Conditions of Service

for

Wellington North Power Inc.

a member of
Cornerstone Hydro Electric Concepts Association

Proposed

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CONDITIONS OF SERVICE

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SECTION 1 INTRODUCTION

1.1 Identification of Distributor and Territory

The Distributor, Wellington North Power Inc., is a corporation, incorporated under the laws of the Province of Ontario to distribute electricity and carry on the business of the electricity distributor within its licensed service area.

The Distributor, Wellington North Power Inc., is licensed by the Ontario Energy Board (OEB) to supply electricity to Customers as described in the Distribution Licence issued to the Distributor by the OEB. Additionally, there are requirements imposed on the Distributor by the various codes referred to in the Licence and by the Electricity Act, the Ontario Energy Board Act and other provincial legislation.

The Distributor, Wellington North Power Inc., is limited to operate distribution facilities within their Licensed Territory as defined in the Distribution Licence.
Wellington North Power Inc. services the urban areas of Arthur, Mount Forest and Holstein in southwestern Ontario.

1.1.1 General

Nothing contained in this document or in any contract for the supply of electricity by the Distributor shall prejudice or affect any rights, privileges, or powers vested in the Distributor by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any regulations thereunder.

All operations performed by the Distributor and its agents shall be performed within the rules and regulations set out by the appropriate authorities including but not limited to: Ministry of Energy and Mines (MEM), Electrical Safety Authority (ESA), Ministry of Labour, Immigration and Skills (MOLI&S), Ministry of Transportation (MTO), etc.

The Distributor will normally provide one electrical service to each Customer location at a nominal service voltage.

Modifications to an existing service must comply with the requirements of the standards in effect at the time of the modifications.

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The Customer or their authorized representative must make application for new or upgraded electric services, temporary power services and generation connections.

The Customer or their representative shall consult with the Distributor concerning the availability of supply, the voltage of supply, service location, metering, and any other details. These requirements are separate from and in addition to those of the Electrical Safety Authority. The Distributor will confirm, in writing, the Characteristics of Electric Supply available at a specific site.

The Customer is required to provide the Distributor sufficient lead-time in order to ensure:

- The timely provision of supply to new and upgraded premises.
- The availability of adequate capacity for additional loads to be connected in existing premises.
- The availability of adequate capacity for generation to be connected to the specific location.

If special equipment is required or equipment delivery problems occur, then longer lead times may be necessary. The Customer will be notified of any extended lead times.

Customers will be required to pay the cost of repair or replacement of the Distributor's plant that has been damaged through the Customer's action or neglect.

The supply of electricity or a service connection is conditional upon the Distributor being permitted and able to provide such a supply, obtaining the necessary apparatus and material, and constructing works to provide the service. Should the Distributor not be permitted to supply or not be able to do so, it is under no responsibility to the Customer whatsoever.

The Customer shall not build, plant, or maintain or cause to be built, planted, or maintained any structure, tree, shrub, or landscaping that would or could obstruct the running of distribution lines, endanger the equipment of the Distributor, interfere with the proper and safe operation of the Distributor's facilities, or adversely affect compliance with any applicable legislation in the sole opinion of the Distributor. Such obstructions shall be remedied or removed at the Customer's expense.

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Prior to commencing any service work, the Customer must consult (through written approval) with the Distributor to ensure compliance with current requirements.

The Customer is responsible for selecting a qualified and competent ESA approved contractor. Careful selection of a contractor can significantly affect the cost of a project. The Distributor shall be consulted prior to the selection of a mutually acceptable contractor.

The Customer maintains the responsibility to ensure that all work is done in accordance with the Distributor's design and technical standards and specifications.

The Distributor, at the expense of the Customer, reserves the right to inspect the work throughout the duration of the project, and the Contractor shall supply the Inspector such accommodations as the Inspector may require. The Inspector shall request that the Contractor stop work at any time the Inspector deems the Contractor is not proceeding in accordance with these "Conditions of Service," the Distributor's design, technical standards, and specifications or Safe Work Practices. The Customer shall confer with the Distributor before work recommences to mitigate undue cost and construction delays for the project.

Customers may be required to pay Capital Contributions for the addition of new and upgraded electrical services. In some instances, an Economic Evaluation as defined in the Distribution System Code (DSC) may be required. Customers installing distributed generation may be required to pay for additions of new or upgraded Distributor electrical plant associated with the connection of the generation and the associated engineering studies.

1.2 Related Codes and Governing Laws

The Distributor is limited in its scope of operation by the:

a) Electricity Act, 1998
b) Ontario Energy Board Act, 1998
c) Electricity Distribution Licence
d) Electricity Distribution Rate Handbook
e) Affiliate Relationships Code for Electricity Distributors and Transmitters (ARC)
f) Digital Privacy Act (DPA)
g) Distribution System Code (DSC)
h) Retail Settlement Code (RSC)

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i) Standard Supply Service Code (SSSC)
j) Transmission System Code (TSC)
k) Electricity and Gas Inspection Act
l) Ontario Regulation 22/04 - Electrical Distribution Safety
m) Ontario Regulation 442/07 - Electrical Safety Authority – Administrative Penalties
n) Ontario Electrical Safety Code (OESC)
o) Public Service Works on Highways Act
p) Ontario Building Code (OBC)
q) Employment Standards Act (ESA)
r) Personal Information Protection and Electronic Documents Act (PIPEDA)
s) Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
t) Electricity and Gas Inspection act – administered by Measurement Canada
u) Bankruptcy and Insolvency Act (BIA)
v) Accessibility for Ontarians with Disabilities Act (AODA)
w) Independent Electric System Operator (IESO) – Market Rules
x) Occupational Health and Safety Act (OHSA)
y) Environmental Protection Act (EPA)
z) Law Enforcement and Forfeited Property Management Statute Law Amendment Act, 2005
aa) Customer Protection Act, 2002
bb) Canada's Anti-Spam Law ("CASL")
cc) Species at Risk Act (SARA)
dd) Family Law Act
ee) Residential Tenancies Act, 2006
ff) Any other applicable legislation, regulation, code, or legal requirement as may be prescribed by provincial or federal law.

In the event of a conflict between this document and the Distribution Licence or regulatory Codes issued by the OEB, or the Electricity Act, the provisions of the Act, the Distribution Licence and associated regulatory Codes shall prevail. The Distributor will endeavor to modify its Conditions of Service document to align with the changes to regulatory codes, government acts and statutory requirements. The most recent versions of applicable codes and governing laws will apply to these Conditions of Service.

When planning and designing for electricity service, Customers and their agents must refer to all applicable Provincial and Canadian electrical codes, and all other applicable federal,

provincial, and municipal laws, regulations, codes, and by-laws to also ensure compliance with their requirements. The work shall be conducted in accordance with the Ontario Occupational Health and Safety Act, the Regulations for Construction Projects and the Electrical Utility Safety Rules issued by the Infrastructure Health and Safety Association.

1.3 Interpretations

In these Conditions, unless the context otherwise requires:

a) Headings and underlining are for convenience only and do not affect the interpretation of these Rules.
b) Words referring to the singular include the plural and vice versa.
c) Words referring to a gender include any gender.
d) Reference to a document, act, code, or bylaw shall be reference to the document, act, code, or by law as amended, re-enacted, or replaced from time to time.
e) Any reference to duration of time in working days shall be a reference to the normal working days of the Distributor and will not include any weekends, statutory holidays or holidays recognized by the Distributor.
f) A reference to a document or a provision of a document includes any amendment or supplement to, or a replacement of, that document or that provision of that document.
g) A request for clarification on the issue of the interpretation of any word appearing in these Conditions of Service shall be submitted in writing, and the final arbitrator between Customer and Distributor shall be the OEB.

1.4 Amendments and Changes

The provisions of these Conditions of Service and any amendments made from time-to-time form part of any Contract made between the Distributor and any connected Customer, Generator or their agents.

In the event of changes to this Conditions of Service a notice shall be provided to Customers as required in the Distribution System Code and copies made available at the Distributor's office or on the Distributor's Website.

The Customer is responsible for contacting the Distributor to ensure that the Customer has, or to obtain the current version of the Conditions of Service. The Distributor may charge a

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reasonable fee to recover costs for providing the Customer with more than one copy of this document.

1.5 Contact Information

The Distributor and its agents can be contacted during normal working hours. Please refer to the Contact Listing in the Appendices for phone number of the Distributor servicing your area.

1.6 Customer Rights

In those instances where the Customer will own their secondary or primary service, the Customer has the right to hire a Contractor to supply, install, and maintain the service.

The Customer has the right to demand identification (if available) from any person purporting to be an authorized agent or employee of the Distributor.

A Customer, who believes that they have suffered damages to their property or equipment as a result of negligence on the part of the Distributor, may submit a written claim for damages to the Distributor. The Distributor will investigate the claim and respond in writing within 10 business days of the receipt of the claim.

The Distributor will adhere to the Ontario Energy Board's mandated customer service rules regarding bill payments, security deposits, disconnections and reconnections, as updated from time to time.

1.7 Distributor Rights

No employee, representative or agent of the Distributor has the authority to make any promise, agreement, or representation, whether verbal or otherwise, which is inconsistent with these Conditions of Service and no such promise, agreement or representation shall be binding on the Distributor.

In those instances where the Customer has the authority to hire a Contractor to construct plant which will become part of the Distributor's system, the Distributor shall have the right to require the Contractor to submit proof of previous experience and satisfactory performance, and, the Distributor shall have the right to investigate such proof and approve the Contractor prior to the

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Owner awarding a contract for the work to the Contractor.

The Distributor shall have access to Customer property in accordance with section 40 of the *Electricity Act, 1998*.

If the supply of electricity to the Distributor is interrupted or reduced because of an Emergency or equipment failure on the transmission or distribution system, the Distributor, in its sole judgment, may allocate the available electricity among the Customer and other Customers in its service area. An allocation of electricity under this Section shall be deemed not to be a breach of any contract.

1.8 Disputes

If, following good faith negotiations between a Customer or other market participants and the Distributor, a resolution cannot be reached, the dispute may be submitted to a dispute resolution process.

Any dispute which shall arise between the Distributor and a Customer(s) and other market participants subject to the terms of these Conditions of Service concerning the rights, duties or obligations of the Distributor or others subject to these Conditions of Service, shall be subject to the following dispute resolution procedure:

Mediation

- Either party (the "Initiating Party") may invoke the dispute resolution procedure by sending a written notice to the other party (the "Respondent Party") describing the nature of the dispute and designating a representative of the Initiating Party with appropriate authority to be its representative in negotiations relating to the dispute. The responding Party shall, within five business days of the receipt of such notice, send a written notice to the Initiating Party, designating a representative of the Responding party with the appropriate authority to be its representative in negotiations relating to the dispute.

- Within ten business days of the receipt by the Initiating Party of the written notice of the Responding Party the designated representatives shall enter into good faith negotiations with a view to resolving the dispute.

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Arbitration

- If the dispute is not resolved in thirty days of the commencement of such negotiations, or such longer period as may be agreed upon, either party may, by written notice to the other party, require that the parties be assisted in their negotiations by an independent third-party arbitrator. The appointed arbitrator will complete its review of the dispute in a timeline agreed and accepted by all parties.

- The Customer reserves the right to submit their dispute in accordance with the OEB Consumer Complaint Process as defined under the Distributor's "Customer Complaint Process Policy" and in the Distribution System Code Section 10.2. Where a Customer complaint follows the OEB's Consumer Complaint Response Process, the Customer complaint is forwarded to the Distributor through the OEB's on-line portal. The Distributor shall adhere to the timelines specified by the OEB and submit the required information through the OEB's online-portal as the means of resolving the dispute.

1.9 Service Quality Requirements

The level of service provided by the Distributor is defined in specific terms within Section 7 of the Distribution System Code (DSC), or as the DSC may be amended from time to time. The Distributor recognizes the requirements and will strive to meet or exceed these requirements and the associated reporting to the OEB. The reporting of these requirements forms public record available to the Distributor's Customers.

1.10 Liability

A Distributor shall only be liable to a Customer and a Customer shall only be liable to a Distributor for any damages which arise directly out of the willful misconduct or negligence:

a) Of the Distributor in providing distribution services to the Customer;
b) Of the Customer in being connected to the Distributor's distribution system;
c) Of the Distributor or Customer in meeting their respective obligations under the Distribution System Code, their licence, and any other applicable law.

Customers will be required to pay the cost of repair or replacement of the Distributor's plant that has been damaged through the Customer's action or neglect.

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Despite the above, neither the Distributor nor the Customer shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental, or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

1.11 Force Majeure

Neither party shall be held to have committed an event of default in respect of any obligation under the Distribution System Code if prevented from performing that obligation, in whole or in part, because of a force majeure event.

Notwithstanding any of the foregoing, settlement of any strike, lockout, or labor dispute constituting a force majeure event shall be within the sole discretion of the party to the agreement involved in the strike, lockout, or labour dispute. The requirement that a party must use its best efforts to remedy the cause of the force majeure event, mitigate its effects, and resume full performance under the Distribution System Code shall not apply to strikes, lockouts, or labour disputes.

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SECTION 2 DISTRIBUTION ACTIVITIES (GENERAL)

2.1 Connections

This section includes information that is applicable to all Customer classes of the Distributor. Items that are applicable to only a specific Customer class are covered in Section 3.

2.1.1 Obligations to Connect

As provided in Section 28 of the Electricity Act 1998 the Distributor has the Obligation to Connect any Building that "lies along" its distribution system subject to conditions outlined in section 2.1.1 Obligations to Connect
A building "lies along" a distribution line if it can be connected to the Distributor distribution system without an expansion or enhancement.

A Building that appears to 'lie along' a distribution line may be refused connection to that line should the distribution line not have sufficient capacity for the requested connection. In such instances, the Distributor shall make an offer to connect which will include the cost of the enhancement.

As provided in Section 25.36 of the Electricity Act 1998 the Distributor shall connect a renewable energy generation facility to its distribution system in accordance to regulations, the market rules and any licence issued by the Board if requested and all regulations, market rules, orders or code have been met in respect to the connection.

Connection fees as noted within these Conditions of Service shall apply (see sections 3.1.3, 3.1.4, 3.3.3, 3.3.4, and 3.5.1).

2.1.2 Offer to Connect

The Distributor will make an Offer to Connect to any Customer requesting a connection within the Distributors licensed territory. As required by the Distribution System Code, the Offer to Connect must be fair and reasonable and be based on the Distributor's design standard. The Offer to Connect must also be made within a reasonable time from the request for connection and the receipt of all required information from the Customer.

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The Distributor may require a Customer proposing to install generation to contribute to the cost of electrical infrastructure necessary to facilitate the connection. Capital contributions will be determined in accordance with the methodology and guidelines established by the Ontario Energy Board (OEB) under the *Distribution System Code*. If an expansion or enhancement of the distribution system is required to facilitate a connection, the Distributor may need to perform an Economic Evaluation to establish the capital contribution required from the Customer. The Customer should review the attached Distribution Connection Process for further information.

The Distributor may require a Customer proposing to install generation to pay the costs of electrical plant installed to facilitate the connection of the generation. Such capital contributions will be calculated using the guidelines set by the OEB in the Distribution System Code.

Reference: A Customer considering a generation project can find additional information on the technical and administrative requirements in the Distributed Energy Resources Connections Procedures (DERCP) and Appendix E of the Distribution System Code. A copy of these documents can be obtained from your local utility upon request.

2.1.3 Alternative Bids

Where the Distributor requires a capital contributed from the Customer, the Distributor shall allow the Customer to obtain and use alternative bids for the work that is eligible for Alternative Bid.

The following activities are not eligible for Alternative Bid:

a) work by others on the Distributor's existing circuits is not permitted; and,
b) the development of specifications for any of the following:
    i. the design of an expansion;
    ii. the engineering of an expansion; and
    iii. the layout or routing of an expansion.
c) providing the design specifications for the construction; and
d) inspecting, cable terminations, testing and authorizing the line for connection.

In the event the Customer chooses to use an alternative bidder to construct those portions of an expansion that are eligible for Alternative Bid, the Customer shall:

a) complete all the work that is eligible for Alternative Bid; and,

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b) pay the cost for all design specifications; and,
c) select, hire, and pay the qualified contractor all the costs for the work eligible for the Alternative Bid; and,
d) assume full responsibility for the construction of the Alternative Bid portion of the expansion project; and,
e) administer the contract and provide onsite supervision. Administering the contract includes acquisition of all required permissions, permits, and property rights as required; and,
f) pay the cost of any easements or property agreements as required by the Distributor; and,
g) engineer, design, layout and construct the system expansion (line extension) to meet the Distributor's distribution planning design and material specifications; and,
h) prior to construction, submit plans for the design, engineering, layout, and work execution for approval by the Distributor; and
i) assume full responsibility for the construction of any portion of the expansion project to be constructed on private property; and,
j) pay all applicable ESA inspection fees; and,
k) pay an inspection and commissioning fee to the Distributor for inspection and commissioning of the construction; and,
l) the Customer shall agree to transfer ownership of the expansion facilities that are constructed under the Alternative Bid option to the Distributor upon completion.
m) provide all expansion related invoices to the Distributor for re-evaluation of the capital contribution based on actual costs.

The Distributor reserves the right to inspect and commission the expansion prior to connection and will be reimbursed by the Customer on a fee for service basis. As well, the Customer shall reimburse the Distributor for incidental costs incurred because of the work being performed by the alternative bidder; this includes, but is not limited to, items such as establishing worker protection and costs associated with connecting the expansion to the existing Distribution System. All expansion facilities shall be constructed in compliance with the design provided/approved by the Distributor.

Upon final inspection and approval by the Distributor, the Customer will transfer the expansion facilities to the Distributor, and the Customer will be paid a transfer price. The transfer price shall be the lower of the cost to the Customer to construct the expansion facilities, validated

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through customer submitted project invoices, or the amount set by the Distributor in its initial offer to do the work eligible for Alternative Bid.

Where the Distributor is required to pay a transfer price, the transfer price shall be considered a cost to the Distributor for the purposes of completing the final economic evaluation of the system expansion.

2.1.4 Bypass Compensation

The Distributor shall require bypass compensation from a customer with a non-coincident peak demand that meets or exceeds 5 MW, if:

a) the customer disconnects its load facility from the Distributor's distribution system and connects that facility to a generation facility or to another load facility that is not owned by the Distributor such that the Distributor will no longer receive rate revenues in relation to that disconnected facility; or
b) the customer, while retaining its connection to the Distributor's distribution system, also connects its load facility to a generation facility or to another load facility that is not owned by the Distributor such that the customer reduces its load served directly by the Distributor's distribution system, and the Distributor's rate revenues in relation to that facility will be reduced.

2.1.5 Connection Denial

The Distribution System Code in section 3.1 sets outs the conditions for a Distributor to deny connections. A Distributor is not obligated to connect a Customer within its service territory if the connection would result in any of the following:

a) contravention of existing laws of Canada and/or the Province of Ontario, including the Ontario Electrical Safety Code;
b) violation of conditions in a Distributor's Licence;
c) use of a Distribution System line for a purpose that is not intended by the Distributor;
d) material adverse effect on the reliability and safety of the Distribution System;
e) imposition of an unsafe work situation beyond normal risks inherent in the operation of the Distribution System;
f) a material decrease in the efficiency of the Distributor's Distribution System;

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g) a material adverse effect on the quality of distribution services received by an existing connection;
h) discriminatory access to distribution services;
i) the Customer requesting the connection is currently in arrears for Distribution Services, electricity supplies, or other invoices owed to the Distributor;
j) the connection is not in compliance with these Conditions of Service;
k) the connection does not meet the Distributor's design requirements;
l) by order of the ESA;
m) the Customer does not have the required approval of the ESA for the connection;
n) the premises being connected are the subject of a stop work order under the Ontario Building Code ("Ontario"); or
o) the Customer is within another Distributor's service area.

In addition to the above, the Distributor may deny connection to any Customer for any of the following reasons:

- Refusal by the Customer to sign any agreements required to be executed by the Customer under these Conditions of Service;
- Failure to meet the Distributor's security deposit policy requirements as outlined in the Conditions of Service.

The Distributor shall inform the person requesting the connection of the reason(s) for not connecting and, where the Distributor is able to provide a remedy, make an offer to connect. If the Distributor is unable to provide a remedy to resolve the issue, it is the responsibility of the Customer to do so before a connection may be made.

2.1.6 Inspections before Connections

The Distributor has the right to request an inspection prior to any connection to ensure the connection meets the Distributor's design standards and requirements.

All Customer electrical installations shall be inspected and approved by the Electrical Safety Authority (ESA).

The Distributor requires notification from the ESA of this approval prior to the connection of a Customer's service.

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Services that have been disconnected for a period of six months or longer shall also be inspected and approved by the ESA prior to reconnection.

Temporary services, for construction purposes, are approved by the ESA for a period of twelve months and must be re-inspected should the period of use exceed twelve months.

The Distributor reserves the right to inspect and approve Transformer rooms, Vaults and Pads prior to, during, and following the installation of equipment.

Provision for metering shall be inspected and approved by the Distributor prior to connection.

Customer owned substations must be inspected by both the Electrical Safety Authority and the Distributor, prior to connection to the Distribution system.

Duct banks and road crossings shall be inspected and approved by the Distributor prior to the pouring of concrete and again before backfilling.

The Distributor reserves the right to inspect any underground trenches prior to backfilling. The Distributor reserves the right to approve the installation and location of all submarine cable. All documentation and permits required for laying of submarine cable must be provided to the Distributor. The installation of submarine cable must meet the requirements of all governing legislation.

All work done on existing Distributor plant must be authorized by the Distributor and carried out in accordance with all applicable standards and legislation.

2.1.7 Relocation of Plant

The Distributor will, where feasible, accommodate requests to relocate electrical plant such as poles and metal enclosed equipment.

The Customer will be required to pay all of the costs incurred by the relocation.
Requests by civic authorities to relocate distribution facilities will be done so in accordance with the appropriate regulations. See *Public Service Works on Highways Act*.

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2.1.8 Easements

To maintain the reliability, integrity and efficiency of the distribution system, the Distributor has the right to have supply facilities on private property registered against title to the property.

The Distributor requires registered easements for its facilities under any of the following conditions:

a) any single or multi-phase line, underground or sub-marine cables, poles, anchors, or aerial occupation where the line crosses private property, including any Common Service Taps;
b) when the Distributor's underground or overhead plant is to be located on private property or crosses over an adjacent private property to service a Customer;
c) anchors on private property supporting distribution lines, three-phase feeders, and any (single or multi-phase) structures supporting switches, re-closers, voltage regulators or capacitor banks where the poles are located on road allowance;
d) any new plant being added to the Distributor's facilities and equipment, which is the subject of an existing, unregistered easement that does not include replacement/maintenance of the existing Distributor's facilities and equipment;
e) Any offset to the existing alignment of the existing distribution line facilities.

The Customer shall acquire and grant in the Distributors name, at no cost to the Distributor, where required, an easement to permit installation and maintenance of service. The width and extent of this easement shall be determined by the Distributor. The easement shall be granted prior to connection of the service.

