



Niagara
On-The-Lake
HYDRO

CONDITIONS OF SERVICE

April 19, 2013

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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
- Distribution License
- 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)
- Canadian Standards Association Code (CSA)
- Federal Electricity and Gas Inspection Act

- 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
 - 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 a 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: hydro@notlhydro.com

Normal Business Hours:

Office: Monday to Friday between 8:30am and 4:30pm
Operations and Engineering: Monday to Friday between 7:00am and 3:00pm

Outside Normal Business Hours:

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

1.6 Customer Rights

The Customer or Embedded Generator has the right to have a building connected to the distribution system of NOTL Hydro if:

- (a) the building lies along any of the lines of NOTL Hydro's distribution system, and;
- (b) the owner, occupant or other person in charge of the building requests connection in writing
- (c) the Customer or Embedded Generator meets their representative obligations under these Conditions, their licenses and any other applicable law.

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

The Customer or Embedded Generator has the right to have the electric service disconnected, 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 business hours. A charge based on actual costs will otherwise apply.

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.

1.7 Distributor Rights

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 qualified personnel 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 insuring that equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies in a 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, 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 remove and/or repair/replace vegetation (ie. shrubs, trees, lawn, garden etc.) and surface structures (ie. fences, patios, driveways, decks, porches etc).

1.7.6 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, 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.

1.8 Disputes or Complaints

Any dispute between consumers, Customers, or retailers and NOTL Hydro shall be settled according to the dispute resolution process specified in *Section 23* of the distribution **License ED-2002-0547**.

Section 23 of the Distribution License states that the licensee shall:

- (a) Establish proper administrative procedures for resolving complaints by Consumers and other market participants regarding services provided under the terms of this License;
- (b) Publish information which will facilitate its Customers accessing its complaints resolution process;
- (c) Refer unresolved complaints and subscribe to an independent third party complaints resolution agency which has been approved by the Ontario Energy Board;
- (d) Make a copy of the complaints resolution procedure available for inspection by members of the public at each of the Licensee's premises during normal business hours;
- (e) Give or send free of charge a copy of the procedure to any person who reasonably requests it; and

- (f) Keep a record of all complaints whether resolved or not including the name of the complaint, the date resolved or referred and the result of the dispute resolution.

1.8.1 Customers or Consumers

The Customer or Consumer shall submit their disputes to NOTL Hydro in writing via fax, 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. Unsolved 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 which 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.

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 lie in 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 of entry 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 3.6 - 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, 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 conditions listed in these Conditions of Service.

Where a Customer proposes the development of a property, a deposit may be required. *For details please refer to Section 2.4.1.2 – 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 representation 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.

Economic Evaluation Model:

An Economic Evaluation Model (EEM) 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 harmless 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) Contravention of existing laws of Canada and the Province of Ontario.
- b) The Connection will cause NOTL Hydro to be in violation of the conditions in NOTL Hydro's Distribution License.
- c) By order of the Electrical Safety Authority.
- d) The Customer does not have the required approval(s) from the Electrical Safety Authority for the Connection.
- e) The Connection will have a material adverse effect on the reliability or the safety of the Distribution System.
- f) 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.
- g) Failure to meet NOTL Hydro's security deposit policy requirements as outlined under these Conditions of Service.
- h) Decrease in the efficiency of NOTL Hydro's electrical distribution system.
- i) Public safety reasons or imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system.
- j) The Connection will result in the inability of NOTL Hydro to perform planned inspections or maintenance.
- k) The premises being connected are the subject of a stop work order under the Ontario *Building Code Act*.

- l) The Customer is within another Distributor's service area.
- m) Discriminatory access to distribution services.
- n) Outstanding payments owed to NOTL Hydro for distribution services.
- o) 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.
- p) Violation of any other conditions documented in these 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 twelve months.

Contractors that participate in the ESA Approved Contractor Program (ACP) 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.
- Prior to the installation of metering equipment.
- 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

When requested to relocate distribution plant, NOTL Hydro will exercise its rights and discharge its obligations in accordance with existing acts, by-laws and regulations including the *Public Service Works on Highways Act*, formal agreements, easements and law. In the absence of existing agreements, NOTL Hydro is not obligated to relocate the plant, however, NOTL Hydro shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner will include a response to the requesting party that explains the feasibility or unfeasibility of the relocation and a fair and reasonable charge for relocation based on cost recovery principles.

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.

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 and Energy* 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 Person(s) who take or use electricity delivered and/or supplied by NOTL Hydro shall be liable for payment for such electricity. Any implied contract for the supply of electricity by NOTL Hydro shall be binding upon the heirs, administrators, executors, successors or assigns of the Person(s) who took and/or used electricity supplied by NOTL Hydro. In the absence of a contract for electricity with a tenant, or in the event the electricity is used by a Person(s) unknown to NOTL Hydro, then the cost for electricity consumed by such Person(s) is due and payable by the owner(s) of such property.

2.1.7.3 Special Contracts

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

- Residential Development (Subdivision) Agreement
- Commercial Development (Subdivision) Agreement
- Embedded Generation
- Unmetered Scattered Load

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 and energy, 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, facsimile, 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 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. All service disconnections must be performed by NOTL Hydro however, NOTL Hydro shall not be liable for damage or claim as a result of the disconnection or limitation of service.

NOTL Hydro also has the right and obligation to disconnect the supply of electricity for causes not limited to the following circumstances:

- a) Contravention of existing laws of Canada and the Province of Ontario.
- b) The Connection causes NOTL Hydro to be in violation of the conditions in NOTL Hydro's Distribution License.
- c) By order of the Electrical Safety Authority.
- d) By order of the IESO
- e) The Connection has an adverse effect on the reliability or the safety of the Distribution System.
- f) Failure to meet NOTL Hydro's security deposit policy requirements as outlined under these Conditions of Service.
- g) Decrease in the efficiency of NOTL Hydro's electrical distribution system.
- h) Public safety reasons or imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system.
- i) Inability of NOTL Hydro to perform planned inspections or maintenance.

- j) The premises connected are the subject of a stop work order under the *Ontario Building Code Act*.
- k) Discriminatory access to distribution services.
- l) Outstanding payments owed to NOTL Hydro for distribution services.
- m) 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.
- n) Violation of any other conditions documented in these Conditions of Service.

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

2.2.1 Deficiency Notice

If an undesirable system disturbance is being caused by Customer equipment, a "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 the specified timeframe will result in the disconnection of electrical supply.

2.2.2 Disconnection for Non-Payment of Overdue Accounts

Where a Customer's account is in arrears, NOTL Hydro Disconnect/Reconnect Policy (*see Appendix 1*) will be administered. The policy adheres to the requirements outlined in the Distribution System Code.

2.2.3 Unauthorized Energy Use

NOTL Hydro reserves the right to disconnect the supply of electrical energy to a Customer for causes not limited to energy diversion, fraud or abuse on the part of the Customer. The Customer shall pay NOTL Hydro for 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.

The service will not be reconnected until all applicable conditions documented in these Conditions of Service have been met.

Unauthorized use of energy is a criminal offence and the appropriate authorities will be notified of all occurrences.

2.2.4 Disconnection By Order of Enforcement

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.

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 Quality

2.3.2.1 Power Quality Investigations

Where a Consumer provides evidence or data indicating that a power quality or EMI problem may be originating from NOTL Hydro distribution system, NOTL Hydro will perform an investigation in 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 proper filters, and/or grounding. Further, to ensure the distribution system is not adversely affected, power electronics equipment installed must comply with *IEEE Standard 519-1992 – 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 policy 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 endeavour 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 life support equipment must supply and maintain their own equipment for these purposes.

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 issue a news release to advise the general public of the outage. In turn, news radio stations may call for information on a 24-hour basis when they hear of an outage.

