



CONDITIONS OF SERVICE

APRIL 30, 2003

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Section 1 – INTRODUCTION

1.1 Identification of Distributor and Service Area

Niagara-on-the-Lake Hydro Inc., referred to herein as “NOTL Hydro,” is a corporation incorporated under the laws of the Province of Ontario and a Distributor of electricity.

NOTL Hydro is licensed by the Ontario Energy Board (“OEB”) to supply electricity to Customers as described in the Transitional Distribution License issued to NOTL Hydro on April 1, 1999 by the OEB (“Distribution ED 1999-0109 License”). Additionally, there are requirements imposed on NOTL Hydro by the various codes referred to in the License and by the Electricity Act, 1998 and the Ontario Energy Board Act, 1998.

NOTL Hydro may only operate distribution facilities within its Licensed Territory as defined in its Distribution License. This service area is subject to change with the OEB's approval.

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

1.2 Related Codes and Governing Laws

The supply of electricity or related services by NOTL Hydro to any Customer shall be subject to various laws, regulations, and codes, including the provisions of the latest editions of the following documents:

- | | |
|-----------------------------------|----------------------------------|
| 1. Electricity Act, 1998 | } part of the Energy Competition |
| 2. Ontario Energy Board Act, 1998 | } Act, 1998 |
| 3. Distribution Licence | |
| 4. Affiliate Relationships Code | |
| 5. Transmission System Code | |
| 6. Distribution System Code | |
| 7. Retail Settlement Code | |
| 8. Standard Service Supply Code | |

In the event of a conflict between this document and the Distribution License or regulatory codes issued by the OEB, or the Energy Competition Act, 1998 (the “Act”), the provisions of the Act, the Distribution License and associated regulatory codes shall prevail in the order of priority indicated above. If there is a conflict between a Connection Agreement with a Customer and this Conditions of Service, this Conditions of Service shall govern.

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. Without limiting to the foregoing, the work shall be conducted in accordance with the latest edition of the Ontario Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects and the harmonized Electric Utility Safety Association (EUSA) rulebook.

1.3 Interpretations

In these Conditions, unless the context otherwise requires:

- Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of this Conditions;
- Words referring to the singular include the plural and vice versa;
- Words referring to a gender include any gender

1.4 Amendments and Changes

The provisions of this Conditions of Service and any amendments made from time to time form part of any Contract made between NOTL Hydro and any connected Customer, Retailer, or Generator, and this Conditions of Service supercedes all previous conditions of service, oral or written, of NOTL Hydro or any of its predecessor municipal electric utility as of its effective date.

In the event of changes to this Conditions of Service, NOTL Hydro will issue a notice with the Customer's bill. NOTL Hydro may also issue a public notice in a local newspaper and a notice on the NOTL Hydro website.

The Customer is responsible for contacting NOTL Hydro to ensure that the Customer has, or to obtain the current version of this Conditions of Service. NOTL Hydro may charge a reasonable fee for providing the Customer with a copy of this document.

1.5 Contact Information

NOTL Hydro and its agents can be contacted in person at 8 Henegan Road, Virgil, Ontario, L0S 1T0, by telephone at 905-468-4235, or by fax at 905-468-3861. Normal working hours are Monday to Friday between 8:30 a.m. and 4:30 p.m.

NOTL Hydro can also be contacted at its website at www.notlhydro.com.

In the event of an emergency, outside normal working hours, NOTL Hydro can be contacted by phone at 905-468-4235.

1.6 Customer Rights

The customer has the right to have a building connected to the distribution system if:

- a) the building lies along any of the lines of NOTL Hydro's distribution system, and;

- b) the owner, occupant or other person in charge of the building requests connection in writing.

Note that 'lies along' means that the building can be connected without expanding or reinforcing the distribution system.

The customer has the right to have the electric service disconnected, for the purpose of maintenance or upgrade of the service, through a written request with sufficient notice, stating both the date and time the service is to be disconnected,

The customer will be provided with one free disconnect/reconnect for "maintenance" on the existing service for each property (one service per property) each year (rolling year) without charge during regular business hours. A charge based on actual costs will otherwise apply.

The customer is responsible for maintenance and repair of their electrical service equipment. Should any component require replacement or repair, the new equipment or repair must comply with all current codes, regulations and specifications.

1.7 Distributor Rights

1.7.1 Access to Customer Property

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

1.7.2 Safety of Equipment

The Customer will comply with all aspects of the Ontario Electrical Safety Code with respect to insuring that equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies in a timely fashion. If the Customer does not take such action within a reasonable time, NOTL Hydro may disconnect the supply of power to the Customer.

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 NOTL Hydro, interfere with the proper and safe operation of NOTL Hydro's facilities or adversely affect compliance with any applicable legislation in the sole opinion of NOTL Hydro.

1.7.3 Operating Control

The Customer will provide a convenient and safe place, satisfactory to NOTL Hydro, for installing, maintaining and operating its equipment in, on, or about the Customer's premises. NOTL Hydro assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's premises or approaches thereto, or action, omission or occurrence beyond its control, or negligence of any Persons over whom NOTL Hydro has no control.

Unless an employee or an agent of NOTL Hydro, or other Person lawfully entitled to do so, no Person shall remove, replace, alter, repair, inspect or tamper with NOTL Hydro's equipment.

Customers will be required to pay the cost of repairs or replacement of NOTL Hydro's equipment that has been damaged or lost by the direct or indirect act or omission of the Customer or its agents.

The physical location on Customer's premises at which a distributor's responsibility for operational control of distribution equipment ends is defined by the DSC as the "operational demarcation point".

1.7.4 Repairs of Defective Customer Electrical Equipment

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of NOTL Hydro's distribution system. If the Customer does not take such action within a reasonable time, NOTL Hydro may disconnect the supply of power to the Customer.

1.7.5 Repairs of Customer's Physical Structures

The Customer is responsible for maintaining, repairing and replacing, in a safe condition satisfactory to NOTL Hydro, all the Customer's civil infrastructure on private property including but not limited to poles, underground conduits, cable pull vaults,, transformer rooms, transformer vaults and transformer pads that NOTL Hydro deems required to house NOTL Hydro's equipment.

1.8 Disputes or Complaints

Any dispute between consumers, customers, or retailers and NOTL Hydro shall be settled according to the dispute resolution process specified in Section 23 of the distribution Licence ED-1999-0109.

Records shall be kept of all complaints, including the complainant's name, the nature of the dispute, the resolution or escalation date, and the dispute resolution result or status.

1.8.1 Customers or Consumers

The customer or consumer shall submit their disputes to NOTL Hydro in writing via fax, e-mail, or mail.

Each inquiry shall be date stamped and recorded.

NOTL Hydro shall investigate the cause of the complaint and attempt in good faith to resolve the dispute within 10 business days of receipt.

Disputes that are expected to exceed 10 business days will be normally resolved within 30 business days of receipt. Consumers will be advised

within 10 business days or receipt, of the delay and reasons thereof.

Upon Mutual agreement and under unusual circumstances, the resolution period may be extended.

Any disputes that lead to legal action against the corporation shall be referred to our legal department.

Unsolved disputes shall be referred to a third party (the OEB or a OEB approved agency) for resolution.

1.8.2 Retailers

The Retailer Service Agreement, Appendix C, Article 6, outlines how disputes between NOTL Hydro and Retailers shall be settled.

Section 2 – DISTRIBUTION ACTIVITIES (GENERAL)

2.1 Connections - Process and Timing

Under the terms of the Distribution System Code, NOTL Hydro has the obligation to either connect or to make an Offer to Connect any Customers that lie in its service area.

The Customer or its representative shall consult with NOTL Hydro concerning the availability of supply, the supply voltage, service location, metering, and any other details. These requirements are separate from and in addition to those of the Electrical Safety Authority. NOTL Hydro will confirm, in writing, the characteristics of the electric supply.

The Customer or its authorized representative shall apply for new or upgraded electric services and temporary power services in writing. The Customer is required to provide NOTL Hydro with sufficient lead-time in order to ensure:

- (a) the timely provision of supply to new and upgraded premises or
- (b) the availability of adequate capacity for additional loads to be connected in existing premises.

NOTL Hydro shall make every reasonable effort to respond promptly to a Customer's request for connection. NOTL Hydro shall respond to a Customer's written request for a Customer connection within 15 calendar days of receipt of the written request. NOTL Hydro will make an offer to connect within 60 calendar days of receipt of the written request, unless other necessary information is required from the Customer before the offer can be made.

2.1.1 Building that Lies Along

For the purpose of this Conditions "lies along" means a Customer property or parcel of land that is directly adjacent to or abuts onto the public road allowance where NOTL Hydro has distribution facilities of the appropriate voltage and capacity.

Under the terms of the Distribution System Code, NOTL Hydro has the obligation to connect (under Section 28 of the Electricity Act, 1998) a building or facility that “lies along” its distribution line, provided:

- a) the building can be connected to NOTL Hydro’s distribution system without an Expansion or Enhancement and,
- b) the service installation meets the conditions listed in the Conditions of Service of NOTL Hydro.

The location of the Customer's service entrance equipment will be subject to the approval of NOTL Hydro and the Electrical Safety Authority.

2.1.2 Expansions / Offer to Connect

Under the terms of the Distribution System Code, NOTL Hydro is required to make an “Offer to Connect” if, in order to connect a Customer, NOTL Hydro must construct new distribution system facilities or increase the capacity of existing distribution facilities (i.e. an “Expansion” of its system).

Customers may seek an alternative bid for construction of new distribution facilities when the construction does not involve existing circuits.

In the offer to connect NOTL Hydro will detail the scope of the work, what portion is subject to alternative bid and the requirements if a customer proceeds with an alternate bid to undertake the work related to the expansion. NOTL Hydro will continue to be responsible for the maintenance and reliability of the system and as such will carry out planning, preliminary design and verification that the installed system meets NOTL Hydro standards.

The customer is required to pay the cost of system expansion or reinforcement that is required to supply their loads. A credit will be allowed which will offset the cost in whole or in part based on an economic evaluation (for details see Appendix B) of the DSC. An economic evaluation based on NOTL Hydro’s forecast of the customer’s load, will determine whether the future net revenue of NOTL Hydro will pay for the capital and on-going maintenance costs of the expansion project. The cost will include both the expansion of the system attributable directly to the customer’s project as well the cost for the general enhancement of the system.

NOTL Hydro will perform an economic evaluation to determine whether the future revenue from the Customer will pay for the capital and on-going maintenance costs of the Expansion project (refer to methodology and assumptions in the DSC Code –Appendix B). At the discretion of NOTL Hydro, the capital costs for the Expansion may include incremental costs associated with the full use of NOTL Hydro’s existing spare facilities or equipment, which may result in an adverse impact to future Customers. The economic evaluation will be based on the Customer’s proposed load (“Estimated Incremental Demand”).

NOTL Hydro may charge a Customer that chooses to pursue an alternative

bid any costs incurred by NOTL Hydro associated with the expansion project, including but not limited to the following:

- costs for additional design, engineering, or installation of facilities required to complete the project that were made in addition to the original Offer to Connect
- costs for inspection or approval of the work performed by the contractor hired by the Customer.
- costs for connection of the expansion project to the existing NOTL Hydro Distribution System

2.1.2.1 Security Deposit

To keep NOTL Hydro harmless in respect of the expansion fees and operating and maintenance costs for an Expansion, an Offer to Connect may require Customers to provide a security deposit to cover the difference between the actual expansion fees and the amount of the capital contribution paid by the Customer, in accordance with NOTL Hydro's economic evaluation of the Expansion.

The security deposit must be in the form of (i) cash or cheque or (ii) an irrevocable commercial letter of credit issued by a financial institution acceptable to NOTL Hydro. NOTL Hydro will not accept third party guarantees. This security deposit is in addition to any other charges or deposits that may be required by NOTL Hydro and is to be provided **prior to** the commencement of any expansion work.

2.1.3 Connection Denial

NOTL Hydro is not obligated to connect a building within its service area if the connection would result in any of the following:

- Contravention of existing laws of Canada and the Province of Ontario
- Violations of conditions in NOTL Hydro's Licence
- Use of a distribution system line for a purpose that it does not serve and that the Distributor does not intend to serve
- Adverse affect on the reliability or safety of the distribution system
- Public safety reasons or imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system
- A material decrease in the efficiency of the distributor's distribution system
- A materially adverse effect on the quality of distribution services received by an existing connection
- Discriminatory access to distribution services

- If the person requesting the connection owes NOTL Hydro money for Distribution services.
- Potential increases in monetary amounts that already are in arrears with the distributor
- If an electrical connection to NOTL Hydro's distribution system does not meet NOTL Hydro's design requirements
- Any other conditions documented in NOTL Hydro's Conditions of Service document.

If NOTL Hydro refuses to connect a building in its service area that lies along one of its distribution lines, NOTL Hydro shall inform the person requesting the connection of the reasons for the denial, and where NOTL Hydro is able to provide a remedy, make an offer to connect. If NOTL Hydro is not capable of resolving the issue, it is the responsibility of the Customer to do so before a connection can be made.

2.1.4 Inspections Before Connections

All Customer electrical installations shall be inspected and approved by the Electrical Safety Authority and must also meet NOTL Hydro's requirements. NOTL Hydro requires notification from the Electrical Safety Authority of this approval prior to the energization of a Customer's supply of electricity. Services that have been disconnected for a period of six months or longer must also be re-inspected and approved by the Electrical Safety Authority, prior to reconnection.

Temporary services, typically used for construction purposes and for a period of twelve months or less, must be approved by the Electrical Safety Authority and must be re-inspected should the period of use exceed twelve months.