The Owner shall furnish to the Distributor, free and clear of all encumbrances, sufficient easements to enable the servicing of all existing or proposed developments or subdivisions from plants located on the Owners' property.

Sufficient property at suitable locations shall be made available for the purpose of the installation of Distributor's assets.
The Customer will prepare at its own costs a reference plan and associated easement documents to the satisfaction of the Distributor's solicitor prior to its registration and register the easement plan. Details will be provided upon application for service.

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Where surface restoration by the Distributor is required following any repairs or maintenance to a service, the Distributor will in so far as is practicable, restore the property to its original condition; and provide compensation for any damages caused by the entry that cannot be repaired (to a reasonable standard)

2.1.9 Unregistered Easements

The Distributor has what is known as an unregistered easement, which gives it the right to have its assets on private property by virtue of Section 46(1) of the Electricity Act, 1998. A copy of the Act can be found online at: https://www.ontario.ca/laws/statute/98e15

Essentially, this Act gives utilities the right to continue to occupy portions of private property which it did historically. It is an effort to strike a balance between the rights of private property owners and the need for the utility to be able to maintain the electricity Distribution System across the province.

The Distributor holds unregistered rights to use real estate in connection with its Distribution System. These rights were obtained when the Distributor installed its distribution poles and wires on private lands with the consent of the property owner and, in some cases, these rights are evidenced by a legal agreement between the property owner and the Distributor.

By virtue of Section 46.1(1) of the Electricity Act, 1998, the Distributor can rely on unregistered rights which continue to exist and bind subsequent owners of private lands.

2.1.10 Contracts

Standard Form of Contract - All Customers will be requested to complete and sign the standard form of contract to apply for a connection. A Standard Contract for service shall be considered as being in force from the date it is signed by the Customer and the Distributor and shall remain in force until terminated by either party.

Special Contracts - Special contracts that are customized in accordance with the service requested by the Customer normally include, but are not necessarily limited to, the following examples:

i. Temporary Services Connections such as
   - construction sites

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- mobile facilities
- non-permanent structures

ii. Special occasions, etc.

iii. Generation

In all cases of special contracts, the terms and conditions of all regulations, conditions and charges as established by the Distributor shall apply to the Customer connection unless specifically noted in the special contract.

Implied Contracts – In the absence of a written contract, the Distributor has an implied contract with any Customer that is connected to the Distributor's Distribution System and receives Distribution Services from the Distributor. The terms of the implied contract are embedded in these Conditions of Service, the Rate Handbook, and the Distributor's Rates Schedules and Distribution Licence, the Distribution System Code, the Standard Supply Service Code, and the Retail Settlement Code, all as amended from time to time.

However, notwithstanding the absence of a formal contract, the taking and using of service from the Distributor by any person or persons constitutes the acceptance of all regulations, conditions and rates as established by all statutes, regulations, or codes, including without limitation the Distributor's Conditions of Service and the terms of any applicable connection agreement. Such acceptance and use of service shall be deemed to be the acceptance of a binding contract with the Distributor and the person so accepting shall be liable for payment for such service and the contract shall be binding upon the person's heirs, administrators, executors, successors, and assigns. For greater certainty, but without limiting the foregoing, this Section applies to new Customers who are successors or assignees of existing Customers or who have undergone a legal name change.

Connection Agreements that are customized in accordance with the service requested by the Customer normally include, but are not limited to, the following:

a) Embedded Distributor
b) Embedded Generator: Two Connection Agreements are required, one for the load and one for the generation
c) Customers classified as Large Users
d) Services where the Sub-Station is Customer-Owned

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2.2 Disconnection

The Distributor shall not be liable for any damages or claims as a result of disconnection of service.

2.2.1 Right to Disconnection

The Distributor has the right to refuse and/or obligation to disconnect the supply of electrical energy or service to a Customer for causes including but not limited to:

a) where the Service has been discontinued.
b) where there is contravention of the laws of Canada or the Province of Ontario, including the OESC.
c) where, in the opinion of the Distributor, the Customer's electrical system is defective and represents a danger to life or property or has an adverse effect on the reliability and safety of the Distribution System.
d) where there is a material decrease in the efficiency of the Distributor's Distribution System.
e) where there is a potentially adverse effect on the quality of distribution services received by an existing connection.
f) where there is a power quality issue or electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion.
g) where the Customer has a building or structure under the Distributor's wires which is within clearance required by the Canadian Standards Association.
h) where the failure of the Consumer or Customer to comply with a directive of the Distributor that the Distributor makes for purposes of meeting its Licence obligations.
i) where the Distributor is ordered to do so by any authority having the legal right to issue such an order.
j) where the Customer owes the Distributor money for distribution services, an Expansion Deposit or security deposit.
k) where there is imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system.
l) where there is an inability for the Distributor to perform planned inspections and maintenance.
m) where the Customer fails to maintain Customer-owned equipment that the Distributor believes poses a safety or system reliability risk.

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n) where the Distributor reasonably believes that there is energy diversion, fraud, or abuse.

o) where there is an inability for the Distributor to access revenue meter data, or perform planned inspections, installations, or maintenance of revenue-metering equipment.

p) any other conditions identified in this Conditions of Service document.

Disconnection of service shall follow the Distributor's Disconnection/Reconnection Policy.

The Distributor may disconnect the supply of electrical energy to a Customer without notice in accordance with a court order, for an Emergency, safety, or system reliability reasons. In some instances, an inspection by the ESA may be required prior to the Distributor reconnecting the supply of electrical energy. It shall be the responsibility of the party requiring the reconnection to arrange for the inspection and the payment of fees.

2.2.2 Unauthorized Energy Use

The Distributor shall use its discretion in taking action to mitigate unauthorized energy use. Upon identification of possible unauthorized energy use, the Distributor shall notify, if appropriate, Measurement Canada, The Electrical Safety Authority, Police Officials, Retailers that service Customers affected by an authorized energy use, or other entities.

The Distributor may recover from the parties responsible for the unauthorized energy use all costs incurred by the Distributor arising from unauthorized energy use, including an estimate of the energy used, inspection and repair costs.

A service disconnected due to unauthorized use of energy shall not be reconnected until such time as all arrears resulting from the unauthorized use has been resolved to the satisfaction of the Distributor.

Prior to reconnection, the Distributor shall require proper authorization from applicable authorities.

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2.3 Conveyance of Electricity

2.3.1 (a) Guarantee of Supply

The Distributor agrees to use reasonable diligence in providing a regular and uninterrupted supply but does not guarantee a constant supply or the maintenance of unvaried frequency or voltage and will not be liable in damages to the Customer by reason of any failure in respect thereof.

Customers requiring a high degree of security of supply or power quality are responsible to provide their own back-up or standby facilities.

Customers requiring power for human life support equipment must provide their own equipment to ensure an uninterrupted supply of power. Customers on life support equipment are encouraged to contact the Distributor to inform them of their medical needs and the backup equipment which is in place.

When power is interrupted, or the Customer is experiencing power quality problems the Customer, or their electrical contractor shall first ensure that interruption is not due to problems within the Customer owned installation. If after verifying that the cause of the problem does not reside on the Customer's installation, the Customer shall contact the Distributor. The Distributor will respond to and take reasonable steps to restore power. The Distributor reserves the right to claim and take any actions or legal proceedings for recovery or compensation as a result of costs due to inconvenience, disruption of schedule, and/or loss of efficiency or productivity of any nature whatsoever related to misidentification of power quality issues or outages by the customer or its contractor and/or subcontractors, suppliers, and/or material person of any tier.

Although it is the Distributor's policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customer's supply to maintain or improve the Distributor's system, or to provide new or upgraded services to other Customers. Whenever practical and cost effective, as determined by the Distributor, arrangements suitable to the Customer and the Distributor may be made to minimize any inconvenience. The Distributor will endeavor to provide the Customer with reasonable advance notice, except in cases of emergency, involving danger to life and limb, or impending severe equipment damage.

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The Distributor will endeavor to notify Customers prior to interrupting the supply to any individual service. However, if an unsafe or hazardous condition is found to exist, or if the use of electricity by apparatus, appliances, or other equipment is found to be unsafe or damaging to the Distributor or the public, service may be discontinued without notice.

2.3.1 (b) Severe weather event- Power Outage Restoration and Communication

In the event of a severe weather event (see glossary), the distributor shall provide an estimated time of restoration of service as quickly as possible and in any event no more than 4 hours after completion of damage assessment related to the impact of a severe weather event on the distributor's system. The means of communicating with the customers shall be at least one of the following: the distributor's website; the distributor's social media channel; email; telephone line; or radio broadcast.

In the case of a high-impact low-frequency event (see glossary), the distributor, in addition to the above shall

(a) Make updates to the estimated time of restoration available to affected customers at intervals not exceeding 6 hours, starting from the 48 hours after the event's onset and continuing until service is restored to all customers.

The distributor will establish communication protocols specifically for critical customers (see glossary) with relation to severe weather events that must, at a minimum, include an emergency phone number from the distributor's operations centre, control room or other designated emergency contact.

Depending on the outage duration and the number of Customers affected, the Distributor may notify affected customers of the outage. The method of notification is at the discretion of the Distributor (i.e.: Online Applications, Outage Portal, social media, etc.).

2.3.2 Power of Entry

The Distributor or its authorized agents may, under Section 40 of the Electricity Act, 1998, enter private property at any time for any of the following purposes:

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a) to install, inspect, read, calibrate, maintain, repair, alter, remove, or replace a meter;
b) to inspect, maintain, repair, alter, remove, replace, or disconnect wires or other facilities used to transmit or distribute electricity;
c) to inspect, maintain, repair, alter, remove, and replace the Distributor's Facilities and Equipment;
d) to perform vegetation management to maintain and protect distribution wires, poles, and any accessories.

The Distributor will use reasonable efforts to exercise the statutory Power of Entry rights during normal business hours. The Distributor's employee or authorized agent exercising this Power of Entry will identify themselves with proper identification upon request.

Where the owner of private property upon which lies a portion or portions of the Distributor's Distribution System, has forbidden the Distributor entry onto the private lands, the Distributor will, where practicable, use reasonable efforts to provide notification. Where an emergency condition or safety hazard exists, at the sole discretion of the Distributor, the Distributor may choose to immediately exercise its statutory Power of Entry rights and enter onto private lands without prior notice to the Customer.

2.3.3 Power Quality

The Distributor will respond to and take reasonable steps to investigate consumer power quality complaints and report to the consumer on the results of the investigation. The method and level of investigation will be at the discretion of the Distributor.

If the source of a power quality problem is caused by the consumer making the complaint, the Distributor may seek reimbursement for the time and cost spent to investigate the complaint.

If the source of a power quality problem is caused by a consumer, the Distributor may direct the consumer to take corrective action. If the Consumer does not take such action within a reasonable time, the Distributor may disconnect the supply of power to the Customer (see 2.2 Disconnection).

For more reference here is the link to the OEB Power quality guide. What's New - 2024-03-28 | Ontario Energy Board

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2.3.4 Electrical Disturbances

There are levels of voltage fluctuation and other disturbances that can cause flickering lights and more serious difficulties for Customers connected to the Distributor distribution system.

Some types of electronic equipment, such as video display terminals, can be affected by the close proximity of high electrical currents that may be present in transformer rooms.

No electrical equipment, which may produce an undesirable system disturbance, shall be connected by a Customer to a Customer's service without prior approval of the Distributor.

Examples of equipment, which may cause disturbance, are large motors, welders, generators and variable speed drives. In planning the installation of such equipment, the Customer is required to consult with the Distributor.

The following limits apply to users connected to systems where the rated voltage at the PCC (Point of Common Coupling) is 120 V to 69 kV.

The Distributor will endeavour to maintain voltage variation limits, under normal operating conditions, at the Customer's Delivery Points, as specified by the latest edition of the Canadian Standards Association, C235. However, more sensitive electronic equipment such as computers can be seriously affected by variations in quality of supply voltage. Customers who need electrical power of high quality and with rigid voltage tolerances are responsible for providing their own power conditioning equipment.

Customers requiring a three-phase supply should install protective apparatus to avoid damage to their equipment, which may be caused by the interruption of one phase, or non-simultaneous switching of phases of the Distributor's supply.

The Customer shall provide such protective devices as may be necessary to protect their property or equipment from any disturbance beyond the control of the Distributor.

The Distributor shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure.

The Customer installing generation will install a Distributor approved system configuration and

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voltage level. In general, where the connection of generation will be to the service supply the generation will be required to be the same voltage and number of phases.

Maximum harmonic current distortion in percent of I_L						
Individual harmonic order (odd harmonics)						
I_{SC}/I_L	$3 \le h < 11$	$11 \le h < 17$	$17 \le h < 23$	$23 \le h < 35$	$35 \le h \le 50$	TDD
$< 20^C$	4.0	2.0	1.5	0.6	0.3	5.0
20 < 50	7.0	3.5	2.5	1.0	0.5	8.0
50 < 100	10.0	4.5	4.0	1.5	0.7	12.0
100 < 1000	12.0	5.5	5.0	2.0	1.0	15.0
> 1000	15.0	7.0	6.0	2.5	1.4	20.0
Even harmonics are limited to 25% of the odd harmonic limits above.						
Current distortions that result in a dc offset, e.g. half-wave converters, are not allowed.						
All power generation equipment is limited to these values of current distortion, regardless of actual I_{sc}/I_L.						
Where: Isc = maximum short-circuit current at PCC. IL = maximum demand load current (fundamental frequency component) at PCC. TDD = Total demand distortion (RSS), harmonic current distortion in % of maximum demand load current (15 or 30 min demand). PCC = Point of common coupling.						
Taken from IEEE Standard 519-2014 (Revision of IEEE Standard 519-1992). Please note: In the event of a discrepancy, the latest version of IEEE Standard Recommended Practice and Requirements for Harmonic Control in Electric Power Systems will be taken as correct.						

2.3.5 Standard Voltage Offerings

2.3.5.1 For Secondary Voltage

The Distributor will normally provide and maintain transformation to one of the following standard Secondary Voltages depending upon the requirements of the load and the characteristics of the

Distribution System:

- 120/240 Volts single phase, or
- 120/208 Volts three phase, four wire, or
- 347/600 Volts three phase, four wire

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Transformation to all other Secondary Voltages will be provided, installed, and maintained by the Customer.

2.3.5.2 For Primary Voltage

Primary supplies to transformers or Customer-owned substations will be one of the following as determined by the Distributor:

- 2,400/4,160 Volts 3 phase 4 wire
- 4,800/8,320 Volts 3 phase 4 wire
- 7,200/12,400 Volts 3 phase 4 wire
- 8,000/13,800 Volts 3 phase 4 wire
- 16,000/27,600 Volts 3 phase 4 wire
- 44,000 Volts 3 phase 3 wire

The Customer shall contact the Distributor when planning their service to verify standard transformer availability and supply capacity.

2.3.5.3 Capacity Considerations

All permanent secondary Services for dwellings shall have a minimum Service capacity of 200 A up to the ownership demarcation point, with a maximum capacity of 400 A. Requests for Services greater than 400 A will be reviewed and permitted at the sole discretion of the Distributor's Engineering Department.

Supply for all Residential Services other than to apartments or commercial buildings will normally be 120/240V, single phase, three wire, 60 Hz, up to a maximum of 400 A.

Most Customers, whether loads or generators, connect to the nearest available Primary Voltage, either through a connection that exists at the boundary of their property or through a system enhancement or expansion (see 2.1.2 Offer to Connect).

Subject to the requirements of 2.1.2 Offer to Connect, the Distributor shall supply and install, and the Customer shall pay for transformation. The Distributor may allow large loads to be connected to a Primary Voltage system subject to the Customer owning the transformation and/or installing

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a Customer-owned substation. However, the capacity of the Primary Voltage system to deliver or take electricity at any point along the Distribution System, is limited by the Primary Voltage and the distance from the substation. The maximum load which can be connected at the primary voltage level is site specific. The Customer should consult the Distributor's Engineering Department for specific inquiries.

Where the Primary Voltage cannot deliver or take the electricity required by the Customer, even after considering system enhancements, the Distributor shall require the Customer to connect to the Transmission System. The determination of whether the Customer's generation or load can be served at Primary Voltage or shall connect to the Transmission System, may require a special study. The need for a special study shall be determined at the sole discretion of the Distributor, and the Customer may be required to pay for the study. The need for a special study will be discussed with the Customer early in the connection consultation process.

Based on the size of the load and/or generation that the Customer wants to connect, the available voltages and circuit characteristics, the Distributor will identify, early in the connection consultation process, the Standard Voltage at which the Distributor shall supply the Customer.

2.3.6 Voltage Guidelines

The Distributor maintains service voltage at the Customer's service entrance within the guidelines of C.S.A. Standard CAN3-C235 (latest edition - see table below) which specifies maximum variations from "normal operating conditions" and for "extreme operating conditions".

Where voltages lie outside the indicated limits for Normal Operating Conditions but within the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on a planned and programmed basis, but not necessarily on an emergency basis.

Where voltages lie outside the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on an emergency basis. The urgency for such action will depend on many factors such as the location and nature of load or circuit involved, the extent to which limits are exceeded with respect to voltage levels and duration, etc.

Where concern exists with the service voltage level Customers are encouraged to contact the Distributor to confirm the allowed variations and to determine whether corrective action is

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required.

Nominal System Voltages	Voltage Variation Limited Application at Service Entrances (V)			
	Extreme Operating Conditions			
	Min	Normal Operating Conditions		Max
Single-Phase				
120/240	106/212	110/220	125/250	127/254
240	212	220	250	254
600	530	550	625	635
Three-Phase – 4-Conductor				
120/208Y	110/190	112/194	125/216	127/220
347/600Y	306/530	318/550	360/625	367/635
Three-Phase – 3-Conductor				
240	212	220	250	254
600	530	550	625	635
Taken from CSA Standard CAN3-C235. Please note: In the event of a discrepancy, the latest version of CSA Standard CAN3-C235 will be taken as correct.				

2.3.7 Back-up Generators

Customers with portable or permanently connected emergency generation capability shall comply with all applicable criteria of the Ontario Electrical Safety Code and in particular, shall ensure that Customer emergency generation does not back-feed on the Distributor's system.

To access the Ontario Electrical Code which specifies the requirements for the connection of generators and to further review the Standby Generator Safety Checklist, review the Generator's Safety Info.

Customers with portable or permanently connected emergency generation equipment shall notify the Distributor regarding the presence of such equipment.

The Distributor reserves the right to have the connection of this equipment inspected.

Generation systems found to be feeding into the distribution system without proper approval of the Distributor shall be subject to immediate disconnection.

The Distributor does not provide temporary back-up generators to customers in the event of planned or unplanned outages.

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2.3.8 Metering

2.3.8.1 General

As per the government mandate, all meter installations will be smart meters, unless otherwise agreed upon by the Distributor.

2.3.8.1.1 Access

The Distributor or its agents shall have the right to access, read and safely maintain any of the Distributor's electricity meters and or distribution equipment on the Customer's premises.

All metering installations shall be accessible from a public area.

2.3.8.1.2 Costs

All the Distributor metering equipment located on the Customer's premises are in the care and at the risk of the Customer and if destroyed or damaged, other than by normal usage, the Customer will pay for the cost of repair or replacement.

Regardless of any charges for metering installations, all meters and meter instrumentation equipment shall remain the property of the Distributor and maintenance of this equipment shall be the Distributor's responsibility. Where primary metering is utilized, the Customer may own the current and potential transformers.

2.3.8.1.3 Voltage

Generally, metering will be at utilization voltage. Where the Distributor provides primary transformation, primary voltage metering will be allowed only in special circumstances following full discussion with the Distributor.

Customer-owned substations may require primary metering. The provisions required for these installations shall be specified and approved by the Distributor for each application.

Proposed

2.3.8.1.4 Primary Metering

Primary metering units may be installed outdoors or within an electrical vault as outlined in the current Electrical Safety Code. Where the Customer prefers not to provide an approved electrical vault, the Distributor at additional cost can provide a metering unit with non-flammable coolant.

2.3.8.1.5 Bulk Metering or Multi-unit Properties

Non-residential or mixed-use buildings will normally be bulk metered by a single meter. However, where specific areas are clearly and permanently defined and in other respects as a separate entity, individual metering of the loads may be required.

Individual residential condominium or apartment units should be metered individually to empower the residents with control over their individual costs. In such instances, one or more bulk meters may still be required at the facility for the purpose of calculating house loads and/or transformer allowances (on Customer owned transformers) where applicable.

Individual suite metering can be installed and operated by the Distributor or an OEB Licensed Sub-Meter Contractor. The installation and operations of systems will comply with the requirements as outlined in the Energy Consumer Protection Act, 2010 S.O. 2010, Chapter 8.

In all installations where the Customer requests revenue metering remote from the secondary entrance equipment or downstream from a Customer-owned transformer, provisions are required for a bulk meter directly after the main switch. This bulk metering is required in addition to any public metering provisions. The Customer will be required to contribute to the cost of the metering installation.

Where more than one meter is required, the meters shall be grouped where practical.

The Customer shall permanently and legibly identify all metered services with respect to correct municipal 911 address and unit #. The identification shall be applied to all service switches and breakers and to all meter cabinets and meter mounting devices that are not immediately adjacent to the service switch. The Customer shall insure that all service identifications are accurate and by not doing so will be held responsible. The Distributor shall issue a Meter Verification Sheet for this purpose to the owner or contractor.

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A copy of the metering layout plan shall be forwarded to the Distributor for review and approval.

If the distribution of the metered load circuit is in dispute, (i.e.: circuits from one premise is found to supply a second premise) the Distributor reserves the right to transfer all accounts into the Property Owners' name until such time as the problem has been resolved, and the individual metering can be clearly identified with the individual units.

2.3.8.1.6 Meter Rooms

For multi-unit buildings, individual metering shall be grouped in common electrical rooms that have direct outdoor access:

a) The Customer shall always provide unimpeded and safe access to the Distributor for the purpose of installing, removing, maintaining, operation or changing electric meters, as per the Electricity Act. The electrical room shall be accessible from the outside or main public hallway, and not from an adjoining room, so that it is readily accessible to the Distributor.
b) All doors shall be clearly and permanently labelled "Electrical Room."
c) The Customer shall supply a key to the electrical room to the Distributor at no charge.
d) The owner shall supply and maintain an electrical room of sufficient size to accommodate the service entrance and meter requirements of the tenants and provide clear working space in accordance with the OESC.
e) This electrical room shall be used for metering purposes only and not for storage.
f) The location of meters is up to the discretion of the Distributor, including outside, if applicable.
g) If the building is a high-rise structure where a single metering room is not feasible and one or more of the electrical rooms are to be located above the main floor level, they shall be directly accessible from a hallway, which is open to the public. The door shall be clearly and permanently labelled "Electrical Room."

2.3.8.1.7 Locks

All devices on the line side of the Distributor metering shall have provisions for padlocking.

For commercial and industrial services, the Customer's main switch shall have provisions for padlocking the switch handle in the open position, and the switch cover (or door) in the closed position.

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When a disconnect device has been locked in the "OFF" position by the Distributor, under no circumstances shall anyone other than the Distributor or its authorized agent remove the lock.

