was commenced is entitled to make a claim for compensation.

All claims must comply with the provisions of Regulation 233/03 and be on the prescribed form or they will be denied. Regulation 233/03 may be found at www.e-laws.gov.on.ca/DBLaws/Regs/English/030233_e.htm.

To obtain a claim form or if you have any inquiries about potential claims please contact the Civil Remedies for Illicit Activities Office toll free at 1-888-246-5359 or write to:

Ministry of the Attorney General
Civil Remedies for Illicit Activities Office
77 Wellesley Street West, P.O. Box 333
Toronto, ON M7A 1N3

All completed claims must refer to **Notice 32-05**, be sent to the above address and be received no later than 5:00:00 PM on February 21, 2006 to be considered.

You may not be eligible for compensation if you participated in or contributed to your losses or the unlawful activity giving rise to the proceeding.

AVIS 32-05

AVIS PRÉVU PAR LA LOI DE 2001 SUR LES RECOURS POUR CRIME ORGANISÉ ET AUTRES ACTIVITÉS ILLÉGALES

AVIS EST DONNÉ À TOUTE PERSONNE QUI A SUBI DES PERTES PÉCUNIAIRES ET EXTRAPÉCUNIAIRES PAR SUITE DE L'ACTIVITÉ ILLÉGALE À L'ÉGARD DE LAQUELLE UNE INSTANCE CIVILE DE CONFISCATION A ÉTÉ INTRODUITE, EN L'AFFAIRE DU PROCUREUR GÉNÉRAL DE L'ONTARIO ET 6 500 \$ EN DEISE CANADIENNE (EN MATIÈRE RÉELLE) ET JOSEPH POJE.

En vertu d'une ordonnance de la cour rendue relativement à l'instance susmentionnée, 4 600 \$ ont été confisqués au profit de la Couronne et versés dans un compte spécial. Toute personne qui a subi des pertes pécuniaires ou extrapécuniaires par suite de l'activité illégale à l'égard

de laquelle l'instance a été introduite a le droit de demander une indemnité.

Toute personne qui présente une demande doit utiliser la formule prescrite et la remplir selon les dispositions du Règlement 233/03. Une demande qui n'est pas conforme au Règlement sera rejetée. Le Règlement 233/03 se trouve à www.e-laws.gov.on.ca/DBLaws/Regs/French/030233_f.htm.

Si vous voulez obtenir une formule de demande ou si vous avez des questions concernant d'éventuelles demandes, veuillez communiquer avec le Bureau de recours civil à l'égard d'activités illicites en composant le numéro sans frais 1 888 246-5359 ou en écrivant au :

Ministère du Procureur général
Bureau de recours civil à l'égard d'activités illicites
77, rue Wellesley Ouest, C.P. 333
Toronto ON M7A 1N3

Pour être admissibles, les demandes produites doivent porter la mention **Avis 32-05**, être envoyées à l'adresse ci-dessus et parvenir au bureau d'ici le 21 février 2006 à 17 h.

L'admissibilité à une indemnité peut être refusée s'il est établi que l'auteur de la demande peut avoir participé ou contribué aux pertes qu'il a subies ou à l'activité illégale à l'égard de laquelle l'instance a été introduite.

(138-G892)

NOTICE 34-05

STATUTORY NOTICE UNDER THE REMEDIES FOR ORGANIZED CRIME AND OTHER UNLAWFUL ACTIVITIES ACT, 2001

NOTICE TO PERSONS WHO HAVE SUFFERED PECUNIARY AND NON PECUNIARY DAMAGES BY REASON OF UNLAWFUL ACTIVITY RESULTING IN CIVIL FORFEITURE PROCEEDINGS IN THE MATTER OF THE ATTORNEY GENERAL OF ONTARIO AND \$43,830 IN CANADIAN CURRENCY, TWO DIGITAL SCALES AND A CELLULAR TELEPHONE (IN REM), AND KAYNE KREINKE.

Pursuant to a court order made in the above proceeding, \$32,913.00 has been forfeited to the Crown and deposited in a special purpose account. Any person who has suffered pecuniary or non pecuniary losses in relation to which the proceeding was commenced is entitled to make a claim for compensation.