Customer-owned substations must be inspected by both the Electrical Safety Authority and NOTL Hydro.

Transformer vaults and bases shall be inspected and approved by NOTL Hydro prior to the installation of NOTL Hydro's equipment.

Connection to existing duct banks or vaults shall be done only by a contractor approved by NOTL Hydro. All work done on existing NOTL Hydro's plant must be authorized by NOTL Hydro and carried out in accordance with all applicable safety acts and regulations.

Provision for metering shall be inspected and approved by NOTL Hydro prior to energization.

2.1.5 Relocation of Plant

When requested to relocate distribution plant, NOTL Hydro will exercise its rights and discharge its obligations in accordance with existing acts, by-laws and regulations including the *Public Service Works on Highways Act*, formal agreements, easements and law. In the absence of existing agreements,

NOTL Hydro is not obligated to relocate the plant. However, NOTL Hydro shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner will include a response to the requesting party that explains the feasibility or unfeasibility of the relocation and a fair and reasonable charge for relocation based on cost recovery principles.

In the course of maintaining and enhancing NOTL Hydro's distribution plant NOTL Hydro may need to relocate distribution plant that is owned by NOTL Hydro. Costs associated with such relocation(s) shall be borne by NOTL Hydro, except that, in accordance with Section 3.2 hereof, if the Customer requests that such maintenance or construction activities be done outside NOTL Hydro's normal working hours, the Customer shall pay for 100% of costs incurred by NOTL Hydro as a result thereof.

2.1.6 Easements

To maintain the reliability, integrity and efficiency of the distribution system, NOTL Hydro has the right to place supply facilities on private property and to have easements registered against title to the property. Easements are required where facilities serve customers other than property where the facilities are located and/or where NOTL Hydro deems it necessary.

The Customer will prepare at its own cost any required reference plan and easement documents to the satisfaction of NOTL Hydro. Four copies of the deposited reference plan and easement documents must be supplied to NOTL Hydro.

2.1.7 Contracts

2.1.7.1 Contract for New or Modified Electricity Service

NOTL Hydro shall only connect a Building for a new or modified supply of electricity upon receipt by NOTL Hydro of a completed and signed contract for service in a form acceptable to NOTL Hydro, payment to NOTL Hydro of any applicable connection charge, and an inspection and approval by the Electrical Safety Authority of the electrical equipment for the new service.

2.1.7.2 Implied Contract

In all cases, notwithstanding the absence of a written contract, NOTL Hydro has an implied contract with any Customer that is connected to NOTL Hydro's distribution system and receives distribution services from NOTL Hydro. The terms of the implied contract are embedded in NOTL Hydro's Conditions of Service, the Rate Handbook, NOTL Hydro's rate schedules, NOTL Hydro's licence, the Distribution System Code, the Standard Supply Service Code and the Retail Settlement Code, all as amended from time to time.

Any Person(s) who take or use electricity delivered and/or supplied by NOTL Hydro shall be liable for payment for such electricity. Any implied contract for the supply of electricity by NOTL Hydro shall be binding upon the heirs, administrators, executors, successors or assigns of the Person(s) who took and/or used electricity supplied by NOTL Hydro. In the absence of

a contract for electricity with a tenant, or in the event the electricity is used by a Person(s) unknown to NOTL Hydro, then the cost for electricity consumed by such Person(s) is due and payable by the owner(s) of such property.

2.1.7.3 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:

- construction sites
- mobile facilities
- non-permanent structures
- special occasions, etc.
- generation

2.1.7.4 Connection Agreements

NOTL Hydro may require a Customer to enter into a Connection Agreement in a form acceptable to NOTL Hydro. Until such time as the Customer executes such a Connection Agreement with NOTL Hydro, the Customer shall be deemed to have accepted and agreed to be bound by all of the terms of the NOTL Hydro Connection Agreement.

2.1.7.5 Payment by Building Owner

The owner of a Building is responsible for paying for the supply of electricity by NOTL Hydro to the owner's Building except for any supply of electricity to the Building by NOTL Hydro in accordance with a request for electricity by an occupant(s) of the Building. A Building owner wishing to terminate the supply of electricity to its Building must notify NOTL Hydro in writing. Until NOTL Hydro receives such written notice from the Building owner, the Building owner or the occupant(s), as applicable, shall be responsible for payment to NOTL Hydro for the supply of electricity to such Building. NOTL Hydro may refuse to terminate the supply of electricity to an owner's Building when there are occupant(s) in the Building who have signed a contract for electric service and energy or during certain periods of the winter.

2.1.7.6 Opening and Closing of Accounts

A Consumer who wishes to open or close an account for the supply of electricity by NOTL Hydro shall contact NOTL Hydro by phone, by written request (including requests submitted by facsimile), or other means acceptable to NOTL Hydro.

The Consumer shall be responsible for payment to NOTL Hydro for the supply of electricity to the property up to the date NOTL Hydro is notified of the termination of the account.

2.2 Disconnection

NOTL Hydro reserves the right to disconnect the supply of electrical energy for causes not limited to:

- Contravention of the laws of Canada or the Province of Ontario.
- Adverse effect on the reliability and safety of the distribution system.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system.
- A material decrease in the efficiency of the distributor's distribution system.
- A materially adverse effect on the quality of distribution services received by an existing connection
- Discriminatory access to distribution services
- Inability of NOTL Hydro to perform planned inspections and maintenance.
- Failure of the Consumer or Customer to comply with a directive of NOTL Hydro that NOTL Hydro makes for purposes of meeting its licence obligations.
- Overdue amounts payable to NOTL Hydro for the distribution or retail of electricity
- Electrical disturbance propagation caused by Customer equipment that are not corrected in a timely fashion
- Any other conditions identified in this Conditions of Service document

NOTL Hydro may disconnect the supply of electricity to a Customer without notice in accordance with a court order, or for emergency, safety or system reliability reasons.

2.2.1 Disconnection For Non-Payment of Overdue Accounts

Immediately following the due date, steps will be taken to collect the full amount of the bill. NOTL Hydro will implement our credit and collections policy (refer to Appendix 1-Credit & Collection Policy) as it refers to disconnect and reconnect policies. Such discontinuance of service does not relieve the Customer of the liability for arrears or minimum bills for the balance for the term of contract, nor shall NOTL Hydro be liable for any damage to the Customer's premises resulting from such discontinuance of service. Disconnect notices will be in writing and if given by mail shall be deemed to be received on the third business day after mailing.

Notwithstanding the foregoing, NOTL Hydro shall not shut off the distribution of electricity to a property for non-payment as set forth above during such periods as may be prescribed by regulations under the *Electricity Act, 1998*.

Upon discovery that a hazardous condition or disturbance propagation (feedback) exists, NOTL Hydro will notify the Customer to rectify the condition at once. In case the Customer fails to make satisfactory arrangements to remedy the condition within seven calendar days after a

disconnect notice has been given to the Customer, the service may be disconnected and not restored until satisfactory arrangements to remedy the condition have been made.

NOTL Hydro shall not be liable for any damage to the Customer's premises resulting from such discontinuance of service. Disconnect notices will be in writing and if given by mail shall be deemed to be received on the third business day after mailing.

Upon receipt of a Disconnection request by the Customer, NOTL Hydro will disconnect and/or remove NOTL Hydro's assets.

2.2.2 Unauthorized Energy Use

NOTL Hydro reserves the right to disconnect the supply of electrical energy to a Customer for causes not limited to energy diversion, fraud or abuse on the part of the Customer. Such service may not be reconnected until the Customer rectifies the condition and provides full payment to NOTL Hydro including all costs incurred by NOTL Hydro arising from unauthorized energy use, including inspections, administrative and legal costs, repair costs, and the cost of disconnection and reconnection.

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guaranty of Supply

NOTL Hydro will endeavour 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 Consumer by reason of any failure in respect thereof.

Customers requiring a higher degree of security than that of normal supply are responsible to provide their own back-up or standby facilities. Customers may require special protective equipment at their premises to minimize the effect of momentary power interruptions.

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.

During an emergency, NOTL Hydro may interrupt supply to a Consumer in response to a shortage of supply, or to effect repairs on the distribution system, or while repairs are being made to Consumer-owned equipment.

NOTL Hydro shall have rights to access to a property in accordance with section 40 of the *Electricity Act, 1998* and any successor acts thereto.

To assist with distribution system outages or emergency response, NOTL Hydro may require a Consumer to provide NOTL Hydro with emergency access to Consumer-owned distribution equipment that normally is operated

by NOTL Hydro or NOTL Hydro-owned equipment on Consumer's property.

2.3.2 Power Quality

2.3.2.1 Power Quality Testing

Where a Consumer provides evidence or data indicating that a power quality or EMI problem may be originating from NOTL Hydro distribution system, NOTL Hydro will perform investigative analysis to attempt to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and power quality monitoring.

Upon determination of the cause resulting in the power quality concern, where it is deemed a system delivery issue and where industry standards are not met, NOTL Hydro will recommend and/or take appropriate mitigation measures. NOTL Hydro will take appropriate actions to control power disturbances found to be detrimental to the Consumers. If NOTL Hydro is unable to correct the problem without adversely affecting other NOTL Hydro Consumers, then it is not obligated to make the corrections. NOTL Hydro will use appropriate industry standards (such as IEC or IEEE standards) and good utility practice as a guideline. If the problem lies on the Consumer side of the system, NOTL Hydro may seek reimbursement from the Consumer for the costs incurred in its investigation.

2.3.2.2 Prevention of Voltage Distortion on Distribution

Consumers having non-linear load shall not be connected to NOTL Hydro's distribution system unless power quality is maintained by implementing proper corrective measures such as installing proper filters, and/or grounding. Further, to ensure the distribution system is not adversely affected, power electronics equipment installed must comply with IEEE Standard 519-1992. The limit on individual harmonic distortion is 3%, while the limit on total harmonic distortion is 5%.

2.3.2.3 Obligation to Help in the Investigation

If NOTL Hydro determines the Consumer's equipment may be the source causing unacceptable harmonics, voltage flicker or voltage level on NOTL Hydro's distribution system, the Consumer is obligated to help NOTL Hydro by providing required equipment information, relevant data and necessary access for monitoring the equipment.

2.3.2.4 Timely Correction of Deficiencies

If an undesirable system disturbance is being caused by Consumer's equipment, the Consumer will be required to cease operation of the equipment until satisfactory remedial action has been taken by the Consumer at the Consumer's cost. If the Consumer does not take such action within a reasonable time, NOTL Hydro may disconnect the supply of power to the Consumer.

2.3.2.5 Notification for Interruptions

Although it is NOTL Hydro's policy to minimize inconvenience to Consumers, it is necessary to occasionally interrupt a Consumer's supply to allow work on the electrical system. NOTL Hydro will endeavor to provide such Consumers with reasonable notice of planned power interruptions. However, interruption times may change due to inclement weather or other unforeseen circumstances. NOTL Hydro shall not be liable in any manner to such Consumers for failure to provide such notice of planned power interruptions or for any change to the schedule for planned power interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

However, during an emergency, NOTL Hydro may interrupt supply to a Consumer in response to a shortage of supply or to effect repairs on NOTL Hydro's distribution system or while repairs are being made to Customer-owned equipment

2.3.2.6 Notification to Consumers on Life Support

Consumers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. Consumers with life support system are encouraged to inform NOTL Hydro of their medical needs and their available backup power. These Consumers are responsible for ensuring that the information they provide NOTL Hydro is accurate and up-to-date.

2.3.2.7 Emergency Interruptions for Safety

NOTL Hydro will endeavour to notify Consumers prior to interrupting the supply to any 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 NOTL Hydro or the public, service may be interrupted without notice.

2.3.2.8 Emergency Service (Trouble Calls)

NOTL Hydro will exercise reasonable diligence and care to deliver a continuous supply of electrical energy to the Consumer. However, NOTL Hydro cannot guarantee a supply that is free from interruption.

When power is interrupted, the Consumer should first ensure that failure is not due to blowing of fuses within the installation. If, on examination, it appears that NOTL Hydro's main source of supply has failed, the Consumer should report these conditions at once to NOTL Hydro by calling 905-468-4235.

NOTL Hydro will initiate restoration efforts as rapidly as practicable.

2.3.2.9 Outage Reporting

Depending on the outage, duration and the number of Consumers affected, NOTL Hydro may issue a news release to advise the general public of the outage. In turn, news radio stations may call for information on a 24-hour basis when they hear of an outage.

2.3.3 Electrical Disturbances

NOTL Hydro shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure as defined in Section 2.3.5 of this Conditions.

Voltage fluctuations and other disturbances can cause flickering of lights and other serious difficulties for Consumers connected to NOTL Hydro's distribution system. Customers must ensure that their equipment does not cause disturbances such as harmonics and spikes that might interfere with the operation of adjacent Consumer equipment. Equipment that may cause disturbances includes large motors, welders and variable speed drives, etc. In planning the installation of such equipment, the Customer must consult with NOTL Hydro.

Customers who may require an uninterrupted source of power supply or a supply completely free from fluctuation and disturbance must provide their own power conditioning equipment for these purposes.

2.3.4 Standard Voltage Offerings

2.3.4.1 Primary Voltage

The primary voltage to be used will be determined by NOTL Hydro for both NOTL Hydro-owned and Customer-owned transformation. Depending on what voltage of the plant that "lies along", the preferred primary voltage will be at 27.6/ 16 kV grounded wye, three phase, four-wire system.

2.3.4.2 Supply Voltage Offerings

Depending on the type of distribution plant that "lies along", the preferred secondary voltage may be:

120/240V, single phase, or

120/208V, three phase, 4 wire

347/600V, three phase, 4 wire.

