



Niagara
on-the-Lake
HYDRO

CONDITIONS OF SERVICE

March 14, 2023

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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 our **Distribution License ED-2002-0547**. 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 these 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 hereunder.

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:

- The [Electricity Act](#), 1998 (Part of the [Energy Competition Act](#), 1998)
- [Ontario Energy Board Act](#), 1998
- Electricity Pricing, Conservation and Supply Act, 2002
- Green Energy and Green Economy Act, 2009
- Energy Consumer Protection Act, 2010
- Distribution License ED-2002-0547
- [Affiliate Relationships Code](#)
- [Transmission System Code](#)
- [Distribution System Code \(DSC\)](#)
- [Retail Settlement Code](#)
- Standard Service Supply Code
- Conservation and Demand Management Code
- Ontario Electrical Safety Code (OESC)
- Ontario Regulation 22/04 – [Electrical Safety Authority \(ESA\)](#)
- Canadian Standards Association Code (CSA)
- Federal Electricity and Gas Inspection Act
- Freedom of Information and Protection of Privacy Act, R.S.O. 1990
- Personal Information Protections and Electronic Documents Act (S.C. 2000, c.5)
- Ontario Public Service Works on Highways Act
- Municipal By-laws

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 these [Conditions of Service](#), these [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 (IHSA) 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 these [Conditions of Service](#);
- Words referring to the singular include the plural and vice versa;
- Words referring to a gender include any gender;
- Specified periods of time refer to business days, and dates from a given day or the day of an act or event is to be calculated exclusive of that day;
- A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later and does not include weekends and statutory holidays in the Province of Ontario, Statutory Holidays means the days designated by NOTL Hydro from time to time. Until otherwise designated, the statutory holidays are:
 - New Year’s Day
 - Family Day
 - Good Friday
 - Victoria Day
 - Canada (Dominion) Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day

1.4 Amendments and Changes

The provisions of these [Conditions of Service](#) and any amendments made from time to time form part of any contract made between NOTL Hydro and any connected [Customer](#), [Retailer](#), or [Generator](#), and these [Conditions of Service](#) supersede all previous [Conditions of Service](#), oral or written, of NOTL Hydro or its predecessor company as of its effective date of these [Conditions of Service](#).

In the event of changes to these [Conditions of Service](#), NOTL Hydro will issue an advanced notice with the [Customer’s](#) bill. NOTL Hydro may also issue a public notice in a local newspaper and on the NOTL Hydro website.

The [Customer](#) is responsible for contacting NOTL Hydro to ensure that the [Customer](#) has access to the current version of these [Conditions of Service](#). NOTL Hydro may charge a reasonable fee for providing the [Customer](#) with more than one copy of this document. A current version of this document is also posted on the NOTL Hydro website and can be downloaded from www.notlhydro.com.

1.5 Contact Information

NOTL Hydro may be contacted by:

Mail: Niagara-on-the-Lake Hydro Inc.
8 Henegan Road
Virgil, ON
L0S 1T0

Website: www.notlhydro.com

Phone: General Inquiry: (905) 468-4235
Emergency: (905) 468-4235
Ontario One Call Locate Service: (800) 400-2255
Fax: (905) 468-3861
E-mail: billing@notlhydro.com

Regular Business Hours:

Office: Monday to Friday between 8:30am and 4:30pm

Operations: Monday to Friday between 7:00am and 3:00pm

Outside Regular Business Hours:

In case of an emergency please call (905) 468-4235.

1.6 Customer Rights

Every [Customer](#) or [Embedded Generator](#) has the right to:

- Be treated with dignity, courtesy and respect
- Have your [Private Property](#) and information respected
- The safe delivery of electricity in a reliable manner at a reasonable cost.
- Have a [Building](#) or facility connected to the [Distribution System](#) of NOTL Hydro if:
 - a) The [Building](#) or facility [Lies Along](#) any of the lines of NOTL Hydro's [Distribution System](#), or;
 - b) The [Customer](#) or [Embedded Generator](#) agrees to pay the cost to expand the [Distribution System](#), calculated in accordance with existing [Regulations](#), to make [Connection](#) possible, and;
 - c) The owner, occupant or other [Person](#) in charge of the [Building](#) requests [Connection](#) in writing, and;
 - d) The [Customer](#) or [Embedded Generator](#) meets their representative obligations under these Conditions, their licenses and any other applicable law.
 - Have the electric service disconnected/reconnected, for the purpose of

maintenance or upgrade of the service, through a written request with a minimum of 72 hours' notice, stating both the date and time the service is to be disconnected. NOTL Hydro requires a receipt of connection authorization from ESA prior to energizing the service. The [Customer](#) or [Embedded Generator](#) will be provided with one free disconnect/reconnect for maintenance on the existing service for each property (one service per property) each calendar year without charge during regular Operations business hours. A charge based on actual costs will otherwise apply. See *Appendix 6 – Tables*.

- Demand identification from any [Person](#) purporting to be an authorized agent or employee of NOTL Hydro.

The [Customer](#) or [Embedded Generator](#) shall indemnify NOTL Hydro, its directors, officers, employees and agents from any claims made by third parties in connection with the construction and installation of a [Generator](#) by or on behalf of the [Customer](#) or the [Embedded Generator](#). A Customer, who believes that they have suffered damages to their property or equipment as a result of negligence on the part of the Distributor, may submit a written claim for damages to the Distributor. The Distributor will investigate the claim and respond in writing within 10 business days of the receipt of the claim.

1.7 Distributor Rights

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

NOTL Hydro is not authorized to perform any work on [Customer](#) owned equipment beyond the [Demarcation](#) point per the [Electrical Safety Authority \(ESA\)](#). All work on [Private Property](#) must be completed by a qualified contractor at the [Customer's](#) expense.

1.7.1 Access to Customer Property

NOTL Hydro or its authorized agents shall have access to [Customer](#) property in accordance with section 40 of the [Electricity Act](#), 1998. [Customers](#) shall permit, provide and maintain such access for NOTL Hydro's use.

To assist with [Distribution System](#) outages or [Emergency](#) response, a [Customer](#) may be required to provide NOTL Hydro with [Emergency](#) access to [Customer](#)-owned distribution equipment on [Private Property](#).

The [Customer](#) shall provide NOTL Hydro, free of rent, with a convenient and safe place for NOTL Hydro's facilities and equipment on the [Customer's](#) premises or approaches thereto.

NOTL Hydro assumes no risk and under no circumstances will NOTL Hydro be liable for any damages resulting from, arising out of or related to the presence of NOTL Hydro Facilities and Equipment.

1.7.2 Safety of Equipment

The [Customer](#) will comply with all the Applicable Laws, including, but not limited to the Ontario Electrical Safety Code with respect to ensuring that equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies in a diligent timeframe, specified by NOTL Hydro. (See section 1.7.4 - Repairs of Defective Customer Electrical Equipment).

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. The [Customer](#) must also grant the right to seal, secure and/or prevent from tampering any point where a [Connection](#) may be made on the line side of metering equipment.

1.7.3 Operating Control

The [Customer](#) shall not allow anyone other than an employee, or authorized agent of NOTL Hydro, or a [Person](#) lawfully entitled to do so, to repair, remove, replace, alter, inspect or tamper with NOTL Hydro Facilities and Equipment on the [Customer's](#) premises.

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.

[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.

As defined by the [Distribution System Code \(DSC\)](#), the [Operational Demarcation Point \(Demarcation Point\)](#) distinguishes the change of ownership and responsibility of NOTL Hydro's electrical distribution assets and [Customer](#) owned electrical distribution assets. Beyond this point, the [Customer](#) is responsible for both operational control and maintenance of the private equipment.

1.7.4 Repairs of Defective Customer Electrical Equipment

The [Customer](#) will be required to repair or replace any electrical equipment beyond the [Demarcation Point](#) that may affect the integrity or reliability of NOTL Hydro's [distribution system](#). If the [Customer](#) does not take such action within a specified timeframe and following written notice, NOTL Hydro may disconnect the supply of power.

The policies and procedures of NOTL Hydro, with respect to the [disconnection](#) process, are further described in these [Conditions of Service](#).

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, transformer pads and meter bases/cabinets that NOTL Hydro deems required to house NOTL Hydro's equipment.

If any repair of the service conductor on the [Customers'](#) property is required and NOTL Hydro is responsible for such repairs, NOTL Hydro shall only reinstate to finished grade. It shall be the [Customers'](#) responsibility to repair/replace vegetation (i.e. shrubs, trees, lawn, garden etc.) and surface structures (i.e. fences, patios, driveways, decks, porches etc.).

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 16 of the distribution **License ED-2002-0547**.

Section 16 of the Distribution License states that the licensee shall:

- a) have a process for resolving disputes with customers that deals with disputes in a fair, reasonable and timely manner;
- b) publish information which will make its customers aware of and help them to use its dispute resolution process;
- c) make a copy of the dispute resolution process available for inspection by members of the public at each of the Licensee's premises during normal business hours;
- d) give or send free of charge a copy of the process to any person who reasonably requests it;
- e) subscribe to and refer unresolved complaints to an independent third party complaints resolution service provider selected by the Board. This condition will become effective on a date to be determined by the Board. The Board will provide reasonable notice to the Licensee of the date this condition becomes effective.

1.8.1 Customers or Consumers

The [Customer](#) or [Consumer](#) shall submit their disputes to NOTL Hydro in writing via email, or mail. Each inquiry shall be date stamped and recorded as required. 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. Unresolved disputes shall be referred to a third party (the [OEB](#) or an [OEB](#) approved agency) for resolution.

The [Customer](#) or [Consumer](#) shall be liable for any and all costs incurred in either preparing for or presenting their complaint to the independent third party. NOTL Hydro shall be responsible for its costs of preparing and presenting its response to the complaint. The written result of the dispute resolution is to be attached to the complaint record.

NOTL Hydro will maintain records of any complaint files, whether resolved or not, which include the name of the complainant, date, and will outline the nature of the complaint or dispute and details for the resolution of the complaint.

1.8.2 Retailers

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

1.9 Service Quality Requirements

The level of service provided by NOTL Hydro is defined in specific terms within section 7 of the [Distribution System Code \(DSC\)](#), or as the [DSC](#) may be amended from time to time. NOTL Hydro recognizes these requirements and will strive to meet or exceed them and the associated reporting to the Ontario Energy Board. The reporting of these service quality requirements forms public record available to our [Customers](#) and can be found on our website.

1.10 Liability

NOTL Hydro shall only be liable to a [Customer](#) or [Embedded Generator](#) and a [Customer](#) or [Embedded Generator](#) shall only be liable to NOTL Hydro for any damages which arise directly out of willful misconduct or negligence:

- a) Of NOTL Hydro in providing [Distribution services](#) to the [Customer](#) or [Embedded Generator](#);
- b) Of the [Customer](#) or [Embedded Generator](#) in being connected to NOTL Hydro's [distribution system](#); or
- c) Of NOTL Hydro or the [Customer](#) or [Embedded Generator](#) in meeting their respective obligations under the [Distribution System Code](#), their licenses or any other applicable law.

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

The [Customer](#) or [Embedded Generator](#) shall indemnify NOTL Hydro, its directors, officers, employees and agents from any claims made by third parties in [connection](#) with the construction and installation of a generator by or on behalf of the [Customer](#) or the [Embedded Generator](#).

1.11 Force Majeure

NOTL Hydro shall not be liable for any delay or failure in the performance of any of its obligations under these [Conditions of Service](#) due to a Force Majeure Event. A Force Majeure is an event or cause beyond the reasonable control of NOTL Hydro including, but not limited to, severe weather, flood, fire, lightning, other forces of nature, acts of animals, epidemic/pandemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, restraint by court order or public authority, action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes.

Other than for any amounts due and payable by the [Customer](#) to NOTL Hydro or by NOTL Hydro to the [Customer](#), neither NOTL Hydro nor the [Customer](#) shall be deemed to have committed an event of default in respect of any obligation under these [Conditions of Service](#) if prevented from performing that obligation, in whole or in part, because of a Force Majeure Event.

If a Force Majeure Event prevents either party from performing any of its obligations under these [Conditions of Service](#), that party shall:

- a) Other than for Force Majeure Events related to Acts of God, promptly notify the other party of the Force Majeure Event and a good faith assessment of the effect that the event will have on the former party's ability to perform any of its obligations. If the immediate notice is not in writing, it shall be confirmed in writing as soon as reasonably practical;
- b) Not be entitled to suspend performance of any of its obligations under these [Conditions of Service](#) to any greater extent or for any longer time than the Force Majeure Event requires it to do;
- c) Use its best efforts to mitigate the effects of the Force Majeure Event, remedy its inability to perform, and resume full performance of its obligations;
- d) Keep the other party continually informed of its efforts; and
- e) Other than for Force Majeure Events related to Acts of God, provide written notice to the other party when it resumes performance of any obligations affected by the Force Majeure Event; and
- f) If the Force Majeure Event is a strike, lockout or other labour dispute involving NOTL Hydro's employees or authorized agents, NOTL Hydro shall be entitled to discharge its obligations to notify its [Customers](#) in writing by means of placing a notice in the local newspaper, and, notwithstanding (c) above, the settlement of any strike, lockout or labour dispute involving NOTL Hydro's employees or authorized agents shall be within the sole discretion of NOTL Hydro or its authorized agents, none of whom shall be under any of the obligations in (c) above.

Section 2 – Distribution Activities (General)

2.1 Connections – Process and Timing

Under the terms of the Ontario Energy Board (OEB) [Distribution System Code \(DSC\)](#), NOTL Hydro has the obligation to either connect or to make an Offer to Connect any [Customers](#) that [Lies Along](#) its [Service Area](#).

The [Customer](#) or its authorized representative shall consult with NOTL Hydro and request in writing 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 \(ESA\)](#). NOTL Hydro will confirm, in writing, the characteristics of the electric supply. NOTL Hydro will complete a [Customer](#) Service Layout and confirm, in writing, the characteristics of the available electric supply and will designate the location of the supply point to the [Customer](#) and the operational/[Ownership Demarcation Points](#). customer service layouts, proposals and quotations, are only valid for a period of 180 days.

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 on 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 fifteen (15) calendar days of receipt of the written request. NOTL Hydro will make an offer to connect within sixty (60) calendar days of receipt of the written request, unless other necessary information is required from the [Customer](#) before the offer can be made.

Both the [Delivery Point](#) and service entrance locations have to be located by NOTL Hydro before proceeding with the installation of any service. Failure to do so may result in the [Delivery Point](#) and/or point of entry having to be relocated at the [Customers'](#) expense and possible time delays.

Embedded Generators:

NOTL Hydro shall make every reasonable effort to respond promptly to an [Embedded Generator's](#) request for [Connection](#). In any event, NOTL Hydro shall provide an initial consultation with a [Generator](#) that wishes to connect to the [Distribution System](#) regarding the [Connection](#) process within thirty (30) calendar days of receiving a written request for [Connection](#). A final offer to connect an [Embedded Generator](#) to its [Distribution System](#) shall be made within ninety (90) calendar days of receiving a written request for [Connection](#), unless other necessary information outside the [Distributor's](#) control is required before the offer can be made. *For further details, please refer to Section 3.5 - Embedded Generation.*

Distributors:

NOTL Hydro shall make every reasonable effort to respond promptly to another [Distributor's](#) request for [Connection](#). NOTL Hydro shall provide an initial consultation with another [Distributor](#) regarding the [Connection](#) process within thirty (30) calendar days of receiving a written request for [Connection](#). A final offer to connect the

[Distributor](#) to NOTL Hydro's [Distribution System](#) shall be made within ninety (90) calendar days of receiving the written request for [Connection](#), unless other necessary information outside the [Distributor's](#) control is required before the offer can be made.

NOTL Hydro, in its discretion, may require a [Customer](#), [Generator](#) or [Distributor](#) to enter into a [Connection Agreement](#) with NOTL Hydro including terms and conditions in addition to those expressed in these Conditions.

In addition to any other requirements in these [Conditions of Service](#), the supply of electricity is conditional upon NOTL Hydro being permitted and able to provide such a supply, as well as obtaining the necessary equipment, and the [Customer](#) releases NOTL Hydro from any liability in respect thereto. If special equipment is required or equipment delivery problems occur, then longer lead times may be necessary. NOTL Hydro will notify the [Customer](#) of any extended lead times.

2.1.1 Building that Lies Along

For the purposes of these 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 existing 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 that the [Building](#) can be connected to NOTL Hydro's [Distribution System](#) without an [Expansion](#) or [Enhancement](#) and the service installation meets the requirements of these [Conditions of Service](#).

Where a [Customer](#) proposes the development of a property, a deposit may be required. *For details please refer to Section 2.4.1.1 – Service Deposits.*

2.1.2 Expansions / Offer to Connect

Introduction:

When NOTL Hydro must construct new [Distribution System](#) facilities or increase the capacity of existing distribution facilities in order to connect a specific [Customer](#) or group of [Customers](#), the required work is considered as an [Expansion](#). If an [Expansion](#) to NOTL Hydro's [Distribution System](#) is required, NOTL Hydro will make an Offer to Connect in accordance with the [DSC](#) to construct the [Expansion](#), unless the [Customer](#) has been denied [Connection](#) for the reason(s) specified in these [Conditions of Service](#) Document *Section 2.1.3 – Connection Denial*.

Offer to Connect:

In the Offer to Connect, NOTL Hydro will detail the scope of work, associated fees, what portion is subject to Alternative Bid as well as the requirements to undertake the work related to the [Expansion](#). It will also include reference to NOTL Hydro's [Conditions of Service](#), the [DSC](#) and information on how the [Customer](#) may obtain copies of them. NOTL Hydro will continue to be responsible for the maintenance and reliability of the system and as such, will carry out the planning, preliminary design and verification that the installed system meets NOTL Hydro standards.

Alternative Bids:

[Customers](#) may seek an alternative bid for construction of new distribution facilities if any capital contribution is required and the construction does not involve existing circuits.

In order to qualify for contestable work, contractors shall submit a Contractor Qualification Application and meet NOTL Hydro's requirements. NOTL Hydro does not assume any responsibility or warranty regarding the contractor(s) selected by the [Customer](#), regardless of whether the contractor(s) has completed the requirements set by NOTL Hydro and shall have no liability to the [Customer](#) in respect to such work. All work must be completed in accordance with the applicable safety acts and Regulations.

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 projects that are 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](#).
- Costs for any remedial work required before a customer-built system becomes part of NOTL Hydro's distribution plant.

Economic Evaluation Model:

An Economic Evaluation Model (EEM) will be carried out to determine whether the future revenue from the [Customer](#) will pay for the capital and ongoing maintenance cost of the [Expansion](#) project (Refer to [DSC](#) Appendix B - Methodology and Assumptions).

