

ALECTRA UTILITIES CORPORATION

COST RECOVERY AGREEMENT

Date: _____

Re: Electrical Demand (kW) Load Guarantee to Alectra Utilities Corporation

In accordance with the Ontario Energy Board’s Distribution System Code (“the DSC”), sections 3.1, & 3.2 (latest revision), and in accordance with Alectra Utilities Corporation’s Condition of Service sections 2.1.1, 2.1.2, 2.1.2.2, 2.1.2.3, & 2.1.2.5 (latest revision), the customer named below (“the Customer”) hereby guarantees that the “Guaranteed Electrical Demand” identified on page three of this agreement will be consumed at the municipal address shown on page three, subject to the terms and conditions set out herein.

The guaranteed electrical demand is part of this Cost Recovery Agreement (“this Agreement”) between _____ (“the Customer”) and Alectra Utilities Corporation (hereinafter referred to as “Alectra Utilities”). This Agreement is required as a condition of the provision of electrical supply to the Customer at _____ in Brampton, Ontario (“the premises”) pursuant to the DSC.

This guarantee is in effect on the date Alectra Utilities connects the Customer’s electrical service and is valid for a time period not to exceed five years from the connection date. The termination date shall be _____.

The Customer shall provide an irrevocable letter of credit to Alectra Utilities in the amount of \$ _____. The letter of credit will remain in effect for the five-year guarantee time period. The letter of credit represents Alectra Utilities’ anticipated recoverable costs for the project and is calculated by Alectra Utilities using an Economic Analysis as required by the Ontario Energy Board, provided however that Alectra Utilities may draw funds from and pursuant to the letter of credit only if the averaged demand from Alectra Utilities at the premises over a 12-month period is less than specified in clause C, Guaranteed Electrical Demand, on page three of this Agreement, such funds to be the value of the shortfall in electrical demand by the Customer at the premises, calculated as per Appendix B of the DSC, provided that:

- (a) such draw is made no earlier than the end of a 12-month period;
- (b) such calculation is done on an annual basis; and if in the 12-month period the total demand for the 12month period equals or exceeds twelve times the monthly threshold, Alectra Utilities shall be prohibited from drawing down funds for those months within the 12-month period in question where the demand was below the calculated monthly threshold;
- (c) the amount of the letter of credit shall never exceed the estimated shortfall as calculated in the Economic Analysis and may be reduced by Alectra Utilities from time to time, whereupon the Customer shall be advised thereof in writing; and
- (d) Alectra Utilities shall not extend the letter of credit beyond _____.

The Customer acknowledges and agrees, as per Alectra Utilities’ Condition of Service, that after the electrical service is connected, Alectra Utilities will review actual construction costs incurred and may revise its Utility Portion evaluation accordingly, thereby requiring that the letter of credit be increased or decreased, to which increase or decrease the Customer shall agree upon being provided with notice thereof and shall execute the required documents in support of such increase or decrease.

In the event that the Customer meets its Load Guarantee, Alectra Utilities shall return the letter of credit. In the event that the Customer does not meet its load guarantee, Alectra Utilities shall recalculate the Economic Analysis with average monthly measured kilowatt demands recorded by Alectra Utilities and draw on the letter of credit to recover the shortfall.

The Customer provides the following details to assist Alectra Utilities in designing the electrical service required for connection of the premises to Alectra Utilities' distribution system:

The Customer hereby provides the attached Financial Agreement (for Letter of Credit) to the Customer's bank for completion and execution, prior to which completion, execution and delivery of letter of credit Alectra Utilities shall not be required to provide electrical service.

Customer: _____

Name of Signatory: _____ **(print)**

Signature: _____

Title: _____

I have authority to bind the Corporation.

Letter of Credit To Be Provided By:

Name of Bank: _____

Mailing Address: _____

Telephone Number: _____

ALECTRA UTILITIES CORPORATION
COMMERCIAL & INDUSTRIAL CUSTOMER DATA

A. GENERAL:

Address of Property: _____
 Legal Name of Company Developing Property: _____
 Address of Company Developing Property: _____
 Building to be Occupied By: _____
 Building Area: _____

B. ELECTRICAL SERVICE REQUIREMENTS:

Service Voltage: _____
 Service Size (Amps): _____

C. GUARANTEED ELECTRICAL DEMAND (kW):

5 Year Load Guarantee (kW): Year 1 _____
 (monthly measured kW) Year 2 _____
 Year 3 _____
 Year 4 _____
 Year 5 _____

D. LOAD CHARACTERISTICS:

Largest Motor (hp): _____
 Welders (Number, Size & Type): _____
 Lighting Load (kW): _____
 Electrical Heating (kW): _____
 Air Conditioning (kW): _____
 Computer: _____
 Miscellaneous: _____
 Total Connected Load (kW): _____
 Initial Demand Load (kW): _____

E. PROJECT CONTACTS:

Owner / Representative: _____ Phone: _____
 Electrical / Mechanical Consultant: _____ Phone: _____
 General Contractor: _____ Phone: _____
 Architect: _____ Phone: _____
 Electrical Contractor: _____ Phone: _____

F. CONSTRUCTION SCHEDULE:

Start of Construction: _____
 Temporary Service Required By: _____
 Permanent Service Required By: _____

SAMPLE

AGREEMENT BETWEEN

ALECTRA UTILITIES CORPORATION

and

TO: ALECTRA UTILITIES CORPORATION

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (NAME OF CANADIAN CHARTERED BANK OR TRUST COMPANY AND ADDRESS) FOR THE ACCOUNT OF (NAME OF CUSTOMER) UP TO AN AGGREGATE AMOUNT OF \$ _____ AVAILABLE ON DEMAND AS FOLLOWS:

Pursuant to the request of our customer, the said (NAME OF CUSTOMER) we (NAME OF BANK) hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of \$ _____ which may be drawn on by you upon written demand for payment made upon us by you which demand we shall honour without inquiring whether you have a right as between yourself and our said Customer to make such demand, and without recognizing any claim of our said Customer.

Provided, however, that you are to deliver to us at such time as a written demand for payment is made upon us a certificate signed by you and stating that _____ has failed to fulfill its contractual obligations in connection with the guaranteed electrical demand agreement dated _____ between Alectra Utilities and _____ for _____ Brampton, Ontario.

The amount of this credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This credit will continue up to the 30th Day of June XXXX, unless we give to you notice in writing by registered mail or courier of our intention to cancel the credit, such cancellation to be effective thirty (30) days after the date of our notice of cancellation.

Partial drawings are permitted.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof until the end of the five-year guarantee period, unless thirty days prior to any such date we shall notify you in writing that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn will be retained and used to meet obligations incurred or to be incurred in connection with the above-mentioned Agreement.

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____