2.3.5 Voltage Guidelines

NOTL Hydro maintains service voltage at the Customer's service entrance within the guidelines of C.S.A. Standard CAN3-C235-87 (latest edition) which allows variations from nominal voltage of,

5% for Normal Operating Conditions

8% 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 should 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 should 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.

NOTL Hydro shall practice reasonable diligence in maintaining voltage levels, but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the transmitter or host Distributor. NOTL Hydro shall not be liable for any delay or failure in the performance of any of its obligations under this Conditions of Supply due to any events or causes beyond the reasonable control of NOTL Hydro, including, without limitation, severe weather, flood, fire, lightning, other forces of nature, acts of animals, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes (“Force Majeure”).

2.3.6 Back-up Generators

Customers with portable or permanently connected generation capability used for emergency back-up shall comply with all applicable criteria of the Ontario Electrical Safety Code. In particular, the Customer shall ensure that Customer’s emergency generation does not parallel with NOTL Hydro’s system without a proper interface protection and does not adversely affect NOTL Hydro’s distribution system.

Customers with permanently connected emergency generation equipment shall notify NOTL Hydro regarding the presence of such equipment.

2.3.7 Metering

NOTL Hydro will supply, install, own, and maintain all meters, instrument transformers, ancillary devices, and secondary wiring required for revenue metering.

Additional metering requirements are listed in the Distribution System Code. Metered Market Participants in the Independent Electricity Market Operator (“IMO”) administered wholesale market must meet or exceed all IMO metering requirements.

2.3.7.1 General

NOTL Hydro will typically install metering equipment at the Customer supply voltage. The Customer must provide a convenient and safe location

satisfactory to NOTL Hydro, for the installation of meters, wires and ancillary equipment. Meters for new or upgraded residential services will be mounted outdoors on a meter socket approved by NOTL Hydro.

No person, except those authorized by NOTL Hydro, may remove, connect, or otherwise interfere with meters, wires, or ancillary equipment.

The Customer will be responsible for the care and safekeeping of NOTL Hydro meters, wires and ancillary equipment on the Customer's premises. If any NOTL Hydro equipment installed on Customer premises is damaged, destroyed, or lost other than by ordinary wear and tear, tempest or lightning, the Customer will be liable to pay to NOTL Hydro the replacement cost including labour of such equipment, or at the option of NOTL Hydro, the cost of repairing the same.

The location allocated by the owner for NOTL Hydro metering shall provide direct access for NOTL Hydro staff and shall be subject to satisfactory environmental conditions, some of which are:

- Maintain a safe and adequate working space in front of equipment, not less than 1.2 metres (48") and a minimum ceiling height of 2.1 metres (84")
- Maintain an unobstructed working space in front of equipment, free from, or protected against, the adverse effects of moving machinery, vibration, dust, moisture or fumes

Where NOTL Hydro deems self-contained meters to be in a hazardous location, the Customer shall provide a meter cabinet or protective housing.

Any compartments, cabinets, boxes, sockets, or other work-space provided for the installation of NOTL Hydro's metering equipment shall be for the exclusive use of NOTL Hydro. No equipment, other than that provided and installed by NOTL Hydro, may be installed in any part of the NOTL Hydro metering work-space.

2.3.7.1.1 Multi-Unit Buildings

NOTL Hydro will provide the "house meter" at no cost to the customer. Additional meters will be provided by NOTL Hydro at the customers expense. The Customer shall permanently and legibly identify each metered service with respect to its specific address, including unit or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets, and meter mounting devices.

2.3.7.2 Current Transformer Boxes

Where instrument transformers are incorporated in low voltage switchgear, the size of the chamber and number of instrument transformers shall specified by NOTL Hydro.. A separate meter cabinet must be supplied and

installed by the Customer and located to the satisfaction of NOTL Hydro. The cabinet and the compartment will be connected by an empty 1½ inch conduit, the length of which shall not exceed 20 m, and which shall include a maximum of three 90° bends. The conduit will be provided for the exclusive use of NOTL Hydro. No fittings with removable covers are permitted.

The meter cabinet shall be grounded by a minimum #6 copper grounding conductor, not installed in the above conduit. The Customer shall install a strong nylon or polyrope pull line in the conduit, with an excess of 1500 mm loop left at each end.

The final layout and arrangements of components must be approved by NOTL Hydro prior to fabrication of equipment.

2.3.7.3 Interval Metering

Interval meters will be installed for all new or upgraded services where the peak demand is forecast to be 500 kW or greater, or for any Customer wishing to participate in the spot market pass-through pricing. Prior to the installation of an interval meter, the Customer must provide a ½ inch conduit from their telephone room to the meter cabinet. NOTL Hydro will arrange for the installation of a telephone line, terminated in the meter cabinet for the exclusive use of NOTL Hydro to retrieve interval meter data. The Customer will be responsible for the installation and ongoing monthly costs of operating the phone line. The phone line will be direct dial voice quality, active 24 hours per day, and energized prior to meter installation.

The Customer will be responsible for monthly costs of meter interrogation.

Other Customers that request interval metering shall compensate NOTL Hydro 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 reverification of the meter, installation, administration 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.

2.3.7.4 Meter Reading

The Customer must provide or arrange free, safe and unobstructed access during regular business hours to any authorized representative of NOTL Hydro for the purpose of meter reading, meter changing, or meter inspection. Where premises are closed during NOTL Hydro's normal business hours, the Customer must, on reasonable notice, arrange such access at a mutually convenient time. In the case of a customer missing two arranged appointments for the purpose of a meter read, the third or subsequent attempts will be charged to the customer based on actual internal costs.

2.3.7.5 Final Meter Reading

When a service is no longer required, the Customer shall provide sufficient notice of the date the service is to be discontinued so that NOTL Hydro can obtain a final meter reading as close as possible to the final reading date. The

Customer shall provide access to NOTL Hydro 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.

2.3.7.6 Faulty Registration of Meters

Metering electricity usage for the purpose of billing is governed by the federal Electricity and Gas Inspection Act and associated regulations, under the jurisdiction of Measurement Canada, Industry Canada. NOTL Hydro's revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registration, NOTL Hydro 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 NOTL Hydro, due regard being given to any change in the characteristics of the installation and/or the demand. If Measurement Canada, Industry Canada determines that the Customer was overcharged, NOTL Hydro will reimburse the Customer for the amount incorrectly billed.

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. NOTL Hydro will correct the bills for that period in accordance with the regulations under the Electricity and Gas Inspection Act.

2.3.7.7 Meter Dispute Testing

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Customer and NOTL Hydro without resorting to the meter dispute test.

Either NOTL Hydro or the Customer may request the service of Measurement Canada to resolve a dispute. If the Customer initiates the dispute, NOTL Hydro will charge the Customer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favor of the utility.

NOTL Hydro will follow the Billing and Customer Service Policies regarding dispute meter tests and agent's fee (refer to Appendix 2).

2.4 Tariffs and Charges

2.4.1 Service Connection

Charges for distribution services are made as set out in the Schedule of Rates available from NOTL Hydro. Notice of Rate revisions shall be published in major local newspapers. Information about changes will also be mailed to all

Customers with the first billing issued at revised rates.

2.4.1.1 Customers Switching to Retailer

There are no physical service connection differences between Standard Service Supply (SSS) Customers and third party retailers' Customers. Both Customer energy supplies are delivered through the local Distributor with the same distribution requirements. Therefore, all service connection requirements applicable to the SSS Customers are applicable to third party retailers' Customers.

2.4.1.2 Supply Deposits & Agreements

Where an owner proposes the development of premises that require NOTL Hydro to place orders for equipment for a specific project and before actual construction begins, the owner is required to sign the necessary Supply Agreement and furnish a suitable deposit before such equipment is ordered by NOTL Hydro.

An irrevocable (standby) letter of credit or a letter of guarantee from a chartered bank, trust company or credit union is acceptable in lieu of a cash deposit.

2.4.2 Energy Supply

2.4.2.1 Standard Service Supply (SSS)

All existing NOTL Hydro Customers are Standard Service Supply (SSS) Customers until NOTL Hydro is informed of their switch to a competitive electricity supplier. The Service Transfer Request (STR) must be made by the Customer or the Customer's authorized retailer.

2.4.2.2 Retailer Supply

Customers transferring from Standard Service Supply (SSS) to a retailer shall comply with the Service Transfer Request (STR) requirements as outlined in sections 10.5 through 10.5.6 of the Retail Settlement Code.

All requests shall be submitted as electronic file and transmitted through EBT Express. Service Transfer Request (STR) shall contain information as set out in section 10.3 of the Retail Settlement Code.

If the information is incomplete, NOTL Hydro shall notify the retailer or Customer about the specific deficiencies and await a reply before proceeding to process the transfer.

2.4.3 Deposits

Whenever required by NOTL Hydro, including, but not limited to, as a condition of supplying or continuing to supply Distribution Services, Consumers shall provide and maintain security in an amount outlined in the NOTL Hydro's Credit and Collection Policy (refer to Appendix 1)

2.4.4 Billing

NOTL Hydro may, at its option, render bills to its Customers on either a monthly, every two months, quarterly or annual basis. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by NOTL Hydro.

The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising NOTL Hydro of the reason for the dispute. NOTL Hydro will promptly investigate all disputes and advise the Customer of the results.

2.4.5 Payments and Overdue Account Interest Charges

Bills are rendered for energy services provided to the Customer. Bills are payable in full by the due date; otherwise, overdue interest charge will apply. Where a partial payment has been made by the Customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date, exclusive of arrears from previous billings.

Outstanding bills are subject to the collection process and may ultimately lead to the service being discontinued. Service will be restored once satisfactory payment has been made. Discontinuance of service does not relieve the Customer of the liability for arrears.

NOTL Hydro shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service. A reconnection charge will 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.

Customers will be required to pay special charges, on request, which may arise from a variety of conditions such as:

Transfer Charge. A change of occupancy charge will apply to all accounts taken over by a new Customer.

Collection Charge. It is sometimes necessary, for the Customer's convenience, for a NOTL Hydro employee to visit a Customer's premises to collect payment for an account. There will be a charge for this service.

Reconnection Charge. A Consumer disconnected for non-payment shall be required to pay a reconnection fee.

2.5 Customer Information

A third party who is not a retailer may request historical usage information with the written authorization of the Customer to provide their historical usage information. NOTL Hydro will provide information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Consumer information cannot reasonably be identified, at no charge to another distributor, a transmitter, the IMO or the OEB. NOTL Hydro may charge a fee that has been approved by the OEB for all other

requests for aggregated information.

At the request of a Consumer, NOTL Hydro will provide a list of retailers who have Service Agreements in effect within its distribution service area. The list will inform the Consumer that an alternative retailer does not have to be chosen in order to ensure that the Consumer receives electricity and the terms of service that are available under Standard Supply Service.

Upon receiving an inquiry from a Consumer connected to its distribution system, NOTL Hydro will either respond to the inquiry if it deals with its own distribution services or provide the Consumer with contact information for the entity responsible for the item of inquiry, in accordance with chapter 7 of the Retail Settlement Code.

An embedded distributor that receives electricity from NOTL Hydro shall provide load forecasts or any other information related to the embedded distributor's system load to NOTL Hydro, as determined and required by NOTL Hydro. A Distributor shall not require any information from another Distributor unless it is required for the safe and reliable operation of either Distributor's distribution system or to meet a Distributor's licence obligations.

Section 3-CUSTOMER CLASS SPECIFIC

3.1 Residential Services

This section refers to the supply of electrical energy to detached, semi detached or townhouse dwelling units.

The maximum service size is typically limited to 120 / 240 volt, 200 amp, 1 phase.

Service size of 120 / 240 volt, 400 amp, 1 phase may be available subject to technical constraints.

Residential services are provided overhead with the exception of the following:

1. Designated underground areas; Refer to Appendix 3
2. Areas defined by subdivision or development agreements.
3. Customer request for U/G service connection.

Refer to Appendix 4 Table 1 for Point of Demarcation, Standard Allowance and Connection Fees for residential services.

3.1.1 Overhead Services

In addition to the requirements of the Ontario Electrical Safety Code (latest edition), the following conditions shall apply:

- (i) A clevis type insulator is to be supplied and installed by the Customer.

- (ii) This point of attachment device must be located:
 - (a) Not less than 4.5 metres (15 feet) nor greater than 5.5 metres (18 feet) above grade (to facilitate proper ladder handling techniques).
 - (b) Between 150 millimetres and 300 millimetres (6-12 inches) below the service head.
 - (c) Within 914 millimetres (3 feet) of the face of the building.
- (iii) Clearance must be provided and maintained between utility conductors and finished grade of a least 4.5 meters (15 feet).

A minimum horizontal clearance of 1.0 metres (39 inches) must be provided from utility conductors and any second storey windows.
- (iv) A meter socket of an approved manufacturer shall be provided. The Customer should contact NOTL Hydro to confirm details.
- (v) Clear unobstructed access must be maintained to and in front of the meter location.
- (vi) Service locations requiring access to adjacent properties (mutual drives, narrow side set-backs, etc.) will require the completion of an easement or written consent from the property owner(s) involved.
- (vii) The approved meter base shall be mounted directly below the service mast such that the midpoint of the meter is 1.73 m (\pm 100 mm) above finished grade within 914 mm of the face of the building (in front of any existing or proposed fence), unless otherwise approved by NOTL Hydro.

3.1.2 Underground Services-Designated Areas

The standard U/G service is 120/240 volt, 200 amp, 1 phase.

NOTL Hydro will typically install and maintain service conductors for the standard service. NOTL Hydro reserves the right to require the customer to install the U/G cable due to site conditions.