2.3.3 Electrical Disturbances

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 1.7.6 – 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 what voltage of the

plant that “lies along”, the preferred primary voltage will be at 27.6/ 16 kV grounded wye, three phase, four-wire system. However, in some areas, the primary voltage will be 4.16/2.4 kV three phase, four wire.

2.3.4.2 Supply Voltage Offerings

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

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

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
- 347/600V, three phase, four wire, supply is available for loads up to 1500 kVA demand load.

2.3.5 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 meet 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 equipments. 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.

2.3.6 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).

2.3.7 Voltage Guidelines

NOTL Hydro supplies and maintains service voltage at the Ownership Demarcation Point within the guidelines of CSA standard CAN3-C235-87 "Preferred Voltages for AC Systems, 0 – 50,000 volts" (latest edition) which allows variations from nominal voltage of 5% for *Normal Operating Conditions* and 8% for *Extreme Operating Conditions*. Where voltages lie outside the indicated limits for Normal Operating Conditions but within the indicated limits for Extreme Operating Conditions, improvement or corrective action should be taken on a planned and programmed basis,

but not necessarily on an emergency basis. Where voltages lie outside the indicated limits for Extreme Operating Conditions, improvement or corrective action should be taken on an emergency basis. The urgency for such action will depend on factors such as the location and nature of load 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 1.7.6 – Force Majeure*.

2.3.8 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.

2.3.9 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.

When the Customer elects to be a Wholesale Market Participant, the Customer will supply, install, own, and maintain all metering equipment. Metered Market Participants in the Independent Electricity System Operator ("IESO") administered wholesale market must meet or exceed all IESO metering requirements. Additional metering requirements are listed in the Distribution System Code.

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.

To improve operational efficiency, NOTL Hydro utilizes special remote disconnect 'smart meters' which gives us the ability to remotely disconnect/reconnect meters. In accordance with our operating policy, the meters will be installed on services that exhibit the highest level of disconnect/reconnect activity and are not applied as a means of discriminating against a specific customer or classification of customers.

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.

2.3.9.1 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. NOTL Hydro will provide the “house meter” at no cost to the Customer. Additional meters will be provided by NOTL Hydro at the Customers expense. The Customer shall permanently and legibly identify each metered service with respect to its specific 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.

2.3.9.2 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 metres 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.

2.3.9.3 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.

2.3.9.4 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.

2.3.9.5 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.

2.3.9.6 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 meterbase.

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.

2.3.9.7 Interval Metering

Interval meters will be installed for all new or upgraded services where the peak demand is forecast to be 200 kW or greater, or for any Customer wishing to participate in the spot market pass-through pricing. Where cellular technology is not effective, a phone line exclusive to NOTL Hydro will be used to retrieve interval meter data. 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.

Other Customers that request interval metering shall compensate NOTL Hydro for all incremental costs associated with that meter, including the capital cost of the interval meter, installation costs associated with the interval meter, ongoing maintenance (including allowance for meter failure), verification and re-verification of the meter, installation, administration and ongoing provision of communication line or communication link with the Customer's meter, and cost of metering made redundant by the Customer requesting interval metering.

2.3.9.8 Net Metering

A net meter is necessary when an Embedded Generation Customer utilizing Renewable Energy Technology less than 500kW requires bi-directional metering and will be supplied at Customer Cost. Net metering measures the energy you use against the energy you generate resulting in a "net" energy total from which your bill is calculated. Under Net Metering agreements, excess generation cannot be carried forward beyond a billing period exceeding twelve months, after which the net metered billing cycle is repeated.

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

2.3.9.9 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.

2.3.9.10 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.

2.3.9.11 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 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.

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

2.3.9.12 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

2.4 Tariffs and Charges

2.4.1 Service Connection Fees

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. (*Refer to Appendix 5 – 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 (ie. 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

As outlined in the Retail Settlement Code and the Standard Service Supply (SSS) Code, every Customer has the option to purchase their supply of electricity under contract from NOTL Hydro or from a third party retailer. NOTL Hydro will supply electricity to its Customers as per the Rate Schedule outlined in *Appendix 2 – Security Deposit*

Policy. All existing NOTL Hydro Customers are Standard Service Supply (SSS) Customers until informed otherwise of their switch to a third party retailer. A Service Transfer Request (STR) must be made by the Customer or the Customer's authorized retailer.

2.4.2.2 Retailer Supply

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

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

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

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 the local Distributor with the same distribution requirements. Therefore, all service connection requirements applicable to the SSS Customers are applicable to third party retailers' Customers.

2.4.3 Account Security 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 Hydro. Notice of Rate revisions shall be published in major local newspapers. Information about changes will also be communicated to all Customers with the first billing issued at revised rates.

2.4.5 Payments and Overdue Account Interest Charges

Bills are rendered for energy services provided to the Customer. Bills are payable in full by the due date; otherwise, overdue interest charge will apply. Where a partial

payment has been made by the Customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date, exclusive of arrears from previous billings.

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

NOTL Hydro shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service. A reconnection charge will apply where the service has been disconnected due to non-payment.

The Customer will be required to pay additional charges for the processing of non-sufficient fund (N.S.F.) cheques.

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

- **Transfer Charge** - A change of occupancy charge will apply to all accounts taken over by a new Customer.
- **Collection Charge** - It is sometimes necessary, for the Customer's convenience, for a NOTL Hydro employee to visit a Customer's premises to collect payment for an account.
- **Reconnection Charge** - A Consumer disconnected for non-payment shall be required to pay a reconnection fee.

All above charges are per OEB Approved rates

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. 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).

2.5 Customer Information

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

At the request of a Consumer, NOTL Hydro will provide a list of retailers who have Service Agreements in effect within its distribution service area. The list will inform

the Consumer that an alternative retailer does not have to be chosen in order to ensure that the Consumer receives electricity and the terms of service that are available under Standard Supply Service.

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

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 5 Table 1 for a summary of Ownership Demarcation Point, Standard Allowance and Connection Fees for residential services.

3.1.1 Overhead Services - Residential

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

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

- A clevis type insulator 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 must be provided and maintained between utility conductors and finished grade of at least 4.5 metres.
- A minimum horizontal clearance of 1.0m must be provided from utility conductors and any second storey 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.
- 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. The standard allowance does not apply for private services.

3.1.2 Underground Services - Residential

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

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 of 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.
- 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. The standard allowance does not apply.
- Private services supplied from a NOTL Hydro pole will require the Customer to provide 7.6 metres of the appropriately sized DBII conduit and weatherhead 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 with a minimum charge

3.1.2.3 Subdivisions - Residential

In areas developed under plan of subdivision, new services 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 meterbase unless no service stub exists. Where no service stub exists, the cost will be calculated from the connection point to the meterbase. A minimum charge will apply.

Note: *Meterbase 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 & meterbase locations shall be submitted for NOTL Hydro 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.

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.

3.2 General Services - Less Than 50 kW

This classification refers to accounts taking electricity at 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 5 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 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:

- A clevis type insulator 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 of 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 must be provided and maintained between utility conductors and finished grade of at least 4.5 m.
- A minimum horizontal clearance of 1.0m must be provided from utility conductors and any second storey 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. The standard allowance does not apply for private services.

3.2.2 Underground Services – General (<50 kW)

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

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 of 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.
- Private services supplied from a NOTL Hydro pole will require the Customer to provide 7.6 m of the appropriately sized DBII conduit and weatherhead 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 with a 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 with a minimum charge. Installation beyond the demarcation point is the responsibility of the Customer.

3.2 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 50 kW and less than 4999 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 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's Rated Capacity (Amperes), Voltage rating and metering requirements
 - Proposed Total Load Summary in kVA and/or kW (Winter and Summer), including potential future loading.

Details respecting heating equipment, air-conditioners, motor starting current limitation and any appliances which demand a high consumption of electrical energy.

- Locations of other services, gas, telephone, water and cable TV.

Survey plan and site plan indicating the proposed location of the service entrance equipment with respect to public rights-of-way and lot lines.