At the discretion of the Distributor, a dual locking arrangement, a Distributor master key arrangement, a key box arrangement, or a copy of the access key will be required for access.

2.3.8.1.8 Meter Seals

All devices used by the Distributor for metering are sealed. Only the Distributor or its authorized agents have the authority to break this seal. Tampering with the seal will require the Distributor to investigate the cause of the tampering. Following the investigation, the proper authorities will be contacted as required (ESA, Police, Fire). The Customer shall be responsible for all reasonable costs associated with the investigation.

2.3.8.1.9 Maintenance of Metering Equipment

Unless owned by the Distributor, the Customer is responsible for maintaining the integrity of the meter base and cabinets, ensuring they meet the required mechanical, electrical, and safety standards.

For residential meters the meter base is considered Customer owned and is to be maintained by the property owner. Any requirement for maintenance should be coordinated with the Distributor and completed in accordance with all applicable standards.

Commercial/Industrial installations result in varying ownership of cabinets and equipment. The property owner is to maintain any metering equipment under their control. Any requirement for maintenance should be coordinated with the Distributor and completed in accordance with all applicable standards.

2.3.8.2 Metering Cabinets (Current Transformer Boxes)

Where required by these Conditions of Service the Owner shall supply and install a meter cabinet to the Distributor's requirements.

Meter cabinets shall be installed indoors, except where special permission is granted by the

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Distributor to install the meter cabinet outside. In such cases, an approved weatherproof, lockable, C.S.A. approved meter cabinet shall be provided by the Customer.

Where a meter cabinet is required, it shall be CSA approved, of a size and type as stipulated by the Distributor and include a provision for padlocks. A removable plate shall be provided in the box for mounting the equipment.

As an alternative to a separate meter cabinet and current transformer box, a single enclosure combining both functions may be feasible. Contact the Distributor for details.

In cases where the meter cabinets only meter a portion of the metal clad switchgear (such as house loads), a separate disconnect switch must be installed ahead of the metering compartment so that the service can be de-energized without any interruption to the main service supply.

Generally, one house load meter only will be allowed. Additional house load meters will require authorization from the Distributor.

An appropriate meter cabinet must be used to enable conductors to be trained in place. Where parallel conductors are used, the sum of the conductors will determine the size of the meter cabinet to use. In all cases the Customer shall supply suitable cable termination lugs.

On all electrical services that require current transformers and the neutral for metering, an isolated neutral block shall be provided in the metering cabinet.

Customer/Contractor must receive Distributor authorization regarding size, type, and location of meter cabinets before installation of apparatus.

2.3.8.3 Interval Metering

The Distribution System Code, as amended from time to time, requires the Distributor to meter Customers of specific load levels with pulse-recording meters, or interval meters, which are interrogated remotely. The Distributor, at its sole discretion, may also require such metering on any Customer whose load characteristics may have a significant impact on the Net System Load Shape, or where reasonable access to the meter for the purpose of acquiring metering data may be limited due to location.

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A Customer that requests interval metering shall compensate a Distributor for all incremental costs associated with that meter, including the capital cost of the interval meter, installation costs associated with the interval meter, ongoing maintenance (including allowance for meter failure), verification and re-verification of the meter, installation and ongoing provision of communication line or communication link with the Customer' s meter, and cost of metering made redundant by the Customer requesting interval metering. The communication system utilized for interval meters shall be in accordance with the Distributor's requirements.

Where such metering exists, the Distributor will consider Customer requests to provide a secondary pulse for load control or Customer-owned metering at the Customer's expense.

In keeping with the intent of the Legislation and accompanying amendments, once an interval meter installation is processed as part of the Distributor's settlement process and has affected the relevant changes to the Distributor's net system load, the installation must not be changed back to a non-interval meter installation.

Where a Customer submits a request to read their own interval meter, the Distributor shall make this access available given the following conditions are met:

a) The meter has the capability of read-only password protection
b) The Customer provides a signed copy of the "Interval Metering Access Agreement" to the Distributor.

2.3.8.3.1 Interval Metering Communications

Solid-state recorders and/or Electronic Interval Meters installed by the Distributor have provision for remote interrogation. When a phone line is required for this purpose, the Owner will facilitate the provision of a telephone line in the metering cabinet for the Distributor's metering purposes.

At its sole discretion, for metering installations where loss of metering data would cause a substantial impact on the Distributor's Settlement System and other Customers, the Distributor may require the phone line to be dedicated for metering purposes only. When such dedicated phone lines are required, phone lines must be installed and functioning prior to the new service being energized.

A dedicated phone line is a voice quality telephone line, which is active 24 hours a day to the

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metering location extension jack, which is mounted on the metering board.

When the communication system relies on radio frequency the Owner will facilitate the provision of a location of an external antenna. The Distributor will install the antenna and the associated wiring.

2.3.8.4 Meter Reading

The Distributor will read all meters on a regularly scheduled basis whenever possible. If an actual meter reading is not obtained, the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading.

2.3.8.5 Final Meter Reading

When a service is no longer required, or the Customer is switching Energy Providers, the Customer shall provide the Distributor sufficient notice of the date so that a final meter reading can be obtained. The Customer shall provide access to the Distributor or its agents for this purpose.

If a final meter reading is not obtained, the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading. Estimates will be based on available historical consumption.

Where Smart Meters are installed, the final reading can be accommodated through remote interrogation. If at the time of final read remote access to the meter is not available an estimate of consumption will be made based on meter reading system data calculated to estimate the final billing.

2.3.8.6 Faulty Registration of Meters

Metering of electricity usage for billing purposes is governed by the federal Electricity and Gas Inspection Act and its associated regulations. Oversight is provided by Measurement Canada, a division of Innovation, Science and Economic Development Canada (ISED). The Distributor's revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

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If the Customer suspects their meter is faulty in recording electrical usage, they may request an investigation. The Customer should contact a representative of the Distributor and the Distributor will investigate. If the investigation does not reveal any problems, the Customer will be notified of such.

In the event of incorrect electricity usage registration, the Distributor will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. The Customer shall pay for all the energy supplied, a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by the Distributor, due regard being given to any change in the character of the installation and/or the demand.

If the incorrect measurement is due to reasons other than the accuracy of the meter, such as incorrect meter connection, incorrect connection of auxiliary metering equipment, or incorrect meter multiplier used in the bill calculation, the billing correction will apply for the duration of the error. The Distributor will correct the bills for that period in accordance with the regulations under the Act.

Where the Distributor has under billed a Customer or retailer, the maximum period of under billing for which the Distributor is entitled to be paid will be as specified in the latest revision of the Acts and Codes. Where the Distributor has over billed a Customer or retailer, the maximum period of over billing for which the Customer or retailer is entitled to be repaid will be as specified in the latest revision of the Acts and Codes.

2.3.8.7 Meter Dispute Testing

The Distributor will attempt to resolve billing enquiries. However, to give Customers confidence in the accuracy of electricity meters, the Distributor will conduct an internal investigation to verify the accuracy of any meter the Customer believes to be recording incorrectly. If the internal investigation does not resolve the matter, the Customer or the Distributor may request Measurement Canada to test the meter as per the Electricity and Gas Inspection Act.

If the test indicates that the meter is not accurate, the Customer's historic billing will be adjusted, and the Distributor shall pay the full costs of the meter dispute testing.

Proposed

2.3.8.8 Location

The location of the indoor or outdoor meter shall be readily accessible at all times and acceptable to the Distributor. If a meter is recessed or enclosed after installation, without the prior approval of the Distributor, the service may be subject to disconnection.

The location of the service entrance, routing of duct banks, metering, and all other works will be established through consultation with the Distributor. Failure to comply may result in relocation of the service plant at the Owner's expense.

In all locations where Commercial/Industrial revenue metering is accessible to the general public, a lockable enclosure or a room for service equipment and meters, shall be provided by the Owner at the discretion of the Distributor, as follows:

a) An electrical room reserved solely for metering equipment or
b) Metal enclosed switchgear approved by the Distributor or
c) A suitable metal metering cabinet or
d) A vandal proof cage or
e) Where applicable standards apply.

2.3.8.9 Meter Mounting Heights

Provision for metering shall facilitate a practical mounting height for revenue meters in compliance with the Distributor's standard specifications and all applicable codes and regulations.

2.3.8.10 Environment

The following requirements apply to the areas allocated for revenue metering.

The Customer to the satisfaction of the Distributor shall provide protective arrangements where there is the possibility of danger to workmen, or damage to equipment from moving machinery, dust, fumes, or moisture.

A clear safe working space of not less than 1.2 m (48") in front of the installation from the floor to ceiling with a minimum ceiling height of 2.1 m (84") provided to ensure the safety of the Distributor or other authorized employee(s) who may be required to work on the installation.

Proposed

Where excessive vibration may affect or damage metering equipment, adequate shock-absorbing mounting shall be provided and installed by the Customer.

2.3.8.11 Meter Sockets

The owner will supply and install a meter socket as specified by the Distributor's standards. Meter sockets will be directly accessible to the Distributor's staff and remain in a safe and maintainable status.

Approved revenue metering sockets should be discussed the Distributor, prior to purchasing.

Meter sockets will be directly accessible to the Distributor and:

a) Mounted, as per the OESC between 1.5 and 1.8 meters (5 to 6 feet) above grade to ensure easy access for meter reads and maintenance. The height is measured from the finished floor to the center of the meter face/glass.
b) Installed ahead of (on the line side of) the main disconnect switch.
c) Installed in a location, which is and will remain unobstructed by fences, hedges, expansions, sunrooms, porch enclosures, and any other impediments.
d) If the meter is not to be installed on the actual building, it is important to contact the Distributor for specific location instructions prior to installation.
e) Remain accessible, safe, and maintainable.

2.3.8.12 Metal Enclosed Switchgear

The following regulations apply to the installation of instrument transformers and metering equipment within metal enclosed switchgear.

The Distributor will provide the following revenue metering equipment as required:

a) Colour coded secondary wiring
b) Revenue meters
c) Potential transformers
d) Current transformers
e) Test block

Proposed

The Owner shall:

a) Consult with the Distributor regarding the installation of metering equipment, which may include:
   i. Duplicate Pulse Initiators;
   ii. Provide complete shipping instructions for instrument transformers for those projects where these are to be provided by the Distributor for installation by the switchboard manufacturer;
   iii. Install instrument transformers, metering cabinet and conduit to the Distributor's standards manufacturer's specifications;
   iv. Receive Distributor's approval for access / location; and
   v. Other items as required by the Distributor.
b) Submit two copies of the manufacturer's switchboard drawings, for approval, dimensioned to show provision for and arrangement of the Distributor's metering equipment.

Meters shall be installed by the Distributor in a Customer-owned metal cabinet of a size and type pre-approved by the Distributor, mounted at an approved location separate from the switchgear.

Tamper proof or sealable rigid conduit or any equally approved conduit of a size and type specified by the Distributor shall be installed between the CT compartment of the switchgear and the meter cabinet.

For conduit installations greater than 30 m (100'), in length or where several bends are necessary, larger conduits or other special provision may be required, at the discretion of the Distributor.

2.3.8.13 Four Quadrant Metering (Distributed Energy Resources)

All Ontario Energy Board-licensed generators connected to the distribution system that sell energy and settle through the Distributor's retail settlement process shall be required to install metering that meets the requirements of the Distribution System Code as approved by the Ontario Energy Board, and/or the Market Rules as approved by the Independent Electricity System Operator.

2.3.8.14 Net Metering for Distributed Energy Resources

Customers with specific generation facilities may reduce their net energy costs by exporting surplus generated energy back onto the utility distribution system. Surplus energy exported onto

Proposed

the utility distribution system will be calculated as a credit against the energy the Customer consumes from the distribution system.

Customers or third-party generators seeking to participate in the Distributor's Net Metering Program must qualify as an eligible generator, eligible customer, or eligible third-party generator under Ontario Regulation 541/05 – Net Metering, as amended. Eligibility includes but is not limited to the following conditions:

a) Eligible Generator

A generator is considered an eligible generator if all of the following apply:

i. The electricity is generated primarily for the generator's own use.
ii. The generation source is solely renewable, including wind, solar, water, or agricultural biomass.
iii. The electricity is conveyed directly from the generation point to the point of the generator's own consumption without relying on the Distributor's distribution system, although temporary storage is permitted.
iv. Any surplus electricity is exported into the Distributor's distribution system (including stored electricity, even if not originally generated by the generator).
v. The generator is not a party to any agreement for the sale of electricity into the grid, other than a net metering agreement covered by this Regulation.
vi. If the generator is party to a non-net metering agreement related to the generation facility entered into on or after July 1, 2022, they must confirm that specified contract information has been disclosed to them (see below).

b) Contract Disclosure Requirement (Generators – Post July 1, 2022)

Generators must confirm disclosure of the following information to the Distributor, where applicable:

i. Contact details and roles of all parties to the agreement.
ii. Agreement type (lease, finance, etc.), term, and start date.
iii. System capacity and technical details.
iv. Insurance, warranty terms, payment obligations, termination rights, penalties, liens, and estimates of energy production and cost savings.

A generator's written confirmation of disclosure satisfies this requirement.

Proposed

c) Eligible Customer and Eligible Third-Party Generator

A customer is considered an eligible customer, and a generator is an eligible third-party generator, if all of the following apply:

i. The customer and generator have a formal agreement for the customer to purchase renewable electricity from the generator.
ii. The electricity is generated primarily for the customer's use and conveyed directly to the customer (storage permitted).

Any surplus electricity is exported into the Distributor's system on behalf of the customer, including from storage.

Neither the customer nor generator is party to a contract for the sale of exported electricity, other than the net metering agreement or the agreement between them.

To participate in the Net Metering program, the Customer will be required to meet all the parallel generation requirements for Connecting Micro-Generation Facilities, as applicable to the generator size, as found in Section 3.5 - Distributed Energy Resources Facilities.

Meters for Net Metering may be either one-way or bi-directional at the discretion of the Distributor.

Net metering will be made available on a first-come, first-served basis, unless the cumulative generation capacity from net metered generators in the Distributor's licensed service area equals one percent (1%) of the distributor's annual maximum peak load, averaged over three years, as determined by the Ontario Energy Board from time to time.

A confirmation provided to the Distributor for the purposes of Section 7.(1)(f) of the Net Metering Regulation must be submitted in a form approved by the Ontario Energy Board. The approved confirmation form must be used and completed in full before the net metering arrangement can be finalized.

Reference: A Customer considering a generation project can find additional information on the technical and administrative requirements in Appendix E and Appendix F of the Distribution System Code. A copy of these documents can be obtained from your Distributor upon request.

Proposed

2.3.8.15 Metering for Distributed Energy Resources

Distributed Energy Resources will connect directly to the distribution system at a voltage of 44kV or less. Output from the generating facility shall be metered in a manner to ensure proper collection of required information for settlements. Such metering may include:

a) for proponents of 10 kW or less and connected to the line side of the load meter,

i. a bi-directional kWh meter to measure energy consumed and energy exported; or
ii. a bi-directional interval meter to measure hourly energy consumed and energy exported;

b) for all other proponents, an interval meter must be installed.

In some instances, the load meter may also have to be changed to accommodate proper settlement calculations. The proponent will be responsible for costs associated with the connection to the distribution system and any required metering installation as defined by the relevant Codes and Acts.

Proposed

2.4 Tariffs and Charges

2.4.1 Service Connection

The Distributor's distribution rates and specific service charges are approved by the OEB as they pertain to services applicable to the recognized Customer classes. The Customer will pay for all services at the OEB approved rates as listed in the applicable Decision and Rate Order issued by the OEB.

Notice of Rate revisions may be published in the local newspapers and or mailed out to all Customers with the first billing issued at revised rates.

2.4.2 Energy Supply

The Distributor shall provide Customers connected to the distribution system with access to electricity through Standard Supply Service as defined in the Standard Supply Service Code, the Retail Settlement Code or as mandated though Legislation or Regulations issued by the OEB or the Ministry of Energy and Mines.

Disputes arising from charges relating to Standard Supply Service shall be directed to the Distributor.

Customers will be switched to a licensed Retailer of choice only if the retailer has a Service Agreement with the Distributor. The Customer's authorized Retailer through the Electronic Business Transaction system (EBT) must make the Service Transfer Request (STR) in accordance with the rules established and amended from time to time by the Ontario Energy Board.

Disputes arising from charges relating to Retailer Service shall be directed to the Retailer.

The Distributor may, at its discretion, refuse to process a Service Transfer Request for a Customer to switch to a Retailer if that Customer owes money to the Distributor for Distribution Services and or Standard Supply Service.

Proposed

2.4.2.1 Wheeling of Power

Customers considering delivery of electricity through the Distributor's distribution system shall contact the Distributor for technical requirements and current applicable Rates.

2.4.3 Security Deposits & Agreements

Whenever required by the Distributor, the Customer shall provide a security deposit in accordance with the Distributor's most recent Security Deposit Policy.

Section 2.4.22 of the Distribution System Code states that the Distributor shall review every customer's security deposit once every calendar year to determine whether the entire amount of the security deposit is to be returned to the customer or adjusted based on a re-calculation of the maximum amount of the security deposit. If the amount of the security deposit is to be adjusted upward, the Distributor may require the customer to pay this additional amount at the same time the Customer's next regular bill comes due.

Where a Customer proposes the development of premises that requires the Distributor to place equipment orders for special projects, the Customer is required to sign the necessary Supply Agreements and furnish a suitable deposit before such equipment is ordered by the Distributor. If an expansion or enhancement of the distribution system is required to facilitate a connection, the Distributor may need to perform an Economic Evaluation to establish the capital contribution required from the Customer. The Customer should review the attached Distribution Connection Process for further information.

2.4.4 Billing & Payment

The Distributor will bill Customers on a monthly basis. The Distributor may elect to bill on a more frequent basis to manage Customer non-payment risk, in accordance with the Distribution System Code (DSC).

2.4.4.1 Opening and Closing of Accounts

The Distributor requires new customers to complete a Connection Agreement Form in order to initiate their service and open an account with the Distributor.

Proposed

A New Account Setup Fee (or Occupancy Charge) covers the cost of setting up a new account and performing the final meter reading when an account is closed. The New Account Setup fee will apply to all new accounts that move from one location to another.

2.4.4.2 Equal Payment Plan

The Distributor shall offer to all non-seasonal residential Customers and general service < 50kW Customers receiving standard supply an equal monthly billing plan option as outlined in the Standard Supply Service Code.

2.4.4.3 Estimated Billing

Where a smart meter or interval meter has been installed, a Distributor shall issue a bill to a residential or general service < 50 kW Customer based on an actual meter read.

Despite the above, to account for exceptional circumstances, a Distributor may issue a bill to a residential or general service < 50kW Customer with a smart meter or interval meter based on estimated consumption twice every 12 months.

2.4.4.4 Billing Errors

When a billing error has resulted in overbilling and Measurement Canada is not involved, the Customer shall be credited with the erroneously paid amount for a period not exceeding two (2) years, starting from the date that can be reasonably proven when the problem/condition began. If the billing error is not a result of the Distributor's standard documented billing practices, the Distributor shall pay interest on the amount credited to the Customer, equal to the rate as dictated by the Retail Settlement Code.

The Customer shall be refunded the overbilled amount by either a credit to their account or by cheque. If there are outstanding arrears on the account, the Distributor will apply the refund to the account, first.

When a billing error has resulted in under billing and Measurement Canada is not involved, the Customer will normally be charged with the amount erroneously under billed for a period not exceeding two (2) years, in the case of a Customer who was not responsible for the error, or the duration of the defect for any proven cases of willful damage or Energy Diversion.

Proposed

In the case of under billing, the Customer, upon request, may be permitted to re-pay the amount over a period of time mutually agreed by both the Distributor and the Customer, but no longer than the duration of the error. In cases of overbilling, the Distributor shall refund the amount owed to the Customer upon the completion of the investigation and over a period of time mutually agreed to by both the Distributor and the Customer, but no longer than the duration of the error.

The Distributor will not charge interest on amounts owing due to billing errors, provided that the Customer was not aware of the defect or has not tampered with or damaged the metering installation. In cases where tampering has occurred, the interest charge will be at the discretion of the Distributor.

In cases in which Measurement Canada is involved, Measurement Canada will act as an arbitrator and determine the appropriate adjustment.

Billing corrections shall be calculated using the actual rates in place at the time of the error.

For additional information refer to policy 2.02 Billing and Payment Policy.

2.4.4.5 Payment

Except as otherwise permitted by this document, a Distributor shall not treat a bill issued to a Customer as unpaid and shall not impose any late payment or other charges associated with non-payment, until a minimum payment period from the date on which the bill was issued to the Customer has passed.

A Distributor may provide for longer minimum payment periods, provided that any such longer minimum payment periods are documented in the Distributor's Conditions of Service.

For additional information refer to policy 2.02 Billing and Payment Policy.

2.4.4.6 Method of Enforcement where Payment is Not Received

Failure to pay bills on the due date will result in the immediate implementation of the Distributor's Collection Policy which may lead to the discontinuation of electrical service.

Proposed

For additional information on billing and payments, please refer to policy 2.02 Billing and Payment Policy and/or policy 2.06 Collection Policy.

2.4.4.7 Arrears Management Program

Wellington North Power Inc. offers the Ontario Energy Board's mandated Arrears Management Program in accordance with the Distribution System Code to assist customers with the payment of billed charges and to avoid disconnection of the electricity supply for non-payment of account. An Arrears Management Program (AMP) enables the application of any held security deposit to reduce arrears and the creation of a multi-month payment plan. The customer must pay an initial down payment and agree to keep any subsequently billed amounts current. Failure to maintain the agreement contract results in removal from the Arrears Management Plan and collections activities may resume immediately.

2.4.5 Late Payment Charges & Other Charges

Bills are rendered for distribution services and electrical energy used by the Customer.

Bills are due when rendered by the utility and are payable in full by the due date. A Customer may pay the bill without the application of a late payment charge up to a due date as specified in the Distribution System Code. This due date shall be identified clearly on the Customer's bill.

A late payment charge of 1.5% per month (19.56% annually) is applied to all accounts not paid by the due date. This charge is applied to any overdue amount, excluding final bills and arrears payment arrangements. If the Customer has made a partial payment on or before the due date, the late payment charge shall only apply to the amount of the bill outstanding at the due date, inclusive of arrears from previous billings.

Where payment is made by mail or at a financial institution, payment will be deemed to be made consistent with the requirements in the Distribution System Code.

A partial payment will be applied to any outstanding arrears before being applied to the current billing unless special considerations have been made by the utility or the conditions of the Distribution System Code outlines an alternate process.

Proposed

Outstanding bills are subject to the collection process and may ultimately lead to the service being discontinued or limited. Service will be restored once satisfactory payment has been made. Disconnection of service does not relieve the Customer of the liability for arrears.
The Distributor shall not be liable for any damage on the Customer's premises resulting from such disconnection of service. A reconnection charge may apply where the service has been disconnected due to non-payment.

The Customer will be required to pay additional charges for the processing of Non-Sufficient Fund (N.S.F.) cheques.

