

CONDITIONS OF SERVICE

**WELLAND HYDRO-ELECTRIC
SYSTEM CORP.**

(WHESC)



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SECTION 1

INTRODUCTION

1.0 INTRODUCTION

This document provides information regarding the services offered by Welland Hydro-Electric System Corp. and the conditions associated with the supply of electrical energy to its Customers as well as conditions related to services pertaining to other associated matters.

1.1 IDENTIFICATION OF DISTRIBUTOR AND TERRITORY

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

WHESC is licensed by the Ontario Energy Board (herein referred to as OEB) to supply electricity to Customers as described in its Electricity Distribution License, issued on October 10, 2003 by the OEB. Additionally there are requirements imposed on WHESC by the various codes referred to in the License 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 Service Area as defined in its Electricity Distribution License. The defined Licensed 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 WHESC 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 (herein referred to as ESA). 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.

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 WHESC'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. Energy Competition Act, 1998
2. Ontario Energy Board Act, 1998
3. Distribution License
4. Affiliate Relationships Code
5. Distribution System Code
6. Retail Settlements Code
7. Standard Service Supply Code
8. Ontario Electrical Safety Code
9. Ontario Business Corporations Act
10. Applicable Canadian Standards Association Codes
11. Federal Electricity and Gas Inspection Act
12. Ontario Public Service Works on Highways Act
13. Municipal By-Laws
14. Green Energy Act
15. Privacy Act
16. Accessibility Act
17. Electricity Act 1998
18. Electricity Pricing, Conservation and Supply Act 2002
19. Transmission System Code

In the event of a conflict between this document and the Distribution License, regulatory Codes issued by the OEB, the Electricity Act, the provisions of the Act, the Distribution License 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 Electrical Utility Safety Rules.

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 agreement 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 using one of the methods listed below:

In Person:

Regular office hours are Monday – Friday 9:30 am – 4:00 pm (excluding statutory holidays)

By Email:

info@wellandhydro.com

By Mail:

P.O. Box 280
950 East Main Street
Welland, ON L3B 5P6

By Phone or Fax:

Phone: 905-732-1381 (including after hours emergencies)
Fax: 905-732-0123

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 of Service.

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.

1.7.1 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.

1.7.2 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".

1.7.3 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.

1.7.4 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 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 disputes between Customers, Retailers or Embedded Retail Generators and WHESC concerning the implementation of WHESC's responsibilities under its distribution license, for reasons other than termination of the Customer's Connection Agreement or disconnection of the Customer from WHESC's Distribution System, which are not disputable, will be settled according to the following dispute resolution process:

- a) The Customer should attempt to resolve the dispute through discussion with one of WHESC's Customer Service Representatives who will investigate the issue.
- b) If the Customer Service Representative cannot resolve the dispute to the satisfaction of the Customer, the dispute will be forwarded to the appropriate WHESC supervisor or manager who will attempt to resolve the dispute informally through good-faith negotiations.
- c) Once the dispute has been resolved, the Customer may, upon request, receive a documented version of the actions taken by WHESC in order to resolve the dispute. The Customer may also request a copy of the code, policy or other document that affected the outcome of the dispute.

- d) In the event that the issue cannot be resolved between WHESC and the Customer, complaints can be escalated to a third party complaints resolution agency that has been approved by the Ontario Energy Board. Until such time as the Ontario Energy Board approves an independent third party dispute resolution agency, the Ontario Energy Board will assume this role.

Disputes concerning the settlement amount billed or owed to/by WHESC to a Customer, Retailer or an Embedded Retail Generator/ do not relieve either party from their obligation to make payment in full at the time payment is due. Any deviations between the amount paid at the time due and the amount determined through the dispute resolution process shall be subject to payment of interest.

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.

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

If a force majeure event prevents a party from performing any of its obligations under these Conditions of Service 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 of Service 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 (NEW)

Under the terms of the Distribution System Code, WHESC is required to make an Offer to Connect when requested to construct new distribution system facilities or increase the capacity of existing distribution facilities for new Customers or development (i.e. System "Expansion").

The Customer or their representative shall consult early with WHESC concerning new or upgrade service details such as:

- Nature of connection (i.e. load or generation).
- Anticipated required in service date.
- The availability of supply.
- Service entrance capacity and voltage rating of the service entrance equipment.
- Electrical demand of the service including details of heating equipment, air conditioning and electrical equipment / appliances that demand a high consumption of electrical energy.
- Estimated maximum seasonal demands and anticipated future electrical load increases.
- Site drawings indicating the proposed service entrance location.
- Electrical schematic drawings indicating the proposed electrical service characteristics.
- Proposed future building expansion capabilities and associated increase in electrical demand.
- Any other details listed in Section 3 specific to that Customer Class.

These requirements are separate from and in addition to those of the ESA. WHESC will confirm, in writing, the characteristics of the electric supply. The Customer is required to provide WHESC with sufficient lead-time in order to ensure:

- (a) The timely provision of supply to new and upgraded premises.
- (b) The availability of adequate capacity for additional loads to be constructed.
- (c) The required documentation is completed by WHESC for each proposed meter installation and/or upgraded service.
- (d) All WHESC service conditions are met.

WHESC will make every reasonable effort to comply with the service connection requirements outlined in the OEB Distribution Supply Code.

Connections or disconnections of WHESC supply services shall not be performed by anyone other than WHESC staff or agents, except by special authorization from WHESC

Any service, which requires a disconnection for the purpose of repairs, panel change or relocation, shall be initiated with a request for a Service Location Report.

A Service Location Report will be completed stating the reason for the disconnection and any necessary changes or modifications required to be performed to the service. All disconnected services require a connection authorization by the ESA before reconnection.