- Electrical, architectural and/or mechanical drawings as required by NOTL Hydro.
- (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 O.E.S.C. 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 obstructing objects. The Customer will provide unimpeded and safe access to NOTL Hydro at all times for the purpose of installing, removing, maintaining, operating or changing transformers and associated equipment.
- (d) The owner may be required to supply and maintain an electrical room of sufficient size to accommodate the service entrance and meter requirements and provide clear working space in accordance with the Ontario Electrical Safety Code. 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 lighting at the working level, in accordance with Illuminating Engineering Society (I.E.S.) standards, and a 120V convenience outlet. The lights and convenience outlet noted above and any required vault circuit shall be supplied from a panel located and clearly identified in the electrical room.
- (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 200 kW demand will require an interval meter, refer to *Section 2.3.9.7 – Interval Metering*. NOTL Hydro reserves the right to impose a primary metering unit (>750V).

See *Appendix 5 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 on the property of all services proposed and/or existing such as water, gas, storm and sanitary sewers, telephone, etc.

Duct Bank Location

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

Transformer Location

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

Electrical Room Floor Plan

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

Single Line Diagram

Show the main service entrance switch capacity, the required supply voltage, and the number and capacity of all sub-services showing provision for metering facilities, as well as the connected & future load summary for lighting, heating, ventilation, air conditioning etc. (winter & summer). Also, indicate the estimated initial kilowatt demand and ultimate maximum demands.

3.4 General Service - Greater Than 4999 kW

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 General Services Greater Than 4999 kW. For new Customers without prior billing history, the peak demand will be based on 90% of the proposed capacity or installed transformer.

All requirements listed in *Section 3.3 - General Service (>50 kW)*, apply to General Service (>4999kW) Customers.

An interval meter will be required, refer to *Section 2.3.9.7 – 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 2.3.5 – Transformation (Customer Owned Substation)* for applicable requirements.

3.5 General Services - Temporary

Upon 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.

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 12 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 twelve 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 (\pm 100 mm) from finished grade.
- In the case of temporary overhead services, the Customer shall leave 760 mm of cable at the weatherhead 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 5 Table 4* for a summary of Ownership Demarcation Point, Standard Allowance and Connection Fees for Temporary Services.

3.6 Embedded Generation

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

3.7 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.

3.8 Embedded Distributor

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

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

3.9 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)*.

3.9.1 Street Lighting

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

3.9.2 Traffic Signals and Other

Traffic signal installations and equipment are subject to OESC requirements. Traffic signals shall have a rate structure equal to General Service (<50 kW) class Customer.

The ownership demarcation point is as follows:

Overhead: The top of the Customers mast

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

For miscellaneous unmetered loads such as communication power supplies, bus shelters, telephone booths and signs, the method and location of supply will vary and shall be established by NOTL Hydro.

Section 4 – Glossary of Terms

Sources for definitions:

A *Electricity Act, 1998*, Schedule A, Section 2, Definitions

MRMarket Rules for the Ontario Electricity Market, Chapter 11, Definitions

TDLTransitional Distribution License, Part I, Definitions

TTL Transitional Transmission License, Part I, Definitions

DSC Distribution System Code Definitions

RSC Retail Settlement Code Definitions

- **“Accounting Procedures Handbook”** means the handbook approved by the Board and in effect at the relevant time, which specifies the accounting records, accounting principles and accounting separation standards to be followed by the distributor; (TDL, DSC)
- **“Affiliate Relationships Code”** means the code, approved by the Board and in effect at the relevant time, which among other things, establishes the standards and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies; (TDL, DSC)
- **“ancillary services”** means services necessary to maintain the reliability of the 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;
- **“bandwidth”** means a distributor’s defined tolerance used to flag data for further scrutiny at the stage in the VEE (validating, estimating and editing) process where a current reading is compared to a reading from an equivalent historical billing period For example, a 30 percent bandwidth means a current reading that is either 30 percent lower or 30 percent higher than the measurement from an equivalent historical billing period will be identified by the VEE process as requiring further scrutiny and verification; (DSC)
- **"billing demand"** means the metered demand or connected load after necessary adjustments have been made for power factor, intermittent rating, transformer losses and minimum billing. A measurement in kiloWatts (kW) of the maximum rate at which electricity is consumed during a billing period;
- **“Board”** or **“OEB”** means the Ontario Energy Board; (A, TDL, DSC)
- **“building”** means a building, portion of a building, structure or facility;
- **“bulk meter”** one meter that effectively measures all the electricity used by a building, both in individual suites and common areas.
- **“complex metering installation”** means a metering installation where

instrument transformers, test blocks, recorders, pulse duplicators and multiple meters may be employed; (DSC)

- **“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)
- **“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”** 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”** 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)
- **“embedded retail generator”** means an embedded generator that settles through a distributor’s retail settlements system and is not a wholesale market participant; (DSC)
- **“embedded wholesale Consumer”** means a Consumer who is a wholesale market participant whose facility is not directly connected to the IESO -controlled grid but is connected to a distribution system; (DSC)
- **“embedded wholesale generator”** means an embedded generator that is a wholesale market participant; (DSC)
- **“emergency”** means any abnormal system condition that requires remedial action to prevent or limit loss of a distribution system or supply of electricity that could adversely affect the reliability of the electricity system; (DSC)
- **“emergency backup”** means a generation facility that has a transfer switch that isolates it from a distribution system; (DSC)
- **"energy"** means the product of power multiplied by time, usually expressed in kilowatt-hours (kWH);
- **“Energy Competition Act”** means the *Energy Competition Act, 1998, S.O. 1998, c. 15; (MR)*
- **"energy diversion"** means the electricity consumption unaccounted for but that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off load(s) before revenue meter or meter tampering;

- **“enhancement”** means a modification to an existing distribution system that is made for purposes of improving system operating characteristics such as reliability or power quality or for relieving system capacity constraints resulting, for example, from general load growth; (DSC)
- **“expansion”** means an addition to a distribution system in response to a request for additional Customer connections that otherwise could not be made; for example, by increasing the length of the distribution system; (DSC)
- **“extreme operating conditions”** means extreme operating conditions as defined in the Canadian Standards Association (“CSA”) Standard CAN3-C235-87 (latest edition);
- **“general service”** 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)
- **“house service”** means that portion of the electrical service in a multiple occupancy facility which is common to all occupants, (i.e. parking lot lighting, sign service, corridor and walkway lighting, et cetera);
- **“IEC”** means International Electrotechnical Commission;
- **“IEEE”** means Institute of Electrical and Electronics Engineers;
- **“IESO ”** means the Independent Electricity System Operator established under the *Electricity Act*; (A, TDL, DSC)
- **“IESO -controlled grid”** means the transmission systems with respect to which, pursuant to agreements, the IESO has authority to direct operation; (A, TDL, DSC)

- **“interval meter”** means a meter that measures and records electricity use on an hourly or sub-hourly basis; (RSC, DSC)
- **"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.
- **"load factor"** means the ratio of average demand for a designated time period (usually one month) to the maximum demand occurring in that period;
- **“load transfer”** means a network supply point of one distributor that is supplied through the distribution network of another distributor and where this supply point is not considered a wholesale supply or bulk sale point; (DSC)
- **“load transfer Customer”** means a Customer that is provided distribution services through a load transfer; (DSC)
- **"main service"** refers to NOTL Hydro’s incoming cables, bus duct, disconnecting and protective equipment for a Building or from which all other metered sub-services are taken;
- **“market participant”** has the meaning prescribed in the Market Rules;
- **“Market Rules”** means the rules made under *section 32 of the Electricity Act*; (MR, TDL, DSC)
- **“Measurement Canada”** means the Special Operating Agency established in August 1996 by the *Electricity and Gas Inspection Act, 1980-81-82-83, c. 87.*, and Electricity and Gas Inspection Regulations (SOR/86-131; (DSC)
- **“meter service provider”** means any entity that performs metering services on behalf of a distributor; (DSC)
- **“meter installation”** means the meter and, if so equipped, the instrument transformers, wiring, test links, fuses, lamps, loss of potential alarms, meters, data recorders, telecommunication equipment and spin-off data facilities installed to measure power past a meter point, provide remote access to the metered data and monitor the condition of the installed equipment; (RSC, DSC)
- **"meter socket"** means the mounting device for accommodating a socket type revenue meter;
- **“metering services”** means installation, testing, reading and maintenance of meters; (DSC)
- **“MIST meter”** means an interval meter from which data is obtained and validated within a designated settlement timeframe. MIST refers to “Metering Inside the Settlement Timeframe;” (RSC, DSC)
- **“MOST meter”** means an interval meter from which data is only available outside of the designated settlement timeframe. MOST refers to “Metering Outside the Settlement Timeframe;” (RSC, DSC)
- **"multiple dwelling"** means a Building which contains more than one self-contained dwelling unit;
- **"municipal street lighting"** means all services supplied to street lighting equipment owned and operated for a municipal corporation;
- **“non-competitive electricity costs”** means costs for services from the IESO that are not deemed by the Board to be competitive electricity services plus costs for