A Customer Disconnected for non-payment will be required to pay a Reconnection fee. The Distributor requires that a Person over the age of eighteen (18) be at the Premise at the time of Reconnection. If a Distributor's representative arrives at the Premise and is not able to complete Reconnection because there isn't a Person over the age of eighteen (18) present, the request will be closed, and a Reconnection charge will be applied to the Customer's account. The Customer will be required to arrange Reconnection again, with a second Reconnection charge to be applied to the Customer's account when the Service Reconnection is completed.

For additional information on these and other charges, please refer to 2.08 Disconnection-Reconnection Policy and 2.06 Collection Policy.

2.5 Customer Information

The Distributor reserves the right to request specific information from the Customer to facilitate the normal operation of its business. Failure of a Customer to supply such information may prevent the normal continuation of service.

The Retail Settlement Code as amended from time to time specifies the rights of Customers and their Retailers to access current and historical usage information and related data and the obligations of Distributors in providing access to such information.

Under these requirements, the Distributor shall upon authorization by a Customer make the following information available to the Customer or the Retailer that provides electricity to a Customer connected to the Distributor's distribution system:

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a) The Distributor's account number for the Customer.
b) The Distributor's meter number for the meter(s) located at the Customer's service address.
c) The Customer's service address.
d) The date of the most recent meter reading.
e) The date of the previous meter reading.
f) Multiplied kilowatt-hours recorded at the time of the most recent meter reading.
g) Multiplied kilowatt-hours recorded at the time of the previous meter reading.
h) Multiplied kW for the billing period (if demand metered).
i) Multiplied kVA for the billing period (if available).
j) Usage (kWh's) for each hour during the billing period for interval-metered Customers.
k) An indicator of the read type (e.g., Distributor read, consumer read, Distributor estimate, etc.)
l) Average distribution loss factor for the billing period.

This information will be provided to the Customer / Retailer upon request twice per year at no charge. The Distributor may request a fee to recover costs for additional requests. A request is considered to be data delivered to a single address. Thus, a single request to send information to three locations is considered three requests.

The Distributor acknowledges that no confidential information regarding its Customers shall be released to a third party without the expressed prior written consent of the Customer unless the request is rightfully received from the third party requesting the information, or the Distributor is legally required to disclose such information under the terms and in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56.

Proposed

SECTION 3 CUSTOMER CLASS SPECIFIC

The Distributor will abide by the DSC when it comes to reclassification of Customers. Customers will be reviewed and reclassified, as warranted, on an annual basis. The Customer is allowed under the DSC to make only one (1) interim request annually to the Distributor for re-classification review and the Distributor shall reclassify the Customer if warranted.

3.1 Residential

This section refers to the supply of electrical energy to Customers residing in residential dwelling units.

3.1.1 General

Energy is generally supplied as single phase, 3-wire, 60-Hertz, having a nominal voltage of 120/240 Volts.

There shall be only one Demarcation Point to a dwelling.

In circumstances where two existing services are installed to a dwelling, and one service is to be upgraded, the upgraded service will replace both of the existing services.

All new single-family homes will be required to install their primary and secondary service wires to the specifications contained within the Distributor's technical specification document.

Whether the method of supply will be overhead or underground will be at the discretion of the Distributor. The Distributor will adhere to any existing regulations subject to requirements of authorities.

Unless specifically documented otherwise to the Customer, where the Distributor has taken ownership of such plant all services installed by the Distributor or by an approved contractor using approved materials, will be maintained by the Distributor.

3.1.2 Early Consultation

The Customer shall supply a completed Site Planning document and related information to the

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Distributor well in advance of installation commencement (see appendix – Electrical Planning Requirements). The information shall be supplied in a manner requested by the Distributor at the time of the application.

3.1.3 Basic Connection Charge

For the purposes of calculating Customer connection fees, the Basic Connection for Residential consumers is defined as up to a 200A, 120/240 volt overhead service.

The basic connection for each Customer shall include:

a) supply and installation of overhead distribution transformation capacity or an equivalent credit for transformation equipment; and
b) up to 30 meters of overhead conductor or an equivalent credit for underground services.

In the case of an upgrade to an existing service, where the existing service is below the basic connection, the credit up to the basic connection will apply.

Secondary services exceeding the basic 30-meter length may require specific design approved by the Distributor to ensure power quality.

3.1.4 Variable Connection Charge

Any requirements above the defined basic connection shall be subject to a variable connection charge to be calculated as the costs associated with the installation of connection assets above and beyond the basic connection. The Distributor may recover this amount from a Customer through a connection charge or equivalent payment.

3.1.5 Point of Demarcation

The Demarcation Point is where the Distributor's operational and ownership responsibilities end, and the Customer's begins.

Ownership and operational Demarcation Points shall be as defined during the design and consultation phase. Please refer to Appendix G. Demarcation Point Interpretive Drawings for examples.

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3.1.5.1 Secondary Service Connections

The Point of Demarcation for residential services up to and including 400 amps is at the line side of the Meter Base for Underground services, and at the top of the stack for Overhead services, beyond which the Customer bears full responsibility for installation and maintenance. The Stack and Attachment point are generally customer owned.

The Point of Demarcation for residential services over 400 amps is at the secondary side of the transformer.

For Secondary Services wholly owned and maintained by the Customer, the Demarcation Point is the secondary connection at the transformer or the service bus.

The Customer shall install, own, and maintain the secondary conductor under any of the following conditions:

a) conductor terminations are inside the Customer's building;
b) conductor is installed beyond the service entrance;
c) conductor is connected to a Primary Service; or
d) conductor is a non-standard

3.1.5.2 Primary Service Connections

For Primary Service, the Demarcation Point is the primary connection at the Distributor's distribution system.

For Customer-owned primary voltage services, when the distance from the distribution system or the load characteristics prevent the application of a Secondary Voltage Service, the Customer shall be responsible to design, supply, construct, own and maintain their own Primary Voltage pole line or primary underground and secondary Services.

3.1.6 Supply Voltage

A Residential building is supplied at one service voltage per land parcel.

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Depending upon the location of the building the supply voltage will be one as shown in section 2.3.5.1 For Secondary Voltage.

The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by the Distributor. The Owner shall obtain prior approval from the Distributor for the use of any specific voltage at any specific location.

3.1.7 Access

At the Distributors discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in the Distributor's name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to the Distributor at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution plant.

3.1.8 Metering

For more details refer to section 2.3.8 Metering.

3.1.9 Overhead Service

The Customer will provide service equipment to both the Distributor's and ESA requirements and be of sufficient height to maintain proper minimum clearances. The Customer's main switch and the overhead service conductors will be of compatible capacity.

3.1.10 Underground Service

Underground secondary services will typically be installed by the Distributor, or Distributor contractor, to the Distributor's specifications, at the customer's expense. The customer's main switch and underground service conductors will be of compatible capacity.

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3.1.11 Townhouses and Condominiums

NOTE: Townhouses and Condominiums requiring centralized or bulk metering is discussed in section 2.3.8.1.5 Bulk Metering or Multi-unit Properties.

3.1.12 Seasonal and Remote Dwellings

Due to the varied nature of Seasonal and Remote Dwellings some special arrangements may be required to service these locations. Arrangements will be made in such a manner to provide services such as restoring power, maintenance of equipment or new construction requests to water access or remote Customers, without endangering personnel or the public.

3.1.12.1 Service Information

The Owner will enter into a Servicing Agreement with the Distributor, governing the terms and conditions under which the electrical distribution system services will be provided.

In the event of a power interruption, the Distributor will respond to and take reasonable steps to restore power. The Distributor reserves the right to claim and take any actions or legal proceedings for recovery or compensation as a result of costs due to inconvenience, disruption of schedule, and/or loss of efficiency or productivity of any nature whatsoever related to misidentification of power quality issues or outages by the customer or its contractor and/or subcontractors, suppliers, and/or materialmen of any tier.

3.1.12.2 Access

All operations performed by the Distributor and its agents shall be performed within the rules and regulations set out by the appropriate authorities including but not limited to: ESA, Ministry of Labour, Immigration and Skills, Ministry of Transportation, etc.

- **Night crossings**
  The Distributor's transportation equipment will not be used to cross any water ½ hour before sunset and ½ hour after sunrise due to safety concerns. It will be at the discretion of the Distributor whether they will board Customer owned transportation equipment in these circumstances.

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- **Ice conditions**
  Recognizing seasonal ice hazards, the Distributor reserves the right to suspend water passage during freeze up and spring thaw, as well as any such time deemed unsafe by the Distributor.

- **Severe weather conditions**
  Recognizing that severe weather conditions may pose undue safety hazards, the Distributor reserves the right to postpone attempts to restore power until restoration can be performed in a safe manner.

3.1.13 Inspection

Prior to connection of the service the Distributor requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection. Provision for metering shall be inspected and approved by the Distributor prior to connection.

The Distributor or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of the Distributor and subject to inspection by the Distributor.

(Refer to section 2.1.6 Inspections before Connections for details).

3.2 General Service (Less than 50 kW)

3.2.1 General

This section refers to the supply of electrical energy to General Service Buildings requiring a connection with a connected load less than 50 kW, and Townhouses and Condominiums described in section 2.3.8 Metering that require centralized bulk metering.

General Service buildings are defined as buildings that are used for purposes other than single-family dwellings.

For a single-phase connection, please refer to Section 3.1 Residential for process information.

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For a poly phase connection, please refer to Section 3.3 General Service (Greater than 50 kW) for process information.

3.3 General Service (Greater than 50 kW)

3.3.1 General

For purposes of these Conditions of Service, the classification known as General Service (greater than 50 kW) applies to a non-residential account whose average monthly maximum gross demand over a period of twelve (12) consecutive months is equal to or greater than or is forecast to be equal to or greater than, 50 kW but less than 500 kW. Customers are assigned to these individual rate classes consistent with the rules described in Section 2.5 of the DSC, related to gross load demand.

General Service Customers equal to or greater than 50 kW are demand-billed.

3.3.2 Early Consultation

Detailed regulations cannot be stated which would be applicable to all cases, therefore the Customer will consult with the Distributor in the early planning stages to ascertain the Distributor's requirements.

The Customer shall supply a completed Electrical Planning Requirements Form to the Distributor well in advance of installation commencement to allow the Distributor time for proper planning, ordering of equipment etc.

3.3.3 Basic Connection Charge

All costs attributed to the connection of a new General Service Customer (Greater than 50 kW) shall be recovered either as part of the Distributor's revenue requirements or through a basic connection charge to the Customer.

3.3.4 Variable Connection Charge

All costs associated with the installation of connection assets shall be subject to a "variable connection charge". The Distributor may recover this amount from a Customer through a

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connection charge or equivalent payment. If an expansion of the distribution system is required to facilitate a connection, the Distributor may need to perform an Economic Evaluation to establish the capital contribution required from the Customer. The Customer should review the attached Distribution Connection Process for further information.

3.3.5 Point of Demarcation

The Demarcation Point is where the Distributor's operational and ownership responsibilities end, and the Customer's begin.

Unless specific arrangements between the Distributor and the Customer are made, the Ownership and Operational Demarcation Points shall be as defined in the Distributor's Operating Agreement.

3.3.5.1 Secondary Service Connections

A Demarcation Point for General Service Customers greater than 50 kW (GS > 50kW) is at the secondary side of the transformer, or as otherwise set by the Distributor, beyond which the Customer bears full responsibility for installation and maintenance.

In some instances, where it is in the best interest of the operation of the distribution system, the Distributor may establish the Delivery point at the top of stack for overhead services or at the meter base for underground services.

The location of the service entrance, routing of duct banks and all other works will be established through consultation with the Distributor. Failure to comply may result in relocation of the service plant at the Customer's expense.

The Demarcation Point might be located on an adjacent property. In such cases, a registered easement must exist.

3.3.5.2 Primary Service Connections

For GS > 50 kW class Customers, an electrical requirement in excess of 300 kVA may require a Customer owned substation. In some instances, primary metering may be required. (Note: 300 kVA is the threshold for a GS > 50 kW Customer class).

Proposed

In General, the Demarcation Point for a GS>50kW with a primary connection is on the primary side of the transformer at the first available Distributor owned point of isolation, or as otherwise set by the Distributor. This delivery point might be located on an adjacent property from which the Distributor has an authorized easement. In all cases the final Demarcation Point will be the decision of the Distributor.

The location of the service entrance, termination poles, routing of duct banks, metering facilities, and all other works will be established through consultation with the Distributor. Failure to comply may result in relocation of the service plant at the Customer's expense.

In some circumstances the Distributor may require the Customer to construct a private pole line. Primary conductors will be terminated, complete with an isolation device at the Demarcation Point by the Distributor at the Customer's expense.

Where a private pole line is to be constructed by the Customer with an approved contractor, this shall be constructed to the ESA and the Distributor's standards.

Where the Customer requests an underground supply, the Customer shall supply and install the underground cables and termination pole complete with primary switch, fuses, and lightning arresters. The installation shall be subject to ESA inspection and specific approval of the Distributor. The Customer owned termination pole must comply with the Distributor's standards.

At the Distributor's discretion, the Customer's underground service may be connected to a termination pole owned by the Distributor. In such cases, the Distributor shall supply and install at the Customer's expense, any required isolation and/or protective devices (such as primary switches, fuses, and lightning arrestors).

3.3.6 Supply Voltage

A General Service building is supplied at one service voltage per land parcel. Depending upon the location of the building the secondary supply voltage will be one as shown in section 2.3.5.1.

Depending upon the location of the building Primary supplies to transformers and Customer owned Sub-Stations will be one of the following as shown in section 2.3.5.2.

Proposed

The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by the Distributor. The Owner shall obtain prior approval from the Distributor for the use of any specific voltage at any specific location.

3.3.7 Access

At the Distributor's discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in the Distributor's name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to the Distributor at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution plant.

3.3.8 Metering

Meter installations will be directly accessible to the Distributor. The owner will consult with the Distributor well in advance of installation commencement to allow the Distributor time for proper planning and ordering of equipment.

For more details refer to section 2.3.8 Metering.

3.3.9 Overhead Service

In circumstances where Commercial buildings cannot reasonably be supplied electrical energy by an underground service, the Distributor shall use its sole discretion based on acceptable industry practices in establishing the specific requirements for the service installation.

3.3.10 Underground Service

Under normal circumstances, Commercial buildings are supplied electrical energy by an underground service through a single point of entry for each land parcel, at a location specified by the Distributor.

Proposed

3.3.11 Sub-transmission Service

The Owner will pay for the full cost of sub-transmission services and may in some circumstances be required to construct a private pole line. The Distributor will terminate sub-transmission conductors complete with an isolation device at the point of demarcation.

3.3.12 Supply of Equipment

Unless otherwise agreed upon, the Distributor supplies, installs and maintains subject to the variable connection fee:

- Primary switchgear
- Primary transformation equipment
- Meter and secondary metering transformers

The Owner shall supply, install, and maintain any additional equipment required for the connection beyond the point of demarcation.

3.3.13 Short Circuit Capacity

The Owner shall ensure that the service entrance equipment has an adequate short-circuit interrupting capability.

3.3.14 Inspection

Prior to connection of the service the Distributor requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by the Distributor prior to connection.

The Distributor or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of the Distributor and subject to inspection by the Distributor.

(Refer to section 2.1.6 Inspections before Connections for details).

Proposed

3.4 General Service (Greater than 5,000 kW)

3.4.1 General

This section refers to the supply of electrical energy to General Service Services requiring a connection at a connected load greater than 5,000 kW.

3.4.2 Early Consultation

Detailed regulations cannot be stated which would be applicable to all cases, therefore the Owner will consult with the Distributor in the early planning stages to ascertain the Distributor's requirements.

The Customer shall supply a completed Electrical Planning Requirements Form to the Distributor well in advance of installation commencement to allow the Distributor time for proper planning, ordering of equipment, and coordination with ESA requirements etc.

Note: Larger services may require approval by the ESA to ensure compliance with their design requirements. The Customer should contact the ESA early in the planning stages.

The Distributor will:

a) Advise the Customer of the suitability of the in-service date;
b) Arrange with the Customer for a Service Contract;
c) Review the submitted drawings; return one set to the Customer with comments and/or approval. If requested by the Distributor, the Customer shall resubmit the drawings where the comments are extensive and require major changes.
d) Review and approve the coordination study provided by the Customer;
e) Make the final connection to the source of supply;
f) Determine metering requirements;
g) Advise the Transmitter of the particulars of the Customer owned substation.

3.4.3 Service Types

Large Users shall either be:

a) Connected to the Sub-transmission System, or

Proposed

b) Connected to the Distributor's Primary Voltage system, but shall supply, install, own, and maintain a Customer-owned substation in accordance with Section 3.3.11.

3.4.4 Drawings

Apart from the regular drawings submission to the Electrical Safety Authority (ESA), the Customer shall provide two sets of the following drawings and details to the Distributor.

Survey Plan: Prepared by an Ontario Land Surveyor, showing the property limits, registered plan and existing buildings or easements if any.

Site Plan: Showing the location of the station relative to buildings, structures and set back from adjacent property lines. The site plan shall also include the exact location of existing Distributor owned plant and the proposed route of the incoming supply.

Schematic or Single-Line Diagram: Indicating the major components of the station and their electrical ratings. Where additions or alterations are being made, these shall be clearly distinguished from unchanged portions of the installation.

Electrical Details: Sufficient details shall be provided in order to enable fast processing and approval of the station drawings. The following represents the minimum data required:

a) Plan, elevation and profile views of the station structure, switchgear, transformer(s), termination poles, duct banks, etc.
b) Dimensions to clearly indicate the electrical, physical, and working clearances as well as relative location of all equipment.
c) Pole or structure for dead-ending the Distributor lines shall be complete with suitable hardware for attaching the suspension insulators that will be supplied and installed by the Distributor.
d) Fencing arrangement.
e) Grounding details. (In the case of indoor metal enclosed switchgear, when the Distributor has operating control of any interrupter switches, the assembly shall further incorporate ground rod parking stands and stirrups per the Distributors Specifications.
f) Details of vault construction (if indoor substation).
g) Manufacturer's drawings of metal-enclosed switchgear showing internal arrangement of equipment, clearances, means of access, interlocking and provision for personal safety.

Proposed

Where the Distributor's cables terminate in the switchgear, the Customer shall provide suitable terminators for the size and type of cable as specified by the Distributor.

h) When the Customer's switchgear is used for loop feeding the Distributor's supply cables, provision for padlocking the in and out load interrupter switches and the associated bay doors shall be required.

i) Indoor and outdoor switchgear assemblies shall contain a space heater and protective guard in each bay, along with thermostat(s), sized to promote air circulation and to prevent condensation from forming.

j) At the discretion of the Distributor, the Customer shall make provisions for a future system neutral connection to the Customer's dead-ending pole or structures installed by the Distributor. Where the Distributors neutral terminates in the Customer's switchgear, the Customer shall provide a suitable connector on the ground bus for the size and type of cable specified by the Distributor.

3.4.5 Pre-Service Inspection

The Customer shall present to the Distributor a final "Pre-service Inspection Report" a minimum of three working days before connection can be affected.

The "Pre-Service Inspection Report" shall outline and document the results of all tests and inspection carried out on the substation components. The information contained in the report must be to the satisfaction of the Distributor before connection can be authorized.

The "Pre-Service Inspection Report" shall be required in case of:

- **New Substation**: in which case all components of the substation shall be reported upon.
- **Modified substation**: in which case all components of the substation shall be reported upon.

Prior to connection of the service the Distributor requires notification from the Electrical Safety Authority (ESA) that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by the Distributor prior to connection.

Proposed

The Distributor or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of the Distributor and subject to inspection by the Distributor.

(Refer to section 2.1.6 Inspections before Connections for details).

All the conditions within Sections 3.3.3 to 3.3.14 shall also be met.

Proposed

3.5 Distributed Energy Resources (DER) Facilities

3.5.1 General

Distributed Energy Resource (DER) means an electricity source that is connected to a distribution system for the purpose of providing energy, typically through a connection on the customer side of an ownership demarcation point. Sources generate electricity. (e.g. generation facilities and energy storage facilities when discharging.)

A Distributed Energy Resource proponent ("proponent") is required to notify their local Distribution company prior to installing any DER asset (i.e. battery storage), or any such equipment. The Distributor may be unaware of the installation of such equipment which may back-feed on to the Distributor's distribution system, and is a safety concern to line-crews, particularly during a power outage.

A generation facility includes a storage facility, and generator includes the owner or operator of a storage facility.

In accordance with Section 6.2.2 of the Distribution System Code, a distributor shall enter into a Connection Agreement with all existing generators who have a generating facility connected to the distributor's distribution system and prior to connecting a new generation facility. Where a distributor does not have a Connection Agreement with an existing generator that has a generation facility connected to the distributor's distribution system, the distributor shall be deemed to have an implied contract with the generator. The terms of the implied contract are embedded in the distributor's Conditions of Service, the Rate Handbook, the distributor's rate schedules, the distributor's licence and the Distribution System Code.

The proponent shall provide the Distributor with proof of compliance of the regulator's registration requirements, permits and inspections as required, including ESA and Licences as appropriate.

The Distributor shall collect costs reasonably incurred with making an offer to connect a Distributed Energy Resource (DER) from the proponent requesting the connection. Costs reasonably incurred include but are not limited to costs associated with:

a) Preliminary Consultation- planning information exchange, capacity checks

Proposed

b) Connection Impact Assessment- capacity allocation, technical requirements for connection, connection cost estimates
c) Connection Cost Agreement- project scope and cost
d) Build and Energization- connection work, commissioning, connection agreement, project completion

A proponent that is or wishes to become connected to the Distributor's distribution system shall follow the OEB's Distributed Energy Resources Connection Procedures (DERCP.)

In accordance with the DSC sections 6.2.5 and 6.2.11, the distributor must make the connection agreement for micro generation facilities and the CIA application form for all other generation facilities available on its website and in hard copy at its offices. It is preferable for applicants to be able to fill and submit these forms electronically through email or the distributor's website. To facilitate timely and near concurrent processing of the application (i.e. study payments for the distributor, host distributor, transmitter and IESO, if required). Distributors will require payment before commencing studies. The distributor will identify on its website and in the application package the relevant study fee charges.

In the event that capacity cannot be allocated to the applicant for the connection of a proposed embedded generation facility, the distributor may offer a flexible hosting capacity arrangement to the applicant **if technically feasible**. Under this arrangement, the distributor may establish specific system conditions, operating requirements and/or contractual terms that will require the output or operation of the proposed embedded generation to be varied. Such terms will be clearly outlined in Schedule D of the connection agreement, as set out in DSC Appendix E. Projects considered under Flexible Hosting Capacity arrangements shall not be subject to the standard capacity allocation and connection assessment timelines. The distributor shall provide an applicant proposing to connect an embedded generation facility under this arrangement with all required assessments of the impact of connecting the generating facility, a cost estimate for the proposed connection and an offer to connect as soon as possible. The distributor reserves the right to assess impacts and deny or limit flexible hosting capacity arrangements as needed to protect system reliability and safety.

A proponent shall ensure that a disconnection method suitable to the Distributor is installed to provide visible isolation of the generation.

Proposed

If damage or increased operating costs result from a connection with a DER, the proponent shall reimburse the Distributor for these costs.