The EEM will be based on the [Customer's](#) actual load or standard average loads based on historical values (Estimated Incremental [Demand](#)). The load will be based on a minimum one-year period from the in-[Service Date](#) to a maximum five-year connection horizon. The [Customer's](#) twelve month rolling average will be used for the economic evaluation.

At the discretion of NOTL Hydro, the capital costs of 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 on future [Customers](#).

2.1.2.1 Expansion Security Deposit

To keep NOTL Hydro whole with respect to the installation, operating and maintenance costs of an [Expansion](#), the Offer to Connect will require the [Customer](#) to provide a security deposit for an amount equal to 20% of the full capital [Expansion](#) costs. This deposit will be held for a period of two years from the [Connection](#) date as a maintenance guarantee. The security deposit will be based on the Economic Evaluation Model and must be in the form of cash, cheque or an irrevocable (standby) letter of credit issued by a financial institution and acceptable to NOTL Hydro. Third party guarantees will not be accepted. 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. [Developers](#) may be required to enter into either a Residential or Commercial Development Agreement based on the type of [Expansion](#).

2.1.2.2 Capital Contribution Sharing

In the event that a non-forecasted [Customer](#) is added to an [Expansion](#) that was paid for by another [Customer](#), on or after November, 2000, and within 5 years of the original construction, the non-forecasted [Customer](#) will contribute their share of the original [Expansion](#) costs based on the apportioned benefit for the remaining period. The allocated rebate shall be determined by NOTL Hydro, considering the relative line length (in proportion to the line length being shared by both parties) and shall be paid in full prior to [Connection](#).

The original contributor will be entitled to the rebate, without interest, as outlined in Section 3.2.7 of the [DSC](#). No rebates will occur after the 5-year [Connection](#) horizon has expired.

2.1.3 Connection Denial

The following circumstances outline where NOTL Hydro is not obligated to connect a [Customer](#) within its [Service Area](#):

- a) Adverse effect on the reliability and safety or the distribution system;
- b) Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system;
- c) A material decrease in the efficiency of the distributor's distribution system;
- d) A materially adverse effect on the quality of distribution services received by an existing connection;
- e) Inability of the distributor to perform planned inspections and maintenance;
- f) Failure of the consumer or customer to comply with a directive of a distributor that the distributor makes for purpose of meeting its licence obligations;
- g) The customer owes the distributor money for distribution services, or for a security deposit. NOTL Hydro shall give the customer a reasonable opportunity to provide the security deposit referred to in Appendix 2 – Security Deposit Policy;
- h) Contravention of existing laws of Canada and the Province of Ontario including the Ontario Electrical Safety Code;
- i) By order of the Electrical Safety Authority (ESA) or if the Customer does not have the required approval(s) from ESA for the connection;
- j) By order of the Independent Electricity System Operation (IESO);
- k) Where there is a power quality issue or electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion;
- l) Where the Customer has a building or structure under NOTL Hydro's wires which is within clearance required by the Canadian Standards Association;
- m) The premises connected are the subject of a stop work order under the Ontario Building Code Act;
- n) An electrical Connection to NOTL Hydro's Distribution System does not meet NOTL Hydro's design requirements or has an outstanding NOTL Hydro Deficiency Notice;
- o) Refusal by the Customer to sign any agreements or provide an easement(s) required to be executed by the Customer under these Conditions of Service;
- p) Where NOTL Hydro reasonably believes that there is Energy Diversion, fraud, or abuse;
- q) The customer is within another Distributors service area; or
- r) Violation of any other conditions documented in this Conditions of Service.

If NOTL Hydro refuses to connect a [Customer](#) that is in its [Service Area](#), the [Customer](#) shall be informed in writing of the reason(s) for 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.

2.1.3.1 Multiple Services to a Single Property

NOTL Hydro may **consider** the supply of more than one similar electrical service to a single parcel of land when/if the following conditions are met:

- The requested additional service is not within a reasonable distance (50m) of an existing similar service entrance location, and/or;
- The second service is for generation purposes only.
- All conditions are met as outlined in the Ontario Electrical Safety Code, section 6-102.

All situations will be reviewed and decided on an individual basis by NOTL Hydro's Engineering Department. All other circumstances will require a single suitably sized electrical feed to be subdivided by the [Customer](#) on the load side. Under no circumstances, other than those outlined above, will multiple similar services be permitted on a single parcel of land.

***Note:** Any additional non-Residential Services that are approved by NOTL Hydro will be classified as [General Services](#).*

2.1.4 Inspections Before Connections

The [Customer's](#) electrical installation shall be inspected and authorized by the [Electrical Safety Authority \(ESA\)](#) prior to [Connection](#) of the service to NOTL Hydro's [Distribution System](#). Services that have been disconnected for upgrades, repairs or have been left out of service for a period of six months must also be inspected by [ESA](#) and a [Connection](#) authorization issued prior to reconnection. [Temporary Services](#), typically used for construction purposes, must be approved by the [ESA](#) and shall be re-inspected should the period of use exceed six months.

Contractors that participate in the [ESA](#) Authorized Contractor Program (ACP), Risk-Based Oversight (RBO) or otherwise are not exempt from meeting NOTL Hydro requirements or providing the required [ESA](#) Connection Authorization Notification.

The [Customer's](#) electrical installation in relation to NOTL Hydro supply facilities must be approved and conform to NOTL Hydro Material Specifications and Standards. Routine inspections will be conducted by NOTL Hydro and will include, but are not limited to, the following milestones:

- [Duct Banks](#), prior to the pouring of concrete.
- Transformer foundation(s) and transformer grounding, prior to backfill.
- Metering equipment, prior to installation.
- In cases where an internal vault room is permitted, prior to the pouring of concrete for floor or ceiling structures (i.e. ducts and grounding in place).
- [Connection](#) to existing [Duct Banks](#) or vaults.
- Upon completion of the installation.

2.1.5 Relocation of Distribution Plant

[Customers](#) or [Embedded Generators](#) can request the relocation of existing plant. 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.

A [Customer](#) requesting plant relocation is required to pay NOTL Hydro all associated costs incurred by NOTL Hydro in relocating the plant. If the relocation is from public to [Private Property](#), NOTL Hydro shall require the [Customer](#) to acquire a registered easement as outlined in *Section 2.1.6 – Easements*.

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. The location(s) of the new or relocated plant will be in accordance with the above noted acts, by-laws and Regulations.

Requests by civic authorities to relocate distribution facilities will be done so in accordance with the appropriate Regulations. See Ontario Public Service Works on Highways Act.

2.1.6 Easements

To maintain the reliability, integrity and efficiency of the [Distribution System](#), NOTL Hydro may place supply facilities on [Private Property](#) and would require a registered easement against the property title. Easements are required where facilities serve [Customers](#) other than property where the facilities are located and/or where NOTL Hydro deems it necessary.

Unregistered Easements:

The [Electricity Act](#) provides that all property is subject to unregistered rights prior to April 1, 1999 will continue to be subject the right until the right expires or until it is released by the holder of the right.

Registered Easements:

If a new or relocated service request from a [Customer](#) requires an easement to be established, the developing [Customer](#) shall grant at no cost to NOTL Hydro, an easement to permit the installation and maintenance of NOTL Hydro's facilities. The details, including the width and extent of the easement shall be determined by NOTL Hydro. All costs pertaining to the creation of the easement including surveying, reference plans, registration costs and NOTL Hydro's legal fees shall be borne by the [Customer](#). The reference plan and draft reference plan shall be forwarded to NOTL Hydro for review. Upon accepting the format of the draft easement agreement and reference plan, the [Customer](#) will sign and forward four copies of the easement agreement and reference plan for execution and registration. The [Customer](#) is responsible for registering the reference plan on behalf of NOTL Hydro.

Where existing NOTL Hydro facilities located on [Private Property](#) of an existing [Customer](#) are used to service adjacent properties, NOTL Hydro may wish to pursue an easement. In this case NOTL Hydro will request in writing that the [Customer](#) grant (in writing) an easement. NOTL Hydro will arrange for a draft reference plan and easement agreement to be forwarded to the [Customer](#) for their review and approval. NOTL Hydro will pay for the reference plan and easement document preparation, registration and any legal costs associated with the review of

the review of the reference plan and proposed easement. NOTL Hydro will register on title upon receipt of the signed easement documents.

2.1.7 Contracts

2.1.7.1 Connection Agreement - Residential and General Services

A signed Contract for Electrical Service is required for any new [Customer](#) prior to energizing the electrical service to the [Customer's Building](#) or premise. By entering into the agreement with NOTL Hydro, the [Customer](#) shall be deemed to have accepted and agreed to be bound by all of the terms and conditions of the contract.

A contract to supply electricity is not transferable.

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 detailed in the latest versions of the following:

- NOTL Hydro's [Conditions of Service](#)
- NOTL Hydro's Distribution License
- NOTL Hydro's rate schedules
- The [Rate Handbook](#)
- [Distribution System Code](#)
- [Standard Supply Service Code](#)
- [Retail Settlement Code](#)

Any [Persons](#) who takes or uses 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 assignees of the [Persons](#) 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:

- Residential Development (Subdivision) Agreement
- Commercial Development (Subdivision) Agreement
- Embedded Generation
- Unmetered Scattered Load
- Construction Sites
- Customers classified as Large User

2.1.7.4 Building Owner / Tenant Responsibility

The owner of a [Building](#) shall pay for the supply of electricity to their [Building](#), except for

circumstances where a tenant has a signed contract with NOTL Hydro requesting the supply of electricity to the [Building](#). The [Building](#) owner or the tenant(s), as applicable, shall be responsible for payment to NOTL Hydro for the supply of electricity to the [Building](#) until NOTL Hydro is notified, in writing, requesting the termination of the service. NOTL Hydro may refuse an owner's request to terminate the supply of electricity to the [Building](#) if there are tenant(s) who have an existing signed [contract for electric service](#) or during certain periods of the winter.

2.1.7.5 Opening and Closing of Accounts

A [Customer](#) who wishes to open or close an account for the supply of electricity by NOTL Hydro shall contact NOTL Hydro by phone, written request, or other means acceptable to NOTL Hydro. The [Customer](#) or its authorized [Retailer](#) 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

A [Customer](#) may request (written, telephone, e-mail) the temporary [Disconnection](#) of their electrical service for the purpose of maintenance, repairs, upgrades etc. *Refer to Section 2.1.4 – Inspections Before Connections* regarding requirements prior to reconnection. All [Customer](#)-requested [Disconnections](#) shall be arranged in advance by the [Customer](#) or their representative. A charge for temporary disconnection and reconnection may apply *Refer to Appendix 6 – Tables*. All service [Disconnections](#) must be performed by NOTL Hydro. NOTL Hydro shall not be liable for damage or claim as a result of the [Disconnection](#) or limitation of service.

[Disconnection](#) of service shall follow NOTL Hydro's *Disconnection and Reconnection Policy, Appendix 1*. The sub-sections below are described in detail within Appendix 1.

2.2.1 Safety-Related

2.2.2 Deficiency Notice

2.2.3 Unauthorized Energy Use

2.2.4 By Order or Enforcement

2.2.5 Non-Payment

2.2.6 Load Control Devices

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guarantee of Supply

NOTL Hydro will practice reasonable diligence in providing a regular and uninterrupted supply of power up to the [Demarcation](#) point within the limits of the standard voltage offerings outlined in *Section 2.3.4 – Standard Voltage Offerings*. NOTL Hydro does not guarantee a constant supply or unvaried frequency or voltage and will not be liable in damages to the [Consumer](#) by reason of any failure in respect thereof. NOTL Hydro will not be responsible for any variations to the supply caused by external forces such as, but not limited to, exceptionally high loads, voltage sags, low voltage or transient surges.

If the standard limitations are not acceptable, [Customers](#) are responsible to provide their own back-up or standby facilities. [Customers](#) may require special protective equipment on their premises in order to minimize the effect of external forces. Damages resulting from the failure to install protective apparatus shall be at the [Customer's](#) expense.

[Customers](#) requiring a three-phase supply should also 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. Damages resulting from the failure to install protective apparatus shall be at the [Customer's](#) expense.

2.3.2 Power of Entry

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

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

NOTL Hydro will use reasonable efforts to exercise the statutory Power of Entry rights during normal business hours. NOTL Hydro's employees or authorized agents exercising this Power of Entry will identify themselves with proper identification upon request.

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

2.3.2 Power Quality

2.3.2.1 Power Quality Investigations

Where a [Consumer](#) provides evidence or data indicating that a power quality or Electro Magnetic Interference (EMI) problem may be originating from the NOTL Hydro [Distribution System](#), NOTL Hydro will perform an investigation in an attempt to identify the underlying cause.

If it is determined that the source of the power quality problem is caused by the [Customer's](#) system, NOTL Hydro may seek reimbursement for the time and cost spent to investigate the complaint. NOTL Hydro may disconnect the electrical supply to the [Customer](#) in accordance with *Section 2.2 – Disconnection*.

If it is determined that the source of the power quality problem is caused by NOTL Hydro's system, NOTL Hydro shall take appropriate actions to resolve the situation at their expense. NOTL Hydro will comply with the appropriate industry standards and [Good Utility Practice](#).

2.3.2.2 Voltage Distortion on the Distribution System

[Customers](#) 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 electronic filters, and/or grounding. Further, to ensure the [Distribution System](#) is not adversely affected, power electronics equipment installed must comply with the current version of [IEEE Standard 519-\(2014 at time of writing\) – Recommended Practices & Requirements for Harmonic Control in Electrical Power Systems](#). The limit on individual harmonic distortion is 3%, while the limit on total harmonic distortion is 5%. It is the [Customer's](#) responsibility to ensure that the unbalanced load due to single phase loads shall not exceed 15% on each phase. Any costs associated with correcting the disturbance problem will be the [Customer's](#) responsibility.

2.3.2.3 Obligation to Help in the Investigation

If NOTL Hydro determines the [Customer's](#) equipment may be the source of the power quality issue, the [Customer](#) is obligated to help NOTL Hydro by providing required equipment information, relevant data and necessary access for monitoring the equipment.

2.3.2.4 Notification for Interruptions

Although it is NOTL Hydro's goal is to minimize inconvenience to [Customers](#), NOTL Hydro may be required to interrupt the [Customer's](#) power supply on occasion to maintain/improve the [Distribution System](#), or to provide new/upgraded services to other [Customers](#). Except in cases of an [Emergency](#) involving danger to life and limb or impending severe equipment damage, or due to practical considerations, NOTL Hydro will otherwise endeavor to provide the [Customer](#) with reasonable notice of power interruptions. However, interruption times may change due to inclement weather or other unforeseen circumstances. NOTL Hydro shall not be liable in any manner for failure to provide such notice of planned power interruptions or for any changes to the schedule.

2.3.2.5 Consumers on Life Support

[Consumers](#) who require an uninterrupted source of power for human life support equipment must supply and maintain their own equipment for these purposes.

NOTL Hydro will use best efforts to maintain a constant source of supply for these [Customers](#). [Customers](#) are required to notify NOTL Hydro of the nature and type of life support system. When this is no longer required the [Customer](#) shall notify NOTL Hydro to have their names removed.

2.3.2.6 Emergency Service (Trouble Calls)

NOTL Hydro will exercise reasonable diligence and care to deliver a continuous supply of electrical [Energy](#) to the [Customer](#), however, NOTL Hydro cannot guarantee a supply that is free from interruption.

When power is interrupted, the [Customer](#) should first ensure that failure is not due to blown fuses or tripped switches/breakers within the [Customer's](#) installation. On examination, if it appears that NOTL Hydro's main source of supply has failed, the [Customer](#) should report these conditions at once to NOTL Hydro by calling 905-468-4235. If it is determined that the power failure is due to [Customer](#) owned equipment, NOTL Hydro reserves the right to recover actual costs.

NOTL Hydro operations personnel are available 24 hours a day to provide [Emergency](#) service to [Customers](#) and will initiate restoration efforts in a practical manner. [Emergency](#) Service or Trouble Calls which indicate damage or impending damage to NOTL Hydro plant or property are attended to immediately at NOTL Hydro's expense unless others are found liable.

2.3.2.7 Outage Reporting

Depending on the outage, duration and the number of [Customers](#) affected, NOTL Hydro may update social media accounts or issue a news release to advise the general public of the outage.

2.3.3 Electrical Disturbances

[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.

NOTL Hydro shall not be held liable for the failure to maintain [Supply Voltages](#) within standard levels as defined in *Section 1.11 – Force Majeure*.

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 the voltage of the plant that [Lies Along](#), the preferred primary voltage will be 27.6/16 kV grounded wye, three phase, four-wire. However, in some areas, the primary voltage will be 4.16/2.4 kV grounded wye, three phase, four wire.

[Customers](#) requiring a new service or a change to an existing service should consult the NOTL Hydro engineering department to verify voltage supply to determine the type of equipment that will be required to take supply from NOTL Hydro.

2.3.4.2 Secondary Supply Voltage Offerings

Depending on the type of distribution plant that [Lies Along](#), the preferred secondary voltage may be:

- 120/240V, single-phase, three-wire, or

- 120/208V, three-phase, four-wire, or
- 347/600V, three-phase, four-wire.

If a [Customer](#) has a requirement of any other voltage than listed, the [Customer](#) will be responsible to supply their own transformation and follow the Ontario Electric Safety Code (“OESC”).

General guidelines for supply from overhead pole mounted transformers are as follows:

- 120/240V, single-phase, three-wire – supply up to 75 kVA [Demand](#) load, or
- 120/208V or 347-600V, three-phase, four-wire – supply up to 3x50 kVA total [Demand](#) load

General guidelines for supply from underground pad-mounted transformers are as follows:

- 120/240V single-phase, three-wire, supply is available up to 167 kVA, or
- 120/208V three-phase, four-wire, supply is available for loads up to 750 kVA [Demand](#) load, or 2000A
- 347/600V, three-phase, four-wire, supply is available for loads up to 1500 kVA [Demand](#) load. 1500A

2.3.5 Voltage Guidelines

NOTL Hydro supplies and maintains service voltages at the [Ownership Demarcation Point](#) within the guidelines of the current version of [CSA](#) standard C235 (R2019 time of writing) “Preferred voltage levels for AC systems up to 50,000 V”.