- distribution services, other than Standard Supply Service (SSS); (RSC)
- **"normal operating conditions"** means the operating conditions comply with the standards set by the Canadian Standards Association ("CSA") Standard CAN3-C235- 87 (latest edition);
 - **"Ontario Energy Board Act"** means the *Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B*; (MR, DSC)
 - **"operational demarcation point"** means the physical location at which a distributor's responsibility for operational control of distribution equipment including connection assets ends at the Customer; (DSC)
 - **"ownership demarcation point"** means the physical location at which a distributor's ownership of distribution equipment including connection assets ends at the Customer; (DSC)
 - **"performance standards"** means the performance targets for the distribution and connection activities of the distributor as established by the Board pursuant to the *Ontario Energy Board Act* and in the Rate Handbook; (DSC)
 - **"person"** includes an individual, a corporation, sole proprietorship, partnership, unincorporated organization, unincorporated association, body corporate, and any other legal entity;
 - **"physical distributor"** with respect to a load transfer, means the distributor that provides physical delivery of electricity to a load transfer Customer, but is not responsible for connecting and billing the load transfer Customer directly; (DSC)
 - **"power factor"** means the ratio between Real Power and Apparent Power (i.e. kW/kVA);
 - **"primary service"** means any service which is supplied with a nominal voltage greater than 750 volts;
 - **"private property"** means the property beyond the existing public street allowances;
 - **"rate"** means any rate, charge or other consideration, and includes a penalty for late payment; (TDL, DSC)
 - **"Rate Handbook"** means the document approved by the Board that outlines the regulatory mechanisms that will be applied in the setting of distributor rates; (RSC, DSC)
 - **"reactive power"** means the power component which does not produce work but is necessary to allow some equipment to operate, and is measured in kiloVolt Amperes Reactive (kVAR);
 - **"real power"** means the power component required to do real work, which is measured in kiloWatts (kW);
 - **"Regulations"** means the regulations made under the *Ontario Energy Board Act* or the *Electricity Act*; (TDL, DSC)
 - **"residential service"** 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 retails electricity; (A, MR, TDL, DSC)
- **"secondary service"** means any service which is supplied with a nominal voltage less than 750 Volts;
- **“service agreement”** means the agreement that sets out the relationship between a licensed retailer and a distributor, in accordance with the provisions of Chapter 12 of the Retail Settlement Code; (RSC)
- **“service area”** with respect to a distributor, means the area in which the distributor is authorized by its license to distribute electricity; (A, TDL, DSC)
- **"service date"** means the date that the Customer and NOTL Hydro mutually agree upon to begin the supply of electricity by NOTL Hydro;
- **“Standard Supply Service Code”** means the code approved by the Board and in effect at the relevant time, which, among other things, establishes the minimum conditions that a distributor must meet in carrying out its obligations to sell electricity under *section 29 of the Electricity Act*; (TDL)
- **"sub-service"** means a separately metered service that is taken from the main Building service;
- **"supply voltage"** means the voltage measured at the Customer's main service entrance equipment (typically below 750 volts). Operating conditions are defined in the Canadian Standards Association ("CSA") Standard CAN3-C235 (latest edition);
- **"temporary service"** means an electrical service granted temporarily for such purposes as construction, real estate sales, trailers, et cetera;
- **"terminal pole"** refers to the NOTL Hydro’s distribution pole on which the service supply cables are terminated;
- **“total losses”** means the sum of distribution losses and unaccounted for energy; (DSC)
- **"transformer room"** means an isolated enclosure built to applicable codes to house transformers and associated electrical equipment;
- **“transmission system”** means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose; (A, MR, TDL, DSC)
- **“Transmission System Code”** means the code, approved by the Board, that is in force at the relevant time, which regulates the financial and information obligations of the Transmitter with respect to its relationship with Customers, as

well as establishing the standards for connection of Customers to, and expansion of a transmission system; (DSC)

- **“transmit”**, with respect to electricity, means to convey electricity at voltages of more than 50 kilovolts; (A, TDL, DSC)
- **“transmitter”** means a person who owns or operates a transmission system; (A, MR, TDL, DSC)
- **“unaccounted for energy”** means all energy losses that cannot be attributed to distribution losses. These include measurement error, errors in estimates of distribution losses and unmetered loads, energy theft and non-attributable billing errors; (DSC)
- **“unmetered loads”** means electricity consumption that is not metered and is billed based on estimated usage; (DSC)
- **“validating, estimating and editing (VEE)”** means the process used to validate, estimate and edit raw metering data to produce final metering data or to replicate missing metering data for settlement purposes; (MR, DSC)
- **“wholesale buyer”** means a person that purchases electricity or ancillary services in the IESO -administered markets or directly from a generator; (TDL, DSC)
- **“wholesale market participant”** means a person that sells or purchases electricity or ancillary services through the IESO - administered markets; (RSC, DSC)
- **“wholesale settlement cost”** means costs for both competitive and non-competitive electricity services billed to a distributor by the IESO or a host distributor, or provided by an embedded retail generator or by a neighboring distributor; (RSC, DSC)
- **“wholesale supplier”** means a person who sells electricity or ancillary services through the IESO -administered markets or directly to another person, other than a Consumer; (TDL, DSC)



Niagara
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APPENDIX 1

Disconnect/Reconnect Policy

- 1. Purpose:** to provide a consistent framework within the bounds of the Distribution System Code (DSC) upon which to disconnect and reconnect customers.
- 2. Scope:** This policy relates to customers disconnected for reasons outlined in Section 4.2.6 of the DSC and reflects safety and good utility practices as a primary requirement
- 3. Policy:**

Safety-Related Disconnects

NOTL Hydro, at its sole discretion, will disconnect a customer for safety-related reasons including;

- Adverse effect on the reliability and safety of the distribution system.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system.
- A material decrease in the efficiency of the distributor's distribution system.
- A materially adverse effect on the quality of distribution services received by an existing connection.
- Inability of the distributor to perform planned inspections and maintenance.
- Failure of the consumer or customer to comply with a directive of a distributor that the distributor makes for purposes of meeting its license

NOTL Hydro will, at its sole discretion, reconnect the customer when it is satisfied that the safety-related have been rectified.

Disconnects for Non-Payment

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, Retail Settlement Code and Standard Supply Code have been met.