In designated areas, all new service connections will be by U/G service cable. The customer will be required to pay 100 % of the connection and installation costs for the U/G service less the standard allowance for an O/H service. A minimum charge will apply.

Customers in designated U/G areas that make application to upgrade or alter existing O/H service connections are required to convert to an U/G cable connection. The customer will be required to pay 100% of the connection and installation costs with no minimum charge.

Upon application for a new or upgraded service, NOTL Hydro will complete a customer service layout indicating the connection point, conductor route and cost of connection and installation.

The cost of installation will be calculated from the connection point to the meter base location.

NOTL Hydro will establish the connection point, trench route, and meter base location.

A 200 amp rated meter base will be supplied and installed by the customer. The meter base shall be located no more than 1.5 m from the front corner of the building.

3.1.3 *Underground Services-Customer Requested*

The standard U/G service is 120 /240 volt, 200 amp, 1 phase.

NOTL Hydro will typically install and maintain service conductors for the standard service. NOTL Hydro reserves the right to require the customer to install the U/G cable due to site conditions.

In areas other than those designated as U/G service areas, customers may request new or upgraded service connection by U/G service cable. The customer will be required to pay 100% of the connection and installation costs for the U/G service less the standard allowance for an O/H service. A minimum charge will apply.

Upon application for a new or upgraded service, NOTL Hydro will complete a customer service layout indicating the connection point, conductor route and cost of connection and installation.

The cost of installation will be calculated from the connection point to the meter base location.

NOTL Hydro will establish the connection point, trench route, and meter base location.

A 200 amp rated meter base will be supplied and installed by the customer. The meter base shall be located no more than 1.5 m from the front corner of the building.

3.1.4 *Underground Services-Subdivisions*

The standard U/G service is 120 / 240 volt, 200 amp, 1 phase.

NOTL Hydro will typically install and maintain service conductors for the standard service. NOTL Hydro reserves the right to require the customer to install the U/G cable due to site conditions.

In areas developed under plan of subdivision, new services connections are provided by U/G cable.

The customer will be required to pay 100% of the connection and installation costs for the U/G service. A minimum charge will apply.

Upon application for a new or upgraded service, NOTL Hydro will complete a customer service layout indicating the connection point, conductor route and cost of connection and installation.

The cost of installation will be calculated from the connection point to the meter base location.

NOTL Hydro will establish the connection point, trench route, and meter base location.

A 200 amp rated meter base will be supplied and installed by the customer. The meter base shall be located no more than 1.5 m from the front corner of the building.

3.2 General Service Requirements

- a) The Customer shall supply the following to NOTL Hydro well in advance of installation commencement:
 - Required in-service date
 - Proposed Service Entrance equipment's Rated Capacity (Amperes) and Voltage rating and metering requirements
 - Proposed Total Load details in kVA and/or kW (Winter and Summer)
 - Locations of other services, gas, telephone, water and cable TV.
 - Details respecting heating equipment, air-conditioners, motor starting current limitation and any appliances which demand a high consumption of electrical energy
 - Survey plan and site plan indicating the proposed location of the service entrance equipment with respect to public rights-of-way and lot lines.
 - Electrical, architectural and/or mechanical drawings as required by NOTL Hydro.
- c) The Customer shall construct or install all civil infrastructure (including but not limited to poles, UG conduits, cable pull vaults, transformer room/vault/pad) on private property, that is deemed required by NOTL Hydro. All civil infrastructure are to be in accordance with NOTL Hydro's current standards, practices, specifications, this Conditions of Service and the O.E.S.C.
- d) NOTL Hydro will undertake the necessary programs to maintain and enhance its distribution plant at its expense, as part of its planned activities during normal business hours, Monday to Friday. Where a Customer request such planned activities to be done outside normal working hours, then the Customer shall pay 100% of the costs. In the event that services or facilities to a Customer need to be restored as a result of these construction or maintenance activities by NOTL Hydro, they will be restored to an equivalent condition. In addition NOTL Hydro will carry out the necessary construction and electrical work to maintain existing supplies by providing standard overhead or underground supply services to Customers affected by NOTL Hydro's construction activities. If a Customer requests special construction beyond the normal NOTL Hydro standard installation in accordance with the program, the Customer shall pay the additional cost, including engineering and administration fees.
- e) The owner may be required to supply and maintain an electrical room of

sufficient size to accommodate the service entrance and meter requirements and provide clear working space in accordance with the Ontario Electrical Safety Code.

- f) Access doors, panels, slabs and vents shall be kept free from obstructing objects. The Customer will provide unimpeded and safe access to NOTL Hydro at all times for the purpose of installing, removing, maintaining, operating or changing transformers and associated equipment.
- g) The electrical room must be located to provide safe access from the outside or main hallway, and not from an adjoining room, so that it is readily accessible to NOTL Hydro's employees and agents at all hours to permit meter reading and to maintain electric supply.
- h) The electrical room shall not be used for storage or contain equipment foreign to the electrical installation within the area designated as safe working space. All stairways leading to electrical rooms above or below grade shall have a handrail on at least one side as per the Ontario Building Code and shall be located indoors.
- i) The electrical room shall have a minimum ceiling height of 2.2 m clear, be provided with adequate lighting at the working level, in accordance with Illuminating Engineering Society (I.E.S.) standards, and a 120 V convenience outlet. The lights and convenience outlet noted above and any required vault circuit shall be supplied from a panel located and clearly identified in the electrical room.

3.2.1 General Service in Designated Areas

In designated U/G area, new upgraded General service connections will be by U/G service cable. Transformation, switchgear and any other facility required will be of the padmount type. The customer may be required to provide a suitable location on their property for padmounted equipment. Refer to Appendix 3 for Designated Areas.

3.2.2 Underground Service Requirements

The Customer shall construct or install all civil infrastructure (including but not limited to poles, UG conduits, cable chambers, cable pull rooms, transformer room/vault/pad) on private property that is deemed required by NOTL Hydro. All civil infrastructure are to be in accordance with NOTL Hydro's current standards, practices, specifications this Conditions of Service and the O.E.S.C. The Customer is responsible to maintain all its structural and mechanical facilities on private property in a safe condition satisfactory to NOTL Hydro.

The trench route must be approved by NOTL Hydro. Any deviation from this route must also be approved by NOTL Hydro. The Customer will be responsible for NOTL Hydro's costs associated with re-design and inspection services due to changes or deviations initiated by the Customer or its agents or any other body having jurisdiction.

It is the responsibility of the owner or his/her contractor to obtain clearances

from all of the utility companies (including the local Distribution company) before digging.

3.2.3 Temporary Services (other than Residential)

A temporary service is a normally metered service provided for construction purposes or special events. Temporary services can be supplied overhead or underground. The Customer will be responsible for all associated costs for **the installation and removal** of equipment required for a temporary service to NOTL Hydro's point of supply. Temporary services may be provided for a period of no more than 12 months. Temporary services must be renewed thereafter if an extension is required and the equipment for such temporary service must be reinspected at the end of the 12-month period. Refer to Appendix 4-Table 4.

Subject to the requirements of NOTL Hydro, supply will be connected after receipt of a 'Connection Authorization' from the Electrical Safety Authority, a signed contract and a deposit from the Customer.

Where meter bases are required, they must be approved by NOTL Hydro and shall be securely mounted on minimum 152 mm diameter poles (or alternative if approved by NOTL Hydro) so that the midpoint of the meter is 1.73 m (\pm 100 mm) from finished grade.

In the case of temporary overhead services, the Customer shall leave 760 mm of cable at the masthead for connection purposes.

In the case of temporary underground services, the Customer's cable shall extend to NOTL Hydro's point of supply.

3.3 General Services Less Than 50 kW

This section applies to smaller commercial, industrial and institutional developments supplied from the municipal road right of way, generally at secondary voltages.

The customer will be required to pay 100% of the cost of service connection and installation.

Refer to Appendix 4-Table 2 for Point of Demarcation, Standard Allowance and Connection Fees for General services.

3.4 General Service (Above 50 kW)

All non-residential Customers with an average peak demand between 50 kW and 999 kW over the past twelve months are to be classified as General Services above 50 kW. For new Customers without prior billing history, the peak demand will be based on 90% of the proposed capacity or installed transformer.

This section applies to commercial industrial and institutional developments, where typically a primary voltage service is required.

Where the size of the Customer's electrical service warrants, the Customer will be required to provide facilities on its property and an easement as required (i.e. on the premises to be served), acceptable to NOTL Hydro, to house the necessary transformer(s) and/or switching equipment. NOTL Hydro will provide planning details upon application for service.

One primary voltage supply will be supplied for each property. NOTL Hydro will establish the point of supply to the property.

3.4.1 Technical Information

Prior to the preparation of a design for a service, the Customer will provide the following information to NOTL Hydro including the approximate date that the Customer requires the electrical service

Site & Grading Plans

Indicate the lot number; plan numbers and the street number. The site plan shall show the location of the Building on the property relative to the property lines, any driveways and parking areas and the distance to the nearest intersection. All elevations shall be shown for all structures and proposed installations.

Mechanical Servicing Plan

Show the location on the property of all services proposed and/or existing such as water, gas, storm and sanitary sewers, telephone, et cetera.

Duct Bank Location

Show the preferred routing of the underground duct bank on the property. This is subject to approval by NOTL Hydro.

Transformer Location

Indicate the preferred location on the property for the high voltage transformation. This is subject to approval by NOTL Hydro and E.S.A.

Electrical Room Floor Plan

Indicate preferred location in the building of the electrical room and the main switchboard. Provide a plan to scale of the electrical room and provision for metering equipment.

Single Line Diagram

Show the main service entrance switch capacity, the required supply voltage, and the number and capacity of all sub-services showing provision for metering facilities, as well as the connected load breakdown for lighting, heating, ventilation, air conditioning et cetera. Also, indicate the estimated initial kilowatt demand and ultimate maximum demands.

3.4.2 Transformation

The customer may request NOTL Hydro to supply transformation and the customer will pay 100% of the actual cost.

NOTL Hydro may accept ownership of padmount transformers for installations up to and including 750 kVA-120/208 volt or 1500 kVA-347/600 volt.

NOTL Hydro may accept ownership of vault transformers for installation up to and including, 3 @ 500 kVA (1500 kVA total). The customer will provide a transformer vault that meets the OESC and NOTL Hydro requirements.

3.5 General Service (Above 1000 kW)

All non-residential Customers with an average peak demand of 1000 kW or higher over the past twelve months are to be classified as Customers over 1000 kW. For new Customers without prior billing history, the peak demand will be based on 90% of the installed transformer capacity.

Where a primary service is provided to a Customer-owned substation the Customer shall install and maintain such equipment in accordance with all applicable laws, codes, regulations, and NOTL Hydro's requirements for high voltage installations. NOTL Hydro will provide planning details upon application for service

Customer-owned substations are a collection of transformers and switchgear located in a suitable room or enclosure owned and maintained by the Customer, and supplied at primary voltage: i.e. the Supply Voltage is greater than 750 volts.

The same information and considerations apply as for other general service customers. Refer to Section 3.4 for Applicable Requirements.

3.6 Embedded Generation

NOTL Hydro will provide a connection to the NOTL Hydro Distribution System, where it is technically feasible. The cost of the connection and related protection to assure the public employees and security of the system will be charged to the embedded generator.

NOTL Hydro should be consulted for specific requirements and obligations.

3.7 Embedded Market Participant

All embedded market participants, within the jurisdiction of NOTL Hydro, once approved by the IMO are required to inform NOTL Hydro of their approved status in writing, 30 days prior to their participation in the Ontario Electricity Market.

NOTL Hydro should be consulted for specific requirements and obligations.

3.8 Embedded Distributor

All embedded distributors within the service jurisdiction of NOTL Hydro are required to inform NOTL Hydro of their status in writing 30 days prior to the supply of energy from NOTL Hydro. The terms and conditions applicable to the connection of an embedded distributor shall be included in the Connection Agreement with NOTL Hydro.

NOTL Hydro should be consulted for specific requirements and obligations.

3.9 Unmetered Connections

3.9.1 Street Lighting

All services supplied to street lighting equipment owned by or operated for a municipality or the Province of Ontario shall be classified as Street Lighting Service. For rate structure details refer to NOTL Hydro's Schedule of Rates. The owner of the street lighting service will provide conductor to the point of supply designated by NOTL Hydro. NOTL Hydro will connect street lighting services on a cost recovery basis. The ownership demarcation point is at the point of supply designated by NOTL Hydro.

3.9.2 Traffic Signals

Traffic signal installations and equipment are subject to O.E.S.C. requirements.

Traffic signals shall have a rate structure equal to general service (< 50 kW) class customer.

The ownership demarcation point is as follows:

Overhead – The top of the customers mast

Underground – The designated connection point to NOTL Hydro System. The customer will be required to provide underground conductor to the connection point.

3.9.3 Bus Shelters, Telephone booths, Signs and Miscellaneous Unmetered Loads

The above service types shall have a rate structure as General Service (< 50 kW) Class Customers and have the same terms and conditions as outlined in Section 3.8.2 above titled "Traffic Signals and Pedestrian X-walk signals/beacons".

The method and location of supply will vary and shall be established for each application through consultation with NOTL Hydro.