All claims must comply with the provisions of Regulation 233/03 and be on the prescribed form or they will be denied. Regulation 233/03 may be found at www.e-laws.gov.on.ca/DBLaws/Regs/English/030233_e.htm.

To obtain a claim form or if you have any inquiries about potential claims please contact the Civil Remedies for Illicit Activities Office toll free at 1-888-246-5359 or write to:

Ministry of the Attorney General
Civil Remedies for Illicit Activities Office
77 Wellesley Street West, P.O. Box 333
Toronto, ON M7A 1N3

All completed claims must refer to **Notice 34-05**, be sent to the above address and be received no later than 5:00:00 PM on February 21, 2006 to be considered.

You may not be eligible for compensation if you participated in or contributed to your losses or the unlawful activity giving rise to the proceeding.

AVIS 34-05

**AVIS PRÉVU PAR LA LOI DE 2001 SUR LES RECOURS POUR
CRIME ORGANISÉ ET AUTRES ACTIVITÉS ILLÉGALES**

AVIS EST DONNÉ À TOUTE PERSONNE QUI A SUBI DES PERTES PÉCUNIAIRES ET EXTRAPÉCUNIAIRES PAR SUITE DE L'ACTIVITÉ ILLÉGALE À L'ÉGARD DE LAQUELLE UNE INSTANCE CIVILE DE CONFISCATION A ÉTÉ INTRODUITE, EN L'AFFAIRE DU PROCUREUR GÉNÉRAL DE L'ONTARIO ET 43 830 \$ EN DEVISE CANADIENNE, DEUX BALANCES NUMÉRIQUES ET UN TÉLÉPHONE CELLULAIRE (EN MATIÈRE RÉELLE) ET KAYNE KREINKE.

En vertu d'une ordonnance de la cour rendue relativement à l'instance susmentionnée, 32 913 \$ ont été confisqués au profit de la Couronne et versés dans un compte spécial. Toute personne qui a subi des pertes pécuniaires ou extrapécuniaires par suite de l'activité illégale à l'égard de laquelle l'instance a été introduite a le droit de demander une indemnité.

Toute personne qui présente une demande doit utiliser la formule prescrite et la remplir selon les dispositions du Règlement 233/03. Une demande qui n'est pas conforme au Règlement sera rejetée. Le Règlement 233/03 se trouve à www.e-laws.gov.on.ca/DBLaws/Regs/French/030233_f.htm.

Si vous voulez obtenir une formule de demande ou si vous avez des questions concernant d'éventuelles demandes, veuillez communiquer avec le Bureau de recours civil à l'égard d'activités illicites en composant le numéro sans frais 1 888 246-5359 ou en écrivant au :

Ministère du Procureur général
Bureau de recours civil à l'égard d'activités illicites
77, rue Wellesley Ouest, C.P. 333
Toronto ON M7A 1N3

Pour être admissibles, les demandes produites doivent porter la mention **Avis 34-05**, être envoyées à l'adresse ci-dessus et parvenir au bureau d'ici le 21 février 2006 à 17 h.

L'admissibilité à une indemnité peut être refusée s'il est établi que l'auteur de la demande peut avoir participé ou contribué aux pertes qu'il a subies ou à l'activité illégale à l'égard de laquelle l'instance a été introduite.

(138-G893)

Applications to Provincial Parliament — Private Bills Demandes au Parlement provincial — Projets de loi d'intérêt privé

PUBLIC NOTICE

The rules of procedure and the fees and costs related to applications for Private Bills are set out in the Standing Orders of the Legislative Assembly. Copies of the Standing Orders, and the guide "Procedures for Applying for Private Legislation", may be obtained from the Legislative Assembly's Internet site at <http://www.ontla.on.ca> or from:

Committees Branch
Room 1405, Whitney Block, Queen's Park
Toronto, Ontario M7A 1A2

Telephone: 416/325-3500 (Collect calls will be accepted)

Applicants should note that consideration of applications for Private Bills that are received after the first day of September in any calendar year may be postponed until the first regular Session in the next following calendar year.

(8699) T.F.N. CLAUDE L. DESROSIERS,
Clerk of the Legislative Assembly.