For secondary supply voltages, the operating ranges are as follows:

Nominal 120/240 V:

- Normal Operating Range: 110/220 V to 125/250 V
- Extreme Operating Range: 106/212 V to 127/254 V

Nominal 120/208 V:

- Normal Operating Range: 112/194 V to 125/216 V
- Extreme Operating Range: 110/190 V to 127/220 V

Nominal 347/600 V:

- Normal Operating Range: 318/550 V to 360/625 V
- Extreme Operating Range: 306/530 V to 367/635 V

For NOTL Hydro primary nominal voltages of 15,935/27,600 V and 2,400/4,160 V, the voltage range limits should be +/- 6% of the nominal voltage.

Where voltages lie outside the indicated limits for [Normal Operating Range](#) but within the indicated limits for [Extreme Operating Range](#), 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 as required basis, assessed on an individual basis. The urgency for such action will depend on factors such as the location and nature of energy exchange or circuit involved, as well as 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](#). 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 as outlined in *section 1.11 – 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 generator does not parallel with NOTL Hydro’s system without proper interface protection and may be subject to regular testing by NOTL Hydro to verify functionality.

[Customers](#) with permanently connected emergency generation equipment shall notify NOTL Hydro regarding the presence of such equipment.

Generation systems found to be feeding into the distribution system without proper approval of

NOTL Hydro shall be subject to immediate disconnection.

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. The [Customer](#) will provide a convenient and safe location, reserved solely for metering equipment, with outside access acceptable to NOTL Hydro and the [Electrical Safety Authority](#), for the installation of NOTL Hydro revenue metering equipment, free of charge or rent.

The type of metering will be based on the [Customer's Rate](#) class, [Energy](#) consumption and peak load. The security and accuracy of metering will be maintained under [Regulations and standards](#) established by [Measurement Canada](#) and NOTL Hydro.

All [Customers](#) must contact NOTL Hydro to acquire a Customer Service Layout prior to the installation of a service. Installations that do not conform to the requirements outlined on the Customer Service Layout will not be connected. For [Customer](#) specific metering requirements please see *Section 3 – Customer Class Specific*.

NOTL Hydro will typically install metering equipment at the [Customer](#) secondary [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](#) shall be mounted outdoors on a [Meter Socket](#) approved by NOTL Hydro.

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

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.

[Customers](#) will allow *only* a properly identified employee or authorized agent of NOTL Hydro to remove, inspect, connect, adjust, or repair NOTL Hydro metering, service entrance equipment, communications equipment, or other plant located on the [Customer's](#) premises. [Customers](#) shall also grant NOTL Hydro employees and agents free access to NOTL Hydro meters, wires and other equipment as per *Section 1.7.1 – Access to Customer Property*. Where safety or reliability of the electrical [Distribution System](#) is at risk, free access will be required at all times.

When indoor metering has been approved by NOTL Hydro, direct keyed access must be provided 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. The key will be placed in a lock box on the exterior of the [Building](#), to be supplied, installed and maintained by NOTL Hydro. [Customers](#) with existing indoor meters may be required to provide a key for this purpose.

2.3.7.1 Multi-Unit Residential Buildings

NOTL Hydro will generally require individual metering per self-contained residential unit. [Bulk Metering](#) will be permitted for multi-unit dwellings at the discretion of NOTL Hydro. 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 unit or apartment number prior to [Connection](#) by NOTL Hydro. The identification shall be applied to all service switches, circuit breakers, meter cabinets, and meter mounting devices.

2.3.7.2 Main Switch and Meter Mounting Devices

The [Customer's](#) main switch immediately preceding the meter shall be installed so that the top of the switch is 1.83 meters or less from the finished floor and shall permit the sealing and padlocking of:

- The handle in the "open" position; and
- The cover or door in the closed position.

The [Customer](#) is required to supply and install an NOTL Hydro approved [Meter Socket](#) appropriate for the main switch rating and [Supply Voltage](#), as required.

Meter mounting devices for use on Commercial/Industrial accounts shall be installed where specified by NOTL Hydro. Where required, the [Customer](#) is to supply and install a meter cabinet to contain NOTL Hydro's metering equipment.

2.3.7.3 Special Enclosures

Special [CSA](#) approved meter entrance enclosures may be permitted. The [Customer](#) shall submit a detailed drawing for NOTL Hydro approval prior to installation.

2.3.7.4 Barriers

Barriers are required in each section of switchgear or service entrance equipment between metered and unmetered conductors and may also be required between sections reserved for NOTL Hydro and [Customer](#) use.

2.3.7.5 Auxiliary Connections

All [Connections](#) to circuits such as fire alarms, exit lights and [Customer](#) instrumentation shall be made to the load side of NOTL Hydro's metering.

No [Customer](#) equipment shall be connected to any part of the NOTL Hydro metering circuit without prior approval from NOTL Hydro.

2.3.7.6 Instrument Transformers

The number, size and location of all instrument transformers shall be determined solely by NOTL Hydro. Installations will typically be located in a pad-mount transformer, meter cabinet or self-contained meter base.

In situations where instrument transformer cabinets are required, a separate [Meter Socket](#) must be supplied and installed by the [Customer](#). The cabinet and [Meter Socket](#) will be connected by a dedicated 1½ inch fished conduit (not to exceed 3 metres) and shall not contain more than three 90° bends or fittings with removable covers. NOTL Hydro must approve the cabinet size, final layout and arrangements of components as required prior to fabrication or ordering of equipment.

2.3.7.7 Interval Metering

The Distribution System Code, as amended from time to time, requires the Distributor to meter Customers of specific load levels with pulse-recording meters, or interval meters, which are interrogated remotely. NOTL Hydro, at its sole discretion, will install an interval meter for all new or upgraded services where the peak Demand is forecast to be 50 kW or greater, or for any customer wishing to participate in the spot market pass-through pricing. NOTL Hydro may also require such metering on any Customer whose load characteristics may have a significant impact on the Net System Load Shape, or where reasonable access to the meter for the purpose of acquiring metering data may be limited due to location.

A Customer that requests 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 re-verification of the meter, installation and ongoing provision of communication line or communication link with the Customer's meter, and cost of metering made redundant by the Customer requesting interval metering. The communication system utilized for interval meters shall be in accordance with the NOTL Hydro's requirements.

Solid-state recorders and/or Electronic Interval Meters installed by NOTL Hydro have provision for remote interrogation. When cellular technology is not effective, a phone line exclusive to NOTL Hydro will be used to retrieve Interval Meter Data. The Owner will facilitate the provision of a telephone line in the metering cabinet for NOTL Hydro's metering purposes. 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 the installation and ongoing monthly costs of operating the phone line and meter interrogation. The [Customer](#) must provide a ½ inch conduit from their telephone room to the meter cabinet regardless of which technology is utilized. The communication technology used is at NOTL Hydro's discretion and may be changed at any time if required.

2.3.7.8 Net Metering

A net meter is necessary when an Embedded Generation [Customer](#) utilizing Renewable Energy Technology requires bi-directional metering which will be supplied at the [Customer's](#) Cost. Net metering measures the electricity supplied into NOTL Hydro's [Distribution System](#) against the electricity you consumed resulting in a "net" [Energy](#) value from which your bill is calculated. Under Net Metering agreements, accumulated electricity credits from excess generation cannot be carried forward beyond a billing period exceeding twelve months, after which the value of

any remaining accumulated electricity credits are reduced to \$0 and the net metered billing cycle is repeated.

NOTL Hydro should be consulted for further information, specific requirements and obligations.

2.3.7.9 Meter Reading

NOTL Hydro shall have access to the [Customer's](#) property and meter equipment for meter reading purposes. If a reading cannot be obtained, the [Customer's](#) bill will be estimated based on historical consumption values for a limited time frame. At NOTL Hydro's request, the [Customer](#) will be required to provide access to the premises at a mutually convenient time for meter reading purposes. 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.

2.3.7.10 Final Meter Reading

When a service is changing over to another [Customer](#), address, [Retailer](#) or is no longer required, the [Customer](#) shall provide sufficient notice (minimum of 5 business days) of the termination date to allow NOTL Hydro to arrange for a final meter reading. 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.

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

2.3.7.11 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](#). 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 to 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](#) determines that the [Customer](#) was overcharged, NOTL Hydro will reimburse the [Customer](#) for the amount incorrectly billed up to a maximum of 2 years.

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 to a maximum of two years. NOTL Hydro will correct the bills for that period in accordance with the Regulations under the Electricity and Gas Inspection Act.

2.3.7.12 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.

See Appendix 3 - Dispute Meter Test – Agent’s Fee Policy

2.3.8 Transformation

NOTL Hydro will typically supply, install, own and maintain transformers for installations as described in *Section 2.3.4.2 – Supply Voltage Offerings*.

A [Customer](#) may request or be required by NOTL Hydro to supply, install and maintain a privately-owned transformer at their cost. All privately owned transformers must be manufactured in accordance with specification CAN/[CSA](#) C2 or C88, latest edition as well as NOTL Hydro material specifications. The [Customer](#) shall submit a minimum of three quotations to NOTL Hydro from approved vendors, complete with loss information. NOTL Hydro will determine the successful bid based on the information provided. Shop drawings shall be submitted to NOTL Hydro for approval prior to manufacturing. NOTL Hydro may specify that the [Customer](#) purchase a transformer with multiple high voltage windings, suitable for [Connection](#) to two system voltages in order to facilitate voltage conversions.

For all Residential [Customers](#), transformation costs are covered under the standard allowance. A [Customer](#) shall pay 100% of the actual cost of transformation for any Development or [General Service](#).

Customer Owned Substations

[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.

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. In addition to obtaining the approval of the [ESA](#) for substation equipment, the [Customer](#) shall also obtain NOTL Hydro approval of any components which may affect NOTL Hydro’s system (i.e. cables, surge arrestors, terminators, protective and switch devices etc.). This approval shall be obtained well in advance of tender documents being issued. NOTL Hydro will provide planning details upon [Application for Service](#)

Owners of private substations are encouraged to perform regular maintenance to their electrical equipment. To facilitate and encourage the maintenance of this equipment, NOTL Hydro will provide one power interruption, at no charge, each year at the [Customer](#) substation. This no-charge service would be provided during normal working hours.

2.3.9 Clearances & Access to Utility Equipment

All pad-mounted equipment must be accessible by truck at all times and maintain a minimum clearance of one (1) metre around the perimeter and four (4) metres in front of all access doors.

Any contractor or [Customer](#) working in the vicinity of NOTL Hydro's overhead plant, must maintain safe Limits of Approach as defined by the Infrastructure Health and Safety Association (IHSA).

2.4 Tariffs and Charges

2.4.1 Service Connections

NOTL Hydro shall recover costs associated with the installation of [Customer](#) service [Connections](#), by [Customer](#) Class, via a Basic [Connection](#) Charge and a Variable [Connection](#) Charge, as applicable. See *Appendix 6 – Tables*

For residential [Customers](#), the Basic [Connection](#) entitlement for each [Customer](#) shall include:

- Supply and installation of overhead distribution transformation capacity or an equivalent credit for transformation equipment for up to 200 amperes and;
- Up to 30 metres of overhead service wire from the point of entry of the [Customers](#) property to the [Customer's Connection](#) point, or an equivalent credit for underground services and;
- One service-crossing pole located on the road allowance where necessary for maintaining clearance of overhead service conductors over the roadway.

Any service that does not qualify as a Basic [Connection](#) will be subject to a Variable [Connection](#) charge. These charges are calculated based on actual costs for labour/material beyond the standard allowance and will be collected prior to scheduling the required work.

In the event that NOTL Hydro receives an Authorization for [Connection](#) from [ESA](#) and the Service is not ready for [Connection](#) (i.e. panel ground not completed, panel access not available, underground not installed), the [Customer](#) will be charged actual cost for the second call out.

***Note:** [Connection](#) charges and fees for property developments such as subdivisions that require system [Expansions](#) are outlined in Section 2.1.2 – Expansions / Offer to Connect.*

2.4.1.1 Service Security Deposits

The cost to supply and install equipment required for [Connection](#) will be tracked and charged to the [Customer](#). A deposit in the amount of the estimated cost of the project must be paid in full to NOTL Hydro prior to ordering materials and scheduling. The final cost of the project may vary, due to fluctuating material costs and/or unforeseen circumstances. Upon completion of the project, a breakdown of the actual costs will be prepared, and either a refund issued or an invoice for the shortfall prepared.

2.4.2 Energy Supply

2.4.2.1 Standard Service Supply

NOTL Hydro shall provide [Customers](#) connected to the [Distribution System](#) with access to electricity through Standard Supply Service as defined in the [Retail Settlement Code](#) published by the [OEB](#) or as mandated through Legislation or [Regulations](#) issued by the Ministry of Energy.

Disputes arising from charges relating to Standard Supply Service shall be directed to NOTL Hydro.

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

Disputes arising from charges relating to [Retailer](#) Service shall be directed to the [Retailer](#).

NOTL Hydro may, at its discretion, refuse to process a Service Transfer Request for a [Customer](#) to switch to a [Retailer](#) if that [Customer](#) owes money to NOTL Hydro for [Distribution Services](#) and or Standard Supply Service.

There are no physical service [Connection](#) differences between Standard Service Supply (SSS) [Customers](#) and [Customers](#) of third party [Retailers](#). Both [Customer Energy](#) supplies are delivered through NOTL Hydro with the same distribution requirements. Therefore, all service [Connection](#) requirements applicable to the SSS [Customers](#) are applicable to third party [Retailers' Customers](#).

[Customers](#) enrolled with a [Retailer](#) should be aware that their monthly bill will include other charges such as Global Adjustment that are not covered under their [Retailer](#) contract.

2.4.2.2 Wheeling of Power

Customers considering delivery of electricity through Niagara-on-the-Lake Hydro's distribution system shall contact Niagara-on-the-Lake Hydro for technical requirements and current applicable Rates. See *Appendix 6 – Tables*

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 Security Deposit Policy (*Refer to Appendix 2*).

2.4.4 Billing

NOTL Hydro generally render bills to its [Customers](#) on a monthly basis but may increase the frequency in accordance with Section 2.4.32 of the [DSC](#).

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.

Charges for [Distribution Services](#) are made as set out in the schedule of [Rates](#) available from

NOTL Information about rate changes will be communicated to all [Customers](#) with the first billing issued at revised [Rates](#).

2.4.4.1 Electricity Charges:

[Rates](#) are determined by:

- a) The Hourly Ontario Spot Market Price (HOEP); or
- b) The utilities Weighted Average Price (WAP) as determined by net system load; or
- c) The [Customers Retailer](#) contract rate; or
- d) The [Rates](#) published by the OEB; or
- e) Legislation or [Regulations](#) issued by the Ministry of Energy.
- f) Global Adjustment

These charges are typically the commodity charges related to [Energy](#) however do not need to be limited to same.

2.4.4.2 Non-competitive Charges:

Non-competitive Charges are based on [Rates](#) approved by the Ontario Energy Board and fall outside the scope of this document as they are adjusted on an annual basis. Approved [Rates](#) as they relate to the transmission, distribution and other non-competitive elements may be attained through the utility's [Rate](#) documents. These documents will be provided by the utility at the [Customer's](#) request.

These charges can include but are not limited to; distribution charges, transmission charges, global adjustments.

2.4.4.3 Billable Units:

[Customers](#) will be billed on:

- a) Actual or estimated meter reading data; or
- b) Derived consumption data (Streetlights, sentinel lights and other scattered loads); or
- c) A flat rate, depending on the type of load being billed.

2.4.4.4 Use of Estimates:

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

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

2.4.4.5 Billing Errors

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

In cases of overbilling, the Distributor shall refund the amount owed to the Customer upon the

completion of the investigation and over a period of time mutually agreed to by both the Distributor and the Customer, but no longer than the duration of the error.

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

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

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

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

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

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

2.4.5 Payments

Bills are rendered for [Distribution Services](#) and electrical [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 to the amount of the bill outstanding.

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 which may arise from a variety of conditions including but not limited to:

- a) Return Cheque Charge - For the processing of non-sufficient fund (N.S.F.) cheques or pre-authorized payments
- b) Account Setup Charge - A change of occupancy charge will apply to all accounts taken over by a new [Customer](#). Landlords with a Continuing [Service Agreement](#) on file with NOTL Hydro are exempt from this charge.
- c) Collection of Account Charge – No [Disconnection](#). NOTL Hydro will apply a Collection of Account charge to a [Customer's](#) account for the delivery of a [Disconnection](#) Notice due to non-payment. If [Disconnection](#) of electric service occurs, the collection charge will be reversed.
- d) Reconnection Charge - A [Consumer](#) disconnected for non-payment shall be required to

pay a reconnection fee.

All above charges are per [OEB](#) Approved [rates](#) which are subject to H.S.T.

2.4.6 Hours of Operation

NOTL Hydro will undertake necessary programs to maintain and enhance its distribution plant as part of its planned activities during normal business hours as identified in Section 1.5. Where a [Customer](#) requests that these planned activities or [Customer](#) requested activities are done outside normal working hours, then the [Customer](#) shall pay 100% of the associated costs (overtime rates applicable). Services disconnected for non-payment that require a reconnection after normal business hours will be subject to the after-hours reconnect charge.

2.5 Customer Information

NOTL Hydro reserves the right to request specific information from the [Customer](#) in order to facilitate the normal operation of its business. Failure of a [Customer](#) to supply such information may prevent the normal continuation of service.

NOTL Hydro acknowledges that no confidential information regarding its' [Customers](#) shall be released to a third party without the expressed prior written consent of the [Customer](#) unless the request is rightfully received from the third party requesting the information, or the [Distributor](#) is legally required to disclose such information under the terms and in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31.

A third party who is not a [Retailer](#) may request historical usage information with the written authorization of the [Customer](#). 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 [IESO](#) or the [OEB](#). NOTL Hydro may charge a fee that has been approved by the [OEB](#) for all other requests for aggregated information.

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

Under these requirements, the [Distributor](#) shall upon authorization by a [Customer](#) make the following information available to the [Customer](#) or the [Retailer](#) that provides electricity to a [Customer](#) connected to the [Distributors' Distribution System](#):

- a) The [Distributors'](#) account number for the [Customer](#),
- b) The [Distributors'](#) meter number for the meter or meters located at the [Customer's](#) service address
- c) The [Customer's](#) service address,
- d) The date of the most recent meter reading,
- e) The date of the previous meter reading,
- f) Multiplied kilowatt-hours recorded at the time of the most recent meter reading,
- g) Multiplied kilowatt-hours recorded at the time of the previous meter reading,
- h) Multiplied kW for the billing period (if [Demand Metered](#)),
- i) Multiplied kVA for the billing period (if available),

- j) Usage (kWh's) for each hour during the billing period for interval-metered [Customers](#)
- k) An indicator of the read type (e.g., [Distributor](#) read, [Consumer](#) read, [Distributor](#) estimate, etc.)
- l) Average [Distribution Loss Factor](#) for the billing period

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](#).