Section 4 – GLOSSARY OF TERMS

Sources for definitions:

A	Electricity Act, 1998, Schedule A, Section 2, Definitions
MR	Market Rules for the Ontario Electricity Market, Chapter 11, Definitions
TDL	Transitional Distribution License, Part I, Definitions
TTL	Transitional Transmission License, Part I, Definitions
DSC	Distribution System Code Definitions
RSC	Retail Settlement Code Definitions

“Accounting Procedures Handbook” means the handbook approved by the Board and in effect at the relevant time, which specifies the accounting records, accounting principles and accounting separation standards to be followed by the distributor; (TDL, DSC)

“Affiliate Relationships Code” means the code, approved by the Board and in effect at the relevant time, which among other things, establishes the standards and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies; (TDL, DSC)

“ancillary services” means services necessary to maintain the reliability of the IMO controlled grid; including frequency control, voltage control, reactive power and operating reserve services; (MR, TDL, DSC)

“apartment building” means a structure containing four or more dwelling units having access from an interior corridor system or common entrance;

“apparent power” means the total power measured in kiloVolt Amperes (kVA);

“application for service” means the agreement or contract with NOTL Hydro under which electrical service is requested;

“bandwidth” means a distributor’s defined tolerance used to flag data for further scrutiny at the stage in the VEE (validating, estimating and editing) process where a current reading is compared to a reading from an equivalent historical billing period. For example, a 30 percent bandwidth means a current reading that is either 30 percent lower or 30 percent higher than the measurement from an equivalent historical billing period will be identified by the VEE process as requiring further scrutiny and verification; (DSC)

“billing demand” means the metered demand or connected load after necessary adjustments have been made for power factor, intermittent rating, transformer losses and minimum billing. A measurement in kiloWatts (kW) of the maximum rate at which electricity is consumed during a billing period;

“Board” or **“OEB”** means the Ontario Energy Board; (A, TDL, DSC)

“building” means a building, portion of a building, structure or facility;

“complex metering installation” means a metering installation where instrument transformers, test blocks, recorders, pulse duplicators and multiple meters may be employed; (DSC)

“Conditions of Service” means the document developed by a distributor in accordance with subsection 2.4 of the Code that describes the operating practices and connection rules for the distributor; (DSC)

“connection” means the process of installing and activating connection assets in order to distribute electricity to a Customer; (DSC)

“Connection Agreement” means an agreement entered into between a distributor and a person connected to its distribution system that delineates the conditions of the connection and delivery of electricity to that connection; (DSC)

“connection assets” means 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; (DSC)

“Consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate; (A, MR, TDL, DSC)

“Customer” means a person that has contracted for or intends to contract for connection of a building. This includes developers of residential or commercial subdivisions; (DSC)

“demand” means 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; (DSC)

“demand meter” means a meter that measures a Consumer’s peak usage during a specified period of time; (DSC)

“developer” means a person or persons owning property for which new or modified electrical services are to be installed;

“disconnection” means a deactivation of connection assets that results in cessation of distribution services to a Consumer; (DSC)

“distribute”, with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less; (A, MR, TDL, DSC)

“distribution losses” means energy losses that result from the interaction of intrinsic characteristics of the distribution network such as electrical resistance with network voltages and current flows; (DSC)

“distribution loss factor” means a factor or factors 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; (RSC)

“distribution services” means services related to the distribution of electricity and the services the Board has required distributors to carry out, for which a charge or rate has been approved by the Board under section 78 of the Ontario Energy Board Act; (RSC, DSC)

“distribution system” means a system for distributing electricity, and includes any structures, equipment or other things 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; (A, MR, TDL, DSC)

“Distribution System Code” means the code, approved by the Board, and in effect at the relevant time, which, among other things, establishes the obligations of the 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; (TDL, DSC)

“distributor” means a person who owns or operates a distribution system; (A, MR, TDL, DSC)

“duct bank” means two or more ducts that may be encased in concrete used for the purpose of containing and protecting underground electric cables;

“Electricity Act” means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A; (MR TDL, DSC)

“Electrical Safety Authority” or **“ESA”** means the person or body designated under the Electricity Act regulations as the Electrical Safety Authority; (A)

“embedded distributor” means a distributor who is not a wholesale market participant and that is provided electricity by a host distributor; (RSC, DSC)

“embedded generator” or **“embedded generation facility”** means a generator whose generation facility is not directly connected to the IMO-controlled grid but instead is connected to a distribution system; (DSC)

“embedded retail generator” means an embedded generator that settles through a distributor’s retail settlements system and is not a wholesale market participant; (DSC)

“embedded wholesale Consumer” means a Consumer who is a wholesale market participant whose facility is not directly connected to the IMO-controlled grid but is connected to a distribution system; (DSC)

“embedded wholesale generator” means an embedded generator that is a wholesale market participant; (DSC)

“emergency” means any abnormal system condition that requires remedial action to prevent or limit loss of a distribution system or supply of electricity that could adversely affect the reliability of the electricity system; (DSC)

“emergency backup” means a generation facility that has a transfer switch that isolates it from a distribution system; (DSC)

“energy” means the product of power multiplied by time, usually expressed in kilowatt-hours (kWH);

“Energy Competition Act” means the Energy Competition Act, 1998, S.O. 1998, c. 15; (MR)

“energy diversion” means the electricity consumption unaccounted for but that can be quantified through various measures upon review of the meter mechanism, such

as unbilled meter readings, tap off load(s) before revenue meter or meter tampering;

“enhancement” means 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; (DSC)

“expansion” means 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; (DSC)

"extreme operating conditions" means extreme operating conditions as defined in the Canadian Standards Association ("CSA") Standard CAN3-C235-87 (latest edition);

"general service" means any service supplied to premises other than those designated as Residential and less than 50kW, Large User, or Municipal Street Lighting. This includes multi-unit residential establishments such as apartments buildings supplied through one service (bulk-metered);

“generate”, with respect to electricity, means to produce electricity or provide ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system; (A, TDL, DSC)

“generation facility” means 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 things used for that purpose; (A, MR, TDL, DSC)

“generator” means a person who owns or operates a generation facility; (A, MR, TDL, DSC)

“good utility practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America; (MR, DSC)

"house service" means that portion of the electrical service in a multiple occupancy facility which is common to all occupants, (i.e. parking lot lighting, sign service, corridor and walkway lighting, et cetera);

“IEC” means International Electrotechnical Commission;

“IEEE” means Institute of Electrical and Electronics Engineers;

“IMO” means the Independent Electricity Market Operator established under the Electricity Act; (A, TDL, DSC)

“IMO-controlled grid” means the transmission systems with respect to which,

pursuant to agreements, the IMO has authority to direct operation; (A, TDL, DSC)

“interval meter” means a meter that measures and records electricity use on an hourly or sub-hourly basis; (RSC, DSC)

"load factor" means the ratio of average demand for a designated time period (usually one month) to the maximum demand occurring in that period;

“load transfer” means a network supply point of one distributor that is supplied through the distribution network of another distributor and where this supply point is not considered a wholesale supply or bulk sale point; (DSC)

“load transfer Customer” means a Customer that is provided distribution services through a load transfer; (DSC)

"main service" refers to NOTL Hydro’s incoming cables, bus duct, disconnecting and protective equipment for a Building or from which all other metered sub-services are taken;

“market participant” has the meaning prescribed in the Market Rules;

“Market Rules” means the rules made under section 32 of the Electricity Act; (MR, TDL, DSC)

“Measurement Canada” means the Special Operating Agency established in August 1996 by the Electricity and Gas Inspection Act, 1980-81-82-83, c. 87., and Electricity and Gas Inspection Regulations (SOR/86-131; (DSC)

“meter service provider” means any entity that performs metering services on behalf of a distributor; (DSC)

“meter installation” means 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; (RSC, DSC)

"meter socket" means the mounting device for accommodating a socket type revenue meter;

“metering services” means installation, testing, reading and maintenance of meters; (DSC)

“MIST meter” means an interval meter from which data is obtained and validated within a designated settlement timeframe. MIST refers to “Metering Inside the Settlement Timeframe;” (RSC, DSC)

“MOST meter” means an interval meter from which data is only available outside of the designated settlement timeframe. MOST refers to “Metering Outside the Settlement Timeframe;” (RSC, DSC)

"multiple dwelling" means a Building which contains more than one self-contained dwelling unit;

"municipal street lighting" means all services supplied to street lighting equipment owned and operated for a municipal corporation;

“non-competitive electricity costs” means costs for services from the IMO that are not deemed by the Board to be competitive electricity services plus costs for distribution services, other than Standard Supply Service (SSS); (RSC)

"normal operating conditions" means the operating conditions comply with the standards set by the Canadian Standards Association ("CSA") Standard CAN3-C235- 87 (latest edition);

“Ontario Energy Board Act” means the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B; (MR, DSC)

“operational demarcation point” means the physical location at which a distributor’s responsibility for operational control of distribution equipment including connection assets ends at the Customer; (DSC)

“ownership demarcation point” means the physical location at which a distributor’s ownership of distribution equipment including connection assets ends at the Customer; (DSC)

“performance standards” means the performance targets for the distribution and connection activities of the distributor as established by the Board pursuant to the Ontario Energy Board Act and in the Rate Handbook; (DSC)

"person" includes an individual, a corporation, sole proprietorship, partnership, unincorporated organization, unincorporated association, body corporate, and any other legal entity;

“physical distributor” with respect to a load transfer, means the distributor that provides physical delivery of electricity to a load transfer Customer, but is not responsible for connecting and billing the load transfer Customer directly; (DSC)

"power factor" means the ratio between Real Power and Apparent Power (i.e. kW/kVA);

"primary service" means any service which is supplied with a nominal voltage greater than 750 volts;

"private property" means the property beyond the existing public street allowances;

“rate” means any rate, charge or other consideration, and includes a penalty for late payment; (TDL, DSC)

“Rate Handbook” means the document approved by the Board that outlines the regulatory mechanisms that will be applied in the setting of distributor rates; (RSC, DSC)

"reactive power" means the power component which does not produce work but is necessary to allow some equipment to operate, and is measured in kiloVolt Amperes Reactive (kVAR);

"real power" means the power component required to do real work, which is measured in kiloWatts (kW);

“Regulations” means the regulations made under the *Ontario Energy Board Act* or the *Electricity Act*; (TDL, DSC)

"residential service" means a service which is less than 50kW supplied to single family dwelling units that is for domestic or household purposes, including seasonal occupancy.

"retail", with respect to electricity means,

- a) to sell or offer to sell electricity to a Consumer
- b) to act as agent or broker for a retailer with respect to the sale or offering for sale of electricity, or
- c) to act or offer to act as an agent or broker for a Consumer with respect to the sale or offering for sale of electricity; (A, MR, TDL, DSC)

"Retail Settlement Code" means the code approved by the Board and in effect at the relevant time, which, among other things, establishes a distributor's obligations and responsibilities associated with financial settlement among retailers and Consumers and provides for tracking and facilitating Consumers transfers among competitive retailers; (TDL, DSC)

"retailer" means a person who retails electricity; (A, MR, TDL, DSC)

"secondary service" means any service which is supplied with a nominal voltage less than 750 Volts;

"service agreement" means the agreement that sets out the relationship between a licensed retailer and a distributor, in accordance with the provisions of Chapter 12 of the Retail Settlement Code; (RSC)

"service area" with respect to a distributor, means the area in which the distributor is authorized by its license to distribute electricity; (A, TDL, DSC)

"service date" means the date that the Customer and NOTL Hydro mutually agree upon to begin the supply of electricity by NOTL Hydro;

"Standard Supply Service Code" means the code approved by the Board and in effect at the relevant time, which, among other things, establishes the minimum conditions that a distributor must meet in carrying out its obligations to sell electricity under section 29 of the Electricity Act; (TDL)

"sub-service" means a separately metered service that is taken from the main Building service;

"supply voltage" means the voltage measured at the Customer's main service entrance equipment (typically below 750 volts). Operating conditions are defined in the Canadian Standards Association ("CSA") Standard CAN3-C235 (latest edition);

"temporary service" means an electrical service granted temporarily for such purposes as construction, real estate sales, trailers, et cetera;

"terminal pole" refers to the NOTL Hydro's distribution pole on which the service supply cables are terminated;

"total losses" means the sum of distribution losses and unaccounted for energy; (DSC)

"transformer room" means an isolated enclosure built to applicable codes to house transformers and associated electrical equipment;

“transmission system” means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose; (A, MR, TDL, DSC)

“Transmission System Code” means the code, approved by the Board, that is in force at the relevant time, which regulates the financial and information obligations of the Transmitter with respect to its relationship with Customers, as well as establishing the standards for connection of Customers to, and expansion of a transmission system; (DSC)

“transmit”, with respect to electricity, means to convey electricity at voltages of more than 50 kilovolts; (A, TDL, DSC)

“transmitter” means a person who owns or operates a transmission system; (A, MR, TDL, DSC)

“unaccounted for energy” means all energy losses that can not be attributed to distribution losses. These include measurement error, errors in estimates of distribution losses and unmetered loads, energy theft and non-attributable billing errors; (DSC)

“unmetered loads” means electricity consumption that is not metered and is billed based on estimated usage; (DSC)

“validating, estimating and editing (VEE)” means the process used to validate, estimate and edit raw metering data to produce final metering data or to replicate missing metering data for settlement purposes; (MR, DSC)

“wholesale buyer” means a person that purchases electricity or ancillary services in the IMO-administered markets or directly from a generator; (TDL, DSC)

“wholesale market participant” means a person that sells or purchases electricity or ancillary services through the IMO- administered markets; (RSC, DSC)

“wholesale settlement cost” means costs for both competitive and non-competitive electricity services billed to a distributor by the IMO or a host distributor, or provided by an embedded retail generator or by a neighboring distributor; (RSC, DSC)

“wholesale supplier” means a person who sells electricity or ancillary services through the IMO-administered markets or directly to another person, other than a Consumer; (TDL, DSC)



APPENDIX 1 – Credit & Collection Policy



Credit & Collection Policy Niagara on the Lake Hydro Inc

Purpose:

This Credit and Collection Policy (referred to in this document as the “Policy”) sets out the standards of Niagara on the Lake Hydro Inc. (“Distributor”) with respect to customer bill payment deadlines, late payment charges, collection costs, and customer deposits. The Policy applies to all customers of Distributor, in the manner set out herein. This Policy was developed in cooperation with other electricity distributors that are members of the Niagara Erie Public Power Alliance, with the intention of establishing fair and equitable credit and collection policies for customers in the Distributor service area. This Policy will form part of Distributor Conditions of Service.