Applications to Provincial ParliamentNOTICE OF APPLICATION

NOTICE IS HEREBY GIVEN that on behalf of the Corporation of the City of Kawartha Lakes, application will be made to the Legislative Assembly of the Province of Ontario for an Act to extend all speed limits that applied within the City on December 31, 2000, the day before the City of Kawartha Lakes was established, for a further five years to December 31, 2010.

The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

DATED at Lindsay, Ontario this 12th day of August, 2005.

(138-P618) 33, 34, 35, 36 JUDY CURRINS, CMO,
Clerk, City of Kawartha Lakes.

Adcam Holdings Inc.

NOTICE IS HEREBY GIVEN that Adcam Holdings Inc. intends to dissolve pursuant to the Business Corporations Act.

DATED at London, Ontario this 28th day of July, 2005.

(138-P628) ANDREW MURRAY
President

NOTICE

NOTICE IS HEREBY GIVEN that an application is to be made to the Superintendent of Financial Services of Ontario pursuant to the Insurance Act (Ontario) for a licence authorizing Fidelity Investments Insurance Company of Canada, in English, and Fidelity Investments, compagnie d'assurance du Canada, in French to carry on within Ontario the business of life insurance.

DATED at Toronto, this 10th day of August, 2005.

(138-P633) 34, 35, 36 JOHN L. WALKER
Barrister and Solicitor
Suite 202, 1451 Royal York Road
Toronto, Ontario
M9P 3B2
Solicitor for the applicant

Corporation Notices**Roseal Investments Limited Ontario Corporation No. 0096873**

TAKE NOTICE CONCERNING WINDING UP OF Roseal Investments Limited, Date of Incorporation: December 18, 1958, Liquidator: Jeffrey Shifrin, Address: 79 Strathearn Road, Toronto, Ontario, M6C 1R7, Appointed: August 5, 2005.

This notice is filed under subsection 193(4) of the Business Corporations Act. The Special Resolution requiring the Corporation to be wound up voluntarily was passed/consented to by the shareholders of the Corporation on August 5, 2005.

DATED at Toronto, this 10th day of August, 2005.

(138-P634) JEFFREY SHIFRIN
Liquidator

Sheriff's Sales of Lands Ventes de terrains par le shérif

UNDER AND BY VIRTUE OF A WRIT OF SEIZURE AND SALE issued out of the Superior Court of Justice, Small Claims Court at 102 East Main Street, Welland, Ontario L3B 3W6 dated May 25, 2004, Court File Number 04-709, to me directed, against the real and personal property of **ROBERT GORDON McCracken ALSO KNOWN AS ROBERT G. McCracken**, Defendant, at the suit of Citibank Canada, Plaintiff, I have seized and taken in execution all right, title, interest and equity of redemption of **ROBERT GORDON McCracken ALSO KNOWN AS ROBERT G. McCracken**, in and to:

Lot 199 Plan 285 & Part Lane, Plan 285, designated as Part 3 on Reference Plan 59R 4303, City of Niagara Falls, Regional Municipality of Niagara [Property Identifier No 64337-0173(LT)]

ALL OF WHICH said right, title, interest and equity of redemption of **ROBERT GORDON McCracken ALSO KNOWN AS ROBERT G. McCracken**, Defendant, I shall offer for sale by Public Auction in my office at 102 East Main Street, Welland, Ontario on:

THURSDAY, SEPTEMBER 15, 2005 AT 1:00 P.M.

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS: Deposit 10% of bid price or \$ 1,000.00 whichever is greater

- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable

Ten business days from date of sale to arrange financing and pay balance in full at SHERIFF/ENFORCEMENT OFFICE at 102 East Main Street, Welland, Ontario

All payments in cash or by certified cheque made payable to MINISTER OF FINANCE

Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price

Other conditions as announced

THIS SALE IS SUBJECT TO CANCELLATION UP TO TIME OF SALE WITHOUT FURTHER NOTICE.

NO EMPLOYEE OF THE MINISTRY OF THE ATTORNEY GENERAL MAY PURCHASE ANY GOODS OR CHATTELS, LANDS OR TENEMENTS EXPOSED FOR SALE BY A SHERIFF UNDER LEGAL PROCESS, EITHER DIRECTLY OR INDIRECTLY.

