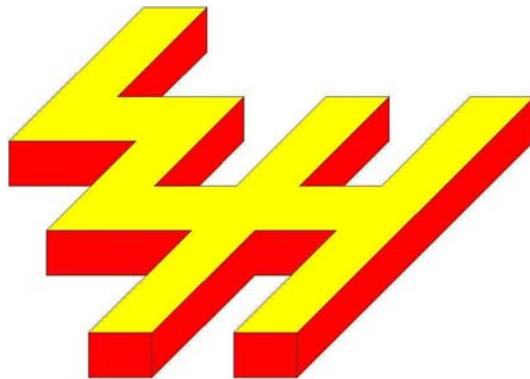


July 11th, 2008

**CONDITIONS OF SERVICE**

***WELLAND HYDRO-ELECTRIC  
SYSTEM CORP.***

***(WHESC)***



# TABLE OF CONTENTS

## **SECTION 1 INTRODUCTION**

- 1.1 Identification of Distributor and Territory**
- 1.2 Related Codes, and Governing Laws**
- 1.3 Interpretation**
- 1.4 Amendments and Changes**
- 1.5 Contact Information**
- 1.6 Customer Rights**
- 1.7 Distributor Rights**
- 1.8 Disputes**
- 1.9 Liability**
- 1.10 Force Majeure**

## **SECTION 2 DISTRIBUTION ACTIVITIES (GENERAL)**

- 2.1 Connections**
  - 2.1.1 Building that Lies Along
  - 2.1.2 Expansions / Offer to Connect
  - 2.1.3 Connection Denial
  - 2.1.4 Inspections Before Connections
  - 2.1.5 Relocation of Plant
  - 2.1.6 Easements
  - 2.1.7 Contracts
- 2.2 Disconnection**
  - 2.2.1 Disconnection Notification
- 2.3 Conveyance of Electricity**
  - 2.3.1 Guarantee of Supply
  - 2.3.2 Power Quality
  - 2.3.3 Electrical Disturbances
  - 2.3.4 Standard Voltage Offerings
  - 2.3.5 Voltage Guidelines
  - 2.3.6 Back-Up Generators
  - 2.3.7 Metering
- 2.4 Tariffs and Charges**
  - 2.4.1 Service Connections
  - 2.4.2 Energy Supply
  - 2.4.3 Deposits
  - 2.4.4 Billing
  - 2.4.5 Payment and Late Payment Charges

**2.5      Miscellaneous Charges**

**SECTION 3      CUSTOMER SPECIFIC**

**3.1      Residential**

**3.2      General Service**

**3.3      General Service (Above 50 kW)**

**3.4      Large Use**

**3.5      Embedded Generation**

**3.6      Embedded Market Participant**

**3.7      Embedded Distributor**

**3.8      Unmetered Connections**

3.8.1      Street lighting

3.8.2      Traffic Lights

3.8.3      Bus Shelters

**SECTION 4      GLOSSARY OF TERMS**

**SECTION 5      APPENDIX A**

# SECTION 1

## INTRODUCTION

### 1.1 IDENTIFICATION OF DISTRIBUTOR AND TERRITORY

**WELLAND HYDRO-ELECTRIC SYSTEM CORP. (WHESC)** is a corporation, incorporated under the laws of the Province of Ontario to distribute electricity.

WHESC is licenced by the Ontario Energy Board "OEB" to supply electricity to Customers as described in the Electricity Distribution Licence, issued on October 10, 2003 by the OEB. Additionally there are requirements imposed on WHESC by the various codes referred to in the Licence and by the Electricity Act and the Ontario Energy Board Act.

All codes referred to in this document, such as the Distribution System Code, are Ontario Energy Board Documents.

WHESC is limited to operate distribution facilities within their Licenced Territory as defined in the Distribution Licence. The defined Territory is the municipal boundaries of the City of Welland in the Region of Niagara.

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

WHESC will normally provide one electrical service to each customer's location at a nominal service voltage.

Electrical energy purchased from WHESC may not be resold at a profit by any customer to a third party using WHESC rates.

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

The customer or their authorized representative must make application for new or upgraded electric services and temporary power services in person.

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

The customer is required to provide WHESC sufficient lead-time in order to ensure: (a) the timely provision of supply to new and upgraded premises or (b) the availability of adequate capacity for additional loads to be connected in existing premises.

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

Customers will be required to pay the cost of repair or replacement of WHESC equipment that has been damaged through the customer's action or neglect.

The supply of electricity is conditional upon WHESC being permitted and able to provide such a supply, obtaining the necessary apparatus and material, and constructing works to provide the service.

Should WHESC not be permitted to supply or not be able to do so, it is under no responsibility to the customer whatsoever.

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

Prior to commencing any service work, the customer must consult with WHESC to ensure compliance with current requirements.

WHESC, at the expense of the Owner, reserves the right to provide an Inspector who will be on duty for the duration of the work, and the Contractor shall supply him such accommodations as he may require. The Inspector shall have the authority to stop work at any time he feels the Contractor is not proceeding in accordance with these "Conditions of Service". Work shall not recommence until WHESC has been notified and the Inspector is present at the site.

Customers may be required to pay Capital Contributions for the addition of new electrical services in accordance with the policies and procedures outlined elsewhere in this document.

## **1.2 RELATED CODES AND GOVERNING LAWS**

WHESC is limited in its scope of operation by the:

1. Ontario Energy Board Act, 1998
2. Distribution Licence
3. Affiliate Relationships Code
4. Distribution System Code
5. Retail Settlements Code
6. Standard Service Supply Code
7. Electricity Act 1998
8. Electricity Pricing, Conservation and Supply Act 2002
9. Transmission System Code

In the event of a conflict between this document and the Distribution Licence or regulatory Codes issued by the OEB, or the Electricity Act, the provisions of the Act, the Distribution Licence and associated regulatory Codes shall prevail.

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, by-laws and applicable WHESC Standards, to ensure compliance with their requirements. The work shall be conducted in accordance with the Ontario Occupational Health and Safety Act, The Regulations for Construction Projects and the E&USA rulebook.

### **1.3 INTERPRETATIONS**

In these Conditions, unless the context otherwise requires:

- Headings and underlining are for convenience only and do not affect the interpretation of these Rules;
- Words referring to the singular include the plural and vice versa;
- Words referring to a gender include any gender

### **1.4 AMENDMENTS AND CHANGES**

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

In the event of changes to these Conditions of Service, a Public notice shall be made in the form of a notice in the local newspaper or on the WHESC web site.

The Customer is responsible for contacting WHESC in order to obtain the current version of the Conditions of Service. WHESC may charge a reasonable fee for providing the Customer with a copy of this document.

### **1.5 CONTACT INFORMATION**

WHESC and its agents can be contacted during normal working hours (Monday to Friday between 8:30 and 4:30) at (905) 732-1381. In the event of an emergency, outside of normal working hours, WHESC or its agents can be contacted by phone at (905) 732-1381. Mailing address: Welland Hydro-Electric System Corp., P.O. Box 280, 950 East Main Street, Welland, Ontario, L3B 5P6. E-mail address: [Information@WellandHydro.com](mailto:Information@WellandHydro.com).

### **1.6 CUSTOMER RIGHTS**

#### **Non-discriminatory Access**

WHESC shall, upon the request of a Consumer, Generator or Retailer, provide them with access to its distribution system and shall convey electricity to them in accordance with the terms of these Conditions, Codes, and applicable Legislation.

#### **Obligation to Connect**

WHESC shall connect a Customer to its distribution system if the point of connection 'lies along' any of the lines of WHESC's distribution system and the Owner, occupant or person in charge of the premises requests connection in writing.

WHESC shall make an offer to connect a building to its distribution system if the building is within WHESC's service area, and the Owner, occupant or person in charge of the building requests connection in writing, subject to WHESC's Conditions of Service, OEB Codes, and applicable Legislation.

The terms of such connection or offer to connect shall be made in accordance with these Conditions.

In those instances where the Customer will own their secondary or primary service, the Customer has the right to hire a contractor to supply and install the service in accordance with these Conditions of Service.

### **Obligation to Supply**

WHESC shall sell electricity or ensure that electricity is supplied to every person connected to its distribution system in accordance with Section 29 of the Electricity Act and the Standard Supply Service Code.

At the request of a Consumer, WHESC shall provide a list of Retailers who have Service Agreements in effect with WHESC. The list shall conform to the requirements of the Affiliate Relationships Code.

WHESC will not provide information on products retailed by a Retailer.

Upon receiving an inquiry from a Consumer connected to its distribution system, WHESC shall either respond to the inquiry if it deals with WHESC's distribution services such as meter accuracy, distribution rates, bill calculation errors, safety and reliability, or provide the Consumer with contact information for the party responsible for the item of inquiry. Inquiries about usage, including how usage might be modified to lower bills, may be addressed by WHESC or refer the Customer to the relevant Retailer, in accordance with Chapter 7 of the Retail Settlement Code.