Prior to disconnecting a customer for non-payment, NOTL Hydro will provide the customer with a notice that includes a Fire Safety Notice of the Office of the Fire Marshall and any other public safety notices deemed appropriate as well as items listed in Section 4.2.2 of the DSC including;

- a) the date on which the disconnection notice was printed by the distributor;
- b) the earliest and latest dates on which disconnection may occur, in accordance with sections 4.2.3 and 4.2.2.3;

- 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 if disconnection occurs, and the circumstances in which each of these charges is payable;
- e) the forms of payment that the customer 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 as described in section 4.2.4 and any other method of payment that the distributor ordinarily accepts and which can be verified within the time period remaining before disconnection;
- f) the time period during which any given form of payment listed under paragraph (e) will be accepted by the distributor;
- g) that, in order to avoid disconnection if the distributor attends at the customer's property to execute the disconnection, a customer will only be able to pay by credit card (for a fee) issued by a financial institution.
- h) that a disconnection may take place whether or not the customer is at the premises;
- i) that, where applicable, the disconnection may occur without attendance at the customer's premises;
- j) that a Vital Services By-Law may exist in the customer's community and that the customer should contact their local municipality for more information;
- k) that a Board-prescribed standard arrears management program and equal monthly payment plan option may be available to all residential customers, along with contact information for the distributor where the customer can obtain further information;
 - (k1) that the following additional assistance may be available to an eligible low income customer, along with contact information for the distributor where the customer can obtain further information about the additional assistance:
 - i. A Board-prescribed arrears management program, and other expanded customer service provisions, specifically for eligible low-income customers; and
 - ii. A Board-approved Emergency Financial Assistance program administered through a Social Service Agency or Government Agency;
 - (k2) NOTL Hydro may install a load control device at the customer's premise in lieu of disconnection

NOTL Hydro will not deliver any 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. A customer may, at any time prior to disconnection, designate a third party to also 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 disconnection notice issued for non-payment shall expire on the date that is 11 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 re-issue a new disconnection notice.

NOTL Hydro will make reasonable efforts to contact, in person 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;

- advise the customer of the scheduled date for disconnection
- advise the customer that a disconnection may take place whether or not the customer is at the premises;
- where applicable, advise the customer that the disconnection may occur without attendance at the customer's premises;
- advise that the customer has the option to pay amounts owing by credit card issued by a financial institution (for a fee), in addition to other forms of payment that we will currently accept at that time and which can be verified within the time period remaining before disconnection; and advise during what hours such payments may be made;
- advise the customer that we intend to execute the disconnection at the customer's property, the customer will only be able to pay by cash at our Henegan Road facility during regular office hours or by credit card (for a fee);
- 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; and
- advise the customer of any additional options such as Emergency Financial Assistance programs from support agencies or the LEAP financial support program.

A disconnect notice issued for non-payment of a multi-unit, master-metered building will be posted in a conspicuous place or in the building.

NOTL Hydro will suspend any disconnection action for a period of 21 days from the date of notification by a Social Service Agency or Government Agency that it is assessing a residential customer for the purposes of determining whether the customer is eligible to receive such assistance, provided such notification is made within 10 days from the date on which the disconnection notice is received by the customer. Where a residential customer 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 10 days from the date on which the disconnection notice was received by the customer. In the event that we receive notification from a Social Service Agency or Government Agency that a customer is not eligible to receive such assistance, or if another third party who was considering the provision of bill assistance decides not to proceed, the distributor may continue its disconnection process. Distributors will have up to 11 days to act on the previous disconnection notice and must make a further reasonable effort to contact the customer in accordance with section 4.2.2.4 prior to executing disconnection.

NOTL Hydro will 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) 10 days from the date on which the disconnection notice is received, in all other cases.

Disconnect Notice

- (a) where a disconnection notice is sent by mail, the disconnection notice shall be deemed to have been received by the customer on the third business day after the date on which the notice was printed by NOTL Hydro;
- (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; and
- (f) the distributor shall apply the rules relating to the computation of time set out in section 2.6.7.

Disconnection Process

Upon delivery of a disconnection notice to a residential customer for non-payment, NOTL Hydro shall ensure that the customer has the opportunity to pay all amounts that are then overdue for payment by credit card (for a fee) or by cash and registered cheque at our office. Payment by credit card (for a fee) is available after hours. Disconnection will proceed if payment is not secured and a valid attempt has been made to personally notify the customer. Cash or a secured form of payment will only be accepted at our Henegan Road office and at no time collected at the customer’s residence. The amount owed will include appropriate O.E.B. approved charges.

Reconnection Process

Upon receiving full payment from a customer or if the customer enters into an arrears payment arrangement, NOTL Hydro will reconnect the service within 2 business days. Should the customer request special after hours reconnection, payment received must include the appropriate O.E.B. approved charge.

If reconnection involved a safety-related or power quality issue, reconnection will only occur when NOTL Hydro, at its sole discretion, is satisfied that the issue has been resolved.



APPENDIX 2

Security Deposit Policy Niagara on the Lake Hydro Inc

- 1. Purpose:** to provide a consistent framework within the bounds of the Distribution System Code (DSC) upon which to collect, maintain and return security deposits from customers in an effort to manage the risk of customer non-payment.
- 2. Scope:** This policy describes in detail, the specific terms and conditions utilized by NOTL Hydro related to the non-discriminatory application of security deposits.
- 3. Policy:**

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

Collection of Security Deposits

Security deposits will be collected by NOTL Hydro in an effort to manage customer non-payment risk. We shall not discriminate among customers with similar profiles or risk related factors except where permitted under the DSC.

NOTL Hydro will require a security deposit from a customer who is not billed by a competitive retailer under retailer-consolidated billing unless the customer has a good payment history of 1 year in the case of a residential customer, 5 years in the case of a non-residential customer in a <50 kW demand rate class or 7 years in the case of a non-residential customer in any other rate class. 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 have occurred in the previous 24 months. NOTL Hydro shall provide a customer with the specific reasons for requiring a security deposit from the customer.

A customer is deemed to have a good payment history unless, during the relevant time period set out above, the customer has received more than one disconnection notice from the distributor, more than one cheque given to the distributor by the customer has been returned for insufficient funds, more than one pre-authorized payment to the distributor has been returned for insufficient funds, a disconnect / collect trip has occurred or NOTL Hydro had to apply a security deposit against current amounts owing and required the customer to repay the security deposit. A customer's good payment history shall not be affected by an error on the part of NOTL Hydro.

Waiving Security Deposits

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

1. a customer provides a letter from another distributor or gas distributor in Canada confirming a good payment history with that distributor for the most recent relevant time period set out in section 2.4.9 of the DSC where some of the time period which makes up the good payment history has occurred in the previous 24 months;
2. a customer, other than a customer in a >5000 kW demand rate class, provides a satisfactory credit check made at the customer's expense; or
3. a customer has been qualified as an eligible low-income customer and requests a waiver.

Low-income Assistance

Upon issuing a bill for a security deposit NOTL Hydro shall advise a residential customer that the security deposit requirement will be waived for an eligible low-income customer provided that such a customer contacts the distributor and thereafter confirms his or her low-income eligibility. The distributor shall provide customers with contact information where they can obtain information from a social service agency or government agency on potential eligibility for low-income assistance. When confirmed by a social service agency or government agency that a low-income assessment process has been initiated, the due date for the payment will be extended for up to 21 days pending the eligibility decision.

Calculation of a Security Deposit

The calculation of the security deposit shall be 2.5 times the estimated average monthly bill based on the customer’s average monthly load as indicated in the DSC 2.4.12. Where a customer, other than a residential electricity customer, has a payment history which discloses more than one disconnection notice in a relevant 12 month period, NOTL Hydro may use that customer’s highest actual or estimated monthly load for 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.

Despite DSC section 2.4.12, where a non-residential customer in any rate class other than a <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 Technology</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%

For the purposes of calculating the estimated bill for a low-volume consumer or designated consumer who is billed under SSS or distributor-consolidated billing, the price estimate used in calculating competitive electricity costs shall be the same as the price used by the IESO for the purpose of determining maximum net exposures and prudential support obligations for distributors, low-volume consumers and designated consumers. For the purpose of calculating the estimated bill for all other customers billed under SSS or distributor-consolidated billing, the price estimate used in calculating competitive electricity costs shall be the same as the price used by the IESO for the purpose of determining maximum net exposures and prudential support obligations for market participants other than distributors, low-volume consumers and designated consumers.