Authority:

Local Electricity Distribution Companies (“Distributors” or “LDCs”) are regulated by the Ontario Energy Board (the “OEB”), by the powers granted to the OEB by the Ontario Provincial Government through the enactment of Bill 35, the *Energy Competition Act, 1998*, of which Schedule A; the *Electricity Act, 1998*; and Schedule B, the *Ontario Energy Board Act, 1998* (the “Acts”) form parts.

The Acts, and various Codes and Handbooks established by the OEB, including the Retail Settlement Code, the Standard Supply Service Code, the Distribution System Code and the Electricity Distribution Rate Handbook, provide for minimum payment periods, authorize Distributors to use those means available to them under law to mitigate consumer non-payment risk, and allow Distributors to establish prudent and commercially sound Credit and Collection Policies.

Methodology:

With the enactment of the *Energy Competition Act*, local Municipal Electric Utilities (MEUs) were required to incorporate under the Ontario *Business Corporations Act* (OBCA). Under the Municipal Act and the Public Utilities Act, MEUs had the ability to collect any outstanding arrears by placing a lien on the owner’s property. Once the MEU was incorporated as an OBCA corporation, it no longer had the

power to lien a property and no longer had the ability to add a delinquent customer's utility bill to the municipal tax rolls. This Policy provides for a means of obtaining security from customers for the payment of their accounts, with the primary objective of reducing the number and amount of potential annual write-offs Distributor may experience due to poor customer payment practices.

In the development of this policy, Distributor considered whether it would require customers to provide Security Deposits. It was concluded that it is commercially reasonable, and typical of other commercial entities including banks and credit card issuers, to consider the creditworthiness of a potential customer prior to providing the customer with credit. This Policy was developed with the assumption that a current residential customer whose account with Distributor is in good standing will remain connected to the distribution system without a Security Deposit provided that the customer meets the generally accepted commercial credit requirements set out in Section 9 of this policy. However, all new customers will be required to provide security in a form acceptable to Distributor, and in an amount set out in this Policy, prior to being permitted to connect to the distribution system. Where an existing customer no longer meets the criteria for an exemption from the requirement to provide a Security Deposit, the customer will provide a Security Deposit in the manner set out in this Policy as a condition of Distributor's continued supply of electricity to that customer.

Effective Date:

The effective date of this Policy is September 9, 2002.

1. Contract:

All new customers or existing customers relocating to a new service address in the Niagara on the Lake Hydro Inc service area must enter into a Contract in the form provided by Niagara on the Lake Hydro Inc. This agreement, when signed, forms a binding contract between the Customer and the Niagara on the Lake Hydro Inc, and will be evidence of the fact that the Niagara on the Lake Hydro Inc and the Customer have accepted and mutually agreed to the terms of the Contract.

Personal information such as the customer's driver's licence number, the name of the customer's employer, and the customer's social insurance number will be requested from all customers (photo identification is preferred).

2. Account Set-up Charge:

Customers will be subject to an Account set-up charge as approved by the OEB.

3. Security Deposit:

A "new customer" is defined in this Policy as a consumer of electricity that does not have an account with Niagara on the Lake Hydro Inc prior to the date that this Policy comes into force, and that requests that Niagara on the Lake Hydro Inc open an account with the consumer and commence the supply of electricity to the consumer on or after the date that this Policy comes into force. Security Deposits will be required from all new customers, to the extent permitted by the

OEB's Retail Settlement Code, regardless of their Customer Class, and regardless of whether they are on Standard Supply Service (SSS) or they have entered into contracts with electricity retailers. The amount of the Security Deposit for each class will be calculated according to sections 5 & 8 of this Policy.

Where the customer is a party to a contract with an electricity retailer, the following policies shall apply according to the billing option selected by the retailer.

3.1 Distributor-Consolidated Billing and Standard Supply Service

Under these options, Niagara on the Lake Hydro Inc will continue to issue a bill to the customer. Niagara on the Lake Hydro Inc is responsible for customer non-payment risk. Niagara on the Lake Hydro Inc will impose a Security deposit depending upon its assessment of the customer's likely risk of nonpayment, according to the requirements set out below.

3.2 Retailer-Consolidated Billing

Under this option, Niagara on the Lake Hydro Inc will not issue a bill to a customer. The retailer is responsible for issuing the bill to the customer, and for customer non-payment risk. Niagara on the Lake Hydro Inc will not require a security deposit from the customer. If Niagara on the Lake Hydro Inc is in possession of a customer's Security Deposit at the time of a switch to retailer-consolidated billing, the deposit shall be applied to the customer's final bill under the billing type in respect of which Niagara on the Lake Hydro Inc has required a Security Deposit, and any unapplied balance of the Security Deposit will be returned to the customer.

3.3 Split Billing

Under this option Niagara on the Lake Hydro Inc and a retailer shall each be responsible for customer nonpayment risk for the bills that each issues to the customer. If a customer already has a deposit with Niagara on the Lake Hydro Inc, they will retain a portion of the deposit amount that reflects the non-payment risk associated with the new billing option. Any excess deposit amount will be returned to the customer. For customers making new application for service, Niagara on the Lake Hydro Inc shall require a Security Deposit in an amount that shall depend upon Niagara on the Lake Hydro Inc's assessment of the customer's likely risk of non-payment, according to the requirements set out below.

4.0 Residential Customers

4.1 Every new customer requesting the establishment of an account with Niagara on the Lake Hydro Inc as a Residential customer and the delivery of

electricity to the customer's service address shall pay a Security Deposit prior to the commencement of service to the customer. New customers maybe exempted through a letter of reference from another Hydro company proving the requirements outlined in 4.2 have been met.

4.2 A Residential customer with an "Acceptable Payment History" is defined as a Residential customer with no more than:

- (i) One (1) Cheque returned for Non-Sufficient Funds or for reasons of non-payment initiated by the customer in the preceding 12 consecutive months; or
- (ii) Two (2) Disconnect Notices in the preceding 12 consecutive months or;
- (iii) One (1) Disconnection of service in the preceding 12 month.

4.3 Residential Customers Security Deposits can be prearranged in the form of Cash or current dated cheque.

4.4 A Residential customer that is not a new customer will not be required to provide a Security Deposit to Niagara on the Lake Hydro Inc, provided that the customer has an Acceptable Payment History, as defined in Section 4.2 above, as of the date that this Policy comes into force, and provided further that the customer maintains that Acceptable Payment History.

4.5 Where a Residential customer was not required to provide a Security Deposit pursuant to Section 4.1 above, and where that customer no longer has an Acceptable Payment History as a result of having exceeded any of the limits set out in Subsection 4.2, the customer shall provide a Security Deposit to Niagara on the Lake Hydro Inc, in an amount calculated in accordance with Section 4.7below.

4.6 Where a Security Deposit becomes payable by the Residential customer, Niagara on the Lake Hydro Inc will notify the customer that the Security Deposit is payable, and will add the amount of the Security Deposit to the next bill issued to the customer..

4.7 All new Residential customers will be required to provide Niagara on the Lake Hydro Inc with Security Deposits in the following amounts, as applicable, prior to the commencement of service:

Customers billed Monthly: 2.5 x the highest monthly bill for the service address in the preceding 12 month period or, in the case of a service address to which service has not been provided throughout the preceding 12 month period, 2.5 x the highest bill for a building or unit with a similar anticipated load profile.

5.0 General Service and Large Use Customers:

5.1. Every new customer requesting the establishment of an account with Niagara on the Lake Hydro Inc as a General Service or Large User customer and the delivery of electricity to the customer’s service address shall pay a Security Deposit prior to the commencement of service to the customer, in an amount calculated as follows:

Customers billed Monthly: 2.5 x the highest monthly bill for the service address in the preceding 12 month period or, in the case of a service address to which equivalent service has not been provided throughout the preceding 12 month period, 2.5 x the highest bill for a building or unit with a similar anticipated load profile

5.2 Security deposits may be prearranged in the form of any of the following:

- i. Cash or certified cheque;
- ii. An irrevocable Letter of Credit from a Chartered Bank, Trust Company or Credit Union in a form acceptable to Niagara on the Lake Hydro Inc, valid for a minimum of 3 years with a rolling validity of a minimum of 3 months from signing date of service agreement.
- iii. Surety Bond in a form acceptable to Niagara on the Lake Hydro Inc.
- iv. A guarantee in a form acceptable to Niagara on the Lake Hydro Inc provided by a person that is an affiliate of the customer, as the term "affiliate" is defined in the Business Corporations Act (Ontario), and that has a credit rating from a major bond rating agency such as Standard and Poors or such other agency as may be identified by Niagara on the Lake Hydro Inc.

5.3 Those customers that are able to provide a Specified Credit Rating will be eligible for a reduction in their security deposit as outlined in the charts below.

With Specified Credit Ratings

Table 1

Credit Rating with Standard and Poor’s Rating Terminology	Allowable reduction in Security Deposit
AAA- and above or equivalent	100% of deposit calculated in accordance with section 7.1
AA-, AA, AA+ or equivalent	85% of deposit calculated in accordance with section 7.1
A-, A, A+ or equivalent	75% of deposit calculated in accordance with section 7.1
BBB-, BBB, BBB+ or equivalent	50% of deposit calculated in accordance with section 7.1
Below BBB- or equivalent	0

- 5.4 A General Service customer that is not a new customer will not be required to provide a Security Deposit to Niagara on the Lake Hydro Inc, provided that the customer has an Acceptable Payment History, as defined in Section 6.1 below, as of the date that this Policy comes into force, and provided further that the customer maintains that Acceptable Payment History.

6.0 Delinquent General Service Accounts:

- 6.1 In order to maintain a reduction or waiver of its Security Deposit requirement pursuant to Section 5.3 or 5.4 above, a General Service or Large Use customer must maintain its “Acceptable Payment History”. For General Service and Large Use customers, “Acceptable Payment History” is defined as a General Service or Large Use customer with no more than:
- (i) One (1) Cheque returned for Non-Sufficient Funds or for reasons of non-payment initiated by the customer in the preceding 12 consecutive months; or
 - (ii) Two (2) Disconnect Notices in the preceding 12 consecutive months or;
 - (iii) One (1) Disconnection of service in the preceding 12 month.

If a General Service or Large Use customer’s deposit is waived or reduced due to the provisions in section 5 above and loses its Acceptable Payment History status by exceeding any of the limits set out in this Section 6, the customer shall provide to Niagara on the Lake Hydro Inc a Security Deposit from the customer as calculated in accordance with section 5.1 of this Policy.

- 6.2 Where a Security Deposit becomes payable by the General Service customer, Niagara on the Lake Hydro Inc will notify the customer that the Security Deposit is payable, and will add the amount of the Security Deposit to the next bill issued to the customer.

7. Collection of Security Deposit:

Security deposits are required to be paid in full when the customer is making application for service, or prior to connection or provision of service i.e., before move-in, and in certain circumstances, as a condition of continued service. Niagara on the Lake Hydro Inc, may extend special payment arrangements to those customers unable to make full payment of the deposit. In these circumstances, Niagara on the Lake Hydro Inc will provide the customer with 30 days to make full payment of the deposit. After 30 days, should the customer fail to make full payment of the deposit, Niagara on the Lake Hydro Inc will forward a written reminder of the overdue account followed by a disconnect notice after four (4) business days. Non-payment of the deposit will result in disconnection of service as detailed in Sections 15 and 16.

8. Security Deposit Adjustments:

Security Deposits will be reviewed quarterly and may be adjusted accordingly. Adjustments will be debited or credited to the customer's account on the bill following the adjustment.

9. Retention/Refund of Deposit:

9.1 Security deposits will be refunded to a customer, in whole or in part according to the circumstances giving rise to the refund, upon an application for a refund, and only where:

- (i) The customer terminates its service with Niagara on the Lake Hydro Inc. The Security Deposit will be applied to the balance owing on the customer's final bill, and any amount not required for this purpose will be refunded to the customer; or
- (ii) If a Customer switches to retailer-consolidated or split billing, in which case the Security Deposit will be reduced to a level set out in the Ontario Energy Board's Retail Settlement Code, after Niagara on the Lake Hydro Inc has recovered any outstanding arrears on the customer's account.

9.2 Where the customer moves within the Niagara on the Lake Hydro Inc service area, the Security Deposit may be applied to the customer's account in respect of the customer's new service address. Niagara on the Lake Hydro Inc may adjust the Security Deposit in consideration of the historical consumption or the customer's anticipated load profile at the new service address, in accordance with Sections 4.2 and 5.1 above.

10. Interest on Security Deposit:

- (i) Simple interest for each full calendar month the deposit is held will be paid annually on all cash Security Deposits retained more than 12 months. Interest will not be paid on Letters of Credit or other forms of Security Deposit.
- (ii) Interest earned will be applied to customer accounts or applied to the Security Deposit at the discretion of the Niagara on the Lake Hydro Inc, at their year-end for each prior period, or whenever Security Deposits are returned, whichever occurs first.