### **System Integrity**

WHESC shall maintain its distribution system to meet the standards established by the OEB and applicable Legislation.

## **1.7 DISTRIBUTOR RIGHTS**

### **Access to Customer Property**

WHESC shall have access to Customer property in accordance with Section 40 of the Electricity Act, 1998.

### **Safety of Equipment**

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

The Customer shall not build, plant or maintain or cause to be built, planted or maintain any structure, tree, shrub or landscaping that would or could obstruct the installation or maintenance of distribution lines and equipment, endanger the equipment of WHESC, interfere with the proper and safe operation of WHESC's facilities or adversely affect compliance with any applicable legislation.

### **Operating Control**

The Customer will provide a convenient and safe place, satisfactory to WHESC, for installing, maintaining and operating its equipment in, on, or about the Customer's premises. WHESC

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 WHESC has no control.

Except for an employee or agent of WHESC or other Person lawfully entitled to do so, no Person shall remove, replace, alter, repair, inspect or tamper with WHESC equipment.

Customers will be required to pay the cost of repairs or replacement of WHESC's equipment that has been damaged or lost by the direct or indirect act or omission of the Customer or its agents. The physical location on Customers' premises, at which a distributor's responsibility for operational control of distribution equipment ends, is defined by the Distribution System Code as the "operational demarcation point".

### **Repairs of Defective Customer Electrical Equipment**

The Customer will be required to repair or replace any equipment owned by the Customer that may adversely affect the integrity or reliability of WHESC's distribution system. If the Customer does not take such action within a reasonable time, WHESC may disconnect the supply of power to the Customer. WHESC's policies and procedures with respect to the disconnection process are further described in these Conditions.

### **Repairs of Customer's Physical Structures**

Depending on the ownership demarcation point, construction and maintenance of all civil works on private property owned by the Customer, including such items as transformer vaults, transformer rooms, transformer pads, cable chambers, cable pull rooms and underground conduit, will be the responsibility of the Customer. All civil work on private property must be inspected and accepted by WHESC and the Electrical Safety Authority (ESA).

The Customer is responsible for the maintenance and safe keeping conditions satisfactory to WHESC of its structural and mechanical facilities located on private property.

### **Contractor Approval**

In those instances where the Customer has the authority to hire a contractor to construct a plant that will become part of WHESC's system, the contractor shall be subject to the approval of WHESC. Also, WHESC shall have the right to require the contractor to submit proof of previous experience and satisfactory performance and WHESC shall have the right to investigate such proof prior to the Owner awarding a contract for the work to the contractor.

## **1.8 DISPUTES**

Any dispute between Customers or Retailers and WHESC shall be settled according to the dispute resolution process specified in WHESC's Distribution Licence.

Customer inquiries, complaints or disputes shall be conducted under the following guidelines:

Upon receipt of a complaint, a WHESC representative will contact the Customer to acknowledge receipt of the complaint and, if possible, to resolve the complaint, or investigate and follow-up on the complaint as required to resolve the complaint. If a complaint cannot be resolved by a WHESC representative, WHESC will refer the complaint to an independent third party complaints resolution agency that has been approved by the Ontario Energy Board. Until such time as the Ontario Energy Board approves such an independent third party complaints resolution agency, such complaints will be referred to the Ontario Energy Board, which has assumed this role.



## **1.9 LIABILITY**

WHESC shall only be liable to a Customer for any damages that arise directly out of the willful misconduct or negligence of:

- WHESC in providing distribution services to the Customer; or
- the Customer in being connected to WHESC's distribution system

Despite the above, WHESC shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

A contract to supply power may not be transferred by a Customer to another party.

## **1.10 FORCE MAJEURE**

WHESC or WHESC's Customer shall be held to have committed an event of default in respect of any Obligation under these Conditions if prevented from performing that Obligation, in whole or in part, because of a force majeure event.

If a force majeure event prevents a party from performing any of its Obligations under these Conditions and the applicable Connection Agreement, that party shall:

- Promptly notify the other party of the force majeure event and its assessment in good faith of the effect that the event will have on its 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 practicable.
- Not be entitled to suspend performance of any of its Obligations under these Conditions to any greater extent or for any longer time than the force majeure event requires it to do so;
- 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;
- Keep the other party continually informed of its efforts; and
- Provide written notice to the other party when it resumes performance of any Obligations affected by the force majeure event.

## **SECTION 2**

### **DISTRIBUTION ACTIVITIES (GENERAL)**

#### **2.1 CONNECTIONS**

##### **2.1.1 Building that Lies Along**

A building or facility “lies along” a distribution line if it can be connected to the distribution system without an expansion or enhancement and meets the conditions listed in the Distribution System Code. WHESC Engineering Department will inform the customer if this connection is available and specify the requirements for electrical connection, (See Section 3). If no enhancement or expansion is required, WHESC will offer a Basic Connection, which includes a standard connection allowance and a variable connection fee.

A Building that ‘lies along’ a distribution line may be refused connection to that line should the distribution line not have sufficient capacity for the requested connection.

A Building that ‘lies along’ a distribution line may be refused connection to that line should the connection be bad or unsafe for the system.

##### **2.1.1.1 Basic Connection Offers - Residential Services**

###### **i) Single Phase Overhead**

Standard Connection Allowance – labour and material to install up to 30 meters of secondary service wire and associated transformation for a 100 Amp service.

Variable Connection Fee – cost of secondary service wire, associated hardware and labour to provide service in excess of 30 meters.

###### **ii) Single Phase Underground**

Standard Connection Allowance – equivalent value of labour and material to install up to 30 meters of overhead secondary service wire and associated transformation for a 100 Amp service.

Variable Connection Fee – labour and material cost of secondary service wire installation, in excess of Standard Connection Allowance.

##### **2.1.1.2 Basic Connection Offers - Non-Residential Services**

###### **i) Single Phase Overhead**

Standard Connection Allowance – labour and material to install up to 30 meters of secondary service wire for a 100 Amp service.

Variable Connection Fee – all WHESC costs to provide connection in excess of Standard Connection Allowance.

###### **ii) Single Phase Underground**

Variable Connection Fee – all WHESC costs to provide connection in excess of Standard Connection Allowance.

iii) Poly Phase Overhead

Standard Connection Allowance – labour and material to install up to 30 meters of secondary service wire for a 100 Amp service.

Variable Connection Fee – all WHESC costs to provide connection in excess of Standard Connection Allowance.

iv) Poly Phase Underground

Variable Connection Fee

- Cost of transformation up to a maximum of 1500 KVA.
- Cost of labour and material to install primary cable, switches, arresters and fuses.
- Cost of WHESC labour to make the secondary connections.
- If required, the cost to prepare an easement for WHESC primary system (primary cable and transformer), and any other costs.

### 2.1.2 Expansions / Offer to Connect

Under the terms of the *Ontario Energy Board's (OEB) Distribution System Code (DSC)*, WHESC has the obligation to make an Offer to Connect for any building that is in its service area. If the building or a development cannot be connected without an expansion to its distribution system, the process outlined in this section will apply. Service area / system expansion includes a building that is located within WHESC defined service area but does not lie along the distribution system, or does not abut on or have access to a maintained public, right-of-way, or has a load characteristic that is not compatible with existing distribution facilities. If the building "lies along" WHESC's distribution system, it may be denied connection for the reasons described in Section 2.1.3

Extending the distribution system to connect new Customers requires a capital investment. The revenue generated by the new load may or may not offset the capital investment and on-going maintenance costs of the system expansion. If there is a shortfall between the anticipated revenue and the capital and maintenance costs, the Customer is required to make up the difference through a capital contribution. (See OEB Distribution System Code Section 3.2) Due to the uncertainty of load projections and changing market conditions, WHESC requires a deposit equal to the total estimated capital investment, to be paid prior to ordering material. Such a security deposit may be held as guarantee of the Customer's load projections. WHESC will use good utility practice to determine the distribution system expansion required to service the Customer's building based on the service requirements provided by the Customer. The final cost charged to the Customer shall be based on the actual cost incurred by WHESC. WHESC will perform an economic evaluation to determine whether the future revenue from the Customer will pay for the capital and on-going maintenance costs of the expansion project. At the discretion of WHESC, the capital costs for the expansion may include incremental costs associated with the full use of WHESC's existing spare facilities or equipment, which may result in an adverse impact to future Customers. The economic evaluation will be based on WHESC's historical Consumer energy/demand load by rate class. In performing the economic evaluation, should the Net Present Value (NPV) of the costs and revenues associated with the expansion be less than zero, a capital contribution in the amount of the shortfall is required. WHESC has the choice of either:

- (a) Collecting this shortfall from the Customer, or
- (b) Absorbing this shortfall.

Since the system expansion may benefit other Customers not included in the original load forecast, the OEB allows for a five year window during which the NPV calculation may be reviewed to account for unforecasted Customer connections and load.