Section 3 - Customer Class Specific

The following sections refer to services and requirements that are specific to individual [Customer](#) Classes. [Customers](#) are responsible for notifying NOTL Hydro of any change in classification.

3.1 Residential Services

This classification refers to **standard** residential accounts taking electricity at 240V or less where the electricity is used exclusively in a separately metered living accommodation. [Customers](#) shall be residing in single-dwelling units that consist of a detached house or one unit of a semi-detached, duplex, triplex or quadruplex house, with a residential zoning. Separately metered dwellings within a town house complex or [Apartment Building](#) also qualify as residential [Customers](#). [Energy](#) is supplied to residential [Customers](#) as single-phase, three-wire, having a nominal voltage of 120/240V or 120/208V (i.e. Network), up to a maximum of 200A per dwelling unit.

Subject to technical constraints, a **non-standard**, single phase 120/240V service greater than 200A may be available for a residential [Building](#), however, [General Service](#) conditions will apply (*see Section - 3.2 General Services – Less Than 50 kW*).

[Residential Services](#) are provided overhead with the exception of the following:

- Designated underground areas; *Refer to Appendix 4*
- [Customer](#) request for U/G service [Connection](#).
- Areas defined by subdivision or development agreements.

See *Appendix 6 Table 1 for a summary of [Ownership Demarcation Point](#), Standard Allowance and [Connection Fees](#) for [Residential Services](#).*

3.1.1 Overhead Services - Residential

Upon receiving an 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.

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

- An OESC approved point of attachment is to be supplied and installed by the [Customer](#).
- This point of attachment device must be located:
 - Not less than 4.5m nor greater than 5.5m above grade (to facilitate proper ladder handling techniques).
 - Between 1.5m and 0.3m below the service head.
 - Within 9.14m of the face of the [Building](#).
- The [Customer](#) shall supply, install and maintain a [CSA](#) approved [Meter Socket](#), which shall be mounted outside such that the midpoint of the meter is 1.73m (\pm 100mm) above finished grade, within 1.0m of the face of the [Building](#) (in front of any existing or proposed fence), unless otherwise approved by NOTL Hydro.
- Clearance no less than 4.5m shall be provided and maintained between utility

conductors and finished grade.

- A minimum horizontal clearance of 1.0m shall be provided between utility conductors and any second story window.
- Services that necessitate access to adjacent properties (mutual drives, narrow side set-backs, etc.) shall require the completion of an easement or written consent from the property owner(s) involved.
- Any alterations or service upgrades with an existing indoor meter location will require the meter base to be relocated outdoors as noted above.
- Any primary O/H service or [Secondary Services](#) beyond the standard allowance (30m), will require the [Customer](#) to supply, install and maintain private equipment. All private installations must be inspected by [ESA](#) prior to [Connection](#). A connection authorization must be received from ESA prior to NOTL Hydro connecting the service. The standard allowance does not apply for private services.

3.1.2 Underground Services - Residential

Upon receiving an 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.

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

- The [Customer](#) shall supply, install and maintain an oversized 200A rated [Meter Socket](#) from a [CSA](#) approved manufacturer, which shall be mounted outside such that the midpoint of the meter is 1.73m ($\pm 100\text{mm}$) above finished grade, within 1.0m of the face of the [Building](#) (in front of any existing or proposed fence), unless otherwise approved by NOTL Hydro.
- When a 200A upgrade is required and the existing U/G cable is insufficient, NOTL Hydro will review service cost on an individual basis.
- Services that necessitate access to adjacent properties (mutual driveways, narrow side set-backs, etc.) will require the completion of an easement or written consent from the property owner(s) involved.
- Any alterations or upgrades of service with existing indoor meter location will require the meter base to be relocated outdoors as noted above.
- NOTL Hydro reserves the right to require the [Customer](#) to supply, install and maintain private equipment due to site conditions. All private installations must be inspected by [ESA](#) prior to [Connection](#). A connection authorization must be received from ESA prior to NOTL Hydro connecting the service. The standard allowance does not apply.
- Private services supplied from a NOTL Hydro pole will require the [Customer](#) to provide 7.6 meters of the appropriately sized DBII conduit or equivalent and weather head for the service - to be installed by NOTL Hydro.

3.1.2.1 Designated Areas - Residential

[Customers](#) in designated U/G areas that make application for a new service [Connection](#) will be required to install U/G service cable. Similarly, [Customers](#) that make application to upgrade or alter existing O/H service [Connections](#) are required to convert to an U/G cable [Connection](#). NOTL Hydro will typically install and maintain service conductors for the standard service. The [Customer](#) will be required to pay 100% of the actual cost for the U/G service less the standard allowance for an O/H service. The cost will be calculated from the [Delivery Point](#) to

the [Demarcation Point](#) with no minimum charge. Installation beyond the [Demarcation Point](#) is the responsibility of the [Customer](#).

3.1.2.2 Customer Requested - Residential

In areas other than those designated U/G areas, [Customers](#) may make application for a new or upgraded service [Connection](#) by U/G service cable. NOTL Hydro will typically install and maintain service conductors for the standard service. The [Customer](#) will be required to pay 100% of the actual cost for the U/G service less the standard allowance for an O/H service. The cost will be calculated from the [Delivery Point](#) to the [Demarcation Point](#) no less than the applicable minimum charge.

3.1.2.3 Subdivisions - Residential

In areas developed under plan of subdivision, new service [Connections](#) are provided by U/G cable. NOTL Hydro will typically install and maintain service conductors for the standard service. The [Customer](#) will be required to pay 100% of the actual cost. The cost will be calculated from the U/G service stub to the meter base unless no service stub exists. Where no service stub exists, the cost will be calculated from the [Connection](#) point to the meter base. A minimum charge will apply.

***Note:** Meter base must be located on the same side of lot as the service stub with no exceptions.*

3.1.3 Privately Owned Townhouse Complexes & Developments

Privately owned townhouse complexes and developments that are situated on private lands and road ways will be classified as private [Connections](#). NOTL Hydro will make an Offer to Connect or require a Development Agreement with the [Developer](#). An engineered drawing depicting the proposed [Connection](#) point, transformers & meter base locations shall be submitted to NOTL Hydro for approval.

The electrical design must be constructed to NOTL Hydro's Standards and in compliance with the applicable Ontario Electrical Safety Code, laws, [Regulations](#) and codes. The service shall be inspected by both NOTL Hydro and [ESA](#) prior to [Connection](#). A connection authorization must be received from ESA prior to NOTL Hydro connecting the service.

The [Customer](#) will be responsible for all maintenance of the electrical plant up to the [Ownership Demarcation Point](#) as outlined on the approved electrical drawing.

If a prior arrangement is made to have NOTL Hydro own the private [Distribution System](#), the Developer shall provide a warranty period of 24 months following energization. Complete specification of equipment, service drawings and proof of inspection by [ESA](#) has to be handed over to NOTL Hydro before it agrees to assume ownership of the plant.

3.2 General Services - Less Than 50 kW

This classification refers to accounts requiring 750 volts or less whose monthly average peak [Demand](#) is less than or is forecast to be less than 50 kW and do not meet the **standard Residential Service** criteria (see Section - 3.1 Residential Services). Examples include, but are not limited to, [Apartment Buildings](#), **non-standard** residential (>200A) as well as small commercial, industrial and institutional developments.

[General Services](#) are supplied O/H with the exception of the following:

- As outlined in *Section 2.3.4.2 - Supply Voltage Offerings*
- Designated underground areas; *Refer to Appendix 4*
- [Customer](#) request for U/G service [Connection](#).

Where the size of a [Customer's](#) electrical service warrants, or upon request for an underground service, the [Customer](#) may be required to provide facilities on their property to house the necessary transformer(s) and/or switching equipment.

For [General Services](#) (<50 kW), the Basic [Connection](#) Fee is recovered through [Rates](#), however, transformation and metering, as well as any additional material and labour will be at [Customer](#) cost.

See *Appendix 6 Table 2 for a summary of [Ownership Demarcation Point](#), Standard Allowance and [Connection Fees](#) for [General Services](#) < 50 kW.*

3.2.1 Overhead Services – General (<50 kW)

Upon receiving an 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.

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

- An OESC approved point of attachment is to be supplied and installed by the [Customer](#).
- This point of attachment device must be located:
 - Not less than 4.5m nor greater than 5.5m above grade (to facilitate proper ladder handling techniques).
 - Between 1.5m and 0.3m below the service head.
 - Within 9.14m of the face of the [Building](#).
- The [Customer](#) shall supply, install and maintain a [Meter Socket](#) from a [CSA](#) approved manufacturer, which shall be mounted outside such that the midpoint of the meter is 1.73m (± 100 mm) above finished grade, within 1.0m of the face of the [Building](#) (in front of any existing or proposed fence), unless otherwise approved by NOTL Hydro.
- Clearance no less than 4.5m shall be provided and maintained between utility conductors and finished grade.
- A minimum horizontal clearance of 1.0m shall be provided between utility conductors and any second story window.
- Services that necessitate 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.
- Any alterations or service upgrades with an existing indoor meter location will require the meter base to be relocated outdoors as noted above.
- The [Customer](#) will be required to pay 100% of the cost of service [Connection](#) and installation. The Standard Allowance credit does not apply.

Any primary O/H service or [Secondary Services](#) beyond the standard allowance (30m) will require the [Customer](#) to supply, install and maintain private equipment. All private installations must be inspected by [ESA](#) prior to [Connection](#). A connection authorization must be received from ESA prior to NOTL Hydro connecting the service. The standard allowance does not apply for private services.

3.2.2 Underground Services – General (<50 kW)

Upon receiving an 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.

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

- The [Customer](#) shall supply, install and maintain an oversized 200A rated [Meter Socket](#) from a [CSA](#) approved manufacturer, which shall be mounted outside such that the midpoint of the meter is 1.73m (\pm 100mm) above finished grade, within 1.0m of the face of the [Building](#) (in front of any existing or proposed fence), unless otherwise approved by NOTL Hydro.
- When a 200A upgrade is required and the existing U/G cable is insufficient, NOTL Hydro will review service cost on an individual basis.
- Services that necessitate 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.
- Any alterations or upgrades of service with existing indoor meter location will require the meter base to be relocated outdoors as noted above.
- The [Customer](#) will be required to pay 100% of the cost of service [Connection](#) and installation. The Standard Allowance credit does not apply.
- NOTL Hydro reserves the right to require the [Customer](#) to supply, install and maintain private equipment due to site conditions. All private installations must be inspected by [ESA](#) prior to [Connection](#). A connection authorization must be received from ESA prior to NOTL Hydro connecting the service.
- Private services supplied from a NOTL Hydro pole will require the [Customer](#) to provide 7.6 m of the appropriately sized DBII conduit or equivalent and weather-head for the service - to be installed by NOTL Hydro.

3.2.2.1 Designated Areas - General (<50 kW)

[Customers](#) in designated U/G areas that make application for a new service [Connection](#) will be required to install U/G service cable. Similarly, [Customers](#) that make application to upgrade or alter existing O/H service [Connections](#) are required to convert to an U/G cable [Connection](#). NOTL Hydro will typically install and maintain service conductors for the standard service. The [Customer](#) will be required to pay 100% of the actual cost for the U/G service. The cost will be calculated from the [Delivery Point](#) to the [Demarcation Point](#), no less than the applicable minimum charge. Installation beyond the [Demarcation Point](#) is the responsibility of the [Customer](#).

3.2.2.2 Customer Requested - General (<50 kW)

In areas other than those designated U/G areas, [Customers](#) may make application for a new or

upgraded service [Connection](#) by U/G service cable. The [Customer](#) will be required to pay 100% of the actual cost for the U/G service. The cost will be calculated from the [Delivery Point](#) to the [Demarcation Point no less than the applicable](#) minimum charge. Installation beyond the [Demarcation Point](#) is the responsibility of the [Customer](#).

3.3 General Services - Greater Than 50 kW

This section applies, but is not limited to, large commercial, industrial, and institutional developments. All [Customers](#) with an average peak [Demand](#) greater than or equal to 50 kW and less than 5000 kW over the past twelve months are to be classified as [General Service Greater Than 50 kW](#). For new [Customers](#) without prior billing history, the peak [Demand](#) will be based on 90% of the proposed capacity or installed transformation.

[General Services](#) are supplied O/H with the exception of the following:

- As outlined in *Section 2.3.4.2 - Supply Voltage Offerings*
- Designated underground areas; *refer to Appendix 4*
- [Customer](#) request for U/G service [Connection](#).

All primary and secondary equipment will be privately installed, owned and maintained beyond the [Demarcation Point](#). NOTL Hydro will typically own the transformer unless specifically requested by the [Customer](#), or if the required load exceeds 1500 kVA (347/600V) or 750 kVA (120/208V). All [Customers](#) with privately owned transformers are responsible for their own maintenance and contingency plan for backup transformation.

For [General Services](#) (>50 kW), the [Connection](#), transformation and metering, as well as any additional material and labour will be at [Customer](#) cost.

The Standard Allowance entitlement for [General Services](#) is not recovered through [Rates](#), therefore transformation, metering and [Connection](#) fees will be at [Customer](#) cost.

In addition to the requirements above for Section 3.2 General Service (<50 kW), the following requirements apply:

- a) The [Customer](#) shall supply the following to NOTL Hydro well in advance of installation commencement:
 - Proposed service entrance equipment rated current capacity (Amperes), voltage rating and metering requirements
 - Proposed total load summary in kVA and/or kW (Winter and Summer), including potential future loading.
 - Details with respect to heating equipment, air-conditioners, motor starting current limitation and any appliances which [demand](#) a high consumption of electrical [Energy](#).
 - Locations of other services such as gas, telephone, water and communication infrastructure.
 - Survey and site plans 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.
- b) The [Customer](#) shall construct or install all civil infrastructure (including but not

limited to poles, U/G conduits, cable pull vaults, [Transformer Room](#)/vault/pad) beyond the demarcation point, that is deemed required by NOTL Hydro. All civil infrastructures are to be in accordance with NOTL Hydro's current standards, practices, specifications, these [Conditions of Service](#) and the Ontario Electrical Safety Code. 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.

- c) Access doors, panels, slabs and vents shall be kept free from obstructions. 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.
- d) The owner may be required to supply and maintain an electrical room of sufficient size to accommodate the service entrance and metering equipment and provide clear working space in accordance with the Ontario Electrical Safety Code. 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. The electrical room shall have a minimum ceiling height of 2.2 m clear, be provided with adequate illumination at the working level, in accordance with Illuminating Engineering Society (I.E.S.) guidelines, and a 120V convenience receptacle. The lights and receptacle noted above and any required vault circuit shall be supplied from a panel located and clearly identified in the electrical room.
- e) The electrical room, if required, must be located as to provide safe access from the outside. When indoor metering has been approved by NOTL Hydro, direct keyed access must be provided 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. The key will be placed in a lock box on the exterior of the [Building](#), to be supplied, installed and maintained by NOTL Hydro. [Customers](#) with existing indoor meters may be required to provide a key for this purpose.

Services that exceed 50 kW [Demand](#) will require an Interval Meter, refer to *Section 2.3.7.7 – Interval Metering*. NOTL Hydro reserves the right to impose a primary metering unit (>750V).

See *Appendix 6 Table 3* for a summary of [Ownership Demarcation Point](#), Standard Allowance and [Connection](#) Fees for [General Services](#) Greater Than 50 kW.

3.3.1 Drawings/Technical Requirements

The [Customer](#) shall contact NOTL Hydro for utility specific requirements in addition to the following items.

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 of all services proposed and/or existing such as water, gas, storm and

sanitary sewers, telephone, etc on the property.

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 of the high voltage transformation on the property. This is subject to approval by NOTL Hydro and [ESA](#).

Electrical Room Floor Plan

Indicate preferred location of the electrical room and the main switchboard in the [Building](#). Provide a scale plan 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 & future load summary for lighting, heating, ventilation, air conditioning etc. (winter & summer). Also, indicate the estimated initial kilowatt [Demand](#) and ultimate maximum [Demands](#).

Short circuit study

The customer shall provide a short circuit study with fault current contribution for services greater than 200 Amperes.

3.4 Large Use Customer

This section applies to large commercial, industrial, and institutional developments. All non-residential [Customers](#) with an average peak [Demand](#) of 5000 kW or higher over the past twelve months are to be classified as Large Use. For new [Customers](#) without prior billing history, the rate class will be determined based on 90% of the proposed capacity or installed transformer.

All requirements listed in *Section 3.3 - General Service (>50 kW)*, apply to [Large Use](#) (>5000kW) [Customers](#).

An [Interval Meter](#) will be required, refer to *Section 2.3.7.7 – Interval Metering*. NOTL Hydro reserves the right to impose a primary metering unit (>750V).

Where a [Customer](#) owned substation is deemed necessary, refer to *Section 2.3.8 – Transformation (Customer Owned Substation)* for applicable requirements.

The customer shall provide a short circuit study with fault current contribution for services greater than 200 Amperes.

3.5 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 will be charged to the [Embedded Generator](#). [Embedded Generators](#) with renewable [Energy](#) sources are subject to cost sharing [Connection](#) arrangements as outlined in Section 3.2.5 (A,B,C) of the [Distribution System Code](#).

NOTL Hydro should be consulted for further information, specific requirements and obligations. See *Appendix 5 – Embedded Generation and Net Metering Policy*.

3.6 Embedded Market Participant

All embedded [Market Participants](#), within the jurisdiction of NOTL Hydro, once approved by the [IESO](#) 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 further information, specific requirements and obligations.

3.7 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 further information, specific requirements and obligations.

3.8 Unmetered Connections

The following section relates to the supply of power to [Unmetered Loads](#), however, if metering is deemed required, please refer to *Section 3.2 – General Service (<50 kW)*.

3.8.1 Street Lighting

Where the street lighting is installed, owned, and maintained by the Municipality or a third party, a Joint Use Agreement may be required for attachment to the [Distribution System](#). Installations shall meet the requirements of Ontario Regulation 22/04 and the Ontario Electrical Safety Code.

The owner shall ensure qualified personnel are engaged to work on the streetlight system and that the plant is maintained in a manner as to not be a hazard to the [Distribution System](#) and/or the public.

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

3.8.2 Traffic Signals

Traffic signals and pedestrian crossover lights are owned and maintained by the applicable road authority. The customer shall submit traffic signal plans to NOTL Hydro well ahead of time to plan and schedule energization. Any traffic signals or pedestrian crossover lights, if attached to

the Distribution System will be required to be in compliance with Regulation 22/04 and the Ontario Electrical Safety Code.