11. Payment of Bills:

The customer must make payment of any outstanding accounts to Niagara on the Lake Hydro Inc on the due date as identified on the bill. Where a payment is made by mail, the payment will be deemed to be made on the date post- marked. Where a payment is made at a financial institution acceptable to Niagara on the Lake Hydro Inc, the payment will be deemed to be made when stamped/acknowledged by the financial institution. A partial payment will be applied to any outstanding arrears before being applied to the current billing, and partial payments will be applied first to non-regulated charges.

12. Late Payment Charge:

Late payment charges will apply to any arrears unpaid after the due date of the bill. Niagara on the Lake Hydro Inc will charge late payment charges at an interest rate approved by the Ontario Energy Board as per Niagara on the Lake Hydro Inc.'s annual Rate order submission.

13. Returned Cheques:

Any cheque or pre-authorized payments charged back by the bank for whatever reasons shall be corrected immediately by the customer. Any denied payment will be reversed on the customer's account and a returned cheque fee charged to the customer in accordance with Niagara on the Lake Hydro Inc.'s Electricity Distribution Rate Order. Niagara on the Lake Hydro Inc will attempt to make contact with the customer to obtain payment for any outstanding amounts owed by the customer on account of the returned cheque, including all associated Service Charges. Should such an attempt fail, Niagara on the Lake Hydro Inc shall forward a Disconnect Notice detailing all charges owed by the customer.

14. Load Limiters

Load limiters may be used as alternatives to disconnecting the customer's service from the Distribution grid. Load limiters may be used specifically during the winter months. The intent for the use of load limiters is that it may encourage the customer to pay the utility bill while maintaining a minimum supply of current to operate a furnace for heating the home.

15. Disconnection of Electricity Service:

Where a customer's account is in arrears and where the Ontario Energy Board's Retail Settlement Code permits Niagara on the Lake Hydro Inc to disconnect the customer's service, Niagara on the Lake Hydro Inc will issue a Reminder Notice seven (7) calendar days after the due date in the customer's account, unless payment has been received or payment arrangements acceptable to Niagara on the Lake Hydro Inc have been made. A Disconnect Notice will be issued five (5) calendar days after the Reminder notice unless payment is received or payment arrangements acceptable to Niagara on the Lake Hydro Inc have been made. The disconnection will be completed four (4) calendar days after the Disconnect notice unless payment is received or payment arrangements acceptable to Niagara on the Lake Hydro Inc have been made.

Prior to disconnecting the service a company representative will make reasonable efforts to establish direct contact with the customer in accordance with the Ontario Energy Board's Electricity Distribution Rate Handbook.

Payments must be received at the Niagara on the Lake Hydro Inc's office by 12:00 Noon on or before the scheduled disconnect date. Failure to do so may result in additional re-scheduling and reconnection charges.

16. Reconnection of Electrical Service:

Where the customer's service has been disconnected due to arrears, the customer must pay to Niagara on the Lake Hydro Inc the full amount of the customer's arrears, any Security Deposit that Niagara on the Lake Hydro Inc may require, and payment in full must be received by Niagara on the Lake Hydro Inc before the customer's service will be reconnected. If the customer requests the service to be connected after normal hours of work, full payment must be given to Niagara on the Lake Hydro Inc.'s Service Technician on duty prior to reconnection and an "after hours" service charge will apply. Customers must be present during reconnection.

17. Billing Errors:

Billing errors will be resolved in accordance with Section 7.7 of the Ontario Energy Board's Retail Settlement Code, as that Code may be amended from time to time.

18. Final Bills:

- (i) Forwarding Address:
 - a) If a customer neglects to pay its final bill the Security deposit will be applied to reduce the Final Bill.
 - b) If the forwarding address is within Niagara on the Lake Hydro Inc.'s service area and the Customer sets up a new account at new forwarding address within Niagara on the Lake Hydro Inc.'s service area, the customer will be provided the option to transfer the balance to the new account or use the Security Deposit to pay the bill and the new Security Deposit will be calculated accordingly.
- (ii) No Forwarding Address:
 - a) If a customer neglects to pay its final bill the Security deposit will be used to reduce the Final Bill.
 - b) If the amount of the Security Deposit is not sufficient to pay the entire bill amount and the customer moves out of Niagara on the Lake Hydro Inc's service area, Niagara on the Lake Hydro Inc staff will make an attempt to locate forwarding address, and may request the assistance of other licensed Distributors. If this yields no results, the account will be referred to a collection agency.
- (iii) If a personal guarantee has been provided by a General Service customer or an officer or director or other principal of a General Service customer in that customer's Service Agreement with Niagara on the Lake Hydro Inc, and the individual executing the guarantee has another account of any kind with Niagara on the Lake Hydro Inc, then any amounts outstanding on that final bill may be transferred to that individual's other account.



APPENDIX 2 – Dispute Meter Test-Agent’s Fee Policy

**NIAGARA-ON-THE-LAKE HYDRO INC.
POLICY MANUAL**

BILLING & CUSTOMER SERVICE POLICIES

Revised: April 17, 2003

DISPUTE METER TEST – AGENT’S FEE

Page 1 of 1

The utility presently has a miscellaneous charge on its Schedule of Rates & Charges for minimal recovery of any costs when the utility acts as an agent for customers disputing the accuracy of their electrical meter. An amount of \$10.00 is applicable after all other avenues have been pursued and the customer wishes the meter to be tested by Measurement Canada, Industry Canada.

Normal procedure of staff involves an initial interview with the customer reviewing consumption profiles and, if necessary, the installation of a parallel test meter at the location to check accuracy of the billing meter. In some cases, the utility test meter may satisfy the customer that their billing meter is correct. However, in most cases, customers wish to have an independent agency verify the results. Staff provide the customer with the telephone number and address of Measurement Canada, Industry Canada and indicate that if they wish, they may dispute the meter to Measurement Canada, Industry Canada. Customers are also given the option of requesting that Niagara-on-the-Lake Hydro acts as their agent in the dispute. If testing by MCIC verifies the utility billing meter to be correct a \$10.00 charge applies.

When acting as the agent for any customers with disputes, a form is filled out by staff and forwarded to MCIC. The finding of MCIC is binding on the utility.

Other than the form required by MCIC, historical information provided by the utility is now retrieved from the billing system and the time for that work is minimal requiring only the generation of a form report.

It is the experience of the utility that any question of accuracy is satisfied once CCAC has confirmed results. This generally does not generate any further requests and disputes do not come up again with those customers.

This service is more of an assistance to customers in confirming accurate billing. The charge is seen more as a minimal recovery of costs and could not be considered cost effective.

It is the opinion of staff that customer satisfaction is more of an issue in this situation and that the utility should waive the charge in the interest of public relations, in all cases, where the customer is requesting the service on a first time basis.



**APPENDIX 3 – Underground Practices-Designated
Areas Policy**

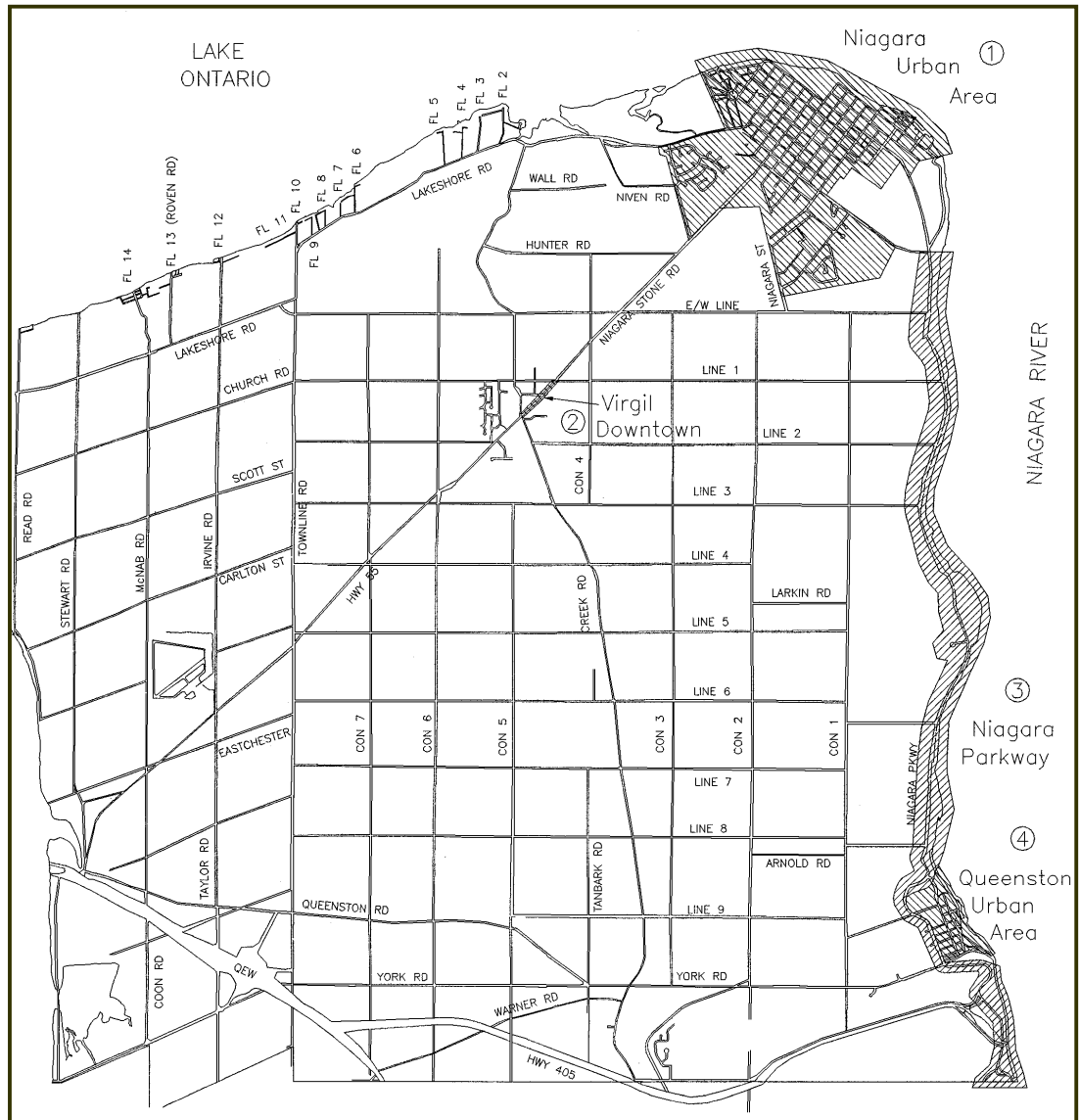
NIAGARA-ON-THE-LAKE HYDRO INC.

ENGINEERING & OPERATIONS POLICIES

February 1997

UNDERGROUND PRACTICES - DESIGNATED AREAS
(Attachment - 5 pages - Maps of Designated Areas)

KEY MAP OF UNDERGROUND AREAS



LEGEND:

- 1 – Niagara Urban Area
- 2 – Virgil Downtown
- 3 – Niagara Parkway
- 4 – Queenston Urban Area

NIAGARA-ON-THE-LAKE HYDRO INC.

ENGINEERING & OPERATIONS POLICIES

February 1997

UNDERGROUND PRACTICES - DESIGNATED AREAS

(Attachment - 5 pages - Maps of Designated Areas)

1. Niagara Urban Area



NIAGARA-ON-THE-LAKE HYDRO INC.

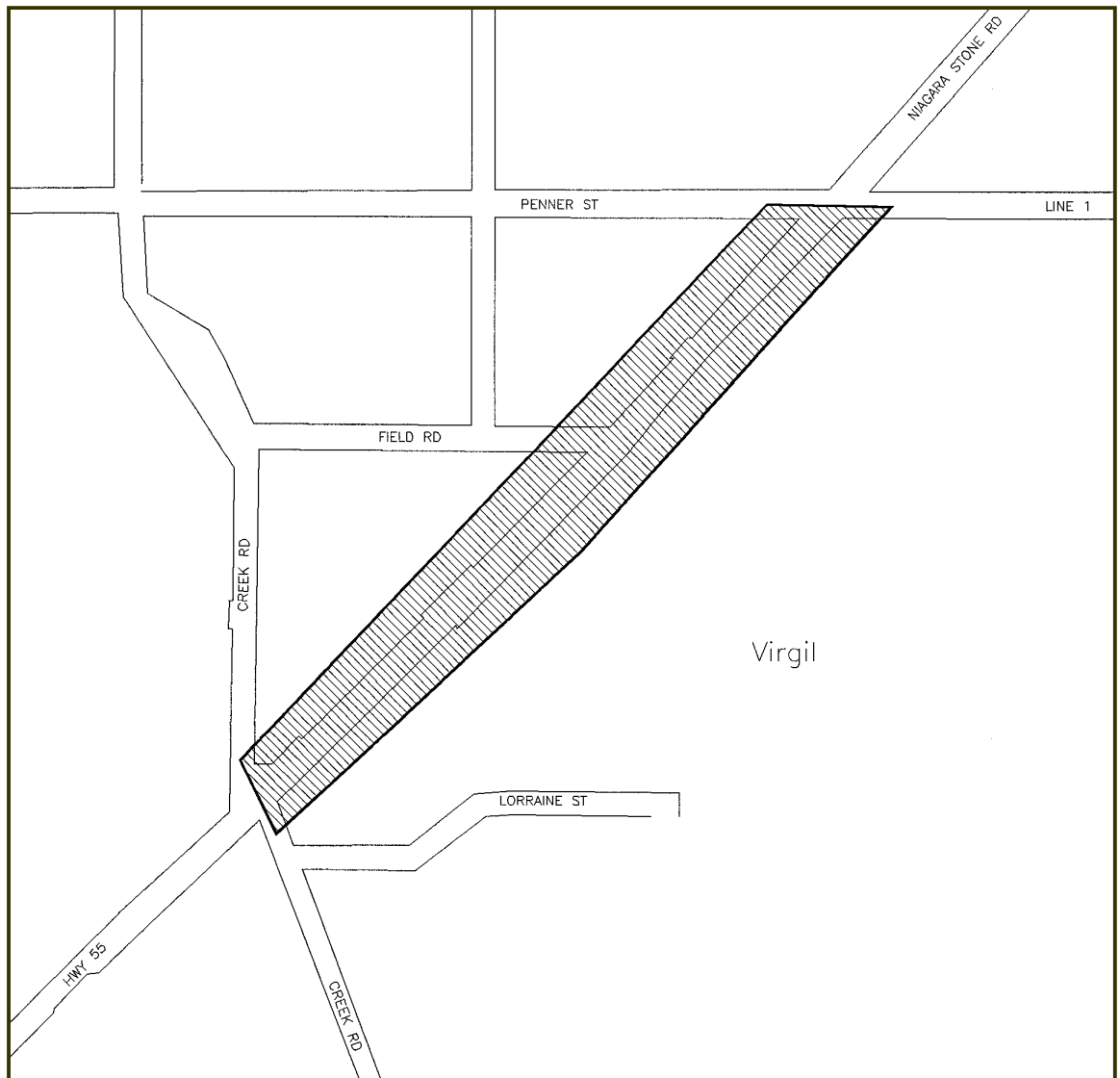
ENGINEERING & OPERATIONS POLICIES

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UNDERGROUND PRACTICES - DESIGNATED AREAS

(Attachment - 5 pages - Maps of Designated Areas)

2. Virgil Downtown



NIAGARA-ON-THE-LAKE HYDRO INC.