New Customers connecting to the expanded facilities will be charged a proportional share of the original cost of the expanded facilities based on their load and location, and the original Customer may be entitled to a rebate. At 12 month intervals, the original Customer may request WHESC to review the NPV calculation when additional Customers have been added to determine if a rebate is payable. No rebates will be issued for additional load added after five years from the day the system was energized.

#### **2.1.2.1**

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

#### **2.1.2.2 Phased Developments**

If a development will be constructed in phases over several years, the estimated cost of servicing the first phase may reflect costs associated with the installation of equipment to accommodate the future phases. Customers must clearly identify the timing and scope of future phases with their original submittal. In the "Offer to Connect", WHESC will identify any costs associated with accommodating future phases in the servicing cost estimate.

#### **2.1.2.3 System Expansion Alternative Bid**

Where a capital contribution is required for an expansion project the Customer may obtain alternative bids for the expansion from qualified contractors. Work by others on WHESC existing circuits is not permitted. In the event the Customer chooses to use an alternative bidder to construct the expansion, the Customer must administer the contract and provide onsite supervision or contract WHESC to provide these services. WHESC reserves the right to inspect the expansion prior to connection and will be reimbursed by the Customer on a fee for service basis.

##### **2.1.2.3.1 Plans**

Customers requiring a system expansion must submit detailed plans and specifications to the Engineering Department well in advance of the anticipated project start date. At a minimum, the plans must show property lines, building outlines, roadways, curbs, sidewalks, deep services, and preferred location(s) for transformation and/or service entrance. The specifications must indicate if servicing will be overhead or underground, the required voltage, estimated kW peak by year for 5 years, and desired in-service date. Depending on location and timing, WHESC may choose to make an investment in the distribution system to enhance performance (such as oversized conductors, automated switches, etc). The incremental costs associated with the system enhancements will not be included in the estimated cost to connect the service.

#### **2.1.2.3.2 Agreement/Contract**

Customers requesting a Residential Service that is subject to a site plan or subdivision agreement, or Customers requesting a General Service that is subject to a subdivision agreement shall enter into an Agreement with WHESC.

#### **2.1.2.3.3 Costs**

WHESC may charge a Customer that chooses to pursue an alternative bid any costs incurred by WHESC associated with the expansion project, including but not limited to the following:

- Costs for additional design, engineering, or installation of facilities required to complete the project that was made in addition to the original Offer to Connect.
- Costs for inspection or approval of the work performed by the contractor hired by the Applicant.

#### **2.1.2.3.4 Rebate/Contribution**

After the warranty period outlined in the applicable Agreement has expired, WHESC will review the actual cost to provide the service and the amount of actual load that was connected during the current period since sites were energized. Using the actual costs and forecasted revenue, a NPV economic evaluation will be performed to determine whether the future revenue will pay for the capital and on-going maintenance costs of the expansion project. Based on the evaluation any revenue shortfalls will be deducted from the costs of assets presented for rebate. WHESC may then provide a contribution of assets added to their distribution system. If there are no other financial constraints (i.e. account in good standing, etc) a cheque in the amount of the contribution will be issued to the party named in the Agreement and deposits returned. During the next four years, and at 12 month intervals, the party may request WHESC to review or WHESC may review the NPV calculation if additional load has been added. No rebates will be issued for additional load added after five years from the day the system was energized. Interest will not be paid on any contributions outstanding. The capital cost of the project will be based on WHESC's basic design standard and the cost of enhancements (such as burying overhead lines or requesting a dual source of supply) must be fully paid for by the customer outside of the NPV calculation.

#### **2.1.2.3.5 Examples**

The following examples will illustrate the above mentioned definitions and procedures.

##### **i) Connection versus Expansion – Example #1**

A new commercial plaza is to be built in an area where a three phase line is already in service along the street. The plaza requires an 800 A, 347/600 V three phase service, underground distribution with the transformer located at the side of the building. WHESC prepares an Offer to Connect with a cost estimate for the three phase primary riser, underground primary cables, and a pad mount transformer. These components are considered connection assets since they will provide service to the commercial plaza only. No rebates are applicable.

## **ii) Connection versus Expansion – Example #2**

A new residential home is to be built on acreage outside the core area of the City. The existing WHESC distribution system stops 600m from the property line. The home requires a 200 A, 120/240 V single phase service, with overhead construction. The home will be built 200m back from the edge of the road. WHESC prepares an Offer to Connect with a cost estimate for the following: 600m of single phase primary overhead distribution along the roadway, 200m of single phase primary overhead distribution on private property including a drop service (transformation and up to 30m of secondary at no charge). The 600m of distribution along the roadway are considered a system expansion since additional Customers could be added if more lots develop. The 200m of distribution on private property are considered connection assets since they provide service only to this specific Customer. The NPV calculation is completed for the 600m section only. If additional Customers make use of this section within the next five years, the NPV calculation will be reviewed (see next example). (Note: Since the 200m section on private property exceeds the limit identified in Section 3.1, the Customer is required to build and maintain this section).

## **iii) Additional Customers – Example #3**

Two years after the line extension in the previous example has been in service, a nearby landowner decides to develop a property. The point of connection is at the mid-point of the expansion which was paid for by the original Customer. WHESC prepares an Offer to Connect for the new Customer which includes 25% of the actual cost to build the 600m extension (50% of the cost to build the shared portion of the line extension). After the new Customer has been connected, the original Customer requests a review to have the NPV calculation reviewed. With the additional load added and the money collected for the shared portion of the line extension, the NPV calculation reveals the original owner is entitled to an additional rebate.

### **2.1.2.4 Adjustments of Capital Contributions**

The initial energy/demand load will be based on WHESC's historical Consumer energy/demand load. Final review after five (5) years of the economic evaluation may be performed at WHESC's sole discretion. If, after the In-Service Date, the Customer's actual energy/demand load is less than 90% of the original forecast in the economic evaluation, and WHESC has opted to review the financial evaluation, the Customer and WHESC agree to:

- Adjust the economic evaluation based on the actual 12-months average monthly demand
- Recalculate the amount of capital contribution
- Readjust accordingly the expected Incremental Revenue
- The Applicant or WHESC shall reduce the difference in the capital contribution to zero by paying the balance no later than 30 days after the date of WHESC's notice of capital contribution settlement

### **2.1.2.5 Expansions/Offer to Connect**

WHESC's Offer to Connect will be a firm offer based on an estimate of the costs to construct the expansion. WHESC will provide one estimate to the Applicant for any plans submitted to WHESC for an expansion project, at no expense to the Applicant. If the Applicant submits revised plans, WHESC may provide a new firm offer for revised plans at the Applicant's expense.

### **2.1.3 Connection Denial**

WHESC reserves the right to refuse to connect, or continue to connect, a Customer for any of the following reasons as specified in the Distribution System Code:

- a) Contravention of the laws of Canada or the Province of Ontario including the Ontario Electrical Safety Code.
- b) Violation of conditions in WHESC's Distributor's Licence.
- c) Use of a distribution system line for a purpose that it does not serve and that WHESC does not intend it to serve. (e.g., using a pole to mount a sign or as a support for a fence, etc.).
- d) Materially adverse affect on the reliability or safety of the distribution system.
- e) Imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system.
- f) A material decrease in the efficiency of WHESC's distribution system.
- g) A materially adverse effect on the quality of distribution services received by an existing connection.
- h) If the person or business requesting the connection, or an associated business owes WHESC money for distribution services, including security deposit.
- i) If an electrical connection to WHESC's distribution system does not meet WHESC's design requirements.
- j) Violation of any other conditions in this Conditions of Service document.

If WHESC refuses to connect a building or facility that lies along one of its distribution lines, WHESC will inform the person requesting the connection of the reasons for not connecting, and where WHESC is able to provide a remedy, will make an offer to connect. If WHESC is unable to provide a remedy to resolve the issue, it is the responsibility of the applicant to do so before a connection may be made.

### **2.1.4 Inspections Before Connections**

All materials installed that will become part of WHESC distribution system shall meet the installation and inspection requirements as specified by the Engineering Department prior to any connection. Failure to meet these obligations may result in connection denial.

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

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

Customer owned substations must be inspected by both the Electrical Safety Authority and WHESC.

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

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

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

WHESC reserves the right to inspect any underground trenches prior to backfilling.

#### **2.1.5 Relocation or Damage of Plant**

All Customer requested plant relocations which are determined to be feasible by WHESC will be conducted according to WHESC specifications and requirements. The customer will be responsible to pay for 100% of the associated costs less the depreciated value of any salvaged materials. All damaged plant that is found to be the cause of the customer will be repaired as deemed necessary by WHESC and all associated costs will be borne by the customer.

Requests by civic authorities to relocate distribution facilities will be done so in accordance with the appropriate regulations.