The proponent is responsible for providing suitable protection equipment to protect their plant and equipment for any conditions on the Distributor and interconnected transmission systems such as reclosing, faults and voltage unbalance.

To incorporate the connection of the DER to the distribution system, the line/feeder protection including settings and breaker reclosing circuits must be reviewed and modified, if necessary, by the Distributor or transmission authority.

Based on the transformer connection proposed by the proponent additional significant protection cost may be incurred. The proponent shall not order the protection equipment and transformer until the station line diagram is reviewed and accepted by the Distributor.

The protection schemes shall incorporate adequate facilities for testing/maintenance.

Negative phase sequence protection shall be installed where required, to detect abnormal system condition as well as to protect the DER.

The proponent may be required to install utility grade relays for those protections that could affect the Distributor or transmission authority system.

The proponent may be required to submit a Ground Potential Rise study for review by the Distributor if telecommunications circuits are specified for remote transfer trip protection.

Reference: A Customer considering a generation project can find additional information on the technical and administrative requirements in Appendices 5 of the OEB's Distributed Energy Resourced Connection Procedures (DERCP) – see Appendix I. OEB Distributed Energy Resources Connection Procedures (DERCP)

Customers are responsible for the safe operation of any DER equipment and must ensure that installations do not pose a hazard to Distributor personnel or the public. This includes maintaining proper isolation and ensuring automatic disconnection under fault or abnormal grid conditions.

Proposed

Where applicable, bi-directional or net metering arrangements may be required. The customer will be notified if their metering configuration must be modified by the Distributor to comply with OEB guidelines and Ontario Regulation 541/05.

Any customer disputes relating to DER connections shall be addressed using the Distributor's dispute resolution process outlined in Section 1.8 of this Conditions of Service. Customers also have a right to file a complaint with the Ontario Energy Board under Section 6.2 of the Distribution System Code.

The proponent in addition to the requirements of the host Distributor may be required to meet the conditions of Upstream Distributors. The additional requirements will be communicated through the host Distributor.

3.5.2 Protection

The proponent should provide protection systems to identify and disconnect to clear faults and conditions including but not limited to the:

a) Transformer faults
b) Internal faults
c) Ground faults
d) Phase faults
e) Islanding & Abnormal conditions

The Proponent should provide adequate protections to detect and isolate project and station faults.

The protection system should be designed to provide full feeder coverage complete with a reliable DC supply. In some cases, redundancy in protection schemes may be required.

Depending on the size, type of project and point of connection, a Distributor may require the relaying system to be duplicated, complete with separate auxiliary trip relays and separately fused DC supplies to ensure reliable protection operation and successful isolation of the project.

Proposed

3.5.3 Direct Current Remote Tripping / Transfer Tripping

Remote or transfer tripping may be required between the DER and the feeder circuit breaker if the DER is connected at a critical location in the distribution system. This feature will provide for isolation of the DER when certain faults or system disturbances are detected at the feeder circuit breaker location.

Additional Protection Features, such as Remote Trip and generator end open signal, may be required in some applications. Remote Trip Protection will often involve the participation of a neighboring or Host Distributor. Early consultation is important to ensure a timely connection to the system.

3.5.4 Maintenance

The proponent shall have a regular scheduled maintenance plan to assure the Distributor that all connection devices and protection & control systems are maintained in good working order. These provisions shall be included in the Connection Agreement. A complete copy of the inspection report shall be delivered to the Distributor within 30 days.

In developing a maintenance plan, the proponent should consider the following requirements:

a) Qualified personnel should carry out all inspections and repairs.
b) Prior to completing any testing or repairs on the system the Distributor shall be contacted to coordinate the work.
c) Periodic tests should be performed on protection systems to verify that the system operates as designed. Testing intervals for protection systems should not exceed four (4) years for microprocessor-based systems and two (2) years for electro-mechanical based systems.
d) Isolating devices at the point of connection should be operated at least once per year.
e) The DER facility should be inspected visually at least once per year to note obvious maintenance problems such as broken insulators or other damaged plant.
f) Any deficiencies identified during inspections shall be noted and repairs scheduled as soon as possible, with timing dependent on the severity of the problem, due diligence concerns (of both the Distributor and the Proponent) and financial and material requirements. The Distributor shall be notified of any deficiencies involving critical protective equipment.

Proposed

g) The Distributor shall be provided with copies of all relevant inspection and repair reports that may affect the protection and performance of the Distributor's systems. The Distributor has the right to witness any relevant test being performed by the proponent.
h) Testing & inspection requirements specified by the Distributor.

3.5.5 Post Connection Changes

Any changes to the system after the initial connection will be communicated to the Distributor prior to implementation.

Where any of these proposed changes alter the protection associated with the installation the Distributor will be provided with sufficient information to allow review of the protection scheme and the potential impacts on the distribution system.

Where the Proponent makes changes which result in the need for additional studies, protection changes or alterations to the distribution system the Proponent will be responsible for the costs incurred by the Distributor as allowed by the various codes and regulations.

For more information, please refer to the OEB's Distributed Energy resources Connection Procedures (DERCP) in Appendix I.

3.6 Embedded Market Participant

An Embedded Market Participant shall provide the Distributor with proof of compliance of IESO registration requirements, and appropriate Licences.

Where the Conditions of Service of this Distributor exceed the technical requirements of any other licence or participant obligations, these Conditions of Service shall take precedence. The Embedded Market Participant must meet at a minimum, the standards as set out in these Conditions of Service to connect to the Distributor's distribution facilities.

A Customer who is also an embedded market participant will be treated in terms of connection and servicing as a General Service or Large Use Customer as appropriate.

Proposed

3.7 Embedded Distributor

An Embedded Distributor shall provide the Distributor with proof of compliance of IESO and OEB registration Requirements, and appropriate Licences.

Where the Conditions of Service of this Distributor exceed the technical requirements of any other licence or participant obligations, these Conditions of Service shall take precedence.

The Embedded Distributor must meet at a minimum, the standards as set out in these Conditions of Service to connect to the Distributor's distribution facilities.

Metering requirements of the Embedded Distributor shall be at the discretion of the Host Distributor.

Depending on Customer specifics, Section 3.3 General Service (Greater than 50 kW) or Section 3.4 General Service (Greater than 5,000 kW) shall apply with respect to applicable charges to connect.

An embedded Distributor or a Distributor that extends a feeder may be required to install reclosers and /or other protective devices as determined by the Distributor. The criteria for deciding whether such a device is required will depend on the extent of the feeder extension and its relative exposure to possible outages generated by storms, tree contact, significant Customer load, etc.

The need for reclosers or other protective devices will be determined by the Distributor for the purposes of minimizing risk to existing Distributor Customers.

The Distributor will make a good faith effort to enter into a connection agreement with the Embedded Distributor to connect to the Distributor's distribution system. The form of this connection agreement shall conform to the requirements of the Distribution System Code.

3.8 Unmetered Scattered Load (Miscellaneous Small Services)

This section pertains to the supply of electrical energy for Street Lighting, Traffic Signals, Bus Shelters, Telephone Booths, Cable T.V. Amplifiers, Decorative Street Lighting, Billboards, and other similar small loads, up to a maximum of 15A.

Proposed

These small services may be required to be metered by the Distributor.
To facilitate these installations the Distributor may have standard designs which are to be followed by parties requesting the attachment.

In addition, any attachments made to the Distributor's system will be required to conform to Ontario Regulation 22/04 and Ontario Electrical Safety Code. The Distributor will provide direction to the Owner with respect to any special requirements under the Ontario Regulation 22/04.

3.8.1 Rights and Responsibilities

Unmetered Customer Responsibilities:

a) Comply with the Distributor's requirements for new connections, which may require the signing of a formal agreement for services. Unmetered Customers cannot use power from the Distributor's distribution system without written or implied consent from the Distributor.
b) Comply with the requirements of the Distributor's standards for power quality and reliability and the Ontario Electrical Safety Code to ensure public safety. Where compliance is breached, the unmetered Customer may be billed for subsequent restoration costs, and/or may be permanently removed from the Distributor's electrical system.
c) Retain all information provided to and by the Distributor per the terms outlined in this Conditions of Service. The Distributor may not retain record details for each unmetered service and thus will not be held responsible for any incomplete records.
d) Install, operate, and maintain its secondary conductor from the Distributor's designated Supply Point to the intended load.
e) Provide timely and accurate electrical profile, power quality and usage data to the Distributor as outlined in these Conditions of Service. Provision of data to the Distributor constitutes consent to the Distributor to share or release load detail, plus energy and demand data, however, the Customer's identity shall remain confidential.
f) Accept energy consumption based on either 1) the maximum continuous calculated load, or 2) the results of a Distributor's meter analysis.
g) Allow no external party to connect to its unmetered service or its unmetered secondary bus.

Proposed

h) Relocate, at the unmetered Customer's cost, the secondary conductors of an unmetered service to another designated Supply Point at the Distributor's request.
i) Submit revised unmetered data that affects energy consumption and/or billing determinants to the Distributor within 30 days, or as otherwise specified by the Distributor.
j) Understand that the unmetered connection facility is not intended for an unmetered Customer to generate back into the Distributor's distribution system. If an unmetered Customer has generation facilities, the connection shall meet the Distributor's specification(s) for standby generation.

Distributor's Responsibilities:

a) Provide a service layout for each unmetered service location that identifies the Supply Point and prescribes any applicable Distributor's standards and conditions.
b) Strive to make new unmetered service connections within 10 working days of having all Distributor's connection conditions met.
c) Provide reasonable notice to the unmetered Customer should the Supply Point require relocation:
    i. Planned Supply Point relocations - 90 day written notice.
    ii. Emergency Supply Point relocations – when possible.
d) Ensure that unmetered service billing information accurately reflects calculated electrical consumption by unit, quantity, load profile and demand. Devices of the same class by type or load, where possible, can be grouped together and assigned the same billing determinants.

3.8.2 Process for Updating and Validating Data

A Distributor will strive to ensure that unmetered service billing information accurately reflects calculated electrical consumption by unit, quantity, load profile and demand, based on information supplied by the unmetered Customer. An unmetered Customer, at its cost, has the following options available for submitting data:

New Unmetered Services – Unmetered Customers shall provide the Distributor with electrical profile, power quality, and usage accuracy studies prior to new unmetered equipment being introduced to a Distributors electrical system. Acceptable examples for collecting and providing such data are:

Proposed

a) An in-house test plan (covering scope, applicability, conditions, quality control, measurement devices, timing, staff competencies, control documents, error resolution process, and external references) that meets the Distributors approval. Final results and report shall be signed and sealed by a Professional Engineer of Ontario;
b) A signed and sealed certified test report from the Standards Council of Canada, an ANSI compliant laboratory, or other similarly qualified laboratory having competencies in electrical equipment testing; or
c) Having the Distributor meter specific unmetered nodes of their choice to determine accurate data. With the advent of Smart Metering the metering of actual consumption data is available and preferred by most Distributors.

Existing Unmetered Services – Throughout the lifecycle of the unmetered service, unmetered Customers are required to submit updated and accurate data to the Distributor when it becomes known by the unmetered Customer or requested by the Distributor.

At the very least, the unmetered Customer must provide written notification to the Distributor by January 31st each year that no material changes to the technical data or number of unmetered service nodes have occurred.

3.8.3 General Billing Conditions

An unmetered service is deemed to be "in-service" once it has been connected and energized by the Distributor. Once energized, the Distributor will bill the unmetered Customer based on the billing standards outlined in these Conditions of Service and/or by the Distributors billing policies.

Where possible, the unmetered Customer shall work with the Distributor to classify like energy devices such that similar devices can be consolidated to similar energy usage profiles for energy billing purposes. When requested by the Distributor, the unmetered Customer shall consolidate their separate unmetered billing accounts down to at least the number of similar energy profile classifications. Security deposits, billing, and payment options are handled as specified in these Conditions of Service and/or by the Distributor's billing policies.

Unmetered Customers are responsible for ensuring their electrical consumption is accurate on an ongoing basis. The Distributor encourages voluntary data disclosure to ensure data quality and billing accuracy is maintained. Upon the Distributors receipt of updated unmetered load

Proposed

data, the Distributor shall have a period of up to 90-days to review and adjust its billing determinants.

To ensure the quality of unmetered data, the Distributor encourages the unmetered Customer to cooperate in a joint audit, at a minimum interval of every 5 years, or earlier upon written notice from the Distributor. Unmetered Customers who participate in a joint audit will be responsible for their associated audit costs.

If the unmetered Customer provides the Distributor with poor unmetered data (i.e.: not to audit standards, no data, late data, etc.) an unmetered Customer shall be responsible to pay the Distributor for verification, data correction and usage costs for the duration the unmetered connection has been energized on the Distributor's system.

If the Distributor or the unmetered Customer identify or cause a billing error, the Distributor will rectify the matter consistent with the polices outlined in these Conditions of Service and/or the Distributor's billing policies.

Billing of the energy and fixed charges will continue until the Distributor has been duly notified and the unmetered service has been permanently removed from the Distributor's electrical system.

Failure to comply with any of the above unmetered scattered load (USL) requirements could result in disconnection from the distribution system as per these Conditions of Service and/or the Distributor's Disconnection/Reconnection Policy. Reconnection to the system would be subject to the reconnection requirements and costs as outlined in these Conditions of Service and/or the Distributor's Disconnection / Reconnection policy.

3.8.4 Record Retention

The unmetered Customer shall retain information provided to and by the Distributor for a minimum period of seven years while the unmetered service is energized on the Distributors electrical system. Once the service has been permanently removed, the retention period shall be a minimum of two years.

Proposed

The retained information shall include yet, not be limited to, the information outlined above, and any other relevant correspondence or agreements regarding the unmetered account including the associated service connections and load.

The unmetered Customer who fails to retain such records shall be responsible for costs related to the Distributor researching and reconstructing such missing information.

3.8.5 General

At the discretion of the Distributor, the service voltage will be:

- 120/240 volts, single phase three wire, or
- 120 volts, single phase two wire, or
- 120/208 volts, three phase, four wire, or
- 347/600V three phase, four wire

The method and location of the supply will vary based on the conditions present on the Distributor's plant and will be established for each application through consultation with the Distributor.

Where specified by the Distributor during the Early Consultation process, the Customer will provide underground ducts to the Distributor's specifications.

The Owner shall be responsible for all costs associated with the supply and installation of service conductors.

The Distributor will install required transformation and may charge the Owner the cost.

Prior to energization of a service the Distributor will require notification from the ESA that the installation has been inspected and approved for connection.

The Owner will be required to maintain any equipment in proper and safe working order. Where the equipment is found to be in disrepair or presents a hazard the Distributor may disconnect, remove and charge the costs to the owner.

Proposed

3.8.6 Early Consultation

The Owner shall supply a completed Electrical Planning Requirements Form to the Distributor well in advance of installation commencement to allow the Distributor time for proper planning, ordering of equipment etc. Information required includes:

- Required in-service date
- Requested Service Entrance Capacity and voltage rating of the service entrance equipment
- Locations of other services, gas, telephone, water, and cable TV
- Survey plan and site plan indicating the proposed location of the service equipment with respect to public rights-of way and lot lines.

The Distributor after reviewing the information provided may require the owner to provide further information or approved drawings signed by a Professional Engineer ensuring that the installation is consistent with the requirements of Ontario Regulation 22/04.

3.8.7 Street Lighting

Where the street lighting is installed, owned, and maintained by the Municipality or a third party, a Joint Use Agreement may be required for attachment to the distribution system. Installations shall meet Ontario Regulation 22/04 and Ontario Electrical Safety Code.

The owner will be required to ensure qualified personnel are engaged to work on the streetlight system and that the system is maintained in a manner as to not represent a hazard to the distribution system and the public.

Proper records of the street light system shall be maintained by the owner to facilitate identification of equipment, appropriate record management and the ability to locate any underground plant associated with the system.

Proposed

3.8.8 Traffic Signals

Traffic Signals and Crosswalk Lights are owned and maintained by the applicable road authority. Any traffic signals and crosswalk lights, if attached to the distribution system will be required to be in compliance with Ontario Regulation 22/04.

3.8.9 Bus Shelters

Bus Shelter Lighting is owned and maintained by the Customer.

3.8.10 Decorative Street Lighting

Such installations could be lighting for festive occasions or "neighbourhood character" street-scaping and will be maintained by the Customer.

Where such lighting represents a barrier to distribution system maintenance the Distributor may remove to facilitate work on the system in a safe manner. The owner will be responsible for reinstalling any equipment removed by the Distributor.

3.9 Attachments to Distribution Plant

The Distributor reserves the right to refuse any attachment to the Distribution Plant.

Customer attachments require written consent of the Distributor. Generally, consent will only be provided to licensed franchisees such as Bell Canada, Rogers Cable, and registered Telecom Companies. The Distributor reserves the right to refuse attachments to its poles.

Pole attachments will require a signed contract between the Distributor and the Customer. Each pole attachment is subject to a yearly joint use charge and installation must conform to Ontario Regulation 22/04. Requesting parties will be responsible for meeting the requirements of Ontario Regulation 22/04 and the associated costs. No Customer owned wires or apparatus are to be installed on the Distributor's poles prior to entering into a contract and confirming that the installation meets the requirements. Any attachments not approved will be removed by the Distributor at the owner's expense.

Proposed

Where make ready work is required to accommodate the requested attachment the requesting party will be responsible for all costs associated with the make ready work.

To meet engineering, safety, congestion, and aesthetic considerations only three locations are generally allowed for the attachment of support strands and communications cables in the communication space of the Distributor's poles. Each Customer requesting attachment in the communication space is allowed to install one support or communications cable only and this applies to all its associates as defined by the Ontario Business Corporation Act.

The owner of any third-party plant shall be responsible to maintain their plant in a safe and proper condition compliant with Ontario Regulation 22/04 and relevant standards including any specific Distributor Standards.

The owner of any third-party plant will be responsible for transfers of their plant in a timely manner as required by the Distributor.

3.9.1 Miscellaneous Attachments

Owners of miscellaneous equipment wishing to attach to the Distributor's system shall make written application for review and where appropriate approval by the Distributor.

Failure to obtain written authorization from the Distributor and/or to enter into a Joint Use Agreement will result in the removal of the equipment and any associated plant by the Distributor at the owner's expense.

3.9.2 Joint Use Agreements

This section pertains to owners of plant who wish to make attachments to the distribution system which have a direct or indirect influence on the performance, appearance and safety of the support structure or the Distributor's ability to make access and maintain it. For greater clarity this section applies to companies such as communication companies, CATV companies, and municipalities, but may be extended to others interested in making attachments.

All construction, installation, and maintenance of attachments by the third party will conform to Ontario Regulation 22/04 and follow the appropriate guidelines. The requirements of Ontario

Proposed

Regulation 22/04 provide direction on design, material standards, construction, and verification of the installations.

To facilitate good construction and project planning and compliance with Ontario Regulation 22/04 any party requesting to make an attachment shall contact the Distributor in writing well in advance of the proposed installation date.

Prior to making any attachments the owner of the plant will be required to enter into a Joint Use Agreement with the Distributor or if a Joint Use Agreement has been previously entered into, to follow the process for new attachments or modifications to existing attachments as specified in the Joint Use Agreement.

The owner of any third-party plant shall be responsible to maintain their plant in a safe and proper condition compliant with Ontario Regulation 22/04 and the conditions of the Joint Use Agreement.

Proposed

SECTION 4 GLOSSARY OF TERMS

Alternative Bid – the part of the work that the Customer may perform in the building of any expansion to the Distributor's system as defined in the DSC and further specified by the Distributor.

Affiliate Relationships Code – sets out the standard and conditions for the interaction between electricity Distributors or Transmitters and their respective affiliated companies.

Basic Connection – a new residential 200A,120/240 volt overhead, single-phase, secondary service including transformation capacity, standard metering, up to 30 meters of overhead conductor.

Board – the Ontario Energy Board (OEB).

Bulk Meter – a revenue class Measurement Canada approved meter and/or installation that is used as a single point of measurement which the Distributor uses to bill the Customer's energy account for a Premise. A Bulk Meter is not a Customer-owned revenue meter or a meter which is owned and operated by a licensed Sub-Metering provider.

Business Day – means any day other than a Saturday, Sunday, or a holiday.

Common Service Tap – a privately owned connection asset, not located on a Public Streets and Highways or Crown Land, operating at Primary Voltage, that connects two or more Customers to the main distribution system.

Connection – the process of installing and activating connection assets to distribute electricity.

Connection Agreement – an agreement entered into between a Distributor and a Customer prior to receiving electric distribution services and connection.

Connection assets – that portion of the distribution system used to connect a Customer to the existing main distribution system, and consists of the assets between the point of connection on a Distributor's main distribution system and the ownership Demarcation Point with that Customer.

Proposed

Connection Impact Assessment (CIA) – an analysis of a Distributed Energy Resource Facility's impact to the Grid, outlining project feasibility, initial technical specifications, and the effect the project would have on the Grid. The CIA may be preliminary or detailed providing different level of information, options, and responsibilities. Any Customer changes to its information used for the CIA will require an application for a CIA revision.

Consumer – a person who uses, for the person's own consumption, electricity that the person did not generate.
Critical Customers - include, at a minimum emergency services (police fire and ambulance services) stations, hospitals, water and wastewater treatment plants, designated emergency shelters, and municipal and provincial emergency operations centres.

Customer – a person that has contracted for or intends to contract for connection of a building or an embedded generation facility. This includes developers of residential or commercial sub-divisions.

Demand – the average value of power measured over a specified interval of time, usually expressed in kilowatts (kW). Typical Demand intervals are 15, 30 and 60 minutes.

Demand meter – a meter that measures a consumer's peak usage during a specified period.

Demarcation Point – the specific point on the electrical system where ownership and maintenance responsibility changes from one party to another. In terms of this document, this is the point where responsibility changes between the Distributor and the Customer. The point of separation between the Customer-owned facilities and the Distributor's electrical distribution facilities.

Disconnection – a deactivation of connection assets that results in cessation of distribution services to a Customer.

Distribute – with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less.

Distributed Energy Resources (DER) – a small scale unit of power generation that operates locally and is connected to a larger power grid at the distribution level.

Proposed

Distributed Energy Resource Facility – a proponent whose facility is not net-metered and is not directly connected to the IESO-controlled grid but may or may not be connected to a distribution system (ex. exporting or non-exporting load displacement).

Distributed Generation – any type of electrical generator or static inverter producing alternating current that has the capability of Parallel Operation with the Distributor's distribution system or is designed to operate separately from the Distributor's system and can supply a load that can also be fed by the Distributor's system.

Distribution losses – energy losses that result from the interaction of intrinsic characteristics of the distribution network such as electrical resistance with network voltages and current flows.

Distribution loss factor – a factor(s) by which metered loads must be multiplied such that when summed equal the total measured load at the supply point(s) to the distribution system.

Distribution services – services related to the distribution of electricity and the services the Board has required Distributors to carry out.

Distribution system – a system for distributing electricity, and includes any structures, equipment or other items used for that purpose. A distribution system is comprised of the main system capable of distributing electricity to many Customers and the connection assets used to connect a Customer to the main distribution system.