DATED August 9, 2005

SHEILA BRISTO
SHERIFF'S OFFICE
102 East Main Street,
WELLAND, ON
L3B 3W6
905-735-0010

(138-P629)

Sale of Lands for Tax Arrears by Public Tender Ventes de terrains par appel d'offres pour arriéré d'impôt

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE TOWNSHIP OF LAKE OF THE WOODS

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on the 16th day of September, 2005 at 211 4th Street Rainy River, ON.

The tenders will then be opened in public on the same day at 211 4th Street Rainy River ON.

Description of Lands:

E1/2 & SW1/4 of the N1/2 Conc. 4 (120 acres) Tovell PIN 56061 0101.

This property was originally to be sold Aug 26 2005 but was cancelled.

Minimum Tender Amount: \$936.55

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact: our website www.lakeofthewoods.ca under administration tab and the public notices tab or

PATRICK W GILES
gilesp@tbaytel.net
Clerk-Treasurer
The Corporation of the
Township of Lake of the Woods
PO Box 427 phone 807 852-3529
Rainy River, Ontario
P0W 1L0

(138-P627)

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on the 14th day of September, 2005 at 34465 Highway 17, R.R.#1, Deep River, Ontario K0J 1P0.

The tenders will then be opened in public on the same day at 3.05 p.m. at 34465 Highway 17, R.R.#1, Deep River, Ontario, K0J 1P0

Description of Lands:

- Pt. Lt 5, Con 9, Buchanan as in BC1465Except R99419 in the Town of Laurentian Hills, in the County of Renfrew, Province of Ontario, being all of PIN 57630-0062 (LT) municipally known as 157 Plant Road, Chalk River, Ont. K0J 1J0.
Minimum Tender Amount: \$8,404.31
- Pt. Lt 1, Con 11 Buchanan as in R394459, in the Town of Laurentian Hills, in the County of Renfrew and Province of Ontario being all of PIN 57076-0040 LT municipally known as R.R.#1, Chalk River, Ontario, K0J 1J0.
Minimum Tender Amount: \$1,961.76
- Pt LOT 28, CON 6, Geographic Township of Rolph Town of Laurentian Hills, County of Renfrew, Province of Ontario being all of PIN 57050-0003 (R) municipally known as R.R.#1, Deep River, Ontario, K0J 1P0.
Minimum Tender Amount: \$2,396.07

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality (or board) and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

The land(s) does (do) not include the mobile homes situate on the land(s), if any.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under the Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has not obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender, contact:

(138-P630) STEPHEN A. RECOSKIE, Treasurer
The Corporation of the
Town of Laurentian Hills
34465 Highway 17, R.R.#1
Deep River, Ontario, K0J 1P0
(613) 584-3114

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF TAY VALLEY TOWNSHIP

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on 21 September 2005, at the Municipal Office, 217 Harper Road, RR # 4, Perth, Ontario K7H 3C6.

The tenders will then be opened in public on the same day at the Municipal Office, 217 Harper Road, Perth.

Description of Lands

Roll No. 09 11 914 010 18802 0000, PIN 5209-0009(LT), Part Lot 8 Concession 8 designated Part 19 on Reference Plan 27R-3765, geographic Township of South Sherbrooke now Tay Valley Township, County of Lanark (No 27). File No. 04-01.
Minimum Tender Amount: \$4,504.83

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, relevant land transfer tax and GST if applicable.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

(138-P631) MAXEEN MUNRO
Deputy Treasurer/Tax Collector
The Corporation of Tay Valley Township
217 Harper Road
RR # 4
Perth, Ontario K7H 3C6
(613) 267-5353

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

**THE CORPORATION OF THE TOWNSHIP
OF MICHIPICOTEN**

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on 8 September, 2005, at the Township of Michipicoten Council Chambers, P.O. Box 500, 40 Broadway Avenue, Wawa, Ontario P0S 1K0.

The tenders will then be opened in public on the same day at the Township of Michipicoten Council Chambers, 40 Broadway Avenue, Wawa, Ontario P0S 1K0.