3.8.3 Bus Shelters

Prior approval from NOTL Hydro is required for all bus shelter installations that require a power connection. The customer shall submit bus shelter plans to NOTL Hydro well ahead of time to plan and schedule energization. Bus Shelter lighting is owned and maintained by the [Customer](#). Contact NOTL Hydro for power connection.

3.8.4 Decorative Street Lighting

Prior approval from NOTL Hydro is required for all decorative street lighting installations. Such installations could be lighting for festive occasions or “neighborhood character” street-scaping and will be maintained by the [Customer](#).

Where such lighting represents a barrier to [Distribution System](#) maintenance, NOTL Hydro may remove to facilitate work on the system in a safe manner. The owner will be responsible for reinstalling equipment removed by NOTL Hydro.

3.9 General Services - Temporary

Upon receiving an application for a [Temporary Service](#), NOTL Hydro will complete a [Customer](#) service layout indicating the [Connection](#) point, conductor route and cost of [Connection](#) and installation. This service will be classified as [General Service](#) less than 50kW for billing purposes.

A [Temporary Service](#) is a normally metered service provided for construction purposes or special events. [Temporary Services](#) may be supplied overhead or underground at the discretion of NOTL Hydro. 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 6 months. If an extension is required, the [Customer](#) shall contact NOTL Hydro for approval, and also arrange for the service to be re-inspected by the [Electrical Safety Authority \(ESA\)](#). Failure to comply prior to the end of the six-month period will result in [Disconnection](#) of the [Temporary Service](#).

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

- 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 1.73m (± 100 mm) from finished grade.
- In the case of temporary overhead services, the [Customer](#) shall leave 760 mm of cable at the weather-head for [Connection](#) purposes.
- In the case of temporary underground services, the [Customer's](#) cable shall extend to NOTL Hydro's point of supply.

See *Appendix 6 Table 4* for a summary of [Ownership Demarcation Point](#), Standard Allowance and [Connection](#) Fees for [Temporary Services](#).

3.10 Attachments to Distribution Plant

The [Distributor](#) reserves the right to refuse any attachment to the Distribution Plant. [Customer](#) attachments require written consent of the [Distributor](#). Generally, consent will only be provided to licensed franchisees such as Bell Canada, Rogers Cable, and registered Telecom Companies. The [Distributor](#) reserves the right to refuse attachments to its poles.

Pole attachments will require a signed contract between the [Distributor](#) and the [Customer](#). Each pole attachment is subject to a yearly joint use charge and installation must conform to Regulation 22/04. Requesting parties will be responsible for meeting the requirements of Regulation 22/04 and the associated costs. No [Customer](#) owned wires or apparatus are to be installed on the [Distributor's](#) poles prior to entering into a contract and confirming that the installation meets the requirements.

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

Any attachments not approved will be removed by the [Distributor](#) at the owner's expense.

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

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

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

3.10.1 Miscellaneous Attachments

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

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

3.10.2 Joint Use Agreements

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

All construction, installation and maintenance of attachments by the third party will conform to Ontario Regulation 22/04 and follow the appropriate guidelines. The requirements of Regulation 22/04 provide direction on design, material standards, construction and verification of the installations.

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

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

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

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

- **“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 [IESO 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 kilo Volt Amperes (kVA);
- **“Application for Service”** means the agreement or contract with NOTL Hydro under which electrical service is requested;
- **“Board”** or **“OEB”** means the Ontario Energy Board; (A, TDL, [DSC](#))
- **“Building”** means a building, portion of a building, structure or facility;
- **“Bulk meter”** one meter that effectively measures all the electricity used by a [Building](#), both in individual suites and common areas.
- **“CSA”** refers to the Canadian Standards Association
- **“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](#))
- **“Contract for Electrical Service”** is a form which contains the necessary contact information, service address, privacy consent and other conditions necessary to obtain an electrical service with NOTL Hydro.
- **“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](#))
- **“Delivery Point”** means the point at which NOTL Hydro delivers power or [Energy](#) to the

- Customer owned equipment
- **"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)
 - **"Demarcation Point"** see "ownership demarcation"
 - **"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" or "DSC"** 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 IESO -Controlled Grid but instead is connected to a Distribution System; (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)
 - **"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)
- **“ESA”** See **“Electrical Safety Authority”**
- **“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”** applies to an account taking electricity at 750 V or less whose monthly average peak [Demand](#) is less than, or is forecast to be less than 50 kW and do not meet the *standard Residential Service* criteria. Examples include, but are not limited to, [Bulk Metered Apartment Buildings](#), *non-standard* residential (>200 A) as well as small commercial, industrial and institutional developments.
- **“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)
- **“IEEE”** means Institute of Electrical and Electronics Engineers;
- **“IESO ”** means the Independent Electricity System Operator established under the [Electricity Act](#); (A, TDL, DSC)
- **“Interval Meter”** means a meter that measures and records electricity use on an hourly or sub-hourly basis; (RSC, DSC)
- **Large Use definition**
- **“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 existing distribution facilities of the appropriate voltage and capacity.
- **“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 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;
 - **“Normal Operating Range”** means the operating conditions comply with the standards set by the Canadian Standards Association (“CSA”) Standard CAN3-C235- 87 (latest edition);
 - **“OEB”** see **“Board”**
 - **“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](#))
 - **“Person”** includes an individual, a corporation, sole proprietorship, partnership, unincorporated organization, unincorporated association, body corporate, and any other legal entity;
 - **“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 kilo-Volt Amperes Reactive (kVAR);
 - **“Regulations”** means the [Regulations](#) made under the [Ontario Energy Board Act](#) or the [Electricity Act](#); (TDL, [DSC](#))
 - **“Residential Service”** applies to an account taking electricity at 240V or less with a [Demand](#) capacity of <50 kW where the electricity is used exclusively in a separately metered living accommodation. [Customers](#) shall be residing in single-dwelling units that consist of a detached house or one unit of a semi-detached, duplex, triplex or quadruplex house, with a residential zoning. Separately metered dwellings within a town house complex or [Apartment Building](#) also qualify as residential [Customers](#).
 - **“Retail”**, with respect to electricity means, to sell or offer to sell electricity to a [Consumer](#) to act as agent or broker for a [Retailer](#) with respect to the sale or offering for sale of electricity, or 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 [Retail](#)s 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;
- **“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](#))
- **“Unmetered Loads”** means electricity consumption that is not metered and is billed based on estimated usage; ([DSC](#))
- **“Wholesale Market Participant”** means a [Person](#) that sells or purchases electricity or [Ancillary Services](#) through the [IESO](#) - administered markets; (RSC, [DSC](#))



APPENDIX 1 – Disconnection and Reconnection Policy

Niagara on the Lake Hydro Inc.

Purpose

The Disconnection and Reconnection Policy sets out the standards of Niagara-on-the-Lake Hydro Inc. (NOTL Hydro) with respect to [Customer Disconnections](#) and reconnections. NOTL Hydro will provide a consistent framework within the bounds of the [Distribution System Code \(DSC\)](#) upon which to disconnect and reconnect [Customers](#). This Policy applies to all [Customers](#) of NOTL Hydro and will form a part of NOTL Hydro's [Conditions of Service](#).

Scope

This policy describes in detail, the specific terms and conditions utilized by NOTL Hydro related to [Customers](#) disconnected and reconnected including reasons outlined in the DSC section 4.2, the Electricity Act and reflects safety and reliability as a primary requirement.

Policy

In the event that a discrepancy arises between this policy and the Distribution System Code, the Code with prevail.

Definition Statement

Unless otherwise stated, all dates/days contained in this policy are calendar days.

1.0 Safety-Related and Other Disconnections and Reconnections

NOTL Hydro, at its sole discretion, has the right and obligation to disconnect the supply of electrical Energy or service to a Customer for safety-related reasons. In addition, NOTL Hydro may consider other reasons for disconnection including but not limited to, the following circumstances:

- a) Adverse effect on the reliability and safety or the distribution system.

- b) Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system.
- c) A material decrease in the efficiency of the distributor's distribution system.
- d) A materially adverse effect on the quality of distribution services received by an existing connection.
- e) Inability of the distributor to perform planned inspections and maintenance.
- f) Failure of the consumer or customer to comply with a directive of a distributor that the distributor makes for purpose of meeting its licence obligations.
- g) The customer owes the distributor money for distribution services, or for a security deposit. NOTL Hydro shall give the customer a reasonable opportunity to provide the security deposit referred to in Appendix 2 – Security Deposit Policy.
- h) Contravention of existing laws of Canada and the Province of Ontario including the Ontario Electrical Safety Code.
- i) By order of the Electrical Safety Authority (ESA) or if the Customer does not have the required approval(s) from ESA for the connection.
- j) By order of the Independent Electricity System Operation (IESO).
- k) Where there is a power quality issue or electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion.
- l) Where the Customer has a building or structure under NOTL Hydro's wires which is within clearance required by the Canadian Standards Association.
- m) The premises connected are the subject of a stop work order under the Ontario Building Code Act.
- n) An electrical Connection to NOTL Hydro's Distribution System does not meet NOTL Hydro's design requirements or has an outstanding NOTL Hydro Deficiency Notice.
- o) Refusal by the Customer to sign any agreements or provide an easement(s) required to be executed by the Customer under these Conditions of Service.
- p) Violation of any other conditions documented in this Conditions of Service.

NOTL Hydro may also disconnect the supply of electrical [Energy](#) or service to a [Customer](#) without notice in accordance with a court order, or for [emergency](#), safety, or system reliability reasons. Refer to the Conditions of Service Section 2.1.3 *Connection Denial* for additional circumstances and obligations.

2.0 Deficiency Notice Disconnections and Reconnections

If an undesirable system disturbance is being caused by [Customer](#) equipment, a "NOTL Hydro Service Deficiency Notice" will be issued and the [Customer](#) may be required to cease operation of the equipment until satisfactory remedial action has been taken. Failure to comply within 10 business days will result in the [Disconnection](#) of electrical serviced.

[Disconnections](#) for repairs related to the Deficiency Notice will be free of charge during regular operations business hours. Reconnections due to repairs will require an inspection and authorization from the [Electrical Safety Authority \(ESA\)](#) prior to [reconnection](#) of the service. See NOTL Hydro [Conditions of Service](#) section 2.1.4 Inspections Before [Connections](#) for more information.

3.0 Unauthorized Energy Use Disconnections and Reconnections

NOTL Hydro shall use its discretion in taking action to mitigate unauthorized [Energy](#) use. Upon identification of possible unauthorized [Energy](#) use, NOTL Hydro may notify, if appropriate, [Measurement Canada](#), The [Electrical Safety Authority](#), Police Officials, [Retailers](#) that service

[Customers](#) affected by an authorized [Energy](#) use, or other entities. Unauthorized use of [Energy](#) is a criminal offence and the appropriate authorities will be notified of all occurrences.

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](#). NOTL Hydro may recover from the parties responsible for the unauthorized [Energy](#) use all costs incurred by NOTL Hydro, including but not limited to, investigation, inspections, administrative and legal costs, repairs to damaged equipment, disconnect/reconnect as well as estimated lost [Energy](#) as calculated by NOTL Hydro.

A service disconnected due to unauthorized use of [Energy](#) shall not be reconnected until such time as all arrears resulting from the unauthorized use has been resolved to the satisfaction of NOTL Hydro.

Prior to reconnection, NOTL Hydro shall require proper authorization from applicable authorities. Reconnections due to unauthorized [Energy](#) use will require an inspection and authorization from the [Electrical Safety Authority \(ESA\)](#) prior to [Connection](#) of the service. See NOTL Hydro [Conditions of Service](#) section 2.1.4 Inspections Before [Connections](#) for more information.

4.0 By Order or Enforcement Disconnections and Reconnections

If a service is disconnected by order of enforcement, NOTL Hydro is legally obligated to disconnect the supply of electricity. Prior to reconnection, the following criteria must be met:

- Inspection and authorization for general compliance with the [Building](#) code from the Chief Building official for the Town of Niagara-on-the-Lake.
- An “Order of Compliance” has been received by the Niagara-on-the-Lake Fire Department
- A “Connection Authorization” has been received by the [Electrical Safety Authority](#)
- Any outstanding arrears and fees payable to Niagara-on-the-Lake Hydro Inc. have been received.

5.0 Disconnects for Non-Payment

Where a [Customer's](#) account is in arrears, NOTL Hydro will adhere to this policy and to the requirements outlined in the Distribution System Code.

Disconnection of a [Customer](#) for non-payment will proceed when it is determined that all pre-conditions as described in the latest version of the [Distribution System Code \(DSC\)](#), [Retail Settlement Code](#) and Standard Supply Code have been met.

At least seven days before issuing a Disconnection Notice for non-payment, NOTL Hydro shall deliver an Account Overdue Notice to the customer by the customer's preferred method of communication, if known, or otherwise by mail.

Prior to disconnecting a property for non-payment, a distributor shall provide to any person that, according to the distributor's Conditions of Service, receives notice of the disconnection:

- a) the Fire Safety Notice of the Office of the Fire Marshal; and
- b) any other public safety notices or information bulletins issued by public safety authorities and provided to the distributor, which provide information to consumers respecting dangers associated with the disconnection of electricity service.

NOTL Hydro will include a copy of the notices or bulletins referred to above along with any notice of disconnection that is left at the property at the time of actual disconnection for non-payment.

5.1. Disconnection Notice

If NOTL Hydro intends to disconnect, pursuant to section 31 of the Electricity Act, the property of a residential consumer for non-payment we shall send or deliver a disconnection notice to the consumer that contains, at a minimum, the following information:

- a) the date on which the disconnection notice was printed by NOTL Hydro;
- b) the earliest and latest dates on which disconnection may occur;
- c) the amount that is then overdue for payment, including all applicable late payment and other charges associated with non-payment to that date;
- d) the amount of any approved service charge(s) that may apply to reconnect service following disconnection, and the circumstances in which each of these charges is payable;
- e) the forms of payment that the consumer may use to pay all amounts that are identified as overdue in the disconnection notice, which must at least include payment by credit card issued by a financial institution and any other method of payment that NOTL Hydro ordinarily accepts and which can be verified within the time period remaining before disconnection (Sec. 5.3 Payment to Avoid Disconnection);
- f) the time period during which any given form of payment listed under paragraph (e) will be accepted by NOTL Hydro;
- g) that in order to avoid disconnection if NOTL Hydro attends at the consumer's property to execute the disconnection, a consumer will only be able to pay by credit card issued by a financial institution (fees apply), unless NOTL Hydro, in its discretion, will accept other forms of payment at the time and sets out the other forms of payment in the disconnection notice;
- h) that a disconnection may take place whether or not the consumer is at the premises;
- i) that where applicable, the disconnection may occur without attendance at the consumer's premises;
- j) that a Vital Services By-Law may exist in the consumer's community and that the consumer should contact their local municipality for more information;
- k) that an Ontario Energy Board-prescribed arrears management program and equal monthly payment plan option may be available to all residential consumers, along with the contact information for NOTL Hydro where the consumer can obtain further information;
- l) that the following additional assistance may be available to an eligible low-income customer, along with contact information for where the customer can obtain further information about the additional assistance:
 - a. Board-prescribed arrears management program, and other expanded customer service provisions, specifically for eligible low-income customers; and

- b. Emergency Financial Assistance; that NOTL Hydro may install a load control device at the customer's premises in lieu of disconnections; and
- c. any additional option(s) that the distributor chooses, in its discretion, to offer to the consumer to avoid disconnection and the deadline for the consumer to avail himself or herself of such option(s).

NOTL Hydro will not deliver any Disconnection Notice in the same envelope as a bill or any other notification.

At the request of the [Customer](#), NOTL Hydro will send a copy of any disconnect notice issued to the [Customer](#) for non-payment to a third party designated by the [Customer](#) for that purpose provided that the request is made no later than the last day of the applicable minimum notice period as delivered.

In such a case:

- a) NOTL Hydro shall notify the third party that the third party is not, unless otherwise agreed with the distributor, responsible for the payment of any charges for the provision of electricity service in relation to the consumer's property; and
- b) the rules set out under Section 5.3, Payment to Avoid Disconnection, of this Disconnection and Reconnection policy shall apply, with such modifications as the context may require, for the purposes of determining the date of receipt of the disconnection notice by the third party.

A residential [Customer](#) may, at any time prior to disconnection, send a copy of any disconnect notice issued for non-payment to a third party. The customer may also designate a third party to receive any future notice of disconnection and the [Distributor](#) shall send notice of disconnection to such third party. NOTL Hydro shall accept electronic mail (e-mail) or telephone communications from the [Customer](#) for purposes of disconnection and reconnection with respect to a designated third party. A third party will be notified that they are not responsible for the payment of any charges for the provision of electricity service in relation to the customer's property, unless otherwise agreed to by NOTL Hydro.

Where a distributor issues a disconnection notice for non-payment in respect of the disconnection of a multi-unit, master-metered building, the distributor shall post a copy of the disconnection notice in a conspicuous place on or in the building promptly after issuance of the notice

NOTL Hydro will suspend any disconnection action for a period of 21 days from the date of notification by a LEAP intake agency that it is assessing a residential consumer for the purposes of determining whether the consumer is eligible to receive bill payment assistance, provided such notification is made within 14 days from the date on which the disconnection notice is received by the consumer. Where a residential consumer had requested prior to the issuance of the disconnection notice that the distributor also provide a copy of any disconnection notice to a third party, the distributor shall suspend any disconnection action for a period of 21 days from the date of notification by the third party that he, she or it is attempting to arrange assistance with the bill payment, provided such notification is made within 14 days from the date on which the disconnection notice is received by the consumer.

Upon notification by a LEAP intake agency that a consumer is not eligible to receive bill payment assistance, or if another third party who was considering the provision of bill assistance decides not to proceed, NOTL Hydro will continue its disconnection process. NOTL Hydro will have up to 14 days to act on the previous disconnection notice and must make a further reasonable effort to contact the consumer in accordance with prior to executing disconnection.

NOTL Hydro shall not disconnect a customer for non-payment until the following minimum notice periods have elapsed.

- a) 60 days from the date on which the disconnection notice is received by the customer, in the case of a residential customer that has provided the distributor with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the customer or on the physical health of the customer's spouse, dependent family member or other person that regularly resides with the customer; or
- b) 14 days from the date on which the disconnection notice is received, in all other cases.