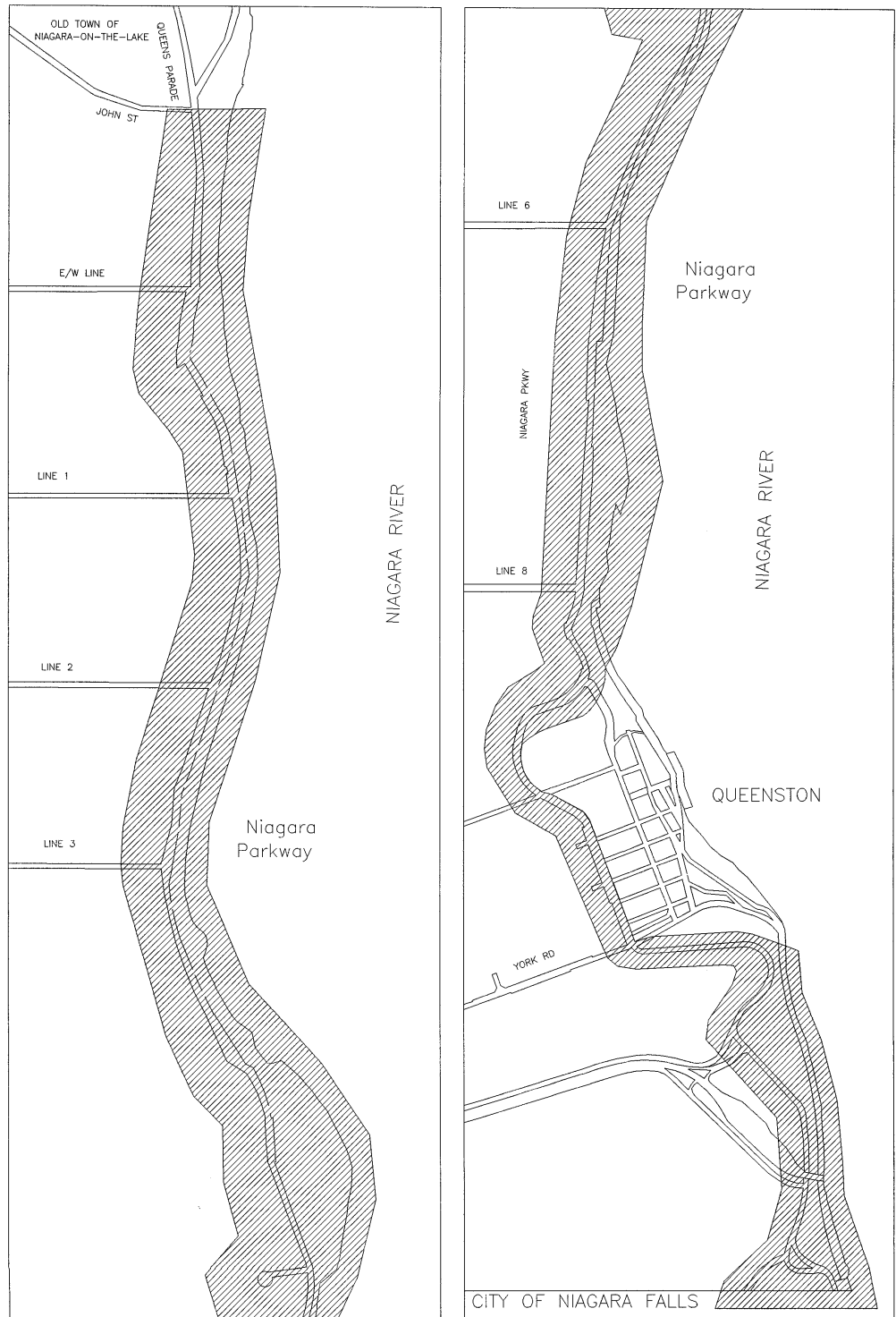
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UNDERGROUND PRACTICES - DESIGNATED AREAS

(Attachment - 5 pages - Maps of Designated Areas)

3. Niagara Parkway



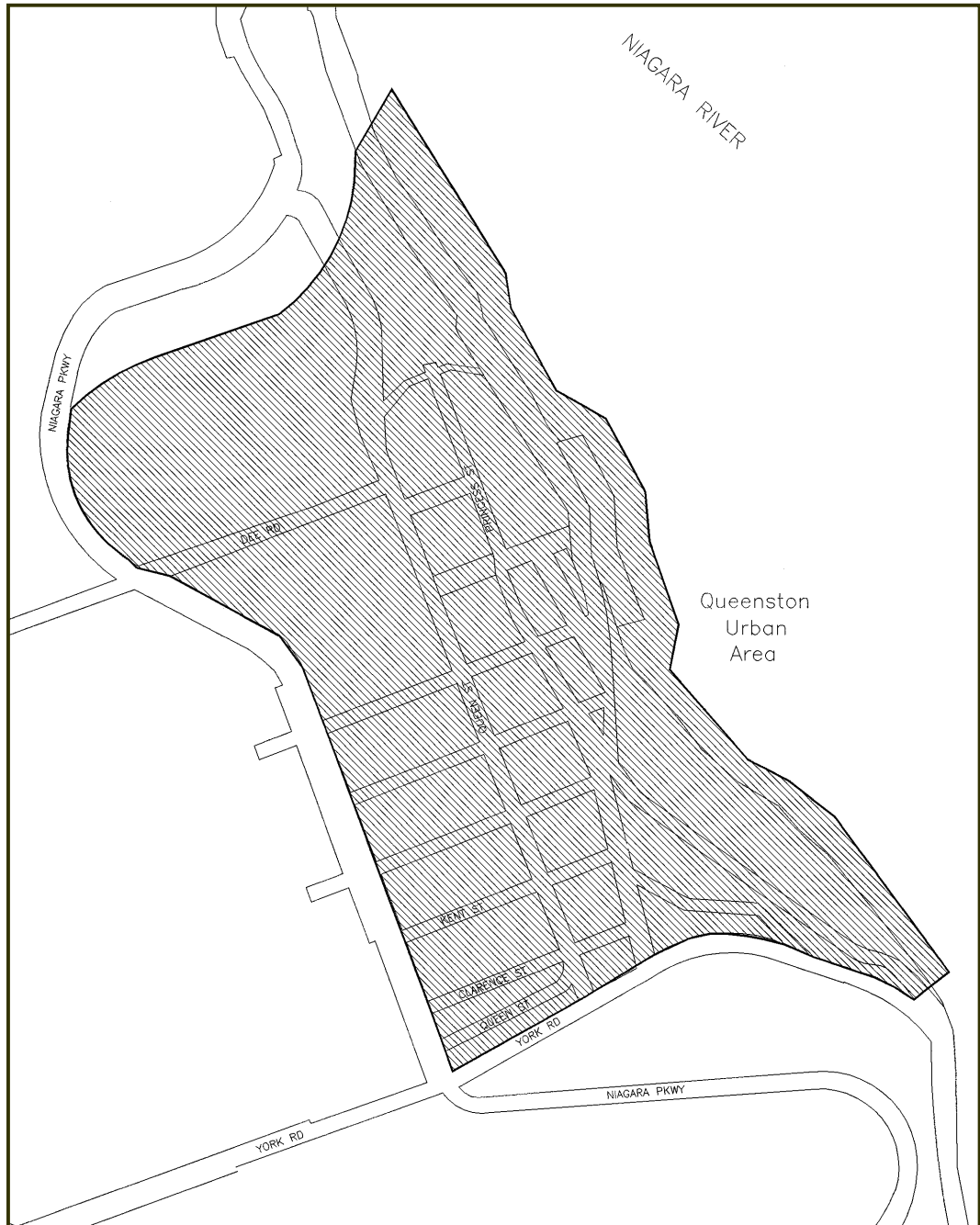
NIAGARA-ON-THE-LAKE HYDRO INC.

ENGINEERING & OPERATIONS POLICIES

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UNDERGROUND PRACTICES - DESIGNATED AREAS
(Attachment - 5 pages - Maps of Designated Areas)

4. Queenston Urban Area





APPENDIX 4 - TABLES

TABLE 1 – Residential

TABLE 2 – General Service < 50 kV

TABLE 3 – General Service > 50 kV

TABLE 4 – Temporary Service

TABLE 1 – RESIDENTIAL SERVICES

Service Type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Disconnect Fee (Customer Request)
Overhead 120/240 V 1 Phase 200 A	Top of Customers mast	Up to 30 m of overhead conductor from NOTL Hydro Connection point including connections at pole & service mast Transformation included	Recovered through rates	Customer charged actual cost for labour/material beyond standard allowance	Recovered through rates
Underground 120/240 V 1 Phase 200 A Designated areas	Line side of Customers meter base	30 m overhead conductor Transformation included	Recovered through rates	Customer charged actual cost for underground service installation Less credit for standard allowance Cost calculated from customer property line to meter base	Recovered through rates
Underground 120/240 V 1Phase 200 A Customer request	NOTL Hydro connection point	30 m overhead conductor Transformation included	Recovered through rates	Customer charged actual cost for underground service Installation less credit for standard allowance Cost calculated from customer property line to meter base A \$400.00 minimum charge will apply	Recovered through rates
Underground 20/240 V 1 Phase 200 A Subdivision	NOTL Hydro connection point at padmount transformer	Underground service stub to property line Transformation included	Recovered through rates	Customer charged actual cost for underground service Installation cost calculated from service stub at property line to meter base A \$400.00 minimum charge will apply	Recovered through rates

TABLE 2 – GENERAL SERVICES – LESS THAN 50 KW

Service type	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Disconnect Fee (Customer Request)
Overhead 120/240 V 1 Phase Up to 400 A	Top of customers mast	Up to 30 m of overhead conductor from NOTL Hydro. Connection point including connections at feed pole & customers service mast Transformation included	Recovered through rates	Customer charged actual costs for labour/material beyond standard allowance	Recovered through rates
Underground 120/240 V 1 Phase Up to 400 A All areas	Line side of customers meter base	30m of overhead conductor (credit) Transformation included	Recovered through rates	Customer charged actual cost for underground service. Installation less credit for standard allowance Cost calculated from NOTL Hydro connection point to meter base	Recovered through rates

TABLE 3 – GENERAL SERVICES – GREATER THAN 50 KW

Service Type	Ownership Demarcation Point	Connection Fees	Disconnect Fee (Customer Request)
Overhead 120/208 V 3 Phase 400A max 347/600 V 3 Phase 200A max Not requiring transformation facilities on customer property	Top of customer mast	Customer pays actual cost for labour, material and transformation	1 disconnect yearly recovered through rates Additional disconnects customer pays actual costs
Overhead Any service requiring transformation on customer property	Primary overhead wire connection at disconnect switch	Customer pays actual cost for labour, material and transformation	1 disconnect yearly recovered through rates Additional disconnects customer pays actual costs
Underground Designated areas From underground system	Primary cable connection to NOTL Hydro system	Customer pays actual cost for labour, material and transformation	1 disconnect yearly recovered through rates Additional disconnects customer pays actual costs
Underground From overhead system	Primary underground cable connection at disconnect switch	Customer pays actual cost for labour, material and transformation	1 disconnect yearly recovered through rates Additional disconnects customer pays actual costs

TABLE 4 – TEMPORARY SERVICES

Service Type	Standard Allowance	Minimum Charge	Variable Connection Fee
Overhead 120/240 V 1 Phase 200 A max	Up to 30 m of overhead conductor	\$ 250.00	Customer charged actual cost for labour/material beyond standard allowance
Overhead 1 Phase 1 Transformer installation	N/A	\$ 1200.00	Customer charged actual cost for all labour/material
Overhead or underground 3 Phase Transformation required	N/A	\$ 3000.00	Customer charged actual cost for all labour/material
Underground 120/240 V 1 Phase 200 A max	N/A	\$ 250.00	Customer charged actual cost for all labour/material