Description of Lands

Roll No. 57 76 000 002 05301 0000 5 First Avenue, Wawa, Parcel 96 Register for Michipicoten, being Lot 1021 Plan M-131, Township of Michipicoten, District of Algoma (No. 01). File No. 04-01
Minimum Tender Amount: \$9,915.93

Roll No. 57 76 000 002 05500 0000 8 First Avenue, Wawa, Parcel 301 Register for Michipicoten, being Lot 1028 Plan M-131, Township of Michipicoten, District of Algoma (No. 01). File No. 04-02
Minimum Tender Amount: \$18,008.76

Roll No. 57 76 000 007 18700 0000 Parcel 11600, Algoma West Section, being Location E.Q. 168, geographic Township of Lendrum, now Township of Michipicoten, District of Algoma (No. 01). File No. 04-07
Minimum Tender Amount: \$48,807.26

Roll No. 57 76 000 012 09100 0000 17 Birch Street, Wawa, Parcel 5839 Algoma West Section, being Lot 55 Plan M-293, Township of Michipicoten, District of Algoma (No. 01). File No. 04-08
Minimum Tender Amount: \$12,859.59

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, relevant land transfer tax and GST if applicable.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

CHRISTOPHER WRAY
Administrator/Clerk
The Corporation of the Township of Michipicoten
P.O. Box 500
40 Broadway Avenue
Wawa, Ontario P0S 1K0
(705) 856-2244 Ext. 227

(138-P632)

**Publications under the Regulations Act
Publications en vertu de la Loi sur les règlements**

2005—08—20

ONTARIO REGULATION 454/05

made under the

HIGHWAY TRAFFIC ACT

Made: July 27, 2005
Filed: August 2, 2005

Amending Reg. 604 of R.R.O. 1990
(Parking)

Note: Regulation 604 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at www.e-Laws.gov.on.ca.

1. **Schedule 59 of Appendix A to Regulation 604 of the Revised Regulations of Ontario, 1990 is revoked.**

Made by:

HARINDER JEET SINGH TAKHAR
Minister of Transportation

Date made: July 27, 2005.

34/05

ONTARIO REGULATION 455/05

made under the

HIGHWAY TRAFFIC ACT

Made: July 27, 2005
Filed: August 3, 2005

Amending Reg. 604 of R.R.O. 1990
(Parking)

Note: Regulation 604 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at www.e-Laws.gov.on.ca.

1. **Subclause 4 (1) (d) (ii) of Regulation 604 of the Revised Regulations of Ontario, 1990 is revoked and the following substituted:**

(ii) a place where film, as defined in the *Film Classification Act, 2005*, is exhibited and where the place is open to the public, or

2. **This Regulation comes into force on the day section 51 of the *Film Classification Act, 2005* comes into force.**

Made by:

HARINDER JEET SINGH TAKHAR
Minister of Transportation

Date made: July 27, 2005.

34/05

ONTARIO REGULATION 456/05

made under the

INCOME TAX ACT

Made: August 2, 2005

Filed: August 3, 2005

Amending O. Reg. 156/03

(Tax Incentive for Investing in Ontario Jobs and Opportunity Bonds)

Note: Ontario Regulation 156/03 has not previously been amended.

1. Subsections 9 (1) and (5) of Ontario Regulation 156/03 are amended by striking out “Ontario Municipal Economic Infrastructure Financing Authority” wherever it appears and substituting in each case “Ontario Strategic Infrastructure Financing Authority”.

2. (1) Subsection 11 (2) of the Regulation is revoked and the following substituted:

(2) If an individual's refund for a taxation year is paid or applied to a liability of the individual, the Provincial Minister shall pay or apply interest on the refund at the rate determined under section 12 for,

- (a) the period that begins on the day that is 45 days after the balance-due day of the taxpayer for the taxation year, if the taxation year commences before January 1, 2005, and that ends on the day when the refund is paid or applied; or
- (b) the period that begins on the day that is 30 days after the balance-due day of the taxpayer for the taxation year, if the taxation year commences after December 31, 2004, and that ends on the day when the refund is paid or applied.