Distribution System Code – the code, approved by the OEB, and in effect at the relevant time, which, among other things, establishes the obligations of a Distributor with respect to the services and terms of service to be offered to Customers and retailers and provides minimum technical operating standards of distribution systems.

Distributor – one who owns or operates a distribution system.

Easement – a right to cross or otherwise use someone else's land for a specified purpose.

Economic Evaluation – the evaluation used to determine the net servicing cost based on the Distributor's standards for the Customer to which this applies.

Proposed

Electrical Safety Authority (**ESA)** – the sole administrative authority for the purposes of administering the provisions of the Electricity Act, 1998 and the regulations made under that Act that are designated legislation under section 1.

Embedded Distributor – a Distributor who is not a wholesale market participant and that is provided electricity by a host Distributor.

Embedded Load Displacement Generation Facility – a distributed energy resource connected to the Customer side of the revenue meter where the generation facility does not inject electricity into the distribution system for the purpose of sale.

Embedded Market Participant – a consumer who is a wholesale market participant whose facility is not directly connected to the IESO-controlled grid but is connected to a distribution system.

Emergency – any abnormal system condition that requires remedial action to prevent or limit loss of a distribution system or supply of electricity, or that could adversely affect the reliability of the electricity system.

Emergency backup generation facility – a generation facility that has a transfer switch that isolates it from a distribution system.

Enhancement – a modification to an existing distribution system that is made for purposes of improving system operating characteristics such as reliability or power quality or for relieving system capacity constraints resulting, for example, from general load growth.

Electric Vehicle Supply Equipment (EVSE)- refers to the infrastructure and components that supply electricity to recharge electric vehicles. Commonly known as charging stations, EVSEs include hardware such as connectors, cables, charging units and control systems to manage the charging process.

Expansion – an addition to a distribution system in response to a request for additional Customer connections that otherwise could not be made; for example, by increasing the length of the distribution system.

Proposed

Four Quadrant Metering – an interval meter that records power injected into a distribution system and the amount of electricity consumed by the Customer.

Generation Facility – a facility for generating electricity or providing ancillary services, other than ancillary services provided by a Transmitter or Distributor through the operation of a transmission or distribution system, and includes any structures, equipment or other items used for that purpose.

Generator – a person who owns or operates a generation facility.

High-Impact Low-Frequency Event- means a severe weather event that meets the following criteria: (i) the daily System Average Interruption Duration Index exceeds the distributor's Major Event Day threshold as calculated in accordance with IEEE Standard 1366; and (ii) more than 48 hours is required for the distributor to restore service to at least 90% of affected customers.

Host Distributor – the Distributor who provides electricity to an Embedded Distributor.

Independent Electricity Systems Operator (IESO) – the Crown corporation established under the Electricity Act, 1998 that is responsible for operating the electricity market and directing the operation of the bulk electrical system in the province of Ontario.

Interval meter – a meter that measures and records electricity use on an hourly or sub-hourly basis.

Lies Along – refers to a property that can be connected to the Distributor's distribution system without an expansion or enhancement, and meets the conditions listed in the Conditions of Service of the Distributor who owns or operates the distribution line.

Load – any device (i.e., equipment, apparatus) or collection of devices that rely on electricity to function.

Market Rules – the rules made under section 32 of the *Electricity Act,* 1998.

Measurement Canada – the Special Operating Agency established in August 1996 by the *Electricity and Gas Inspection Ac*t, 1980-81-82-83, c. 87, and Electricity and Gas Inspection Regulations (SOR/86-131). The purpose of Measurement Canada is to ensure the integrity and

Proposed

accuracy of measurement in Canada and has jurisdiction over the accuracy of electricity meters.

Meter Service Provider – any entity that performs metering services on behalf of a Distributor, generator, or registered market participant.

Meter Installation – the meter and, if so equipped, the instrument transformers, wiring, test links, fuses, lamps, loss of potential alarms, meters, data recorders, telecommunication equipment and spin-off data facilities installed to measure power past a meter point, provide remote access to the metered data and monitor the condition of the installed equipment.

Metering Services – the installation, testing, reading and maintenance of meters.

Net Metering – a settlement process for DER behind a Load Customer meter as defined by Ontario Regulation 541/05.

Offer to Connect – the Distributor's specific requirements for a Customer to connect to their distribution system.

Ontario Energy Board – a regulatory agency of the Ontario Government that is an independent, quasi- judicial tribunal created by the Ontario Energy Board Act.

Ontario Electrical Safety Code – the code adopted by O. Reg. 164/99 as the Electrical Safety Code. The code that establishes safety standards for the installation and maintenance of electrical equipment

Operational Demarcation Point – the physical location at which a Distributor's responsibility for operational control of distribution equipment including connection assets ends at the Customer.

Ownership Demarcation Point – the physical location at which a Distributor's ownership of distribution equipment including connection assets ends at the Customer.

Point of Supply (with respect to a DER) – the connection point where electricity produced by the generation facility is injected into a distribution system.

Proposed

Proponent – a potential customer or stakeholder that submits project proposals for consideration by the Distributor.

Qualified Contractor – a contractor qualified to deal with electrical hazards in accordance with the requirements of the Occupational Health & Safety Act, (Ontario) as amended and all applicable regulations thereto including Construction Projects – O.Reg.213/91, and who is approved by the Distributor.

Rate Handbook – the document approved by the Board that outlines the regulatory mechanisms that will be applied in the setting of Distributor rates.

Reconnection – reactivation of Connection assets and results in the Customer's ability to use their electrical service.

Regulation 22/04 – Electrical Distribution Safety: means the regulation made under the Electricity Act establishes objective based electrical safety requirements for the design, construction, and maintenance of electrical distribution systems owned by licensed Distributors.

Retail Settlement Code – sets the minimum obligations that a distributor and Retailer must meet in determining the financial settlement costs of electricity Retailers and Consumers in facilitating service transaction requests where a competitive Retailer provides service to a Consumer.

Retailer – a person who retails electricity to Consumers who do not take Standard Supply Service (SSS) and is licensed by the OEB.

Service – the conductor and equipment for delivering electrical energy from the servicing utility to the wiring system of the premises served.

Severe Weather- means any weather condition that is severe and poses a substantial risk to the reliability, safety, or operation of the distribution system. Such conditions include, but are not limited to, high winds, freezing rain, tornadoes, ice storms, blizzards, heavy rainfall, flooding, and lightning storms.

Severe Weather Event- means widespread interruptions in a distributor's service area caused by severe weather.

Proposed

Service Area (with respect to a Distributor) – the area in which the Distributor is authorized by its licence to distribute electricity.

Smart Meter – a device that measures electrical energy use (kilowatt-hours, kWh) on an hourly or sub-hourly basis and is part of an integrated data management system. The meter records, stores and transmits date and time-stamped meter readings to a utility's computer to facilitate Time-of-Use and Hourly billing. Smart meters may also include other capabilities and features to aid in load management and energy conservation.

Standard Connection Allowance – a standard allowance for basic connection and includes at a minimum supply and installation of an overhead distribution transformation capacity, as defined by the Distributor from time to time, or equivalent credit and an allowance for up to thirty (30) meters of overhead conductor. The Standard Connection Allowance shall be recovered through tariffs or rates.

Temporary Service – electrical service provided by the Distributor that is not connected to a permanent Customer premises and therefore does not allow installation and commissioning cost recovery through rates.

Transmission System – a system for transmitting electricity, and includes any structures, equipment or other items used for that purpose.

Transmit (with respect to electricity) – to convey electricity at voltages of more than 50 kilovolts.

Transmitter – a person who owns or operates a transmission system.

Unmetered Scattered Load – electricity consumption that is not metered and is billed based on estimated usage and its load profile if it can be determined.

Unmetered Loads – electricity consumption that is not metered and is billed based on estimated usage.

Upstream Distributor – a Distributor that is not part of the subject Distributor's service territory, boundaries, and distribution system.

Proposed

Variable Connection Charge – calculated cost associated with the installation of assets above and beyond the standard connection allowance for basic connection.

Wholesale Market Participant – a person that sells or purchases electricity or ancillary services through the IESO-administered markets.

Proposed

SECTION 5 APPENDICIES

A. Policies Relevant to the Conditions of Service

B. CHEC Members – Distributor Contact Information

C. Distribution Connection Process

D. Request for Connection Form

E. Electrical Planning Requirements Document

F. Electric Service Meter Base/ Service Verification Form

G. Demarcation Point Interpretive Drawings

H. Distributor-Specific Requirements for Electric Vehicle Supply Equipment (EVSE) Connections

I. OEB Distributed Energy Resources Connection Procedures (DERCP)

Proposed

A. Policies Relevant to Conditions of Service:

The following CHEC standard policies provide additional information on a Distributor's processes. Please contact your Distributor to obtain the most recent copy of the policy:

Policy 2.01 – Security Deposit
Policy 2.02 – Billing and Payment
Policy 2.04 – Eligible Low-Income Customer
Policy 2.05 – Opening and Closing of Accounts
Policy 2.06 – Collection
Policy 2.08 – Disconnection/Reconnection
Policy 2.10 – Customer Complaint Process

Note: The above policies are CHEC standard policies that are adhered to by Wellington North Power Inc.

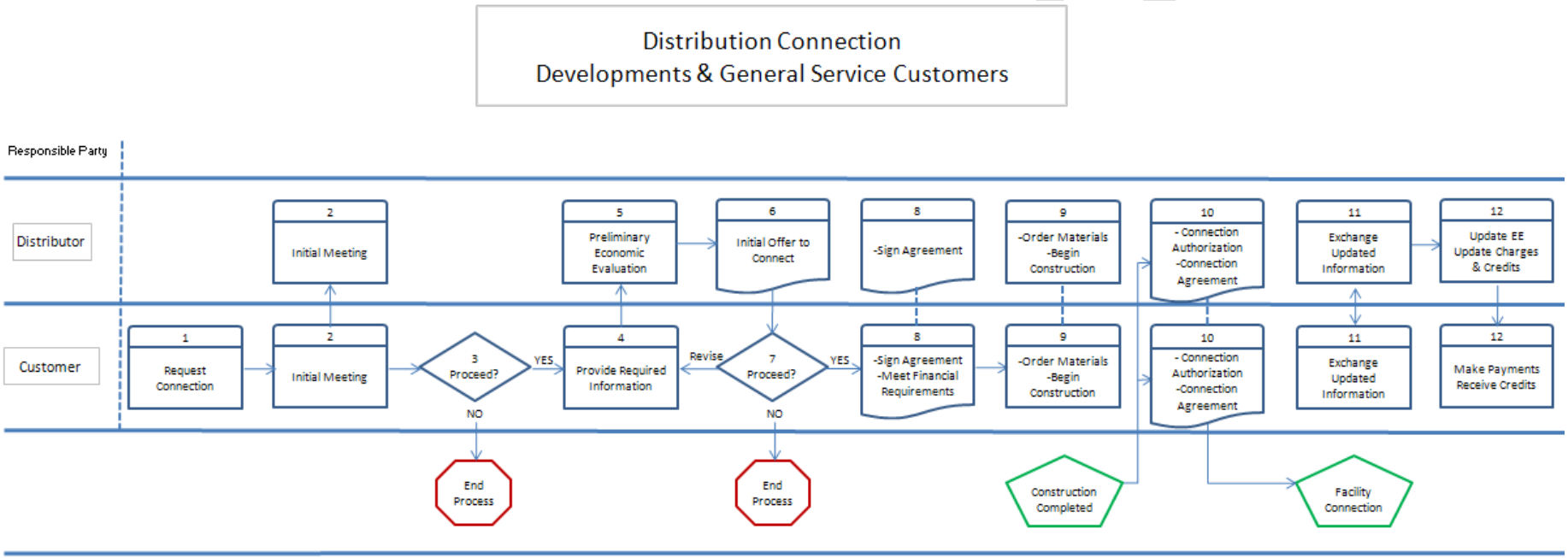
Proposed

B. CHEC Distributor Information:

For a complete and current list of CHEC members, please see the members map located on the CHEC Website at https://checenergy.ca/members/

Proposed

C. Distribution Connection



Proof

Distribution Connection

Developments & General Service Customers

If you are planning on building a Subdivision, Commercial Building, or an Industrial Development, the process of connecting to the Local Distribution Infrastructure will require coordination with the Distributor.

The following information in conjunction with the preceding chart is designed to assist the parties in meeting their respective obligations and facilitate the required connection. It is important to note although the steps identified in both the chart and the following descriptions need to be followed in proper order, some of the steps may be combined to help speed up the process if all the required information is provided in a timely manner.

Step 1 – Request for Connection

Customer submits a connection request to the Distributor. Initial request should at a minimum include the following information:

a) Location of proposed development
b) General description of development
c) Proposed construction date
d) Contact information for Development

Step 2 – Initial Meeting

Customer and Distributor meet to review proposed new development and connection requirements. Initial meeting will provide both parties with an opportunity to gain a better understanding of the proposed development and identify any issues related to timing and connection to the distribution system.

Based on the information provided by the Customer prior to the meeting, the Distributor will be able to provide at a high level:

a) An initial concept of the type of work that may be required to facilitate a connection. i.e.:
    i. Extension of an existing Feeder
    ii. Potential requirement for a new DS
    iii. Addition of a second or third phase to an existing feeder
b) An understanding of the Customer responsibilities
c) An understanding of what must be managed by the Distributor
d) An understanding of what may be contracted by the Customer
e) An estimated timeline required to provide connection facilities
f) An initial estimate of required expansion costs. Note: more detailed estimates on costs will be provided with the Offer to Connect should the Customer choose to continue to Step 4.

Step 3 – Customer Decision

Based on the results of the initial meeting, the Customer decides on proceeding with the process or withdrawing their Request for Connection.

Proposed

Step 4 – Customer Provides Required Information

If the Customer decides to proceed with the process for acquiring a connection, the Customer notifies the Distributor and provides the relevant detailed information as noted below:

a) A statement noting if the Customer intends on managing the contestable work noted during the consultation
b) Number of Residential Connections
c) Residential – Type, number, and size of units
d) Number of Commercial / Industrial Connections
e) Estimated Average Monthly consumption (at minimum winter & summer estimates)
f) Estimated annual facility connections over 15 (Fifteen) years from date of Distributor system connection

The following information is also required. However, the Distributor reserves the right to perform the work internally or through an external consultant:

a) Design and engineering specifications including but not limited to stamped site service drawings
b) Determination of required transformation based on estimated building loads
c) Estimated capital costs of facilities which would be assumed by the Distributor following energization

To assist the Customer in providing the required information, a submission summary sheet is provided as an attachment to this document.

Step 5 –Initial Economic Evaluation

Upon receipt of the required information from the Customer, if an expansion of the distribution system is required, the Distributor will perform an Initial Economic Evaluation following the process as required in the Distribution System Code.

The Initial Economic Evaluation will assist the Distributor in calculating what (if any) portion of the Capital Costs the Distributor will invest and will be used in the preparation of the Offer to Connect.

Step 6 – Offer to Connect

Using the information provided by the Customer, and following the completion of the Preliminary Economic Evaluation, the Distributor will prepare an “Offer to Connect”. The Offer to Connect will contain the following information:

a) A statement as to whether the offer is a firm offer or is an estimate of the costs that would be revised in the future to reflect actual costs incurred.
b) A reference to the Distributor's Conditions of Service and information on how the Customer requesting the connection may obtain a copy of them.
c) A statement as to whether an Expansion Deposit will be required from the Customer (see Section 2.1.2 Offer to Connect for further information) and if so, the amount of the deposit.

Proposed

d) A statement as to whether the connection charges will be charged separately from the Capital Contribution, and a description of, and if known, the amount for, those connection charges.
e) A statement as to whether a Capital Contribution will be required (see Section 2.1.2 Offer to Connect for further information).
f) If a Capital Contribution is required from the Customer:
    i. The amount of the capital contribution; and,
    ii. The calculation used to determine the amount of the capital contribution to be paid by the Customer including all assumptions and inputs used to produce the economic evaluation (Appendix B) and as described in the DSC; and,
    iii. A statement as to whether the offer includes work for which the Customer may obtain an alternate bid, and if so, the process by which the Customer may obtain the Alternative Bid (see Section 2.1.3 Alternative Bids); and,
    iv. A description of, and the costs for, the work that is eligible for Alternative Bid and the work that is not eligible for Alternative Bid associated with the expansion (see Section 2.1.3 Alternative Bids) broken down into the following categories:
        1. Labour, including design, engineering, and construction
        2. Materials
        3. Equipment
        4. Overhead, including administration.
g) An amount for any additional costs that will occur because of the Alternative Bid option being chosen, including but not limited to, inspection costs.
h) If the offer is for a residential Customer, a description of, and the amount for, the cost of the basic connection (Standard Connection Allowance) referred to in Section 3.1.3 that has been factored into the economic evaluation.
i) If the offer is for a non-residential Customer and if the Distributor has chosen to recover the non-residential basic connection charge as part of its revenue requirement, a description of, and the amount for, the connection charges referred to in Sections 3.1.3, 3.3.3 and 3.4.3 that have been factored into the economic evaluation.
j) Terms and conditions for payments and deposits required.
k) Any additional information pertinent to the offer.
l) Identification of other work the Customer is responsible for.

Step 7 – Customer Decision

Customer reviews Offer to Connect and decides if they would like to continue with the project as planned. Three options are available to the Customer:

a) Customer elects to drop the project, a notice of withdrawal of the Request for Connection shall be provided to the Distributor.
b) Customer would like to revise their Connection request, a notice informing the Distributor of the requested changes shall be provided to the Distributor (go back to Step 4).
c) Customer agrees with the Offer to Connect.

Step 8 – Construction Agreement

Once the Customer accepts the Distributor's Offer to Connect, the parties shall enter into an agreement covering the construction and connection requirements and responsibilities.

Proposed

The Customer and the Distributor sign the agreement, and the Customer provides the financial deposits and/or guarantees as required.

Step 9 – Construction

Following receipt of signed Construction Agreement and required financial deposits and/or guarantees from the Customer, both parties shall begin ordering materials and begin construction.

Step 10 – Connection Authorization

Once construction is completed, both parties will ensure that inspections are completed, and all required connection authorizations are in place. After receipt of a signed connection agreement and any additional financial contributions, the Distributor will authorize and connect the facility. If the Customer is coordinating the work on the expansion facilities within the development, the Customer is also required to provide "As-Built" drawings and a detailed material listing to ensure the Distributor has sufficient information in hand to verify system security prior to energization.

Step 11 – Exchange Updated Information

The Customer and the Distributor shall exchange any required updated information on the project including, but not limited to:

a) All applicable Connection Authorizations
b) All applicable Warranties
c) Any new information that was provided as an estimate in Step 4
d) Actual costs of any "capital works" related to the expansion facilities within the development
e) Detailed site plan with appropriate Municipal Address information for individual services

Step 12 –Final Economic Evaluation

As required, the Distributor shall copy the Initial Economic Evaluation to a new file, to be known as the Final Economic Evaluation. The Final Economic Evaluation shall be updated using actual information acquired during and following the construction process. This Final Economic Evaluation shall determine the capital contribution required to transfer the assets to the Distributor.

Step 13– Annual Economic Evaluation Update

If the development includes estimated connections that are not energized at the time of the initial Connection, the Distributor shall re-run the Economic Evaluation on an annual basis using actual Customer connection information during the fifteen (15) year connection horizon used in the initial Economic Evaluation. The Distributor will annually return the percentage of the expansion deposit in proportion to the actual connections that materialized in each year. The Distributor shall be permitted to retain the remaining portion of the expansion deposit for any forecasted connections that have not materialized during the fifteen (15) year connection horizon.

Proposed

If a third-party (not the Distributor - see Step 4 above) completed the majority of the work, the Distributor shall retain at least ten (10) percent of the expansion deposit for a warranty period of at least two years. This portion of the expansion deposit can be applied to any work required to repair the expansion facilities within the two-year warranty period. The two-year warranty period begins:

(a) when the last forecasted connection in the expansion project materializes (for residential developments) or the last forecasted demand materializes (for commercial and industrial developments); or
(b) at the end of the five-year customer connection horizon,

whichever is first. The Distributor shall return any remaining portion of this part of the expansion deposit at the end of the two-year warranty period.

Proposed

D. Request for Connection – Sample Form

Request for Connection – Sample Form

Development Name:	
Site Plan Identification	

Contact Information:

Contact Name:	
Street:	
Town:	
Postal Code:	

Requested Connection Date:	

Multi-Phase Development?	Y / N
If YES – Identify Phase	

Type & Number of Connections:

		Average Monthly Consumption Per Unit - Winter	Per Unit -Summer
Residential:		kWh's	kWh's
Commercial:		kWh's	kWh's
Industrial:		kWh's	kWh's

Residential Dwelling Design:	
Town Homes	
Semi-Detached	
< 1,500 SqFt Single Dwellings	
>1,500 <3,500 SqFt Single Dwellings	
> 3,500 SqFt Single Dwellings	

Connection Horizon

Year 1	Estimated connections in 1st year		
Year 2	Estimated connections in 2nd year		
Year 3	Estimated connections in 3rd year		
Year 4	Estimated connections in 4th year		
Year 5	Estimated connections in 5th year		
Year 6	Estimated connections in 6th year		
Year 7	Estimated connections in 7th year		
Year 8	Estimated connections in 8th year		
Year 9	Estimated connections in 9th year		
Year 10	Estimated connections in 10th year		
Year 11	Estimated connections in 11th year		
Year 12	Estimated connections in 12th year		
Year 13	Estimated connections in 13th year		
Year 14	Estimated connections in 14th year		
Year 15	Estimated connections in 15th year		

Capital Costs:	
Distribution Infrastructure:	
Transformers:	
Ducts & Structures:	

Submitted By:	
Signature:	

Proposed

E. Electrical Planning Requirements

It is essential that the following information be provided to:

a) enable an assessment to be made on the impact of the proposed project on the Electrical Distribution System.

b) enable the Distributor to prepare pertinent information for the developer.

Please supply answers to the following questions as soon as possible as electrical planning cannot proceed until the Distributor has reviewed this information.

Preliminary electrical site plan drawings are to be submitted together with this form. Electrical drawings are to be submitted to the Distributor for approval prior to any related job tenders or the commencement of any electrical construction. The drawings shall be drawn to a scale usable by the Distributor, shall show local pole locations, proposed transformer location, proposed electrical room/metering location and show how access to the metering would be gained (i.e.: the path to the metering).

Electrical site plan drawings are to be submitted to the Distributor on one (1) Paper copy and in an electronic format as approved by the Distributor.