#### **2.1.6 Easements**

To maintain the reliability, integrity and efficiency of the distribution system, WHESC has the right to have supply facilities on private property registered against title to the property. Easements are required whenever WHESC underground or overhead plant is to be located on private property or crosses over an adjacent private property to service a Customer other than the owner of that adjacent property. If WHESC supply facilities are to cross private property adjacent to the customer requiring servicing, the customer will be responsible for arranging the appropriate easement.

The customer will be required to provide an appropriate deposit and sign a Grant of Easement document prior to connection as required by WHESC. WHESC will retain sufficient deposits to cover all easement costs. Once the developer attains the reference plan and associated easements on WHESC behalf, and registers the easement, such deposits will be refunded, (minus a charge for WHESC solicitor to review the documents), to the customer upon satisfactory receipt of all documents by WHESC. All details will be provided by WHESC upon application for service.

#### **2.1.7 Contracts**

All new customers, including energy retailers, are required to complete and sign contracts for electricity service prior to connection. All terms and conditions on the contract apply to the customer receiving service from WHESC. The customer may be required to pay a deposit as outlined in section 2.4.3

##### **2.1.7.1 Standard Form of Contract**

All new connections to the electrical distribution system will be provided upon completion of a signed contract between the customer and WHESC and receipt of approval by the Electrical Safety Authority.



All customers will be required to complete and sign the standard form of contract to apply for the supply of an electrical energy connection. A Standard Contract for service shall be considered as being in force from the date it is signed by the Customer and WHESC and shall remain in force until terminated by either party.

#### **2.1.7.2 Implied Contract**

In all cases, notwithstanding the absence of a formal contract, the taking and using of electrical energy from WHESC by any Person or Persons constitutes the acceptance of the terms and conditions of all regulations, conditions and rates as established by WHESC. Such acceptance and use of energy shall be deemed to be the acceptance of a binding contract with WHESC and the Person so accepting shall be liable for payment for such energy and the contract shall be binding upon the Person's heirs, administrators, executors, successors or assigns.

#### **2.1.7.3 Special Contracts**

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

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

### **2.2 DISCONNECTION**

WHESC has the right and/or obligation to disconnect the supply of electrical energy to a Customer for causes not limited to:

- Overdue amounts payable to WHESC, the Retailer or Wholesaler (provided WHESC provides the Customer with reasonable notice of the proposed shut off of electricity) *as per the guideline for Application of Rates.*
- Hazardous conditions.
- Electrical disturbances propagation caused by Customer equipment that is not corrected in a timely fashion.
- Energy diversion, fraud or abuse on the part of the Customer.
- Contravention of the laws of Canada or the Province of Ontario.
- Adverse affect on the reliability and safety of the distribution system.
- Inability of WHESC to perform planned inspections and maintenance.
- The Customer failing to provide a security deposit as required in this Conditions of Service document.
- 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.

## **2.2.1 Disconnection Notification**

### **2.2.1.1 Process**

Will attempt to contact Customer prior to disconnection. However, this may not be practical and in such cases we will disconnect without prior notice.

### **2.2.1.2 Hazardous Conditions**

Notification for hazardous conditions will be done in conjunction with the Electrical Safety Authority. The ESA will notify a customer in writing what hazardous condition exists and will give the customer a time allowance to complete the necessary modifications. Failure to meet these requirements will result in the ESA ordering WHESC to disconnect the service. If a hazard exists that is deemed by WHESC to require immediate disconnection, WHESC will do so, and may without any notification to the customer, depending on the circumstances.

### **2.2.1.3 Electrical Disturbance**

WHESC will notify a customer verbally and/or in writing if an electrical disturbance exists and, depending on the severity of the disturbance, will give the customer a time allowance to make the necessary modifications. Failure to meet WHESC requirements will result in disconnection of service.

### **2.2.1.4 Energy Diversion**

Any suspicions or findings of energy diversion will be reported immediately to a WHESC supervisor. Upon investigation, if theft of power is found, the Niagara Regional Police (NRP) will be called to the customer location. WHESC staff members and the police will investigate and document the findings. If disconnection is required, it will be done so immediately. Inspection will be required before reconnection. It shall be the responsibility of the Customer requiring the reconnection to arrange for the inspection and the payment of fees. If disconnection is not required, the appropriate resolution between the customer and WHESC will take place. If a dispute investigation is required, Measurement Canada will be contacted to conduct an investigation. If payment is not made for the billed energy consumed WHESC may disconnect for non-payment of the outstanding bill.

### **2.2.1.5 Reconnection After Six Months**

Where a service has been disconnected by WHESC for non-payment of rates or due to a change of occupancy of the premises, for a period of six months or longer. Rule 2-012 of the Ontario Electrical Safety Code requires a re-inspection by the Electrical Authority. It shall be the responsibility of the party requiring the reconnection to arrange for the inspection and the payment of fees.

## **2.3 CONVEYANCE OF ELECTRICITY**

### **2.3.1 Guarantee of Supply**

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

Customers requiring a higher degree of security than that of normal supply, are responsible to provide their own back-up or standby facilities.

WHESC will endeavor to maintain voltage variation limits, under normal operating conditions, at the Customers' Delivery Points, as specified by the latest edition of the Canadian Standards Association, C235.

Customers require special protective equipment on their premises to minimize the effect of momentary power interruptions on their equipment that is sensitive to voltage surges.

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

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

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

Customers requiring planned interruptions for maintenance or service upgrades shall give WHESC sufficient notice to make the appropriate arrangements. WHESC will at the Customers expense provide switching operations for planned interruptions. In all cases it will be the Customers responsibility to contact the Electrical Safety Authority to apply for an inspection permit. WHESC will not reconnect any service without the permission of the ESA.

### **2.3.2 Power Quality**

In response to a Customer power quality concern, where the utilization of electric power affects the performance of electrical equipment, WHESC will perform investigative analysis to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and/or use of diagnostic measurement tools.

Upon determination of the cause resulting in the power quality concern, where it is deemed a system delivery issue and where industry standards are not met, WHESC will recommend and/or take appropriate mitigation measures. WHESC will endeavor to control harmonics generated by its own system where these are found to be detrimental to the Customers. If WHESC is unable to

correct the problem due to the impact on other Customers, then it is not obligated to make the corrections. The Distributor will use appropriate industry standards (such as IEC or IEEE standards) as a guideline. If the problem lies on the Customer side of the system, WHESC may seek reimbursement for the time spent in investigating the problem.

### **2.3.3 Electrical Disturbances**

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

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

Customers must ensure that their equipment does not cause any disturbances such as harmonics and spikes that might interfere with the operation of adjacent Customer equipment. Examples of equipment that may cause disturbance include large motors, welders and variable speed drives. In planning the installation of such equipment, the Customer must consult with WHESC.

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

WHESC will assist in attempting to resolve any such difficulties at the Customer's expense.

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

### **2.3.4 Standard Voltage Offerings**

Depending on the type of distribution plant that a building "lies along", the preferred secondary voltage will be at 120/240V, single phase, 120/208V or 347/600V poly-phase.

The Supply Voltage and type of distribution system, Overhead or Underground, governs the limit of supply capacity for any Customer. General guidelines for supply of overhead services from overhead street circuits are as follows:

#### **Secondary Voltages**

- i) at 120/240V, single phase
- ii) at 120/208V or 347/600V, three phase, four wire

#### **Primary Voltages**

- i) at 16000/27600V three phase, four wire
- ii) at 2400/4160V three phase, four wire

These are the standard voltages available from WHESC. However, system expansions or enhancements may be required due to the geographical location of the service and their effect

upon the existing system load conditions. WHESC does operate a 2400/4160 volt system; however, in general this system is fully loaded. All new services are required to be serviced from the 16000/27600 volt system. WHESC may use its discretion to determine if there are to be exceptions (i.e. load will not significantly affect the 2400/4160 volt system).

### **2.3.5 Voltage Guidelines**

WHESC maintains service voltage at the Customer's service entrance within the guidelines of C.S.A. Standard Can3-C235-87 (latest edition) which allows variations from nominal voltage of,

6% for Normal Operating Conditions  
8% for Extreme Operating Conditions

Where voltages lie outside the indicated limits for Normal Operating Conditions but within the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on a planned and programmed basis, but not necessarily on an emergency basis. Where voltages lie outside the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on an emergency basis. The urgency for such action will depend on many factors such as the location and nature of load or circuit involved the extent to which limits are exceeded with respect to voltage levels and duration, etc.

