

CONDITIONS OF SERVICE

APPENDIX F

Interval Meter Communications Agreement

INTERVAL METER COMMUNICATIONS AGREEMENT

This Interval Meter Communications Agreement is made this ____ day of _____, 200_,

BETWEEN **HORIZON UTILITIES CORPORATION**, a corporation incorporated pursuant to the laws of the Province of Ontario and licensed by the Ontario Energy Board, (hereinafter referred to as "Horizon Utilities"),

PARTY OF THE FIRST PART;

AND _____, (hereinafter referred to as the "Customer"),

PARTY OF THE SECOND PART.

From time to time, Horizon Utilities and the Customer shall be individually referred to in this Agreement as a "Party" and collectively as "Parties".

Whereas the Parties wish to define the relationship between Horizon Utilities and the Customer and, if applicable, the Customer's Assigned Third Party, with respect to the provision of read-only access to a Horizon Utilities interval meter installation;

Now therefore in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

For the purposes of this Agreement, the term 'Assigned Third Party' is meant to include Retailers.

The Customer is Carrying on Business:

From;

Customer's Business Name: _____

Address: _____

City: _____ Province: _____

Postal Code: _____

AT;

Customer's Service Address: _____

City: _____ Postal Code: _____

Contact Name: _____

Horizon Utilities Account #: _____

Pursuant to Subsection 11.1 (Provision of Current Usage Data to Retailers) and Subsection 11.2 (Provision of Current Usage Data to Customers) of the Retail Settlement Code, Horizon Utilities agrees to provide read-only, password-controlled access to Horizon Utilities' interval meter at the Customer's above-noted service address under the following conditions:

- The timing of the Customer's or Assigned Third Party's remote access to the interval meter is negotiable with Horizon Utilities. Horizon Utilities has priority when selecting access windows for the purpose of reading the interval meter.
- If Horizon Utilities' remote access to the interval meter is hindered or the Customer's or Assigned Third Party's access to the interval meter corrupts usage information, Horizon Utilities may suspend the Customer's or Assigned Third Party's right to access until any outstanding problems are resolved. To prevent Horizon Utilities from having difficulty remotely accessing the interval meter, each non-Horizon Utilities party accessing the meter is limited to three (3) interrogation sessions per call window access period. Furthermore, each interrogation session is limited to a maximum of ten (10) minutes.
- At this time, the only approved software packages for accessing Horizon Utilities' interval meter are: Utility Translation System's MV-90®, Ion Set-Up®, Ion Enterprise®, Alpha Plus® and PC Pro+®. The Customer or Assigned Third Party shall confirm its particular software system used for interrogating the Horizon Utilities' interval meter in the designated areas provided within this Agreement.
- The Customer shall pay the reasonable cost of any software, hardware or other services required for the Customer or Assigned Third Party to obtain direct access to the interval meter information. This may include installation of a secondary meter access system.
- The Customer shall bear a reasonable cost incurred by Horizon Utilities to correct problems caused by the Customer's or Assigned Third Party's direct access to the interval meter.
- If the Customer assigns his or her right to direct interval meter access to any Assigned Third Party, the Customer shall remain responsible for the action of the Assigned Third Party. In said case, the Customer shall supply the following contact information regarding the Assigned Third Party to Horizon Utilities:

Assigned Third Party Information

Business Name: _____

Contact Name: _____

Address: _____

City: _____ Province: _____

Postal Code: _____ Retailer License #: _____

Phone: _____ Fax: _____

E-mail: _____ Software: MV-90® Alpha Plus®
(Required) Ion Set-Up® PC Pro+®
 Ion Enterprise®

(For more than one Assigned Third Party, attach additional information for each to the end of this Agreement.)