(2) Section 11 of the Regulation is amended by adding the following subsection:

(5) Interest that is payable or to be applied under subsection (2) shall be compounded daily and, if the interest is unpaid or unapplied, as the case may be, on the day that the interest would, but for this subsection, have ceased to be computed under subsection (2), interest at the rate determined under section 12 shall be compounded daily on the interest that is unpaid or unapplied from that day to the day it is paid or applied, as applicable.

(3) Section 11 of the Regulation is amended by adding the following subsection:

(6) In this section,

“balance-due day” means, in respect of taxpayer for a taxation year, the day that is the balance-due day under the Federal Act in respect of the taxpayer for the taxation year.

3. (1) Subject to subsections (2) and (3), this Regulation comes into force on the day it is filed.

(2) Section 1 shall be deemed to have come into force on May 18, 2004.

(3) Subsection 2 (2) shall be deemed to have come into force on March 27, 2003.

Made by:

GREGORY SORBARA
Minister of Finance

Date made: August 2, 2005.

34/05

ONTARIO REGULATION 457/05

made under the

MILK ACT

Made: July 13, 2005
Approved: August 3, 2005
Filed: August 3, 2005

Amending Reg. 760 of R.R.O. 1990
(Milk and Farm-Separated Cream — Plan)

Note: Regulation 760 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at www.e-Laws.gov.on.ca.

1. Section 5 of the Schedule to Regulation 760 of the Revised Regulations of Ontario, 1990 is revoked and the following substituted:

5. The marketing board shall be composed of not more than 12 members.

2. Section 7 of the Schedule to the Regulation is revoked and the following substituted:

7. Producers are divided into 12 regions as follows:

1. Region 1, comprising that part of the geographic area of Ottawa formerly known as the City of Cumberland, that part of the geographic area of Stormont, Dundas and Glengarry formerly known as the County of Glengarry and the geographic area of Prescott and Russell.
2. Region 2, comprising those parts of the geographic area of Stormont, Dundas and Glengarry formerly known as the Counties of Dundas and Stormont and the geographic area of Ottawa excluding the former City of Cumberland.
3. Region 3, comprising the geographic areas of Frontenac, Lanark, Leeds and Grenville, and Renfrew.
4. Region 4, comprising the geographic areas of Hastings, Lennox and Addington, Northumberland and Prince Edward.
5. Region 5, comprising the geographic areas of Durham, Kawartha Lakes, Peterborough, Toronto and York.
6. Region 6, comprising the geographic areas of Dufferin, Peel, Simcoe and Wellington.
7. Region 7, comprising the geographic areas of Brant, Haldimand, Halton, Hamilton, Niagara and Norfolk.
8. Region 8, comprising the geographic areas of Oxford and Waterloo.
9. Region 9, comprising the geographic areas of Chatham-Kent, Elgin, Essex, Lambton and Middlesex.
10. Region 10, comprising the geographic areas of Huron and Perth.
11. Region 11, comprising the geographic areas of Bruce and Grey.
12. Region 12, comprising the geographic area of Haliburton and the geographic areas (territorial districts) of Algoma, Cochrane, Kenora, Manitoulin, Muskoka, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming.

3. (1) Subsection 9 (2) of the Schedule to the Regulation is amended by striking out “in writing”.

(2) Subsection 9 (3) of the Schedule to the Regulation is amended by striking out “vote on the day set for the election of the marketing board” in the portion before clause (a), and substituting “cast a vote in the election”.

4. Clause 10 (3) (e) of the Schedule to the Regulation is amended by striking out “or, if mailed, was postmarked”.

5. (1) Clause 14 (2) (a) of the Schedule to the Regulation is amended by striking out “only”.

(2) Clauses 14 (3) (c), (d) and (e) of the Schedule to the Regulation are revoked and the following substituted:

(c) affixing the voter's signature and licence number on the detachable portion of the Ballot Envelope in the spaces provided;

(d) sealing the Ballot Envelope within the mailing envelope; and

(e) mailing the mailing envelope, or consigning it for delivery, to the returning officer not later than the last Tuesday in October in the election year.

(3) Subsections 14 (4) and (5) of the Schedule to the Regulation are revoked and the following substituted:

(4) The returning officer shall not accept a mailing envelope unless he or she is satisfied it was mailed or consigned for delivery not later than the last Tuesday in October in the election year.