Customers requiring different voltages than those available in their area will be required to provide their own step down or step up transformation equipment. In general, only one service will be permitted per Customer at one voltage, i.e., the Customer must supply their own transformation if other voltages higher or lower than the service voltage are required for any portion of their operation. Under normal circumstances, only a single service through a single point of entry will be provided for each land parcel. If a Customer has more than one building on a single land parcel, it will be the Customer's responsibility to sub-feed the additional building(s) from the single point of supply. Exceptions may be made for commercial and industrial properties with multiple, separate buildings with different supply requirements. Customers must make application to the Engineering Department to determine if more than one service to a property will be permitted. Where more than one metered service connection is provided to a single land parcel in order to provide different supply requirements to separate buildings, and there is no electrical tie between the service connections, each connection will be treated as a separate customer for billing purposes. Where multiple feeds have been provided to a single land parcel because of limitations in WHESC's supply capacity, or where multiple feeds have been provided for security purposes and there is an electrical connection between the feeds, all of the metered connections will be aggregated together and treated as one customer for billing purposes. Existing customers who have different supply or billing arrangements may be permitted to maintain their existing arrangement until a material change is required in one or more of the service connections, or WHESC system, or as required by regulation or applicable Legislation.

### **2.3.6 Back-Up Generators**

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

### 2.3.7 Metering

For all installations requiring metering the customer shall meet all of WHESC requirements as specified by the Metering Department prior to connection of service.

#### 2.3.7.1 General

WHESC will provide the following types of meters at no cost.

Residential:

200 A, 240V, kWh, 4 Jaw Socket  
10 A, 240V, kWh, 4 Jaw Socket  
200 A, 120V, kWh, 5 Jaw Socket – Single and Multi-unit Residential

Non-Residential:

200 A, 240V, kWh, 4 Jaw Socket  
10 A, 240V, kWh, 4 Jaw Socket  
200 A, 120V, kWh, 5 Jaw Socket  
200 A, 120V, kW, kWh, 7 Jaw Socket  
200 A, 347V, kW, KVA, kWh, 7 Jaw Socket  
10 A, 120V, kW, KVA, kWh, P-Base or Socket

For all transformer rated installations up to 1500 Amps, 347/600 Volts, WHESC will supply and install the required instrument transformers and associated wiring.

Required Units of Measurement by Customer Class:

Residential: kWh

Non-Residential:	Up to 50 kW demand	- kWh
	50 to 500 kW	- kW, kVA, kWh
	Above 500 kW	- kW, kVA, kWh, or kW, kVAR, kWh, kVARh

Generally, metering will be at utilization voltage. Where WHESC provides primary transformation, primary voltage metering will be allowed only in special circumstances following full discussion with WHESC. However, primary transformation supplied and owned by the Customer must be primary metered. In cases where secondary metering would be normally supplied and the customers requests primary metering, WHESC will review the request. The customer will be required to pay additional costs for the supply of a primary metering installation.

The meter shall be located as near as possible to the service entrance box.

The meters shall be grouped where practicable and be accessible from a public area. Either a dual locking arrangement or a key box arrangement will be required on the access door. In any case, a copy of the metering layout plan shall be forwarded to WHESC for review.

The location of the indoor or outdoor meter shall be readily accessible at all times and acceptable to WHESC. The inside meter shall not be in a bathroom, stairway, behind an oil tank, directly under a water or steam pipe or within 460 mm (18 in.) of water, gas, or steam pipes. A space of

910 mm (36 in.) clear of all obstructions shall be provided in front of the meter and service panel. If a meter is required to be recessed or enclosed after installation, prior approval shall be obtained from WHESC.

When a disconnect device has been locked in the "OFF" position by WHESC, under no circumstances shall anyone remove the lock and energize it without first receiving approval from WHESC.

Where aluminum conductors are used, service entrance equipment must have CSA approval for aluminum conductors.

All disconnect switches and circuit's breakers on the line side of WHESC metering shall have provisions for padlocking. This includes feeder breakers supply dry-core transformers which in turn feed meter centers.

Regardless of any charges for metering installations, all metering equipment shall remain the property of WHESC and maintenance of this equipment shall be WHESC responsibility, unless otherwise indicated in writing.

#### **2.3.7.2 Current Transformer Boxes**

Where a current transformer box is required, it shall be CSA approved, painted or galvanized, made of No. 16 gauge sheet metal and include a provision for sealing. A removable plate shall be provided in the box for mounting the equipment.

As an alternative to a separate CT box and meter, a single enclosure combining both functions may be feasible. Contact WHESC for details.

Where current transformers are to be installed in the secondary bus of metal clad switchgear, shop drawings must be submitted to WHESC to ensure that the CT's will fit. In cases where the CT's only meter a portion of the metal clad switchgear, a separate disconnect switch must be installed ahead of the metering compartment so that the service can be de-energized without any interruption to the main service supply.

Where a current transformer box is required, its size will depend on the size of the service conductors to be used and the number of instrument transformers being utilized.

#### **2.3.7.3 Interval Metering**

WHESC meters some Customers using pulse-recording meters, which are interrogated remotely. For all existing general service Customers with loads exceeding 1000 kW, for all new general service Customers with load projections exceeding 500 kW, or as required by OEB or Provincial Legislation, and any Customer requiring pulses for Spot Market Price Pass-through, the Customer shall provide the following facilities:

A 13 mm (1/2 in.) conduit from the telephone entrance equipment and a 1 ML direct dial voice quality telephone line supplied by the Customer which is active 24 hours a day to the metering location extension jack which is mounted on the metering board. This phone line must be installed and functioning prior to the new service being energized. A radio frequency may be used rather than a phone line at the discretion of WHESC.

For any customers below the 500 kW demand threshold who request Interval Type Metering, a metering upgrade will be made available. The customer will be required to pay to WHESC an additional monthly charge for such service, unless OEB directs otherwise.

#### **2.3.7.4 Meter Reading**

WHESC or its agents shall have the right to read any of WHESC electricity meters on the Customer's premises.

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

#### **2.3.7.5 Final Meter Reading**

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

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

#### **2.3.7.6 Faulty Registration of Meters**

Metering electricity usage for the purpose of billing is governed by the Federal Electricity and Gas Inspection Act and associated regulations, under the jurisdiction of Measurement Canada, Industry Canada. WHESC 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, WHESC 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 WHESC, due regard being given to any change in the character of the installation and/or the demand.

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

#### **2.3.7.7 Meter Dispute Testing**

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

The Customer may request the service of Measurement Canada to resolve a dispute. If the Customer initiates the dispute, WHESC will charge the Customer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favour of WHESC. WHESC may request Measurement Canada to perform a meter dispute test.



## **2.4. TARIFF AND CHARGES**

### **2.4.1 Service Connection**

Charges for Service Connections are set out in WHESC's approved rates, (Miscellaneous Rates and Charges) and may be obtained by request from WHESC. Notice of rate revisions may be published in the local newspapers and or mailed out to all customers with the first billing issued at revised rates.

### **2.4.2 Energy Supply**

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

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

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

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

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

### **2.4.3 Deposits**

WHESC is regulated by the Ontario Energy Board (OEB) by the powers granted to them by the Ontario Provincial Government through the enactment of Bill 35 1998; The Energy Competition Act, Schedule A; the Electricity Act and Schedule B; the Ontario Energy Board Act 1998 (the Acts).

The Acts provides WHESC with guidelines to carry out the administration of their utility company. WHESC is provided authority to establish Credit, Collection and Disconnection policies through the guidelines established by the Retail Settlement Code, the Standard Supply Service Code, and the Distribution Rate Handbook. WHESC has the right to protect against non-payment of bills from all customer classes in its service area by the use of security deposits.

With the enactment of Bill 35, the Energy Competition Act, local Municipal Electric Utilities (MEUs) were required to incorporate under the Ontario Business Corporation Act (OBCA). Under the laws of the Municipal Act and the Utility Power Corporation Act, the MEUs had the ability to collect any outstanding arrears by placing a lien on the owner's property. Once the Utility incorporated as an OBCA corporation, it no longer had the powers to tax role a customer's utility bill. This guideline provides a means of security from non-paying customers with the primary objective of reducing the number and amount of potential annual write-offs a utility may experience due to poor customer payment practices.

Security deposits will be required from all new customers, with no distinction or preference between Classes of customers as well as Standard Supply Service (SSS) customers or Retailer supplied customers i.e., Residential; owners and tenants, General Service Customers; <50kW & >50Kw and Large Industrial Customers; 5000Kw. The amount of the Security Deposit for each class will be discussed.

### **General Service and Large Industrial Customer's Deposits**

All new general service and large industrial customers, requesting an electrical service to be established will be required to pay a Security Deposit prior to the service connection or must have a written agreement to pay within an agreed time period arranged with the Customer Service Supervisor. Failure to pay by the agreed date will result in the service being disconnected.

All new general service and large industrial customers will be required to provide the utility with a security deposit of:

Monthly customers: 2.5x the average bill in a billing period based on the most recent 12 month period

Bi-Monthly customers: 1.75x the average bill in a billing period based on the most recent 12 month period

### **New Residential Customers – Owners & Tenants**

All new residential customers requesting a new service to be established will be required to pay a Security Deposit prior to the service connection or must have a written agreement to pay within an agreed time period arranged with the Customer Service Supervisor. Failure to pay by the agreed date will result in the service being disconnected.