Forms of Security

The form of payment of a security deposit for a residential customer shall be cash or cheque at the discretion of the customer.

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.

Terms and Conditions

NOTL Hydro shall permit non-residential customers to provide a security deposit in equal installments paid over at least four months. A customer may, at their discretion, choose to pay the security deposit over a shorter time period. NOTL Hydro shall permit a residential customer to provide a security deposit in equal instalments paid 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. A customer may elect to pay the security deposit over a shorter period of time.

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 or 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 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.

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 deemed to qualify as having a good payment history 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. 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 by virtue of a good payment history or a low-income designation or whether the amount of the security deposit is to be adjusted based on a re-calculation of credit ratings or competitive electricity costs.

Adjustment and 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 set off other amounts owing by the customer to the distributor. The security deposit shall be returned within six weeks of the closure of an account. Refund of eligible low-income

customer refunds will be completed in accordance with section 2.4.23C of the DSC while other customer refunds will be in accordance with DSC section 2.4.25.

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 six months.

Where all or part of a security deposit has been paid by a third party on behalf of a customer, the distributor 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:

- the third party paid all or part (as applicable) of the security deposit directly to NOTL Hydro;
- 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
- 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.



Niagara
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APPENDIX 3

Dispute Meter Test-Agent's Fee Policy

Restated: April 19, 2013

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

BILLING & CUSTOMER SERVICE POLICIES

DISPUTE METER TEST – AGENT’S FEE

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

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

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

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

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

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

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



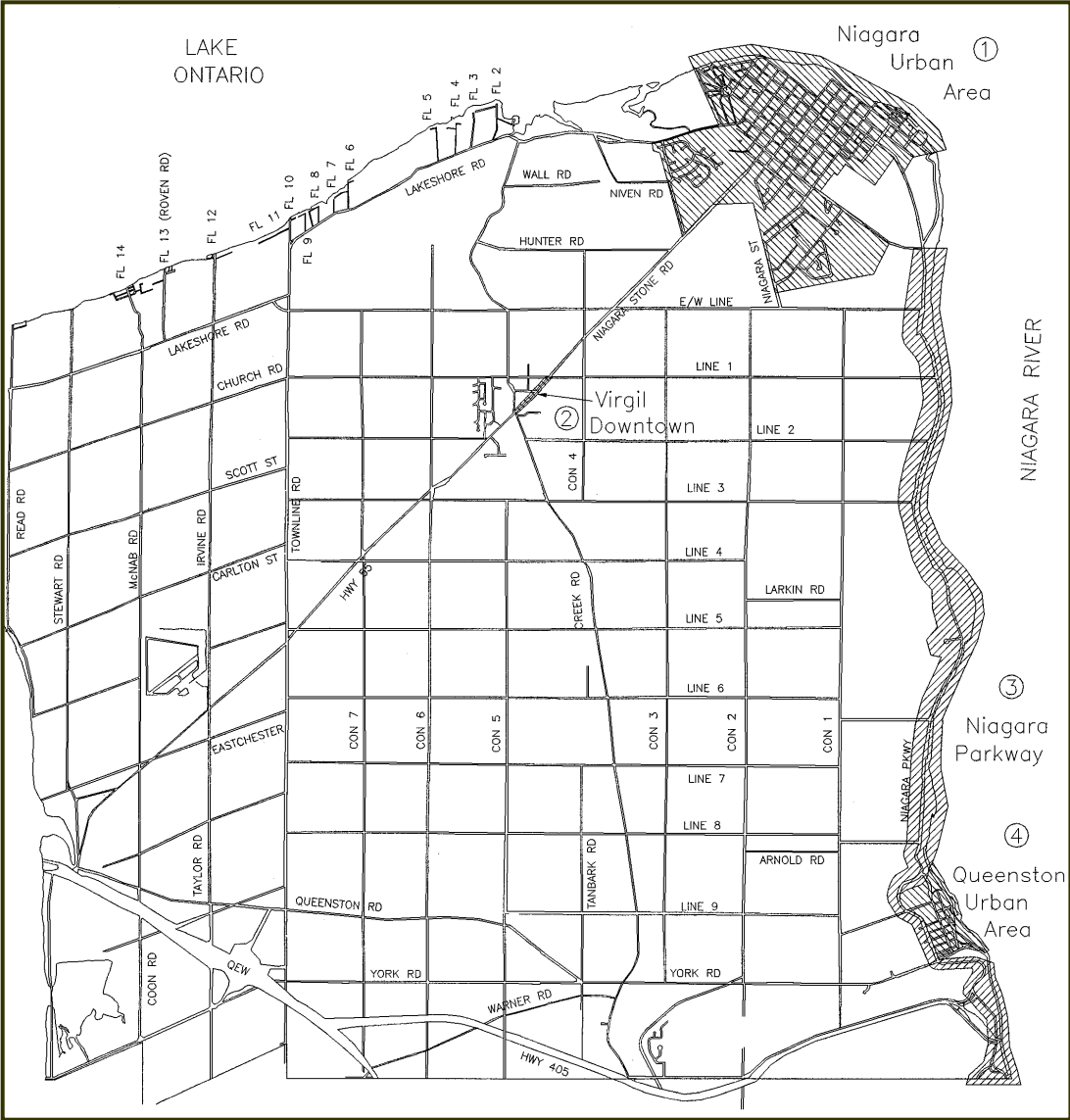
Niagara
On-The-Lake
HYDRO

APPENDIX 4

Underground Practices Designated Areas Policy

UNDERGROUND PRACTICES - DESIGNATED AREAS

KEY MAP OF UNDERGROUND AREAS

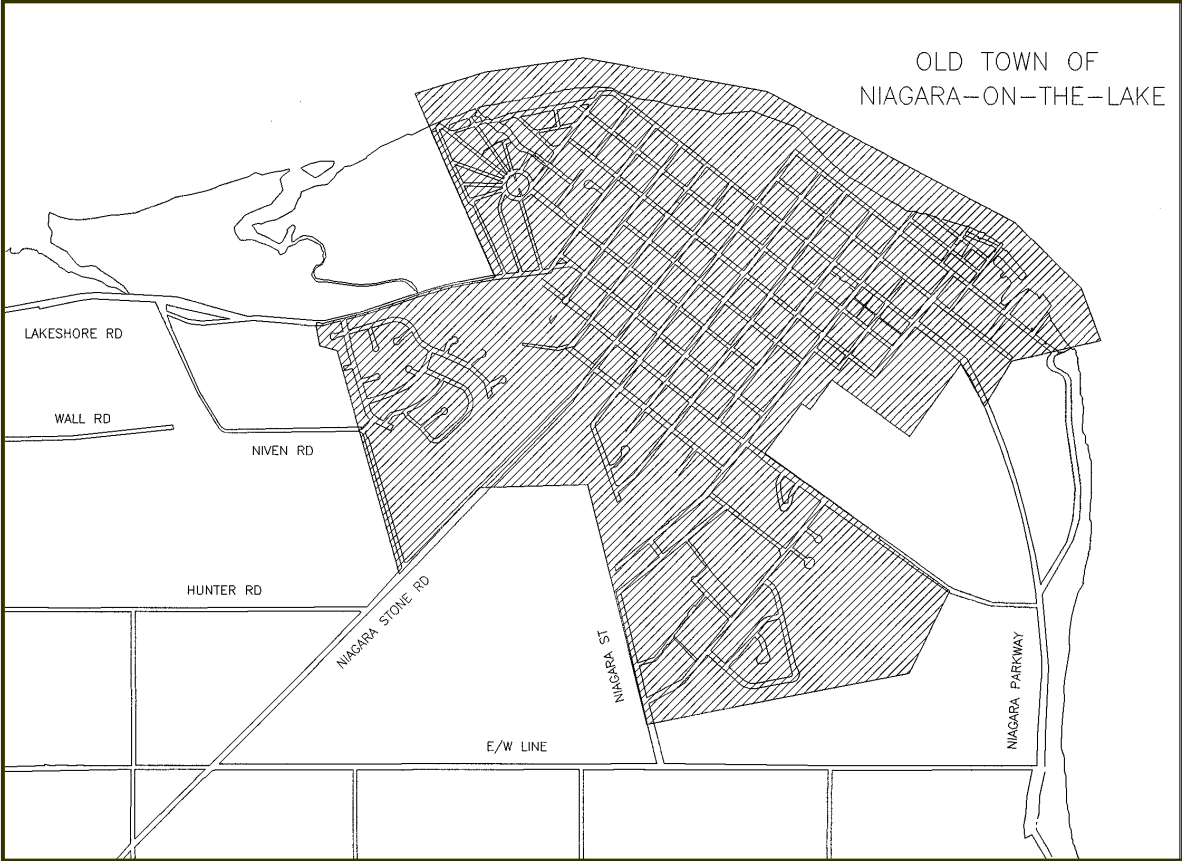


LEGEND

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

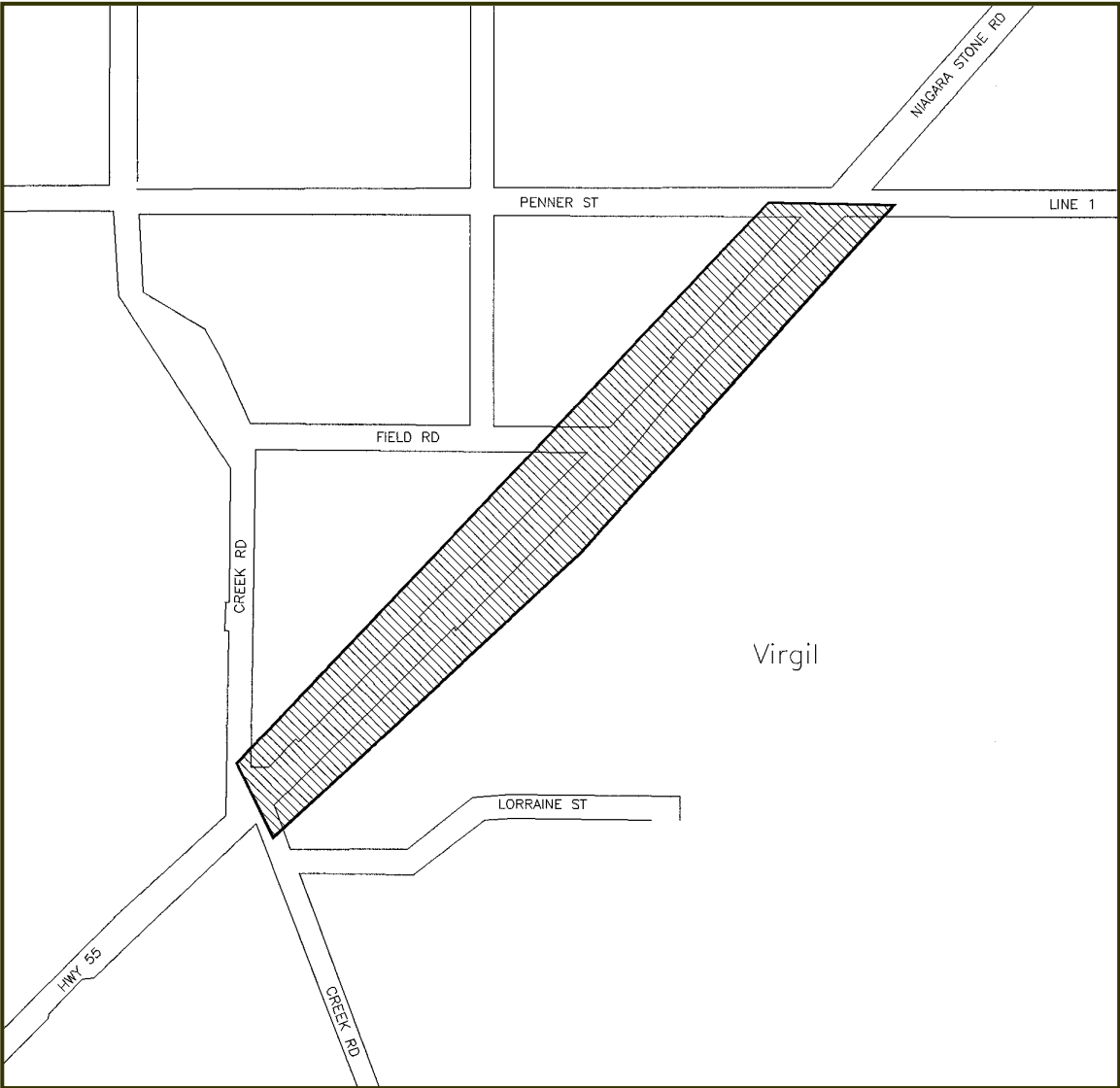
UNDERGROUND PRACTICES - DESIGNATED AREAS

1. NIAGARA URBAN AREA



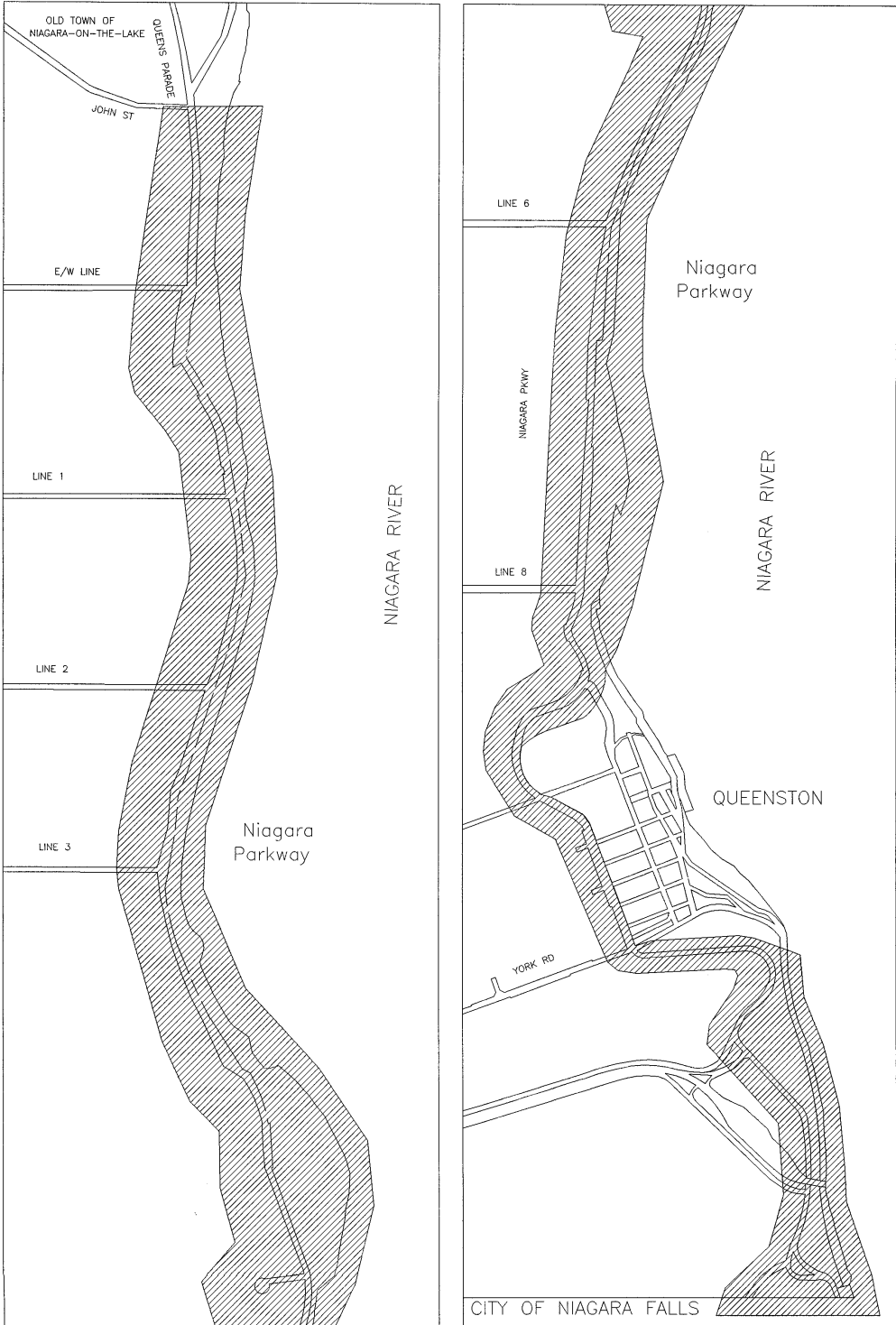
UNDERGROUND PRACTICES - DESIGNATED AREAS