(5) Where the returning officer accepts a mailing envelope, he or she shall, subject to subsection (5.1),

(a) remove the Ballot Envelope from the mailing envelope, remove the detachable portion of the Envelope, and deposit the Envelope in a sealed ballot box; and

(b) record, in the form provided by the marketing board, which producer has cast a vote.

(5.1) The returning officer shall not accept a Ballot Envelope if the detachable portion of the Envelope is not attached and completed in accordance with clause 14 (3) (c).

(4) Clause 14 (6) (e) of the Schedule to the Regulation is revoked and the following substituted:

(e) retain in safe custody, for such period of time as the marketing board directs,

(i) the detachable portion of the Ballot Envelopes, and

(ii) all the ballots, including the rejected ballots, if any.

6. The Table to subsection 19 (1) of the Schedule to the Regulation is revoked and the following substituted:

TABLE

Column 1	Column 2
Region 1	2008
Region 2	2005
Region 3	2006
Region 4	2007
Region 5	2008
Region 6	2005
Region 7	2006
Region 8	2007
Region 9	2008
Region 10	2005
Region 11	2006
Region 12	2007

7. Section 20 of the Schedule to the Regulation is revoked.

Made by:

ONTARIO FARM PRODUCTS MARKETING COMMISSION:

DAVE HOPE
Chair

GLORIA MARCO BORYS
Secretary

Date made: July 13, 2005.

I certify that I have approved this Regulation.

LEONA DOMBROWSKY
Minister of Agriculture, Food and Rural Affairs

Date approved: August 3, 2005.

34/05

ONTARIO REGULATION 458/05
made under the
DRUG INTERCHANGEABILITY AND DISPENSING FEE ACT

Made: August 5, 2005
Filed: August 5, 2005

Amending Reg. 935 of R.R.O. 1990
(General)

Note: Regulation 935 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at www.e-Laws.gov.on.ca.

1. The definition of “Formulary” in subsection 1 (1) of Regulation 935 of the Revised Regulations of Ontario, 1990 is amended by adding the following paragraph:

18. Amendments dated July 29, 2005;

2. This Regulation comes into force on the later of,

(a) July 29, 2005; and

(b) the day that is 10 days after the day it is filed, where the following are not included in calculating the 10 days:

(i) the day of filing, and

(ii) Saturdays and Sundays and other holidays within the meaning of the *Interpretation Act*.

Made by:

GEORGE SMITHERMAN
Minister of Health and Long-Term Care

Date made: August 5, 2005.

34/05

ONTARIO REGULATION 459/05

made under the

ONTARIO DRUG BENEFIT ACT

Made: August 5, 2005

Filed: August 5, 2005

Amending O. Reg. 201/96
(General)

Note: Ontario Regulation 201/96 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at www.e-Laws.gov.on.ca.

1. Section 7.1 of Ontario Regulation 201/96 is amended by adding the following paragraph:

12. Amendments dated July 29, 2005.

2. This Regulation comes into force on the later of,**(a) July 29, 2005; and****(b) the day that is 10 days after the day it is filed, where the following are not included in calculating the 10 days:****(i) the day of filing, and****(ii) Saturdays and Sundays and other holidays within the meaning of the *Interpretation Act*.**

Made by:

GEORGE SMITHERMAN
Minister of Health and Long-Term Care

Date made: August 5, 2005.

34/05

NOTE: The Table of Regulations – Legislative History Overview and other tables related to regulations can be found at the e-Laws website (www.e-Laws.gov.on.ca) under Tables. Consolidated regulations may also be found at that site by clicking on Statutes and associated Regulations under Consolidated Law.

REMARQUE : On trouve le Sommaire de l'historique législatif des règlements et d'autres tables liées aux règlements sur le site Web Lois-en-ligne (www.lois-en-ligne.gouv.on.ca) en cliquant sur «Tables». On y trouve également les règlements codifiés en cliquant sur le lien Lois et règlements d'application sous la rubrique «Textes législatifs codifiés».

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TEXTE D'INFORMATION POUR LA GAZETTE DE L'ONTARIO

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