All new residential customers will be required to provide the utility with a security deposit of;

Monthly customers: 2.5x the average bill in a billing period based on the most recent 12 month period

Bi-Monthly customers: 1.75x the average bill in a billing period based on the most recent 12 month period

A customer arranging a new service in a location with previous history will have their security deposit estimated based on previous location history.

### **Types of Security Deposits**

- i) Residential Deposits: Cash, Current Dated Cheque, Certified Cheque, or Interac (where Available).
- ii) Non-Residential Consumers: Cash, cheque, an automatically renewing irrevocable Letter of Credit from a Chartered Bank, Trust Company or Credit Union as defined in the Bank Act 1991, C.46, in a form acceptable to WHESC, valid for a minimum good payment history period, as per Security Deposit Exemptions section below.

### **Security Deposit Exemptions**

The following exceptions may apply at the discretion of WHESC when determining a security deposit for the residential customers i.e. Security Deposit may be waived under the following provisions:

- i) Residential Customer - continuous good payment history for 1 year.
- ii) Non-Residential customer < 50 KW – good payment history for 5 years.
- iii) Non-Residential customer > 50 KW – good payment history for 7 years.
- iv) Letter of reference from other electrical or gas utilities in Ontario with confirmation that the customer has met the customer criteria as stated in this section. The payment history must have occurred in the past 24 months in order to qualify for an exception.
- v) A customer, other than in a >5,000 KW demand rate class, provides a satisfactory credit check at the customer's expense.
- vi) A customer with a 'Good Payment History' is defined as a customer with (for defined periods):
  - one or less cheque returned for insufficient funds
  - one or less disconnection notice
  - one or less pre-authorized payment returned to the distributor
- vii) 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:

<b>Credit Rating</b> (using Standard & Poor's Rating Terminology)	<b>Allowable Reduction in Security Deposit</b>
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%

The customer must maintain a satisfactory payment history with WHESC. Failure to maintain a satisfactory payment history will result in an immediate security review.

### **Collection of Security Deposit**

Security deposits are required to be paid in full when the customer is making application for service or prior to connection or provision of service i.e., before the service is turned on. The corporation, at its discretion, may extend special payment arrangements to those customers unable to make full payment of the deposit. The maximum time period for payment of a deposit is 4 months.

### **Review of Security Deposit**

Security Deposits will be reviewed annually and after, if necessary, the deposit amount may be adjusted upon the occurrence of any of the following:

- Lack of maintenance of a good payment history
- Anniversary of service installation

- A significant consumption change. Historical consumption used is inconsistent with new consumption pattern which has been established.

### **Refund of Deposit**

- i) A refund of the customer's security deposit may be permitted if the customer retains a 'Good Payment History' record. Refunds will only be made available at the request of the customer and not by the initiation of the Corporation.
- ii) A customer loses 'Good Payment History' status by committing any of the violations outlined under the Security Deposit Exemptions section.
- iii) After the yearly review, all deposits eligible for refund or reduction shall be applied to the customer's account.
- iv) If the maximum amount of the deposit is to be adjusted upward, the distributor may require the customer to pay this additional amount at the same time as that customer's next regular bill comes due.

### **Delinquent Accounts**

If a customer's deposit is waived due to the provisions under the Security Deposit Exemptions section or a current customer in good standing is in violation of a good payment history, the Corporation reserves the right to require a security deposit from the customer as if the customer was a new customer.

### **Interest on Security Deposit:**

Interest shall accrue monthly at the Prime Business Rate as published on the Bank of Canada website less 2 percent, updated quarterly and commencing on the receipt of the total deposit.

Interest shall be paid at least every 12 months or upon closure of the account or when a deposit is refunded to an account, whichever comes first.

Interest payments shall be a credit to the account.

### **2.4.4 Billing**

WHESC will render bills to all its customers on a monthly and bi-monthly basis for all applicable services. Bills for electrical energy consumption may be based on either a metered or estimated consumption, as determined by WHESC. When an actual meter reading cannot be obtained from the meter for 3 scheduled reads, the estimated billable consumption will be inflated to obtain the customers awareness of the repeated estimations. WHESC requires a minimum of 1 actual meter reading by WHESC personnel in each calendar year. If an actual metering reading cannot be obtained, the electrical service will be subject to disconnection pending arrangements to allow a reading by WHESC personnel.

Bills are payable in full by the due date, otherwise an interest charge will apply on all amounts outstanding after the due date. Where the Customer has made a partial payment on or before the due date, interest charges will apply to any outstanding amount left owing after the due date. Interest is calculated on all charges including arrears and is calculated daily. Outstanding bills

are subject to the collection process and services may be disconnected. Service will be restored once satisfactory payment has been made. Disconnection of service does not relieve the customer of the liability for arrears. WHESC shall not be liable for any damages 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.

Prorating of Service and Demand charges will be performed at the discretion of the WHESC.

### **Billing Errors**

Billing errors will be resolved as per Section 7.7 of the Retail Settlement code.

- i) Billing errors that have resulted in the over billing of a customer account or Retailer account will be credited to the customer in the amount erroneously billed the customer by the distributor for a period of six years.
- ii) Billing errors that have resulted in under billing of a customer account, the distributor will charge the customer the amount that was not previously billed for a period not exceeding:
  - a) Two years, in the case of an individual residential customer who is not responsible for the error.
  - b) For non-residential consumers or for instances of willful damage, the relevant time period is the duration of the defect.
  - c) Where a retailer is involved, the retailer will be credited or charged as per (i) or (ii) above.
- (iii) The entity billing a consumer, whether WHESC or a retailer, is responsible for advising the consumer of any meter error and its magnitude and its obligation to inform the customer of the assistance provided by Measurement Canada in a dispute investigation. The billing entity is also required to inform the consumer of its obligations under the Federal Electricity and Gas Inspection Act (Canada) where a dispute between the customer and the entity exist over the condition or registration of a meter installation is in question.

### **Final Bills:**

- i) Forwarding Address
  - The Security Deposit will be applied to reduce the Final Bill within 6 weeks of the closure of the account.
  - If the Security Deposit for the current account is not sufficient to pay the entire final bill amount and the customer is moving into a forwarding address located within the Utility's service area, the balance will be transferred to the new account.
  - If the forwarding address is within the Utility's service area and the customer is moving into the new forwarding address location, the customer will be provided the option to transfer the balance to the new account or use the Security Deposit to pay the bill and the new Security Deposit will be calculated accordingly.

ii) No Forwarding Address

- The security deposit will be applied to reduce the Final Bill within 6 weeks of the closure of the account.
- If the security deposit is not sufficient to pay the entire final bill amount and the customer moves out of the utility's service area and is no longer a WHESC customer, utility staff will make an attempt to locate forwarding address. If no results, it will be referred to collection agency.

## **2.4.5 PAYMENTS AND SERVICE CHARGES**

### **Payment of Bills**

The customer must make payment of any outstanding accounts to the Corporation on the due date as identified on the bill. Bills are due on date of mailing or hand delivery of the bill. No interest will be charged until after the due date printed on the bill.

Where a payment is paid by mail, the payment will be deemed to be made on the date received by the utility. Where a payment is made at a financial institution acceptable to the Corporation, the payment will be deemed to be made when stamped/acknowledged by the financial institution. A partial payment will be applied to any outstanding arrears before being applied to the current billing.

### **Account Set-up Charge**

Customers are subject to an Account set-up charge as approved by the OEB. Seniors 65 and older are exempt from this charge.

### **Late Payment Charge**

Late payment charges will apply to any arrears paid after the due date of the bill. Late payment charges will be charged at an interest rate as determined by section 9.3.3 (iii) of the Electricity Distribution Rate Handbook. WHESC charges a common commercial interest rate of 1.5% per month on all outstanding balances as approved by the OEB.

### **Collection Charge**

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

### **Reminder/Disconnect Notices**

Reminder Notices will be issued 5 (five calendar) days after the due date, unless payment has been received or mutually agreed arrangements have been made. Disconnect/Settlement Notice will be issued 7 (seven) calendar days after the Reminder Notice unless payment is received or mutually agreed arrangements have been made. The Disconnect/Settlement Notice will allow seven days for payment prior to customer disconnection due to non-payment.

### **Reconnection of Electrical Service**

Disconnection of the service will be the last resort and only takes place after all the notices have been issued. Should the account be disconnected reconnection collection charges will be applied

to the account and full payment must be received in the WHESC's office before reconnection is made to the service. If the customer requests the service to be connected after normal hours of work, full payment must be made by 11:00 AM the following day. Overtime charges will be applied for all reconnections of services after hours.

### **Load Limiters**

Load limiters may be used as alternatives to disconnecting the customer's service from the Distribution gird. Load limiters may be used specifically during the winter months. The intent for the use of load limiters is that it may encourage the customer to pay the utility bill while maintaining supply of current to operate a furnace for heating the home. Load Limiters are considered to be disconnection of service and all appropriate disconnection fees apply.