Receipt of disconnection notice is determined as follows:

- a) where a disconnection notice is sent by mail, the disconnection notice shall be deemed to have been received by the customer on the fifth calendar day after the date on which the notice was printed by the distributor;
- b) where a disconnection notice is delivered by personal service, the disconnection notice shall be deemed to have been received by the customer on the date of delivery;
- c) where a disconnection notice is delivered by being posted on the customer's property, the disconnection notice shall be deemed to have been received by the customer on the date of such posting;
- d) "spouse" has the meaning given to it in section 29 of the Family Law Act;
- e) "dependent family member" means a "dependent" as defined in section 29 of the Family Law Act and also includes a grandparent who, based on need, is financially dependent on the customer;

NOTL Hydro shall apply the following rules relating to the computation of time:

- where there is reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens;
- where the time for doing an act expires on a day that is not a business day, the act may be done on the next day that is a business day;
- where an act, other than payment by a customer, occurs on a day that is not a business day, it shall be deemed to have occurred on the next business day;
- where an act, other than payment by a customer, occurs after 5:00 p.m., it shall be deemed to have occurred on the next business day; and
- receipt of a payment by a customer is effective on the date that the payment is made, including payments made after 5:00 p.m.

A bill will be deemed to be received by a Customer:

- if sent by mail, on the third day after the date on which the bill was printed by the distributor;
- if made available over the internet, on the date on which an e-mail is sent to the customer notifying the customer that the bill is available for viewing over the internet;
- if sent by e-mail, on the date on which the e-mail is sent; or
- if sent by more than one of the methods above, on whichever date of deemed issuance occurs last.

A disconnection notice issued for non-payment shall expire on the date that is 14 days from the last day of the applicable minimum notice period as indicated on the notice. NOTL Hydro will not thereafter disconnect the property of the [Customer](#) for non-payment unless we issue a new disconnection notice.

NOTL Hydro will make reasonable efforts to contact, in [Person](#), by email if requested by the [Customer](#), or by telephone, a residential [Customer](#) to whom we have issued a disconnect notice for non-payment at least 48 hours prior to the scheduled date of disconnection. At that time, we will;

- a) Advise the [Customer](#) of the scheduled date for disconnection;
 - b) Advise the [Customer](#) that a disconnection may take place whether or not the [Customer](#) is at the premises;
 - c) Where applicable, advise the [Customer](#) that the disconnection may occur without attendance at the [Customer's](#) premises;
 - d) Advise that the [Customer](#) has the option to pay amounts owing by credit card issued by a financial institution, (fees apply) cash, Interac, Certified Cheque, Money Order, or Bank Draft. Payments are accepted in our office during regular business hours, Monday to Friday between 8:30am and 4:30pm. Payments must be received within the time period remaining before disconnection;
 - e) Advise the [Customer](#) that if payment has not been received before the notice expiry and we arrive at the property to execute the disconnection; the [Customer](#) will only be able to pay by credit card issued by a financial institution (fees apply);
 - f) Advise the [Customer](#) that a Board-prescribed standard arrears management program and equal monthly payment plan option may be available to all residential [Customers](#) and that we are prepared to enter into an arrears payment agreement at that time if the [Customer](#) is eligible.
- (f1) Advise the [Customer](#) that the following additional assistance may be available to an eligible low-income [Customer](#), along with contact information for where the [Customer](#) can obtain further information about the additional assistance:
- i. [Board-prescribed](#) arrears management program, and other expanded [Customer](#) service provisions, specifically for eligible low-income [Customers](#); and
 - ii. Emergency Financial Assistance; and
 - iii. any additional option(s) that the distributor chooses, in its discretion, to offer to the consumer to avoid disconnection and the deadline for the consumer to avail himself or herself of such option(s).

5.3 Payment to Avoid Disconnection

Disconnection can be avoided if payment is made as follows:

- a) When NOTL Hydro has issued a disconnection notice to a residential customer for non-payment, we will ensure that our facility or staff is available to permit the customer to pay all amounts that are then overdue for payment during regular business hours. Regular business hours are Monday to Friday 8:30am to 4:30pm.
- b) Payments are accepted and must be received by our office from the time the disconnection notice is delivered to the customer until the end of the disconnection notice period.

- c) Forms of payment include: credit card issued by a financial institution (fees apply), cash, Interac, certified cheque, money order, bank draft or at the customers financial institution.
- d) Where NOTL Hydro attends at a customer's property to execute a disconnection, whether during or after regular business hours, NOTL Hydro shall ensure it has the facilities or staff available at that time to permit the customer to pay all amounts that are then overdue for payment by credit card issued by a financial institution (fees apply).
- e) NOTL Hydro will not disconnect a customer for non-payment on a day the distributor is closed to the public to make payment and/or reconnection arrangements or on the day preceding that day.

A payment will be deemed to be received by a Customer:

- a) if paid by mail, three days prior to the date on which the distributor receives the payment;
- b) if paid at a financial institution or electronically, on the date on which the payment is acknowledged or recorded by the customer's financial institution; or
- c) if paid by credit card issued by a financial institution, on the date and at the time that the charge is accepted by the financial institution.

5.4 Disconnection

If a payment has not been received and NOTL Hydro was unsuccessful in its attempt to contact a residential [Customer](#) 48 hours before the planned disconnection and we attend a customer's property to execute the disconnection, we shall make a reasonable attempt to communicate to the [Customer](#), with due regard for the safety and security of NOTL Hydro's personnel, if the [Customer](#) is at the property, to advise that that disconnection will be executed and that payment may be made by a credit card issued by a financial institution only (fees apply).

Once the payment has been received, the disconnection process will be terminated.

NOTL Hydro will use discretion when determining where the disconnection of service will take place. Under normal circumstances a disconnection at the meter will take place but there may be a time when NOTL Hydro may be required to disconnect a service from a transformer.

The physical process by which NOTL Hydro disconnects or reconnects shall reflect good utility practice and consider safety as a primary requirement.

Charges do not apply for disconnecting a customer for non-payment.

NOTL Hydro will not disconnect a residential or general service less than 50 kW customer with a smart meter or interval meter based solely on an estimated bill.

Electrical services that have been disconnected for Non-Payment longer than two (2) months, require a service removal and final billing. NOTL Hydro shall inform an owner of a property where a tenant(s) resides if the service has been disconnected.

6.0 Load Control Devices

Load Limiters may be used as alternatives to disconnecting a [Customer's](#) service for non-payment. Load limiters give the [Customer](#) a minimum supply of [Energy](#) to be able operate a

furnace or heating device or refrigerator. NOTL Hydro will deliver a written notice to the customer explaining in plain language the operation of the device, the maximum capacity of the device, how to reset the device if the maximum capacity is exceeded, as well as a telephone number for the customer to obtain further information and an emergency telephone number to contact if the capacity is exceeded and the customer cannot manually reset the device for any reason.

6.1 Non-Payment Load Control Device

When NOTL Hydro installs a load control device for non-payment, the following will also be provided to the customer:

- a) the Fire Safety Notice of the Office of the Fire Marshal; and
- b) any other public safety notices or information bulletins issued by public safety authorities and provided to the distributor, which provide information to consumers respecting dangers associated with the disconnection of electricity service

If a customer enters into an arrears payment agreement or has an existing agreement in place, a load control device will not be installed, unless the agreement has been terminated in accordance with the provisions of the DSC. NOTL Hydro will remove a load limiter that was previously installed within 2 business days of the customer entering into an arrears payment agreement or the account being paid in full.

If NOTL Hydro is notified by a LEAP Intake Agency that the agency is assessing the customer for Emergency Financial Assistance, a load control device will not be installed for a period of 21 days after receiving the notification.

7.0 Reconnection Process

NOTL Hydro will recover from the person requesting the reconnection any Board approved reconnection charges. The reconnection charges shall be applied only after reconnection has occurred. If a residential customer is unable to pay the reconnection charges, NOTL Hydro will offer reasonable payment arrangements. Reconnection charges are waived for an eligible low-income customer.

Where NOTL Hydro has disconnected the property of a customer for non-payment, we will reconnect the property within two (2) business days of the date on which the customer:

- a) makes payment in full of the amount overdue for payment as specified in the disconnection notice; or
- b) enters into an arrears payment agreement with NOTL Hydro

NOTL Hydro requires the customer or a responsible representative of the property be present when electrical service is energized or reconnected. If the customer or representative cannot be present a reconnection waiver will be provided upon request and must be signed and on file before the reconnection will take place.

Customer's wishing to re-instate the electrical service that has been disconnected for non-payment for a period over two (2) months, will need to apply for a new service (charges may apply). The owner of a property is required to submit this application.

Electrical services that have been disconnected for six (6) or more months must have an inspection certificate from the Electrical Safety Authority (ESA) prior to reconnection. Notwithstanding the distributor reserves the right to require an ESA inspection certificate at any time prior to reconnection at the expense of the customer.

If reconnection involves safety-related or power quality issue or any other circumstance listed under NOTL Hydro's Conditions of Service Section 2.2 Disconnection, reconnection will only occur when NOTL Hydro, at its sole discretion, is satisfied that the issue has been resolved.

Reconnections due to safety may require an inspection and authorization from the [Electrical Safety Authority \(ESA\)](#) prior to [Connection](#) of the service. See NOTL Hydro [Conditions of Service](#) section 2.1.4 Inspections Before [Connections](#) for more information.

A distributor may recover from the customer responsible for the disconnection reasonable costs for repairs of the distributor's physical assets attached to the property in reconnecting the property.

8.0 Responsibilities

NOTL Hydro management is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.



APPENDIX 2 – Security Deposit Policy

Niagara on the Lake Hydro Inc

Purpose: The Security Deposit Policy sets out the standards of Niagara-on-the-Lake Hydro Inc. (NOTL Hydro) with respect to collecting, maintaining and returning security deposits from customers in an effort to manage the risk of customer non-payment. NOTL Hydro will provide a consistent framework within the bounds of the [Distribution System Code \(DSC\)](#) upon which to manage [Customer](#) security deposits. This Policy applies to all customers of NOTL Hydro and will form a part of NOTL Hydro's [Conditions of Service](#).

Scope: This policy describes in detail, the specific terms and conditions utilized by NOTL Hydro related to the non-discriminatory application of security deposits.

Policy: *In the event that a discrepancy arises between this policy and the [Distribution System Code](#), the Code with prevail.*

Collection of Security Deposits

Security deposits will be collected by NOTL Hydro in an effort to manage [Customer](#) non-payment risk.

NOTL Hydro will require a security deposit from every [Customer](#) who requests to maintain delivery of electricity to the [Customer's](#) service address. [Customers](#) may be qualified to have their security deposit waived if they meet one of the terms described under waiving security deposits. Invoiced security deposits are due with regular billing due dates and if not paid, service refusal or [Disconnection](#) may take place.

The time period that makes up good payment history is as follows:

- Residential [Customer](#) = 1 year
- Non-residential Customer in a General Service less than 50kW demand rate class = 3 years
- Non-residential Customer in any other rate class = 7 years

The time period that makes up the good payment history must be the most recent period of time and some of the time period must occur in the previous 24 months. NOTL Hydro shall provide a customer with the specific reasons for requiring a security deposit from the customer.

Before requiring a security deposit from a residential customer who has not been served by NOTL Hydro in the previous 24 months, NOTL Hydro shall offer the customer the option of enrolling in an equal monthly payment plan in accordance with the Standard Supply System Code, a pre-authorized payment plan, or both, and where the customer elects to enroll, no security deposit shall be required.

Despite the above section, NOTL Hydro may require a security deposit from the customer if within 12 months of enrollment in an equal monthly payment plan, a pre-authorized payment plan, or both,

- a) the customer terminates the plan;
- b) the customer receives more than one disconnection notice;
- c) more than one payment by the customer has been returned for insufficient funds;
- d) a disconnect / collect trip has occurred; or
- e) in the case of an equal monthly payment plan, the plan has been cancelled due to nonpayment by the distributor in accordance with the Standard Supply Service Code.

The section above does not apply if any of the events listed in paragraphs (b) to (e) of that section occurred due to an error by the distributor

A NOTL Hydro [Customer](#) is deemed to have a good payment history unless during the relevant time period set out above:

- a) the [Customer](#) has received more than one [Disconnection](#) notice;
- b) more than one cheque or pre-authorized payment has been returned for insufficient funds;
- c) a disconnect/ collection trip has occurred; or
- d) a security deposit was applied to the arrears on the account and required the [Customer](#) to repay the security deposit.

A [Customer's](#) good payment history shall not be affected by an error made on the part of NOTL Hydro.

Waiving Security Deposits

NOTL Hydro shall waive the requirement for a security deposit where:

- a) An existing [Customer](#) has a good payment history from a previous or current address for the most recent relevant time period set out above, where some of the time period which makes up the good payment history has occurred in the previous 24 months;
- b) A [Customer](#) provides a letter from another electricity distributor or gas distributor in Canada confirming a good payment history with that distributor for the most recent relevant time period set out above, where some of the time period which makes up the good payment history has occurred in the previous 24 months;
- c) A Residential or General Service less than 50kW demand Customer enrolls in a Pre-Authorized Payment Plan;
- d) A Residential or [General Service](#) less than 50kW [Customer](#) owns the property where the service is requested and establishes service in that name(s);

- e) A customer, other than a [Customer](#) in a Large Use rate class, provides a satisfactory credit check made at the [Customer's](#) expense; or
- f) An eligible low-income customer has requested a waiver under the section below.

When issuing a bill for a security deposit in accordance with above sections, NOTL Hydro shall advise a residential customer that the security deposit requirement will be waived for an eligible low-income customer upon request, provided that such a Customer contacts NOTL Hydro and thereafter confirms their low-income eligibility. The distributor shall notify the customer by means of a bill insert, bill message, letter or outgoing telephone message and shall include the distributor's contact information where the customer can obtain further information and a referral to a Low-Income Energy Assistance Program (LEAP) Intake Agency to review the customer's low-income eligibility.

Where a distributor is advised by a LEAP Intake Agency that the agency is assessing the customer for eligibility as a low-income customer, the due date for payment of the security deposit shall be extended for at least 21 days pending the eligibility decision of the LEAP Intake Agency.

Forms of Security

Residential - The form of payment of a security deposit for a residential [Customer](#) shall be cash or cheque at the discretion of the [Customer](#).

General Service - The form of payment of a security deposit for a non-residential customer shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, 1991, c.46 at the discretion of the customer. NOTL Hydro at its discretion may also accept other forms of security such as surety bonds and third-party guarantees.

NOTL Hydro shall permit the customer to provide a security deposit in equal instalments paid over a period of at least four months. A customer may, in its discretion, choose to pay the security deposit over a shorter period of time.

Despite the above, NOTL Hydro shall permit a residential customer to provide a security deposit in equal installments paid over a period of 6 months, including where a new security deposit is required due to NOTL Hydro having applied the existing security deposit against amounts owing. A customer may elect to pay the security deposit over a shorter period of time.

Calculation of a Security Deposit

The maximum calculation of the security deposit will be 2.5 times the [Customer's](#) average monthly bill during the most recent 12 consecutive months within the past 2 years.

Where relevant usage information is not available for the customer for 12 consecutive months within the past 2 years or where NOTL Hydro does not have systems capable of making the above calculation, the [Customer's](#) average monthly load shall be based on a reasonable estimate made by the distributor.

Where a non-residential [Customer](#), has a payment history which discloses more than 1 [Disconnection](#) notice in a relevant 12-month period, NOTL Hydro may use that [Customer's](#) highest actual or estimated monthly bill in the most recent 12 consecutive months within the past 2 years for the purposes of making the calculation of the maximum amount of security deposit required.

Where a non-residential [Customer](#) in any rate class other than a [General Service](#) less than 50 kW demand rate class has a credit rating from a recognized credit rating agency, the maximum amount of a security deposit which the distributor may require the non-residential [Customer](#) to pay shall be reduced in accordance with the following table:

Credit Rating <i>Using Standard and Poor's Rating Terminology</i>	Allowable Deduction in Security Deposit
AAA- and above or equivalent	100%
AA-, AA, AA+ or equivalent	95%
A-, From A, A+ to below AA or equivalent	85%
BBB-, From BBB, BBB+ to below A or equivalent	75%
Below BBB- or equivalent	0%

NOTL Hydro may in its discretion reduce the amount of a security deposit which it requires a customer to pay for any reason including where the customer pays under an interim payment arrangement and where the customer is setup on a Pre-Authorized Payment Plan.

Terms and Conditions

NOTL Hydro shall permit residential [Customers](#) to provide a security deposit in equal installments paid over a period of at least 4 months. A [Customer](#) may, at their discretion, choose to pay the security deposit over a shorter time period or may request to have their security deposit paid in equal installments over a period of at least 6 months; including where a new security deposit is required due to NOTL Hydro having applied the existing security deposit against amounts owing on their current account.

Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total deposit required by the distributor. The interest rate shall be at the Prime Business Rate as published on the Bank of Canada website less 2 percent, updated quarterly. The interest accrued shall be paid out at least once every 12 months, on return or application of the security deposit or closure of the account, whichever comes first, and may be paid by crediting the account of the [Customer](#) or otherwise.

NOTL Hydro shall not issue a [Disconnection](#) notice to a residential [Customer](#) for non-payment unless NOTL Hydro has first applied any security deposit held on account for the [Customer](#) against any amounts owing at that time and the security deposit was insufficient to cover the total amount owing. If a security deposit was applied to an account to offset amounts owing, the

deposit will be re-calculated based on the calculation set out above and invoiced to the [Customer](#) over a period of 6 months.

Deposit Review

NOTL Hydro will review every [Customer's](#) security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the [Customer](#) as the [Customer](#) is now in a position to be exempt from paying or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit from updated bill history.

Residential Customer

Where a residential Customer has paid a security deposit in instalments, NOTL Hydro shall conduct a review of the Customer's security deposit in the calendar year in which the anniversary of the first instalment occurs and thereafter at the next review.

A Customer may, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demand in writing that NOTL Hydro undertake a review to determine whether the entire amount of the security deposit is to be returned to the Customer as the Customer is now in a position that it would be exempt from paying a security deposit or whether the amount of the security deposit is to be adjusted based on a recalculation of the maximum amount of the security deposit.

Residential Customer

Where a residential customer has paid a security deposit in instalments, the customer shall not be entitled to request a review of the security deposit until 12 months after the first installment was paid.

NOTL Hydro shall give notice to all residential customers, at least annually, that any residential customer that qualifies as an eligible low-income customer may request and receive a refund of any security deposit previously paid by the customer, after application of the security deposit to any outstanding arrears on the customer's account.

Low Income

Where an eligible low-income customer requests a refund of a security deposit previously paid to NOTL Hydro by the customer, NOTL Hydro shall advise the customer within 10 days of the request that the balance remaining after application of the security deposit to any outstanding arrears will be credited to his or her account where the remaining amount is less than one month's average billing or, where the remaining amount is equal to or greater than one month's average billing, the customer may elect to receive the refund by cheque NOTL Hydro shall issue a cheque within 11 days of the customer requesting payment by cheque.