Project Location: **(Municipal Address)** _____

Name of Project: _____

Name of Applicant: _____

Address: _____

Contact Name: _____

Address: _____

E-Mail: _____

Telephone: ( ) _____ **Fax:** ( ) _____

Service Classification (☒ as many as apply):

- ☐ Residential
- ☐ General Service < 50kW
- ☐ General Service > 50kW
- ☐ General Service >500kW
- ☐ Unmetered or Miscellaneous Load
- ☐ Temporary Service

Service Entrance Switchboard with Utility CT and PT Compartment ☐ Yes ☐ No

Capacity of Main Service (in Amperes):

Maximum rated capacity: _____

Estimated Connected Load in kW:

Maximum initial Load: _____ kW

Maximum Future Load: _____ kW

What service voltage is required (☒ one only):

- ☐ 120/240 Volt Single Phase
- ☐ 120/208 Volt Three Phase
- ☐ 347/600 Volt Three Phase
- ☐ Primary

Metering Type (☒ one only):

- ☐ Single Meter
- ☐ Multiple Meters

Quantity of Meter installations

100A or less: _____

101A to 200A: _____

more than 200A: _____

Required In-Service Date:

Month / Day / Year _____/_____/_____

Comments: **Please use the back of this form for comments** _____

Signed: _____ **Date:** _____

(Representative of Applicant)

Name: _____ **Title:** _____

_____

Proposed

F. Electric Service Meter Base/Municipal Address Verification Form – Sample

Electric Service Meter Base/Municipal Address Verification Form – Sample

LOCAL DISTRIBUTION COMPANY NAME: _____

This Form **MUST** be completed by the Owner and/or their Electrical Contractor if applicable prior to service connection.

Electric Service Civic Address:_____

Name of Owner:_____

Telephone: _____ **Fax:** _____

Name of Contractor:_____

Telephone: _____ **Fax:** _____

In area (A) provided below, carefully sketch the Front View layout of the Electric Meter Base(s).
Match the corresponding (B) **BILLING ADDRESS (INCLUDE UNIT #)** for each meter base(s) shown in (A).

(A) Front View of Electric Meter Base(s)	(B) Billing Address
	1)
	2)
	3)
	4)
	5)
	6)
	7)

The following terms are agreed upon by the undersigned at the time of submitting the form:

1. That all information contained on the form is accurate.
2. That if any information is determined to be inaccurate, the Utility will not be able to energize the service connection(s).
3. That if any information has to be corrected by Utility personnel there will be applicable charges to prepare the amended form.
4. That an amended form must be signed and returned along with payment of any applicable invoice, as per note 3, prior to further consideration as to the activation of the service connection.

I/We the undersigned, acknowledge the information provided above has been verified and is accurate.

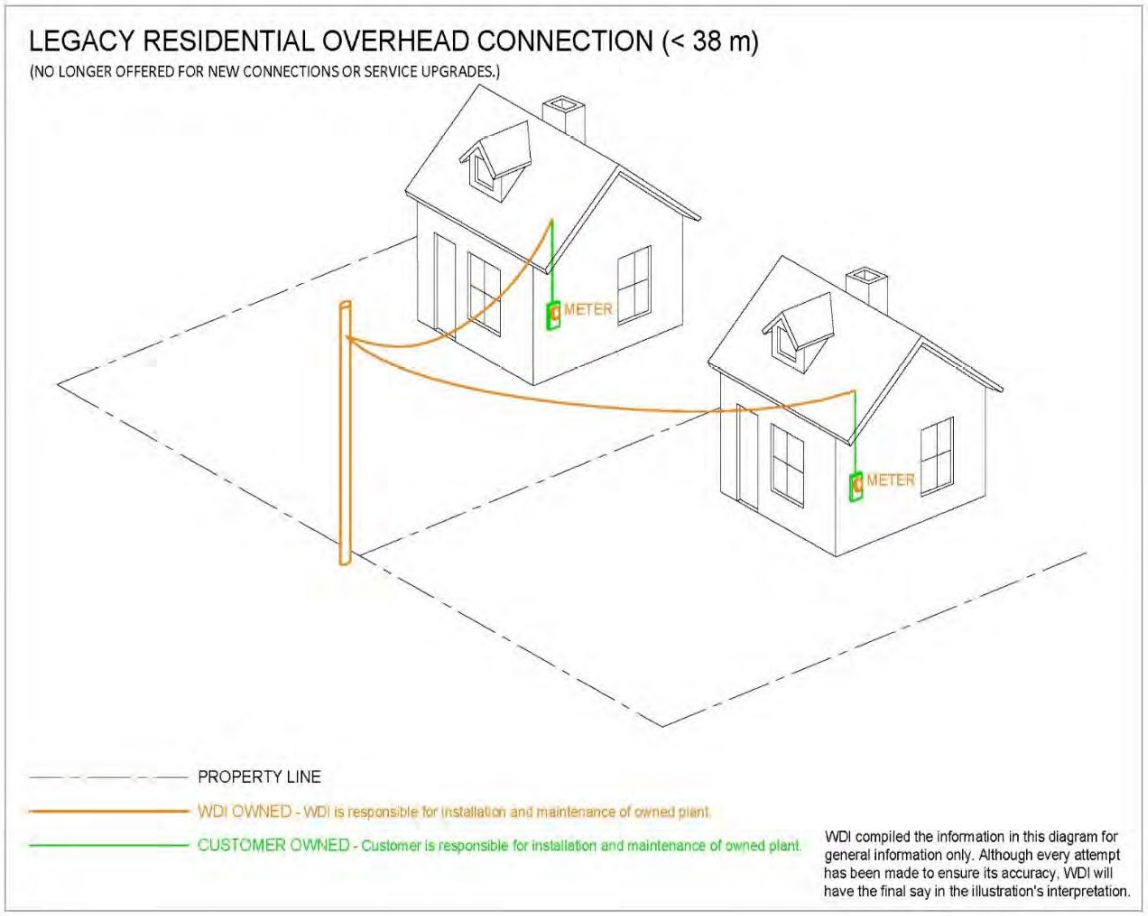
Signature of Owner:_____ **Date:**_____

Signature of Contractor:_____ **Date:**_____

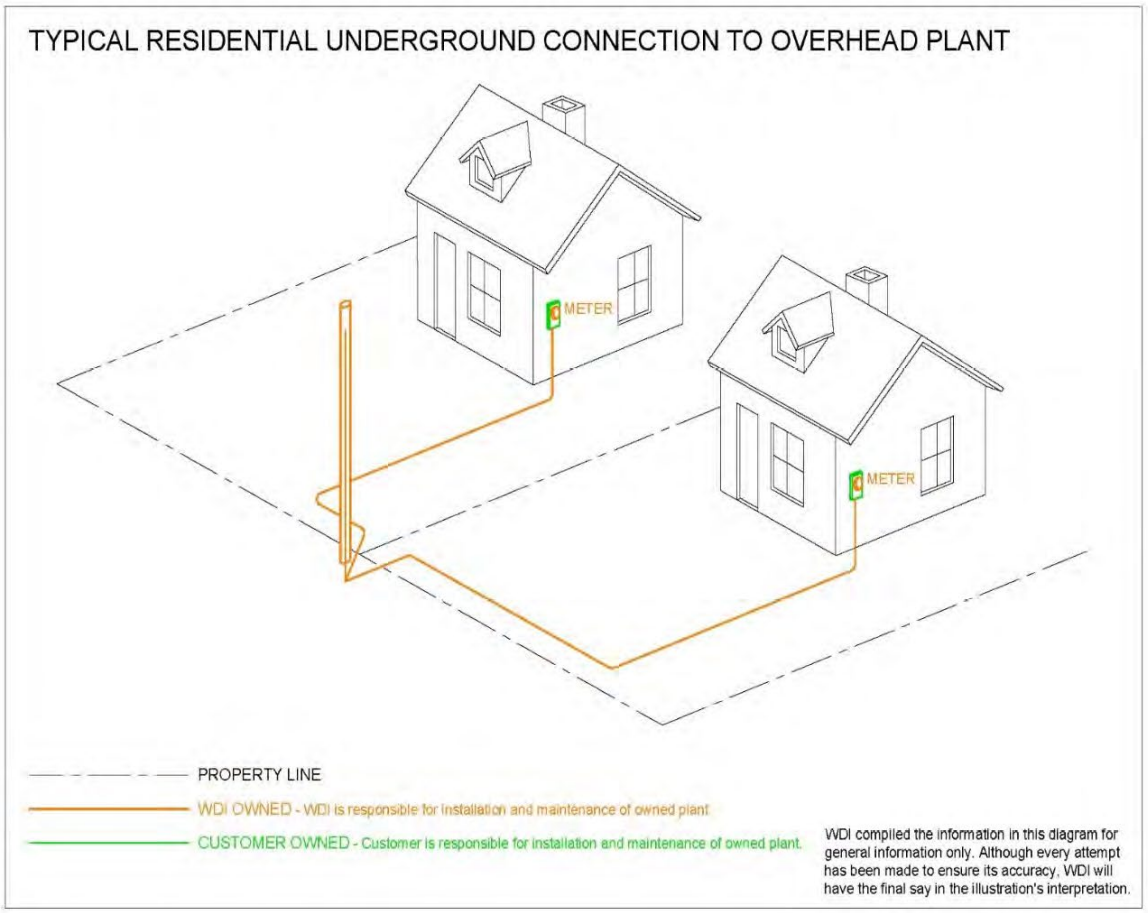
Proposed

G. Demarcation Point Interpretive Drawings

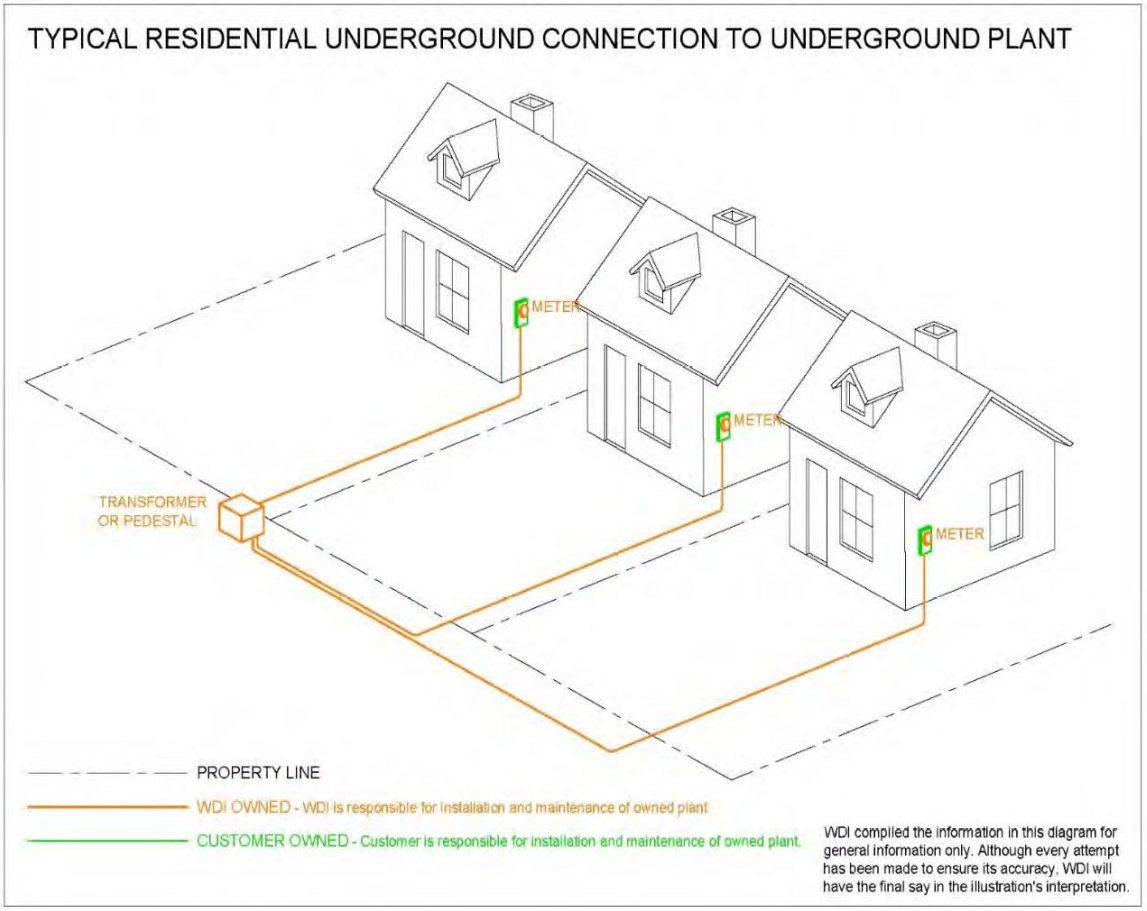
Example 1:



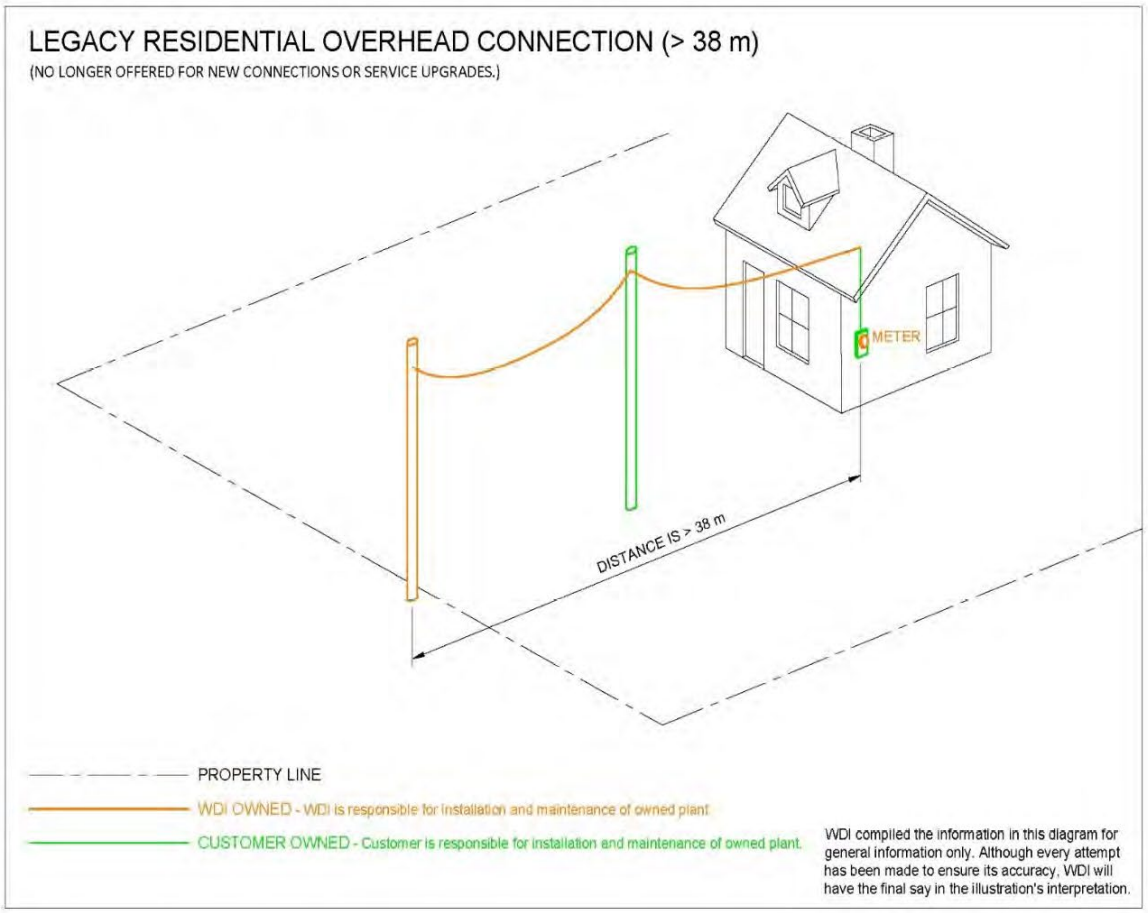
Example 2:


TYPICAL RESIDENTIAL UNDERGROUND CONNECTION TO OVERHEAD PLANT
METER
METER
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

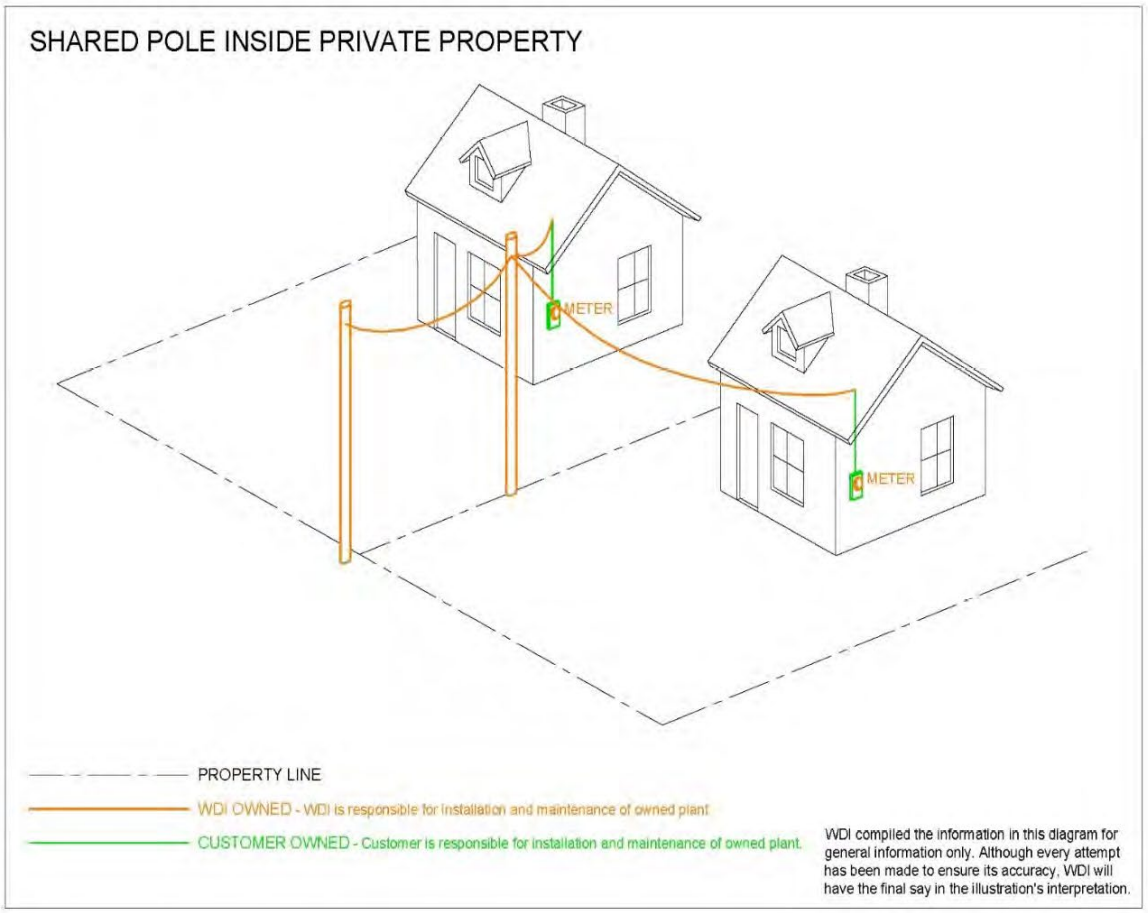
Example 3:


TYPICAL RESIDENTIAL UNDERGROUND CONNECTION TO UNDERGROUND PLANT
METER
METER
METER
TRANSFORMER
OR PEDESTAL
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

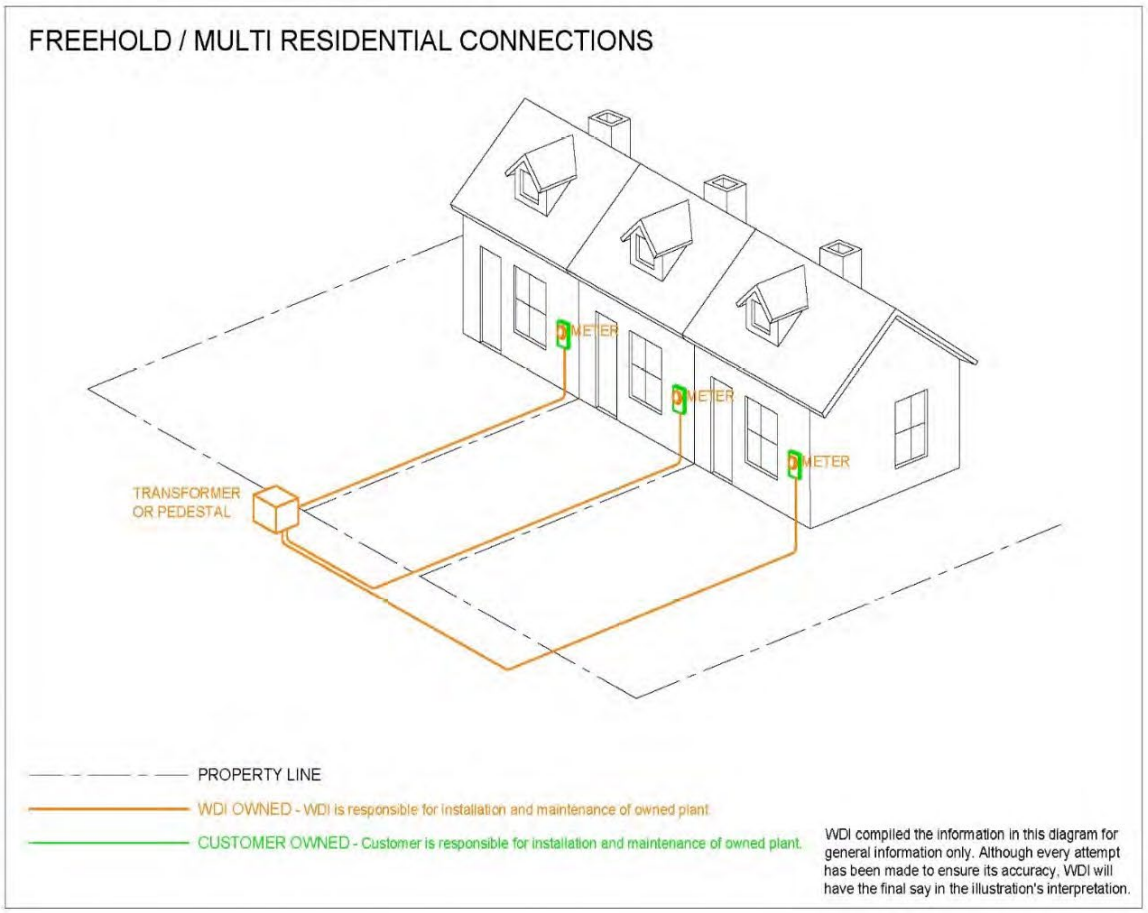
Example 4:


LEGACY RESIDENTIAL OVERHEAD CONNECTION (> 38 m)
(NO LONGER OFFERED FOR NEW CONNECTIONS OR SERVICE UPGRADES.)
METER
DISTANCE IS > 38 m
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