### **Returned Cheques**

Any cheque payments rejected (NSF) by the bank, for whatever reasons, should be acted upon immediately by the Customer. The payment will be reversed on the customer's account and an appropriate returned cheque fee charged. The Customer Service Representative will follow steps as outlined in section 12 of this guideline to notify the customer and collect the outstanding amount. WHESC will only accept cash, certified cheques or money orders for payment of bills originally paid with NSF Cheques. The approved NSF fee will be charged to the Customer's account.

### **Temporary Electricity Services**

Temporary electricity services, including community decorative lighting may be provided at regular residential or general service rates as applicable. The utility may prorate the account, based on the number of days the service was in use. The customer will be requested to pay for any additional cost of erecting and removing any additional equipment required and a rental charge applied for transformation equipment supplied for the service.

## **2.5 MISCELLANEOUS CHARGES**

WHESC may charge a regulated rate to the customer for services such as, but not limited to:

Connection of Service	Disconnect/Reconnect of Service
Special Meter Readings	Station Isolation
Meter Dispute Testing	Underground Locates
Historical Billing Information	Power Quality Analysis
Credit History Information	NSF Cheques
Account Status and Bylaw Information	Late Payment Charges
Energy Use Audits	Customer Related Trouble Calls
Upgraded Meter Facilities	Records Search

And for all other services provided by WHESC as outlined in the Retail Settlement Code, the Distribution System Code and the Standard Supply Service Code. And as authorized by applicable Legislation.

## **SECTION 3**

### **CUSTOMER SPECIFIC**

All customers are to be classified according to the policies and guidelines of the Ontario Energy Board. The specific application of these policies and guidelines within the WHESC service territory are outlined in this section.

To ensure fairness and uniform application of rates, it is necessary to confirm that all customers continue to be properly classified. To ensure that, WHESC will conduct a periodic review of its customer base to determine changes to customer specific rate classifications. WHESC will conduct a review for all customers based on the customer's consumption during a predefined annual 12-month consumption period. The annual 12-month consumption period will normally be deemed to be between the customer's first meter reading date occurring in December/January of each year through to the end meter reading date in December/January of the next year, unless otherwise specified. Normally, a customer rate reclassification review will occur in March of each year with the first change being made after May 1st of the new billing year. Interim reviews of a customer's rate classification can be made at any time at either WHESC's discretion or upon request by the customer. An interim review would be based on the immediately proceeding months, up to but no greater than a 12-month period. If an annual or interim review requires a customer to be moved into a different rate class, WHESC will notify the customer of the rate reclassification a minimum of one bill period before the reclassification is being made. Rate reclassifications apply only to future charges; neither WHESC nor the customer can charge or recover monies for payments made during the 12-month period preceding a review and rate reclassification.

#### **3.1 RESIDENTIAL**

This section refers to the supply of electrical energy to residential Customers residing in detached or semi-detached dwelling units, or as defined in the local zoning by-law and by Ontario Energy Board applicable codes.

##### **3.1.1 General**

Energy is supplied single phase, 3-wire, 60-Hertz, having a nominal voltage of 120/240 Volts, up to maximum 100 amps per dwelling unit.

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

WHESC will maintain services installed by WHESC or an approved contractor, using approved materials, unless specifically documented otherwise to the Customer. Where surface restoration by WHESC is required following any repairs or maintenance to a service, WHESC will provide only soil, sod, gravel or asphalt.

WHESC may at its discretion dictate whether a new development is to be an underground system or an overhead system. The decision may be based on the prevailing systems in the immediate area, as well as direction given by local bylaws. Technical considerations may also enter into the process.



### **3.1.2 Early Consultation**

The Customer shall supply the following to WHESC well in advance of installation commencement:

- (a) Required in-service date
- (b) Requested Service Entrance Capacity and voltage rating of the service entrance equipment
- (c) Locations of other services, gas, telephone , water and cable TV
- (d) Details respecting heating equipment, air-conditioners and any appliances which demand a high consumption of electrical energy
- (e) Survey plan and site plan indicating the proposed location of the service entrance equipment with respect to public rights-of-way and lot lines

### **3.1.3 Delivery Point**

WHESC will designate a Delivery Point. This supply point might be located on an adjacent property. In all cases the final delivery point will be the decision of WHESC.

The Customer must obtain a Service Location Permit from WHESC before proceeding with the installation of any service. Failure to do so may result in the Delivery Point having to be relocated at the Customer's expense.

#### **3.1.3.1 Demarcation Point**

##### **Operational Demarcation Point**

This is the point at which WHESC operational responsibilities end. For all residential installations the demarcation point will be WHESC electricity meter.

##### **Ownership Demarcation Point**

This is the point at which WHESC ownership of distribution equipment ends. For all single and multiple dwelling services, freehold type property, the point of demarcation will be the attachment or termination point of WHESC wires. For all services, on private property, condominium type, the demarcation point will be WHESC delivery point, for example the transformers secondary terminals in an underground installation.

### **3.1.4 Access**

Service locations requiring access from adjacent properties (mutual drives, narrow side setback, etc.) will require the completion of an easement from the property owner(s) involved at their cost.

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

### **3.1.5 Metering**

The owner will supply and install a meter socket acceptable to WHESC. Meter sockets will be directly accessible to WHESC staff and;

Mounted on the exterior of the building within 1 meter of the front of the building and 1.7 meters from the finished grade to the center of the meter and;

Installed ahead of (on the line side of) the main disconnect switch.

### **3.1.6 Inspection**

Prior to energization of the service WHESC requires notification from The Electrical Safety Authority that the electrical installation within a building has been inspected and approved by the Electrical Safety Authority.

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

All services are generally installed by WHESC, or by a WHESC approved Contractor. The Customer will install only trenching and ducting as per the attached "APPENDIX A" – "Requirements for Service Connection" documents. All work done by the Customer shall be as specified by WHESC and subject to inspection by WHESC.

## **3.2 GENERAL SERVICE**

### **3.2.1 General**

This section refers to the supply of electrical energy to Commercial buildings.

Commercial buildings are defined as buildings, which are used for purposes other than resident dwellings.

WHESC may at its discretion dictate whether a new development is to be an underground system or an overhead system. The decision may be based on the prevailing systems in the immediate area, as well as direction given by local bylaws, which may exist. Technical considerations may also enter into the process (i.e. transformer size limitations).

### **3.2.2 Early Consultation**

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

The Owner shall submit to WHESC the following information:

- (a) required in-service date
- (b) voltage requirements
- (c) estimated initial Maximum Demand

- (d) estimated future Maximum Demand
- (e) specific listing of the type of loads for lighting, motor, heating, air conditioning or other
- (f) number of suites and the areas of each
- (g) grading plan and site plan, to scale, showing the apartment or office building in relation to existing or proposed property lines, and other buildings or structures such as parking garages and loading ramps. The plans shall include vertical and horizontal views of the proposed incoming duct bank from the Point of Entry to the Delivery Point.
- (h) plan, to scale, of the area in which the transformer vault is to be located, showing all details of the vault
- (i) plan, to scale, showing the electrical room and provision for the metering equipment

### **3.2.3 Delivery Point**

WHESC will designate a Delivery Point. This supply point might be located on an adjacent property from which WHESC has an authorized easement. In all cases the final delivery point will be the decision of WHESC.

The Customer must obtain a Service Location Permit from WHESC before proceeding with the installation of any service. Failure to do so may result in the Delivery Point having to be relocated at the Customer's expense.

#### **3.2.3.1 Demarcation Point**

##### **Operational Demarcation Point**

This is the point at which WHESC operational responsibilities end. For all non-residential installations with WHESC supplied transformation, the demarcation point will be the Customer's main switch. For all services with customer owned transformation, the demarcation point will be at the customers High Voltage Disconnect Switch.

##### **Ownership Demarcation Point:**

This is the point at which WHESC ownership of distribution equipment ends. For all non-residential installations with WHESC supplied transformation, the demarcation point will be the delivery point, that normally being the connection at WHESC transformer secondary terminals. For all installations with customer owned transformation, the demarcation point will be the customer delivery point, that normally being the main connection point to WHESC sub transmission or distribution system.

WHESC may at its discretion specify the design criteria which customer owned equipment must satisfy or WHESC may provide additional protection to the distribution or sub transmission system by installing an isolating device, such as fuses, at the delivery point.

#### **3.2.4 Supply Voltage**

- (a) A Commercial building is supplied at one service voltage per land parcel unless WHESC approves otherwise.
- (b) Supply voltages and capacities shall be as stated in section 2.3.4.
- (c) The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by WHESC. The Owner shall obtain prior approval from WHESC for the use of any specific voltages at any specific location.

#### **3.2.5 Underground Service**

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

#### **3.2.6 Location of Transformers**

The transformers are normally located on the Owner's transformer pad.