Where NOTL Hydro determines in conducting a review that some or all of the security deposit is to be returned to the customer, NOTL Hydro shall promptly return this amount to the customer by crediting the customer's account or otherwise.

Large Use

In the case of a customer in a Large Use rate class, where the customer is now in a position that it would be exempt from paying a security deposit, the distributor is only required to return 50% of the security deposit held by the distributor.

Where the distributor determines in conducting a review that the maximum amount of the security deposit is to be adjusted upward, the distributor may require the customer to pay this additional amount at the same time the customer's next regular bill comes due

Residential

Where a residential electricity Customer, after a review, is required to adjust the security deposit upwards, NOTL Hydro shall permit the Customer to pay the adjustment amount in equal instalments paid over a period of at least 6 months. A Customer may elect to pay the security deposit over a shorter period of time. In the event that NOTL Hydro has applied a Customer's security deposit to offset amounts owing and the security deposit amount needs to be replenished, NOTL Hydro shall allow the residential customer to repay the amount in equal instalments up to 6 months.

Refund of Security Deposits

NOTL Hydro shall promptly return any security deposit received from the [Customer](#) upon closure of the [Customer's](#) account, subject to the distributor's right to use the security deposit to off-set other amounts owing by the customer to the distributor. The security deposit shall be returned within 6 weeks of the closure of an account.

Residential

NOTL Hydro shall not issue a disconnection notice to a residential customer for non-payment unless the distributor has first applied any security deposit held on account for the customer against any amounts owing at that time and the security deposit was insufficient to cover the total amount owing.

Residential – Where a distributor applies all or part of a security deposit to off-set amounts owing by a residential customer, the distributor may request that the customer repay the amount of the security deposit that was so applied. The distributor shall allow the residential customer to repay the security deposit as per the requirements of this policy

A distributor shall apply a security deposit to the final bill prior to the change in service where a customer changes from SSS to a competitive retailer that uses retailer-consolidated billing or a customer changes billing options from distributor-consolidated billing to split billing or retailer-consolidated billing. A distributor shall promptly return any remaining amount of the security deposit to the customer. A distributor shall not pay any portion of a customer's security deposit to a competitive retailer. Where a change is made from distributor-consolidated billing to split billing, a distributor may retain a portion of the security deposit amount that reflects the non-payment risk associated with the new billing option.

Where all or part of a security deposit has been paid by a third party on behalf of a [Customer](#), NOTL Hydro shall return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party. This obligation shall apply where and to the extent that:

- a) The third party paid all or part (as applicable) of the security deposit directly to NOTL Hydro;
- b) The third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that NOTL Hydro return all or part (as applicable) of the security deposit to it rather than to the Customer; and
- c) There is not then any amount overdue for payment by the Customer that the distributor is permitted by this Code to offset using the security deposit.

The following customers shall be deemed to be residential customers:

- a) seasonal customers who are not classified as general service customers; and
- b) customers of a distributor with a farm rate class who have farms with a dwelling that is occupied as a residence continuously for at least 8 months of the year, where the customer has a < 50 kW demand

A customer that is a corporation within the meaning of the Condominium Act, 1998 who has an account with a distributor that:

- a) relates to a property defined in the Condominium Act, 1998 and comprised predominantly of units that are used for residential purposes; and
- b) relates to more than one unit in the property,

shall be deemed to be a residential customer provided that the customer has filed with the distributor a declaration in a form approved by the Board attesting to the customer's status as a corporation within the meaning of the Condominium Act, 1998

Method of Enforcement

Failure to pay the security deposit as required, which includes invoiced monthly deposits, will result in the immediate implementation of NOTL Hydro's Disconnect and Reconnect Policy which may lead to the discontinuation of electrical service.

Responsibilities

NOTL Hydro management is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.



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APPENDIX 3 – Dispute Meter Test – Agent’s Fee Policy

Niagara on the Lake Hydro Inc

For [Customers](#) disputing the accuracy of their electrical meter, the normal procedure involves an initial interview with the [Customer](#) to review consumption profiles and, if necessary, the installation of a parallel test meter at the location to check accuracy of the billing meter. The utility test meter may satisfy the [Customer](#) that their billing meter is correct. However, [Customers](#) may still request to have an independent agency verify the results. In these cases, NOTL Hydro will provide the [Customer](#) with the telephone number and address of [Measurement Canada](#).

Customers wishing to dispute the meter to Measurement Canada.

[Customers](#) are also given the option of requesting that NOTL Hydro acts as their agent in the dispute. If testing by [Measurement Canada](#) verifies the utility billing meter to be correct the OEB approved service charge applies.

When acting as the agent for any [Customers](#) with disputes, NOTL Hydro will complete the required paper work and file it with Measurement Canada. The findings of [Measurement Canada](#) are binding on NOTL Hydro.

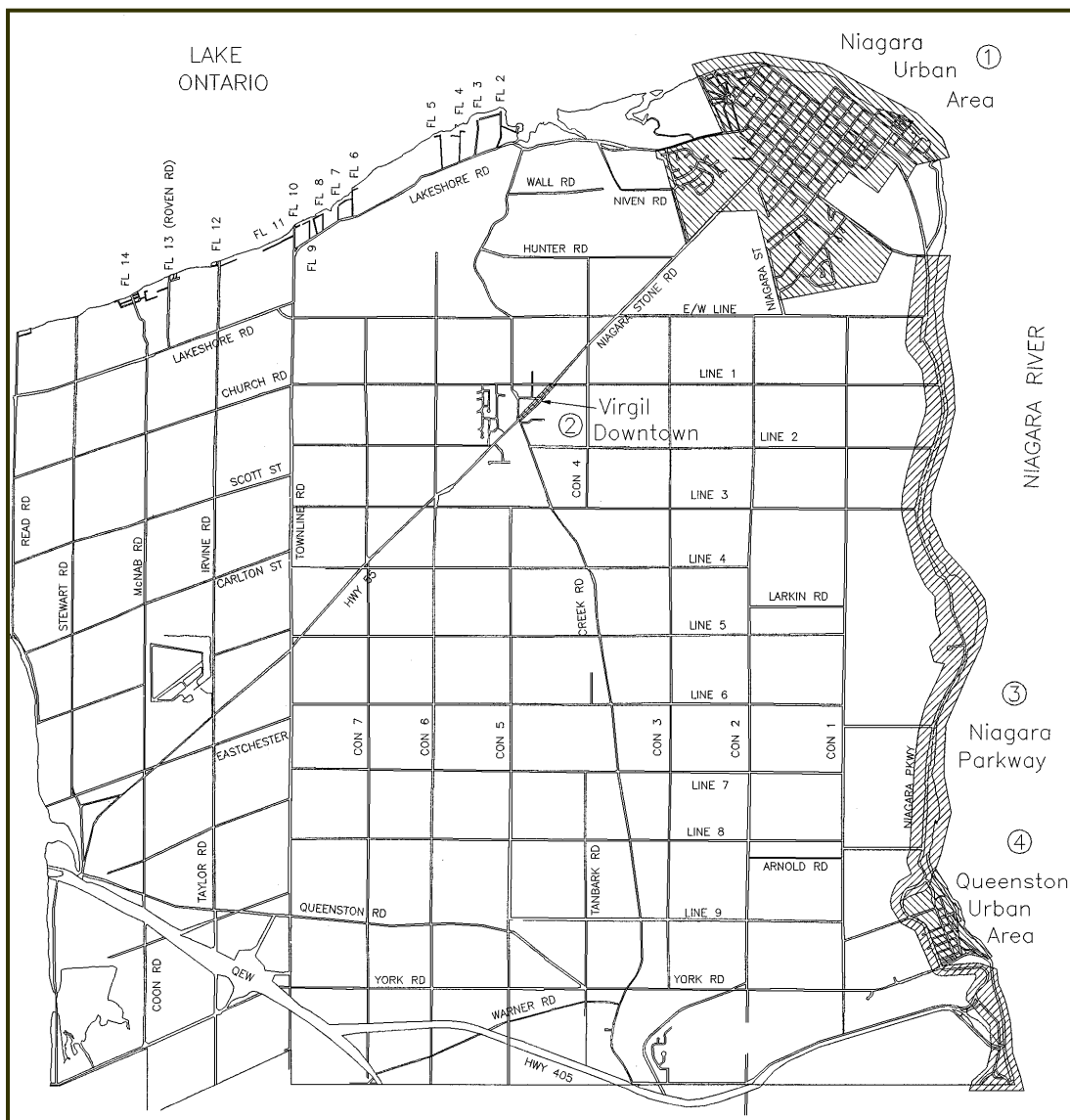


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HYDRO

APPENDIX 4 – Underground Practices Designated Areas Policy

UNDERGROUND PRACTICES - DESIGNATED AREAS

KEY MAP OF UNDERGROUND AREAS

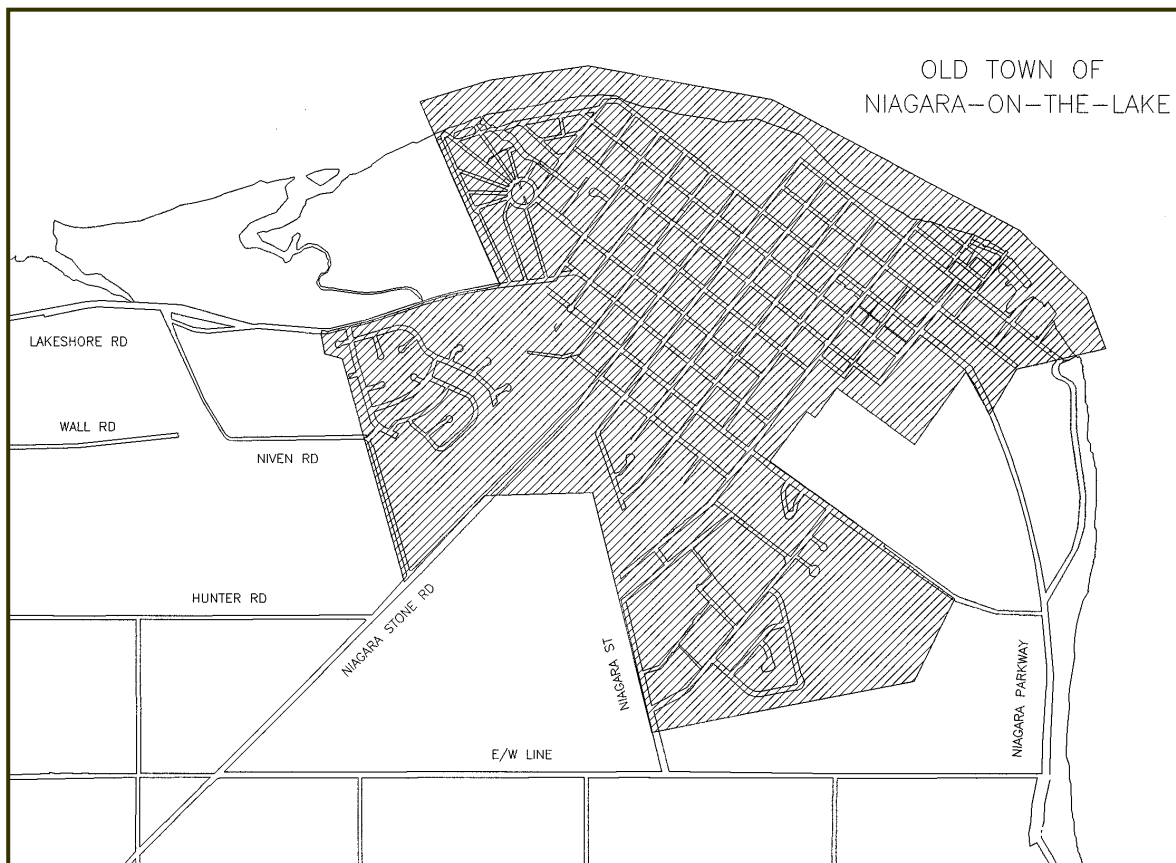


LEGEND

1. Niagara Urban Area
2. Virgil Downtown
3. Niagara Parkway
4. Queenston Urban Area

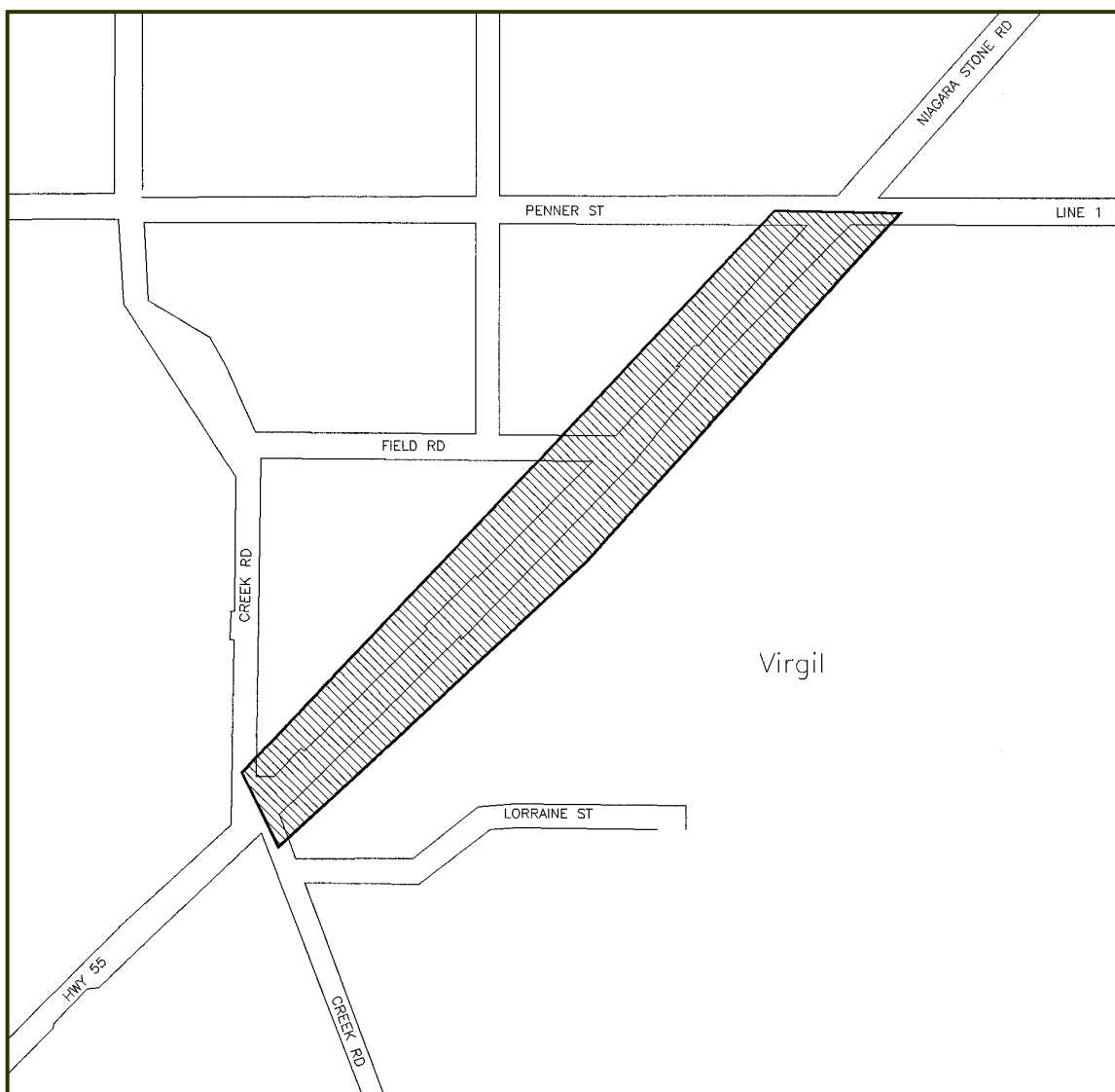
UNDERGROUND PRACTICES - DESIGNATED AREAS

1. NIAGARA URBAN AREA



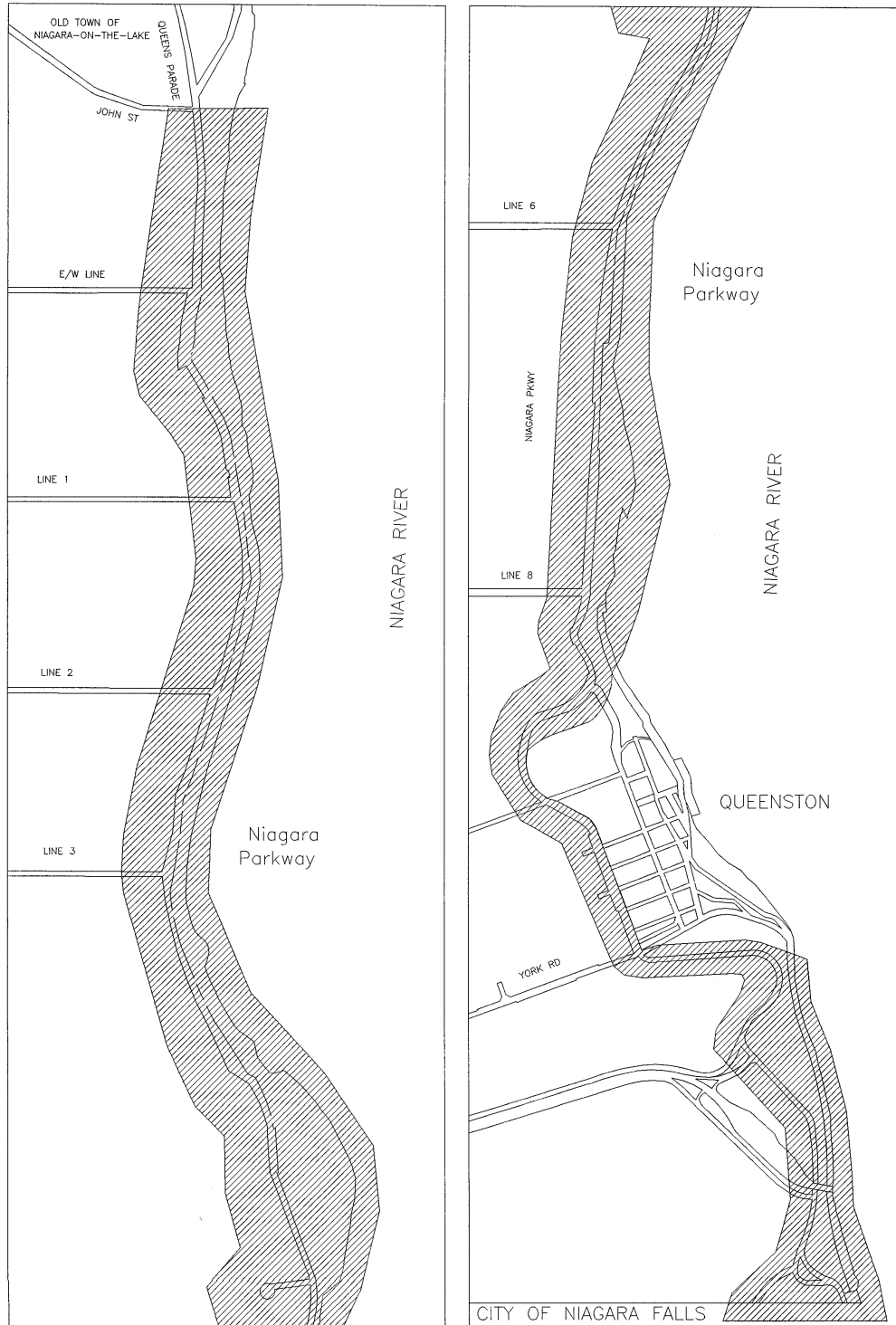
UNDERGROUND PRACTICES - DESIGNATED AREAS