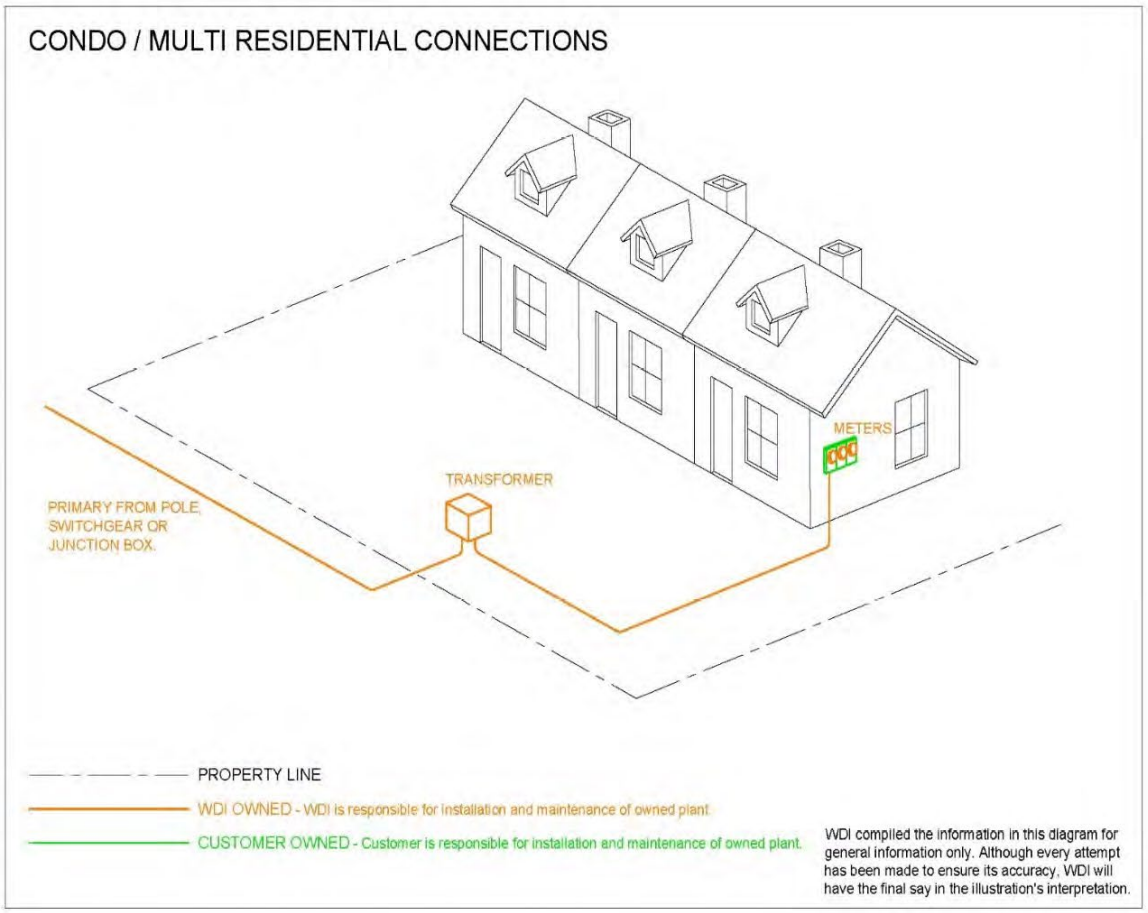
Example 5:


SHARED POLE INSIDE PRIVATE PROPERTY
METER
METER
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

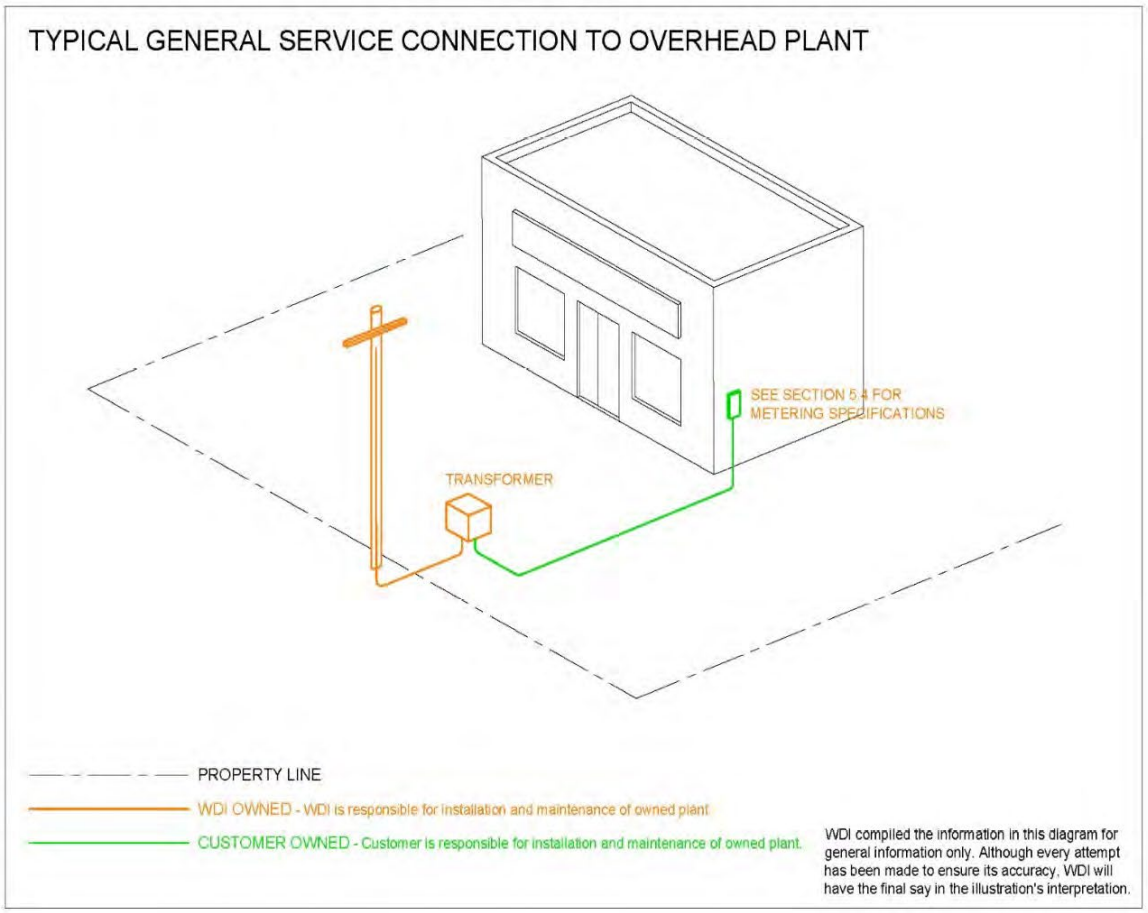
Example 6:


FREEHOLD / MULTI RESIDENTIAL CONNECTIONS
METER
METER
METER
TRANSFORMER
OR PEDESTAL
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

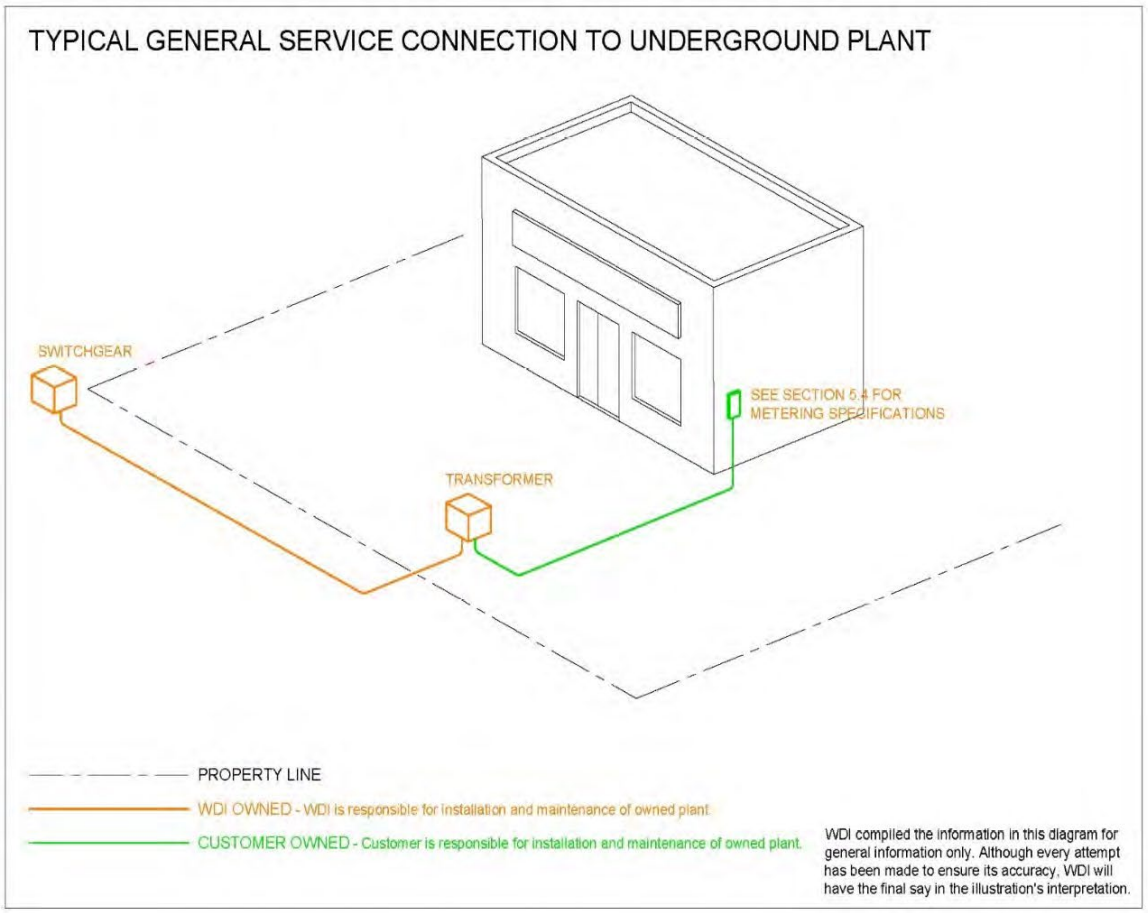
Example 7:


CONDO / MULTI RESIDENTIAL CONNECTIONS
METERS
TRANSFORMER
PRIMARY FROM POLE, SWITCHGEAR OR JUNCTION BOX.
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

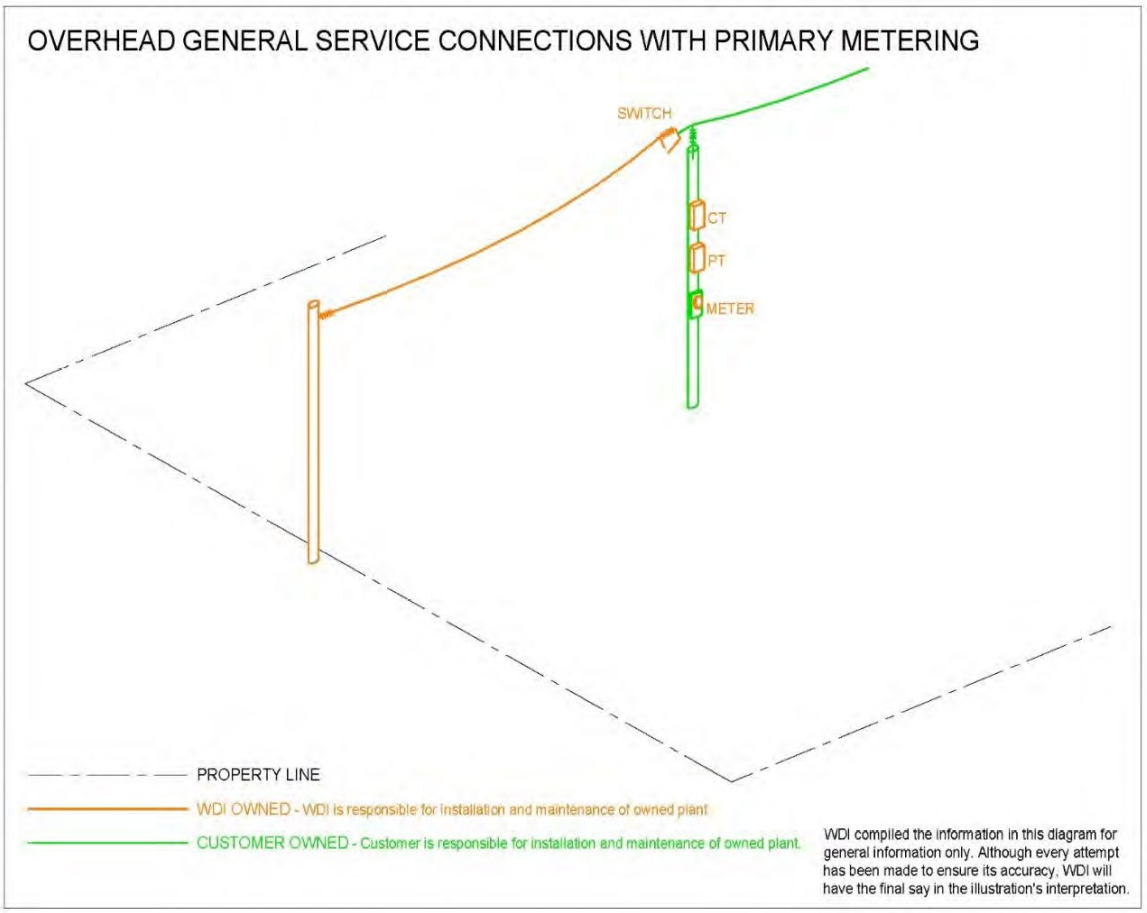
Example 8:


TYPICAL GENERAL SERVICE CONNECTION TO OVERHEAD PLANT
SEE SECTION 5.4 FOR METERING SPECIFICATIONS
TRANSFORMER
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

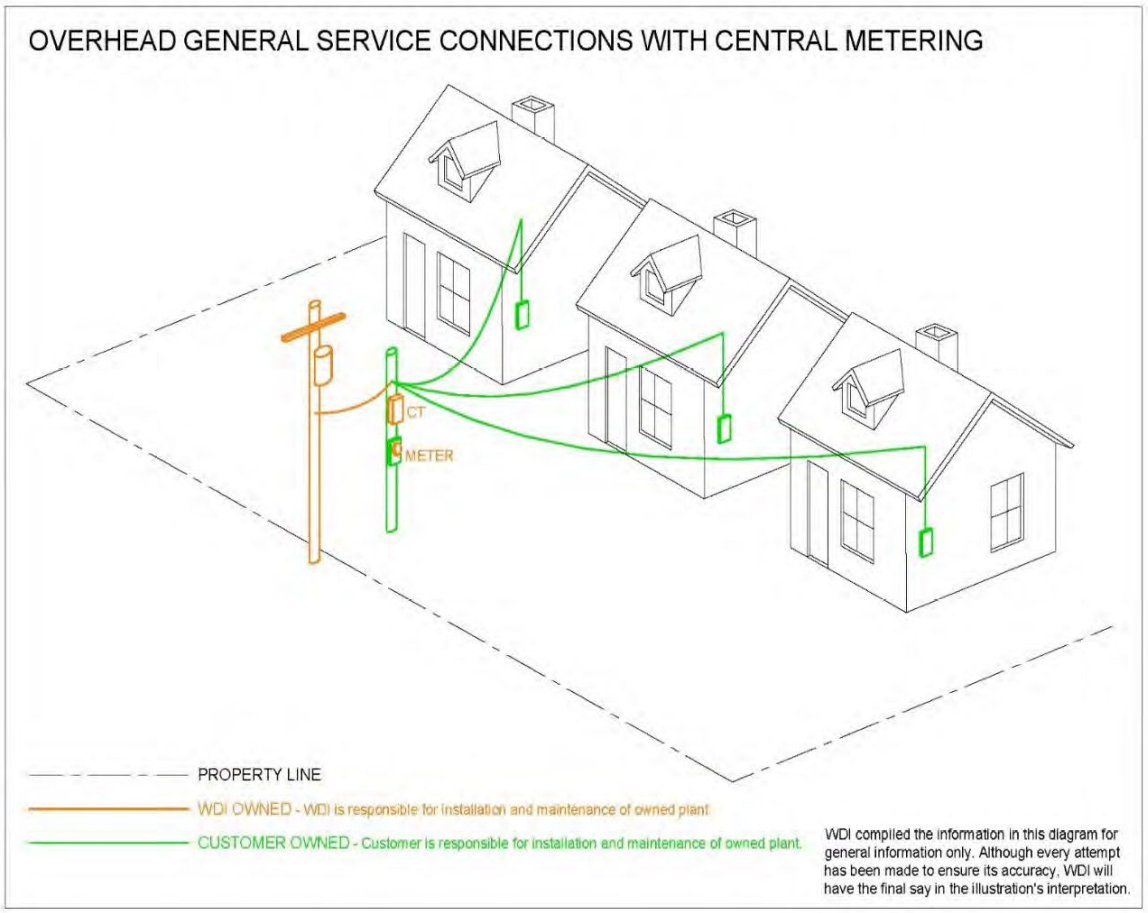
Example 9:


TYPICAL GENERAL SERVICE CONNECTION TO UNDERGROUND PLANT
SWITCHGEAR
SEE SECTION 5.4 FOR METERING SPECIFICATIONS
TRANSFORMER
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

Example 10:


OVERHEAD GENERAL SERVICE CONNECTIONS WITH PRIMARY METERING
SWITCH
CT
PT
METER
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

Example 11:


OVERHEAD GENERAL SERVICE CONNECTIONS WITH CENTRAL METERING
CT
METER
PROPERTY LINE
WDI OWNED - WDI is responsible for installation and maintenance of owned plant
CUSTOMER OWNED - Customer is responsible for installation and maintenance of owned plant.
WDI compiled the information in this diagram for general information only. Although every attempt has been made to ensure its accuracy, WDI will have the final say in the illustration's interpretation.

H. Distributor-Specific Requirements for Electric Vehicle Supply Equipment (EVSE) Connections

This section outlines the distributor specific requirements pertaining to the Electric Vehicle Charging Connection Procedures (EVCCP) and to provide clarity by addressing the connection requirements. These items can all be found on the Distributors Website.

1. Connection Request

A preliminary consultation may be requested by completing an **EV Preliminary Consultation Information Request (EVPCIR)** form and submitting it to [name LDC].
If a specific location for the EVSE has been decided and a preliminary consultation is not required, the customer shall complete a **Service Request Form** and submit it to the [name LDC].

2. Basic Connection for Non-Residential Customers

The Distributor does not have a basic connection defined for Non-Residential Electric Vehicle Supply Equipment (EVSE).

3. Offer to Connect: Estimate or Firm Offer

For the purposes of a connection (as opposed to an expansion) related to EVSE, an initial Offer to Connect ("OTC") will be based on an estimate offer and subject to a true up. For the purposes of an expansion related to EVSE, an initial OTC will be based on an estimate offer and subject to a true up.

4. Capital Contribution

The circumstances and amount in which The Distributor collects a capital contribution are described in Section 2.1.2 – Offer to Connect.

5. Work Under the Alternative Bid Option

The work in which an alternative bid option is permitted is described in Section 2.1.3 – Alternative Bid.

6. Expansion Deposit

The Distributor practices in determining an expansion deposit amount are described in Section 2.1.2 Offer to Connect.

7. Connection Agreement or Other Agreement

For all intents and purposes, an Offer to Connect along with the Commercial New Connection Request will serve as the Connection Agreement. The Offer to Connect may include a Contributed Capital requirement if an expansion is required

Proposed

8. Applicable Service Conditions for Connecting New Service

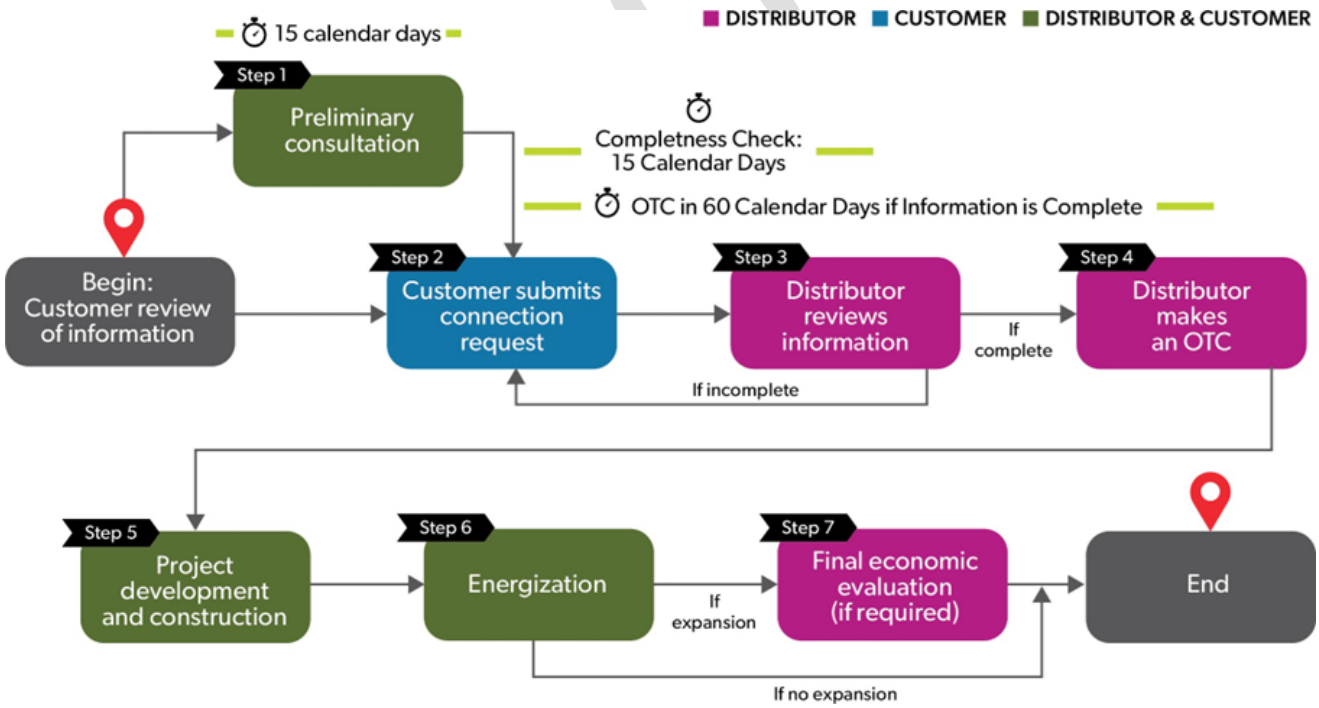
A connection for a new service request for a low voltage (<750 volts) service will be completed within 5 business days from the day on which all applicable service conditions are satisfied, or at a later date as agreed to by the customer and The Distributor.

Electric Vehicle Charging Connection Procedures (EVCCP) Overview

A customer intending to connect Electric Vehicle Supply Equipment (EVSE) to a distribution system is responsible for initiating communication with the distributor, either by requesting a preliminary consultation or by submitting a connection request. This will allow the distributor to assess whether the existing main distribution system and its connection assets are sufficient and capable of serving the additional electrical demand from the new EVSE. Additional EVSE electrical demand may require modifications or upgrades to the distributor's distribution system including, for example, installation of larger conductors and upgrading of meters and/or transformers.

A high-level process flow for EVSE connections is provided below:

High-level process flow for an EV Supply Equipment Connection:



I. OEB Distributed Energy Resources Connection Procedures (DERCP)

For the most recent document on the DERCP visit the OEB's website:
OEB Distributed Energy Resources Connection Procedures (DERCP)

Proposed