2. Virgil Downtown



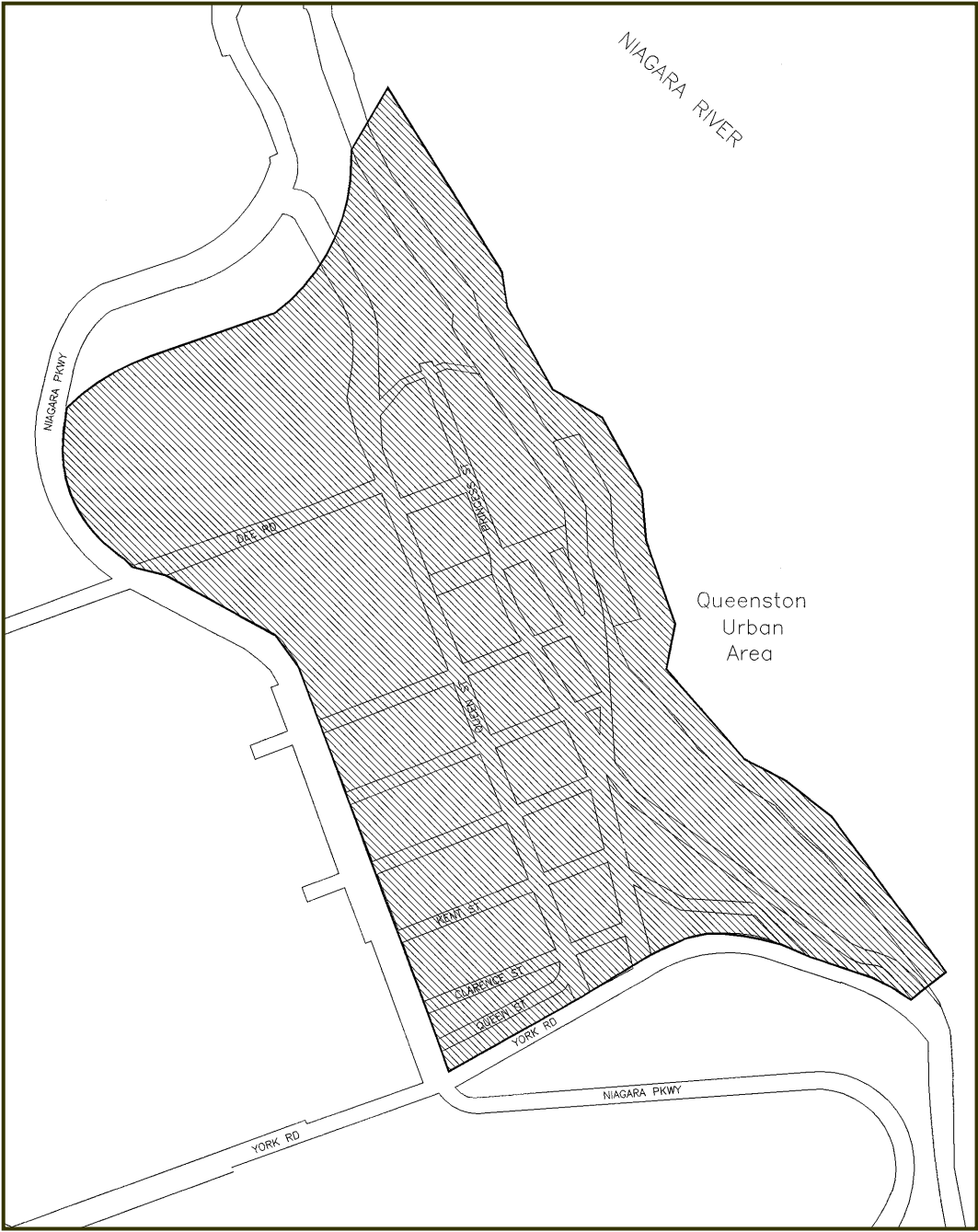
UNDERGROUND PRACTICES - DESIGNATED AREAS

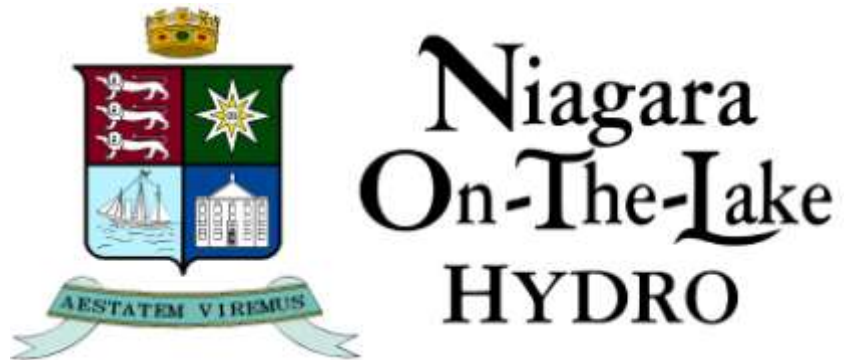
3. Niagara Parkway



UNDERGROUND PRACTICES - DESIGNATED AREAS

4. Queenston Urban Area





APPENDIX 5 - 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	Ownership Demarcation Point*	Standard Allowance**	Basic Connection Fee	Variable Connection Fee	Disconnect 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 disconnect per year recovered through rates. Customer to pay actual cost for any Additional disconnect(s).
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 disconnect per year recovered through rates. Customer to pay actual cost for any Additional disconnect(s).
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 \$600+HST minimum charge will apply.	One disconnect per year recovered through rates. Customer to pay actual cost for any Additional disconnect(s).
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 \$600+HST minimum charge will apply.	One disconnect per year recovered through rates. Customer to pay actual cost for any Additional disconnect(s).
*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 Fee (Customer Request)
<p>Overhead 120/240V (Form 2S) 120/208V (Form 12S) 1 Phase 200A maximum OR 120/208V (Form 16S) 347/600V (Form 16S) 3 Phase 200A maximum <i>Demand <50 kW Expected</i></p>	<p>Top of Customers mast if <i>under</i> 30m</p>	<p>No Credit</p>	<p>Recovered through rates.</p>	<p>Customer charged 100% of actual cost including labour, material, metering and transformation.</p>	<p>One disconnect per year recovered through rates. Customer to pay actual cost for any Additional disconnect(s).</p>
<p>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></p>	<p>Line side of meterbase</p>	<p>No Credit</p>	<p>Recovered through rates.</p>	<p>Customer charged 100% of actual cost including labour, material, metering and transformation. A \$600+HST minimum charge will apply.</p>	<p>One disconnect per year recovered through rates. Customer to pay actual cost for any Additional disconnect(s).</p>
<p>*Demarcation will be at the NOTL Hydro Delivery Point if the service has been deemed private.</p>					

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

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 \$350+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 \$1600+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 \$350+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 \$500+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 \$350+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 \$3000+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 \$350+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 \$1500+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 3.5 – General Services - Temporary for class specific details