2. Virgil Downtown



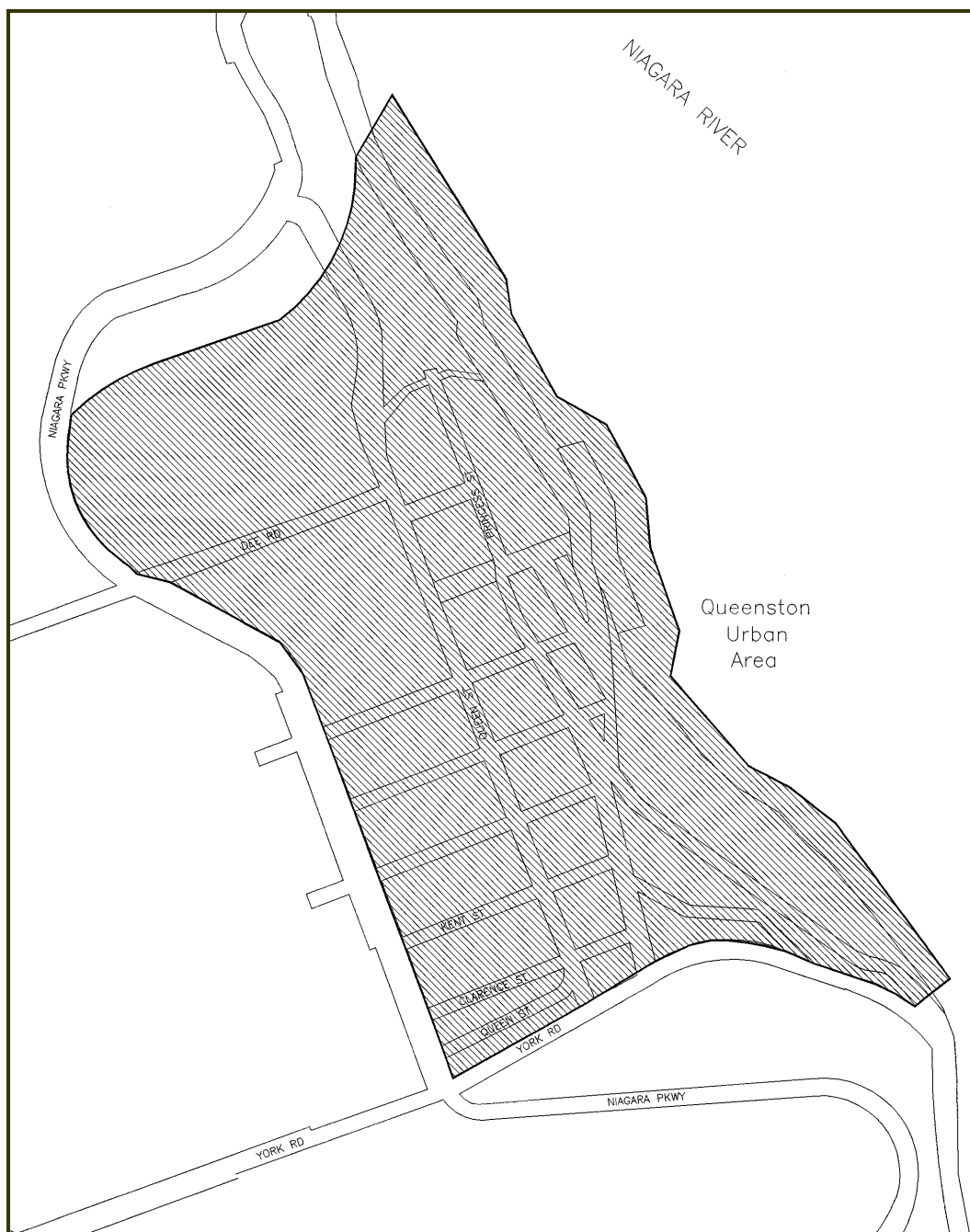
UNDERGROUND PRACTICES - DESIGNATED AREAS

3. Niagara Parkway



UNDERGROUND PRACTICES - DESIGNATED AREAS

4. Queenston Urban Area





APPENDIX 5 – Embedded Generation and Net Metering Policy

Niagara on the Lake Hydro Inc

Feed-In Tariff (FIT) Process

- a) The customer shall complete and return a 'NOTL Hydro Generation Application' form.
- b) NOTL Hydro will review the Application and reply within 15 business days by email to provide the pre-FIT consultation connection details required to apply with the IESO (Independent Electricity System Operator), or advise that there is not sufficient capacity on the applicable feeder. Do not proceed with an IESO Application prior to receiving this email.
- c) If your project is determined by the IESO to be capacity allocation exempt it will proceed directly to a conditional FIT contract and no Transmission Availability Test (TAT) or Distribution Availability Test (DAT) is required (see next step).
- d) If your project is not capacity allocation exempt the IESO will require the TAT and/or the DAT. This will determine if the project can be readily connected and be issued a FIT contract.
- e) Customers must apply for a Connection Impact Assessment (CIA) through NOTL Hydro to determine available capacity and the impact of this project on our distribution system.
- f) The Customer will be responsible for paying the actual costs of the Connection Impact Assessments. Please contact NOTL Hydro Engineering department for a cost estimate for the relevant studies.
- g) The CIA will be conducted within 60 business days should no distribution system modification be required (otherwise this will be 90 business days). Upon successful completion of the CIA, the customer will be allocated capacity.
- h) NOTL Hydro will provide a Service Layout/Offer to Connect detailing metering, commissioning and SCADA programming costs. If modification to the distribution system is required including, but not limited to, transformation, primary/secondary cable & connections or any protection equipment that may be required, the customer will be provided a proposal detailing the associated costs, which shall be paid prior to proceeding. Note that generation facilities greater than 100kW require a three-phase connection.
- i) The customer shall design and build their generation project in accordance with ESA guidelines and arrange for an ESA Connection Authorization.
- j) NOTL Hydro requires the customer to sign a 'Small & Mid Sized -Embedded Generation Agreement' and open a FIT customer account (monthly charges apply as determined by the Ontario Energy Board).
- k) NOTL Hydro will connect the project once the Agreement, applicable payments and ESA Connection Authorization have all been received. Note that NOTL Hydro may inspect the generation facility at any time.
- l) NOTL Hydro will pay the customer at the FIT kWh rate as contracted with the IESO.

Net Metering Process ≤10kW

- a) The customer shall complete and return an 'NOTL Hydro Generation Application' form.
- b) NOTL Hydro will review the Application and reply within 15 business days by email indicating whether or not there is sufficient capacity on the applicable feeder. If capacity is available, a Service Layout/Offer to Connect will be provided, noting the applicable fee.
- c) The customer shall design and build their generation project in accordance with ESA guidelines and arrange for an ESA Connection Authorization.
- d) NOTL Hydro requires the customer to sign a 'Net Metering Connection Agreement'.
- e) NOTL Hydro will connect the project once the Agreement, applicable payments and ESA Connection Authorization have all been received. Note that NOTL Hydro may inspect the generation facility at any time.
- f) NOTL Hydro will not pay for any excess generation that results in a net delivery of energy to NOTL Hydro. Excess generation is calculated in the same manner as electricity consumed and stored as a credit. Accumulated electricity credits from excess generation cannot be carried forward beyond a billing period exceeding 12 months, after which the value of any remaining credits is reduced to zero and the net metered billing cycle is repeated.

Net Metering Process >10kW

- a) The Customer shall complete and return an 'NOTL Hydro Generation Application' form.
- b) NOTL Hydro will review the Application and reply within 15 business days by email to advise whether or not there is sufficient capacity on the applicable feeder.
- c) If capacity is available, customers must then apply for a Connection Impact Assessment (CIA) through NOTL Hydro to determine available capacity and the impact of this project on the distribution system.
- d) The Customer will be responsible for paying the actual costs of the Connection Impact Assessments. Please contact NOTL Hydro Engineering department for a cost estimate for the relevant studies.
- e) The CIA will be conducted within 60 business days should no distribution system modification be required (otherwise this will be 90 days). Upon successful completion of the CIA, the customer will be allocated capacity.
- f) NOTL Hydro will provide a Service Layout/Offer to Connect detailing metering, commissioning and SCADA programming costs. If modification to the distribution system is required including, but not limited to, transformation, primary/secondary cable & connections or any protection equipment that may be required, the customer will be provided a proposal detailing the associated costs, which shall be paid prior to proceeding. Note that generation facilities greater than 100kW require a three-phase connection.
- g) The customer shall design and build their generation project in accordance with ESA guidelines and arrange for an ESA Connection Authorization.
- h) NOTL Hydro requires the customer to sign a 'Net Metering Connection Agreement'.
- i) NOTL Hydro will connect the project once the Agreement, applicable payments and ESA Connection Authorization have all been received. Note that NOTL Hydro may inspect the generation facility at any time.
- j) NOTL Hydro will not pay for any excess generation that results in a net delivery of energy to NOTL Hydro. Excess generation is calculated in the same manner as electricity consumed and stored as a credit. Accumulated electricity credits from excess generation cannot be carried forward beyond a billing period exceeding 12 months, after which the value of any remaining credits is reduced to zero and the net metered billing cycle is repeated.



APPENDIX 6 - TABLES

TABLE 1 – [Residential Services](#)

TABLE 2 – [General Services](#) – Less Than 50 kW

TABLE 3 – [General Services](#) – Greater Than 50 kW

TABLE 4 – [General Services](#) – Temporary

TABLE 1 – RESIDENTIAL SERVICES

Service Type	<u>Ownership Demarcation Point*</u>	Standard Allowance**	Basic Connection Fee	Variable Connection Fee	Disconnect/Reconnect Fee (Customer Request)
Overhead 120/240V (Form 2S) OR 120/208V (Form 12S) 1 Phase 200A maximum <i>Standard</i>	Top of Customers mast if <i>under</i> 30m	Up to 30 m of overhead conductor House meter Transformation	Recovered through rates.	Customer charged 100% of actual cost for labour/material beyond Standard Allowance. No minimum charge.	One free disconnect/reconnect per year recovered through rates during regular operations business hours. Customer to pay actual cost for any additional disconnect/reconnects.
Underground 120/240V (Form 2S) OR 120/208V (Form 12S) 1 Phase 200A maximum <i>Designated Areas</i>	Line side of meterbase	30m overhead of conductor (credit). House meter Transformation	Recovered through rates.	Customer charged 100% of the actual cost from the Delivery Point to the Demarcation point less the Standard Allowance for O/H service. No minimum charge.	One free disconnect/reconnect per year recovered through rates during regular operations business hours. Customer to pay actual cost for any additional disconnect/reconnects.
Underground 120/240V (Form 2S) OR 120/208V (Form 12S) 1 Phase 200A maximum <i>Customer request</i>	Line side of meterbase	30m overhead of conductor (credit). House meter Transformation	Recovered through rates.	Customer charged 100% of the actual cost from the Delivery Point to the Demarcation point less the Standard Allowance for O/H service. A \$2,400+HST minimum charge will apply.	One free disconnect/reconnect per year recovered through rates during regular operations business hours. Customer to pay actual cost for any additional disconnect/reconnects.
Underground 120/240V (Form 2S) OR 120/208V (Form 12S) 1 Phase 200A maximum <i>Subdivision</i>	Line side of meterbase	Underground to property line/service stub. House meter Transformation	Recovered through rates.	Customer charged 100% of the actual cost for the underground service from service stub at property line to meter base. A \$2,400+HST minimum charge will apply.	One free disconnect/reconnect per year recovered through rates during regular operations business hours. Customer to pay actual cost for any additional disconnect/reconnects.
*Demarcation will be at the NOTL Hydro Delivery Point if the service has been deemed private. **Upgraded and/or Private Services are not eligible for the Standard Allowance credit.					

See Section 3.1 – Residential Services for class specific details

TABLE 2 – GENERAL SERVICES – LESS THAN 50 kW

Service Type	Ownership Demarcation Point*	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Disconnect/Reconnect Fee (Customer Request)
Overhead 120/240V (Form 2S) 120/208V (Form 12S) 1 Phase 200A maximum OR 120/240V (Form 3S) 1 Phase 400A maximum OR 120/208V (Form 16S) 347/600V (Form 16S) 3 Phase 200A maximum <i>Demand <50 kW Expected</i>	Top of Customer's mast if <i>under</i> 30m	No Credit	Recovered through rates.	Customer charged 100% of actual cost including labour, material, metering and transformation.	One free disconnect/reconnect per year recovered through rates during regular operations business hours. Customer to pay actual cost for any additional disconnect/reconnects.
Underground 120/240V (Form 2S) 120/208V (Form 12S) 1 Phase 200A maximum OR 120/240V (Form 3S) 1 Phase 400A maximum OR 120/208V (Form 16S) 347/600V (Form 16S) 3 Phase 200A maximum <i>All Areas Demand <50 kW Expected</i>	Line side of meterbase	No Credit	Recovered through rates.	Customer charged 100% of actual cost including labour, material, metering and transformation. A \$2400+HST minimum charge will apply.	One free disconnect/reconnect per year recovered through rates during regular operations business hours. Customer to pay actual cost for any additional disconnect/reconnects.
*Demarcation will be at the NOTL Hydro Delivery Point if the service has been deemed private.					

See Section 3.2 – General Services (<50 kW) for class specific details

TABLE 3 – GENERAL SERVICES – GREATER THAN 50 kW

Service Type	Ownership Demarcation Point	Standard Allowance	Connection Fees	Disconnect/Reconnect Fee (Customer Request)
Overhead 120/208 V (Form 16S) 347/600 V (Form 16S) 3 Phase 200A maximum <i>Not requiring transformation facilities on Customer property</i>	Top of Customers mast if under 30m*	No Credit	Customer charged 100% of actual cost including labour, material, metering and transformation.	One free disconnect/reconnect per year recovered through rates during regular operations business hours. Customer to pay actual cost for any additional disconnect/reconnects.
Overhead 120/208 V (Form 16S) 347/600 V (Form 16S) 3 Phase 200A maximum <i>Any service requiring transformation facilities on Customer property</i>	Load side of NOTL Hydro Primary disconnect switch on pole at road allowance.	No Credit	Customer charged 100% of actual cost including labour, material, metering and transformation.	One free disconnect/reconnect per year recovered through rates during regular operations business hours. Customer to pay actual cost for any additional disconnect/reconnects.
Underground 120/240V (Form 3S) 1 Phase 400A OR 120/208V (Form 9S) 347/600V (Form 9S) 3 Phase Above 200A <i>All Areas</i>	Load side of NOTL Hydro Primary disconnect switch on pole at road allowance or pad-mounted junction as applicable.	No Credit	Customer charged 100% of actual cost including labour, material, metering and transformation.	One free disconnect/reconnect per year recovered through rates during regular operations business hours. Customer to pay actual cost for any additional disconnect/reconnects.
*Demarcation will be at the NOTL Hydro Delivery Point if the service has been deemed private.				

See Section 3.3 – General Services (>50 kW) for class specific details

TABLE 4 – GENERAL SERVICES – TEMPORARY

Service Type	Ownership Demarcation Point	Variable Connection Fee
Overhead - 1 Phase (Standard Voltage Offerings) Transformer installation <i>not</i> required	Top of Customers mast if <i>under</i> 30m OR NOTL Hydro Delivery Point (Private)	Customer charged 100% of actual cost including labour and material. A \$900+HST minimum charge will apply.
Overhead - 1 Phase (Standard Voltage Offerings) Transformer installation required	Top of Customers mast if <i>under</i> 30m OR NOTL Hydro Delivery Point (Private)	Customer charged 100% of actual cost including labour and material. A \$2,000+HST minimum charge will apply.
Underground - 1 Phase (Standard Voltage Offerings) Transformer installation <i>not</i> required	NOTL Hydro Delivery Point (Private)	Customer charged 100% of actual cost including labour and material. A \$2,400+HST minimum charge will apply.
Underground - 1 Phase (Standard Voltage Offerings) Transformer installation required*	NOTL Hydro Delivery Point (Private)	Customer charged 100% of actual cost including labour and material. A \$3,000+HST minimum charge will apply.
Overhead - 3 Phase (Standard Voltage Offerings) Transformer installation <i>not</i> required	Top of Customers mast if <i>under</i> 30m OR NOTL Hydro Delivery Point (Private)	Customer charged 100% of actual cost including labour and material. A \$900+HST minimum charge will apply.
Overhead - 3 Phase (Standard Voltage Offerings) Transformer installation required	Top of Customers mast if <i>under</i> 30m OR NOTL Hydro Delivery Point (Private)	Customer charged 100% of actual cost including labour and material. A \$2,000+HST minimum charge will apply.
Underground - 3 Phase (Standard Voltage Offerings) Transformer installation <i>not</i> required	NOTL Hydro Delivery Point (Private)	Customer charged 100% of actual cost including labour and material. A \$2,400+HST minimum charge will apply.
Underground - 3 Phase (Standard Voltage Offerings) Transformer installation required*	NOTL Hydro Delivery Point (Private)	Customer charged 100% of actual cost including labour and material. A \$3,000+HST minimum charge will apply.
*Temporary Services requiring pad-mounted transformation will be private. The Customer will be required to supply, install and maintain all equipment and material, including the transformer. NOTL Hydro will complete primary terminations and connections only.		

See Section 3.9 – General Services - Temporary for class specific details