- If the Customer wishes to withdraw the right from any Assigned Third Party, it is required to do so in writing to Horizon Utilities so that the read-only password can be changed and any other affected parties can be notified. The Customer shall bear all reasonable associated costs incurred by Horizon Utilities for changing passwords.
- The data obtained by the Customer or its Assigned Third Party from the interval meter is to be considered raw and without any additional validation, estimation or editing applied to it by Horizon Utilities. As such, it is expected that this data may vary on occasion from that supplied by Horizon Utilities' billing system, or any other source of settlement-ready interval metering data. If a discrepancy occurs between any data presented to the Customer and that presented by Horizon Utilities' actual billing, Horizon Utilities' actual billing shall be used as the correct values. Horizon Utilities does not assume any liability for any damages or losses that may occur as a result of further use of raw interval data.

Furthermore, pursuant to Subsection 5.1 (Provision of Meters and Metering Services) of the Distribution System Code, the following conditions also apply:

- As this interval meter installation is an integral part of Horizon Utilities' data collection system for interval meters, Horizon Utilities requires the Customer/Assigned Third Party to install and maintain a communication link, which meets Horizon Utilities current specification, with Horizon Utilities' interval meter at the Customer's location.
- Horizon Utilities will interrogate its meter daily and will report any failures of the communication link to the Customer's designated Primary Contact person named below. The Customer will be responsible to resolve any reported failures of the communication link within three (3) business days. After these three (3) days, the Customer will bear all costs associated with dispatching Horizon Utilities' staff to the above-noted location to manually interrogate the meter, if necessary, when the communication link is not available.

This agreement shall be binding on all successors and assigns. This agreement shall not be assigned without the prior written consent of Horizon Utilities, such consent not to be unreasonably withheld or delayed.

Contact with the Customer regarding this agreement will be with the person(s) listed below with respect to this interval meter installation for the purposes of read-only access. The Primary Contact will be responsible for maintaining the communication link at the interval meter location.

Contacts will be:

in respect of the Customer

(Required) Primary Contact Name: _____

Position: _____

Address: _____

City: _____ Province: _____

Postal: _____

Phone: _____ Fax: _____

E-mail: _____ Software MV-90® Alpha Plus®
(Required) Ion Set-Up® PC Pro+®
 Ion Enterprise®

(Optional) Alternate Contact Name: _____

Address: _____

City: _____ Province: _____

Postal Code: _____

Phone: _____ Fax: _____

E-mail: _____

in respect of Horizon Utilities Corporation

Name: Al Vance
Manager, Customer Connections
E-mail: Al.Vance@horizonutilities.com
Phone : 905-317-4786
Fax: 905-522-8373

Address: Horizon Utilities Corporation
55 John Street North
P.O. Box 2249 STN LCD 1
Hamilton, Ontario L8N 3E4

Once the completed and signed Agreement is mailed or faxed to Horizon Utilities, Horizon Utilities will supply a detailed summary of the metering information required to enable the Customer or Assigned Third Party to have read-only access to this interval meter installation. In addition, Horizon Utilities will designate an approved time window for accessing this meter.

A copy of the final Agreement signed by Horizon Utilities will be returned to the Customer or Assigned Third Party.

[WHERE CUSTOMER IS A CORPORATION]

In witness whereof, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by the signatures of their proper officers duly authorized in their behalf as of the day and year first above written.

Corporation's name

HORIZON UTILITIES CORPORATION

Authorizing signature and seal

Authorizing signature and seal

Signatory's name

Robert Lister, Vice President, Utility
Operations

Signatory's title

I have the authority to bind the Corporation

I have the authority to bind the Corporation

[WHERE CUSTOMER IS AN INDIVIDUAL]

In witness whereof the Customer has set his hand and seal, and Horizon Utilities has caused this Agreement to be executed by the signature of its proper officer duly authorized in that behalf as of the day and year first above written.

Developer's name

HORIZON UTILITIES CORPORATION.

Developer's signature

Authorizing signature and seal

Witness' name

Witness' signature

Robert Lister, Vice President, Utility
Operations

I have the authority to bind the Corporation

**SIGNED, SEALED AND DELIVERED
in the presence of:**

Witness' name

Witness' signature