Note: For very small office or apartment buildings WHESC may, at its discretion (see 3.2.1), permit the use of pad mounted or pole mounted transformers, provided the Owners' Main Service Entrance does not exceed 600 Amperes.

#### **3.2.7 Supply of Equipment**

##### **3.2.7.1 WHESC shall own, and maintain**

- (a) primary cable, switches, arresters and fuses, and transformation equipment, up to and including the secondary bushings, to a maximum of 1500 kVA per site.
- (b) meter and secondary metering transformers

Customer will be responsible for 100% of the installation costs associated with (a) and (b).

**Note:** Maintenance or replacement of all underground looped cables which form part of the Distribution plant circuits shall be performed by WHESC.

Following maintenance, surface restoration by WHESC will include only soil, sod, gravel or asphalt. Where damage can be shown to be the Owner's liability, maintenance and repairs are at the Owner's expense.

##### **3.2.7.2 The Customer shall supply, install, own and maintain**

- (a) Transformer pad and associated equipment.
- (b) Concrete-encased cable duct bank from the point of entry to the vault designed by the Owner to WHESC specifications.

- (c) Where WHESC has determined that cables may not be readily pulled through the duct bank, the Owner shall also design, supply, install and maintain a pulling manhole, vault, or pit on the property to WHESC specifications. Where WHESC distribution system is underground the Owner shall be responsible for the cost of supply and installation of ducts to WHESC specifications at locations where driveways cross the distribution system.
- (d) Dry-type transformers for special utilization voltages.

Note: The customer will maintain ownership of the transformer pad and associated equipment and the secondary duct system and associated secondary wire.

### **3.2.8 Short Circuit Capacity**

The Owner shall ensure that his service entrance equipment has an adequate short-circuit interrupting capability. WHESC will advise, on request, the maximum available short-circuit symmetrical in-rush Amperes at any specific location.

### **3.2.9 Access**

Service locations requiring access from adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement or a "Letter of Permission" from the property owner(s) involved.

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

### **3.2.10 Metering**

Where individual metering is used, the service boxes must be identified with unit numbers clearly painted on the box in figures two inches high. Units shall be numbered and a floor plan shall be mounted in a suitable manner in each meter room, indicating the area to which each service box supplies power. The service will not be connected unless the numbers on the service box and those on the stores or units correspond and the plan is posted. The Owner shall inform WHESC if there are changes made in the unit numbers.

#### **3.2.10.1 Single Phase, Three Wire – 120/240 Volts**

Services up to and including 200A require a 4-jaw King Size meter socket base installed on the load side of the disconnect switch supplying each individual service.

Services over 200A require a current transformer box installed on the load side of the disconnect switch or an approved outdoor transformer rated service box.

Where load changes are unlikely, gang meters may be allowed before a main switch at the discretion of WHESC. The total of the ratings of the over current devices (maximum allowable) must not exceed the rating of the incoming supply conductors. This gang meter base is not to be rated more than 400A at 120/240V.

#### **3.2.10.2        120y/208v, Three Phase, 4 Wire**

Services up to and including 200A require a 7-jaw meter socket base. For services of 120Y/208V, two phases and neutral, a 5-jaw meter socket base is required.

Services over 200A require a current transformer box installed on the load side of the disconnect switch supplying each individual service.

#### **3.2.10.3        347y/600v, Three Phase, 4 Wire**

Services up to and including 200A require a 7-jaw meter socket base installed on the load side of the disconnect switch supplying each individual service.

Services over 200A require a current transformer box installed on the load side of the disconnect switch supplying each individual service.

The Distributor will not supply 3 wire services (2 phases and neutral) or 2 wire services (1 phase and neutral) from the 347Y/600V, three phase, 4 wire system.

### **3.3        UNMETERED CONNECTIONS**

Unmetered connections are permitted with the approval of WHESC Engineering Department. Flat Rate connections may include but are not limited to Traffic Lights, Streetlights, Bus Shelters and Signs, etc. Energy consumption is determined by information provided by the customer and/or load measurement taken by WHESC following connection of the flat rate service. Flat rate services must be installed such that temporary connections cannot be made (i.e. – receptacles are not permissible).

#### **3.3.1    Street Lighting:**

The Street Lighting system is owned by the City of Welland.

## SECTION 4

### GLOSSARY OF TERMS

“Conditions of Service” means the document developed by a distributor in accordance with Subsection 2.3 of this Code that describes the operating practices and connection rules for the distributor;

“connection” means the process of installing and activating connection assets in order to distribute electricity to a customer;

“consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate;

“customer” means a person that has contracted for or intends to contract for connection of electrical service. This includes developers of residential or commercial sub-divisions;

“disconnection” means a deactivation of connection assets that result in cessation of distribution services to a consumer;

“distribute”, with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less;

“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;

“distributor” means a person who owns or operates a distribution system;

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

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

“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;

“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;

“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;

“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 judgement 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;

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

“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);

“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;

“Ownership demarcation point” means the physical location at which a distributor’s ownership of distribution equipment including connection assets ends at the customer;

“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 customers and provides for tracking and facilitating customer transfers among competitive retailers;

“unmetered loads” means electricity consumption that is not metered and is billed based on estimated usage.



## SECTION 5

### APPENDIX "A"

#### WELLAND HYDRO-ELECTRIC SYSTEM CORP.

#### "REQUIREMENTS FOR SERVICE CONNECTION"

Notice to all New Customers, Contractors, Subdividers, etc. In order to speed up and clarify matters, the following information may be of interest to you regarding service connection. In view that these requirements have been written in general terms, you may need to meet only some of the following requirements, so please review the requirements listed below and respond according to your needs.

Please note that before a service is to be connected, both:

1. WHESC Requirements  
(located at 950 East Main Street)
2. Electrical Safety Authority  
- PH#1-800-278-4264

being distinct and separate public bodies located in different cities, must be met.

#### "REQUIREMENTS FOR SERVICE CONNECTION"

##### 1. WHESC REQUIREMENTS:

##### 1.1 IN THE MAIN OFFICE:

Required to sign a contract and make a Deposit for either:

- |    |    |                                 |
|----|----|---------------------------------|
|    | a) | Power Consumption               |
| or | b) | New Service                     |
| or | c) | Accounts Receivable Deposit     |
| or | d) | Contractors Deposit             |
| or | e) | Any combination of those above. |

1.2 **FROM THE METERING DEPARTMENT:**

- a) The Meter Service Entrance Location form must be signed. This can be done on the job site or arrangements can be made with Metering.
- b) Review the requirements by the Metering Department of WHESC such as providing information for any major service (i.e.: what type of service, voltage, location, etc.)

1.3 **FROM THE LINE DEPARTMENT:**

- a) The requirements for underground services must be met.
- b) When all of the applicable requirements mentioned above (namely Items 1 to 4) have been met and approved, the service will then be connected, depending upon the work load of the staff of the WHESC.

2. **ELECTRICAL SAFETY AUTHORITY REQUIREMENTS:**

- 2.1 It is the Customer's own responsibility to contact the Electrical Safety Authority.
- 2.2 Electrical Safety Authority requirements are to be met and a permit number issued before any service is connected by WHESC.
- 2.3 WHESC is to be notified by Electrical Safety Authority when service is OK to connect.

With your co-operation, the above outline is intended to assist you, the Customer, and eliminate confusion and have the service provided in a speedy and efficient manner.

**WELLAND HYDRO-ELECTRIC SYSTEM CORP.**

**REV. July. 2008**

**WELLAND HYDRO-ELECTRIC SYSTEM CORP.**

**REQUIREMENTS FOR INSTALLATION OF UNDERGROUND SERVICES**

**BY CONTRACTORS OR THEIR AGENTS**

- 1.) A signed Service Entrance Location Form must be obtained from the Metering Department by arranging an on-site meeting with the person responsible for the installation.
- 2.) The Service installation must be passed by Electrical Safety Authority.
- 3a.) A Trench must be dug to a depth of not less than three (3) feet or not more than four (4) feet, and the customer install duct with a suitable fish wire, such as 1/4" rope through it for pulling the service wires.
- 3b.) The duct must have rigid qualities equivalent to 'PVC' or steel pipe and have a minimum diameter of three (3) inches. A piece of 4" Big 'O' Duct of approx. 3 ft. in length will join the service stack and the Trench Conduit.
- 3c.) If the Trench is backfilled before the service wires are installed, the end closest to the building must be left open, and a pit left open where service connections are to be made on the energized end.
- 3d.) If the duct is collapsed when backfilling for any reason whatsoever before the service wires are installed, then it is the customer's own responsibility to dig up and to clear the duct as required, so that the service wires can be installed.
- 4.) The service will only be energized when a service contract is signed, the service has been passed by Electrical Safety Authority and the Trench is completely backfilled.
- 5.) The Contractor or Agent(s) are responsible to do the above mentioned work in a safe and good workmanship manner, bearing in mind the safety of the public at all times.

If the above conditions are not met, the customer may be subjected to additional charges.