All low voltage services <750 volts shall be connected within 5 working days subject to all WHESC servicing conditions being met.

All high voltage services >750 volts shall be connected within 10 working days subject to all WHESC servicing conditions being met.

All new Customers or existing Customers relocating to a new service address in WHESC service area must submit an Application for Service in the form provided by WHESC. The Service Agreement, when signed, forms a binding contract between the Customer and WHESC, and will be evidence of the fact that WHESC and the Customer have accepted and mutually agreed to the terms of the Service Agreement.

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 negatively affect or be 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 (herein referred to as 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 DSC 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 (herein referred to as 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 unforeseen 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 Response Time

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 License.
- 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 effect 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 ESA. WHESC requires notification from the ESA of this approval prior to the energization of a Customer's supply of electricity. Services that have been disconnected for a period of six (6) months or longer must also be re-inspected and approved by the ESA prior to reconnection.

Temporary services, typically used for construction purposes, must be approved by the ESA 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 ESA 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

The following agreements represent those contractual arrangements to be put into place for the purpose of carrying out distribution activities. This is not an inclusive listing.

- Unregistered easement
- Application for Service
- Supply Agreement
- Customer Operating Agreement
- Sub-divisions Agreement
- Row/Condominium Agreement

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 ESA.

All Customers will be required to complete and sign the standard form of contract to apply for the supply of an electrical energy connection. An agreement 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 shall not be liable for damage or claim arising as a result of disconnection of service.

2.2.1 Reason for Disconnection

WHESC reserves the right to disconnect a Customer's service if continuance of the connection would result in one of the following:

- (a) Adverse effect on the reliability and safety of WHESC's Distribution System.
- (b) Contravention of the laws of Canada or the Province of Ontario.
- (c) 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 guidelines for application of rates as permitted by applicable legislation.
- (d) Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion.
- (e) Imposition of an unsafe work situation beyond the normal risks inherent in the operation of WHESC's Distribution System.
- (f) A material decrease in the efficiency of WHESC's Distribution System.
- (g) A material adverse effect on the quality of distribution services received by an existing connection.
- (h) Inability of WHESC to perform planned inspections and maintenance of its distribution equipment, including meter changes.
- (i) A stop work order under the Building Code Act ("Ontario").
- (j) Direct hazard to the public.
- (k) Non-compliance with WHESC's technical requirements.
- (l) Failure to comply with a term of any agreement made between the Customer and WHESC.
- (m) Any other conditions identified in this document.

Upon request, WHESC will disconnect and reconnect its supply so that the Customer can perform maintenance or make improvements on their equipment. WHESC will provide this service once annually during regular working hours at no cost to the Customer.

When the Customer requests the disconnection/reconnection to occur outside normal business hours, the Customer will incur all applicable charges.

2.2.1 Disconnection Notification

Where a Customer's account is in arrears and where policy in compliance with the Retail Settlement Code and /or Distribution System Code permits WHESC to disconnect the Customer's service, WHESC will make reasonable efforts to establish direct contact with the Consumer. Arrears Management Programs will be made available to residential Customers who qualify and are unable to pay their electricity bill. Customers will also be advised of LEAP Social Agency.

If payment of the invoice is not paid or payment arrangements acceptable to WHESC have been made, a Final Notice providing a minimum of ten (10) days notice of the disconnection will be issued. The Notice of Disconnection date will be provided within the Final Notice.

Where any regular resident at a Customer's home faces a significant health risk (as documented by a physician's note/letter), a sixty (60) day notice period will be given prior to a disconnection.

Prior to disconnecting the service, within 48 hours of the disconnect date; a company representative will make reasonable efforts to establish direct contact with the Customer (by telephone).

Payments must be received or confirmed with WHESC office the day before the scheduled disconnection date. Failure to do so may result in additional disconnection and reconnection charges.

2.2.2.1 Process

Welland Hydro-Electric System Corp. will attempt to contact the Customer prior to disconnection. However, this may not be practical and in such cases we will disconnect without prior notice.

2.2.2.2 Hazardous Conditions

Notification for hazardous conditions will be done in conjunction with the ESA. 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.

2.2.2.3 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.

2.2.2.4 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 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.

2.2.2.5 Reconnection After Six Months

This section applies to a service that has been disconnected by WHESC for non-payment or due to a change of occupancy of the premises, for a period of six (6) 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.

2.2.3 Reconnection of Electrical Service

Where the Customer's service has been disconnected for a condition listed in item 2.2.1 above, reconnection will only take place once the condition has been remedied to the satisfaction of WHESC. The electrical service may also be subject to an inspection by the ESA prior to reconnection.

Where the Customer's service has been disconnected due to arrears, the Customer must pay to WHESC the amount of the Customer's arrears.

WHESC must receive the agreed payment in full before the service is restored. An applicable security deposit may also be required for reconnection of service. (Customers may also enter into an Arrears Management Program (herein referred to as AMP) to restore service as per the AMP agreement. If the Customer requests the service to be connected after normal hours of work, full payment must be made online via credit card or at the office prior to reconnection. Customers must be present during reconnection.

2.3 CONVEYANCE OF ELECTRICITY

2.3.1 Limitations on the 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 attempt 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 (latest edition).

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 attempt 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 Customer's expense, provide switching operations for planned interruptions. In all cases it will be the Customer's responsibility to contact the ESA 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. WHESC 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.

2.3.2.1 Emergency Services

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

When power is interrupted, the Customer should first ensure that failure is not due to their equipment. If, on examination, it appears that WHESC's main source of supply has failed, the Customer should report these conditions to WHESC. If it is determined that the power interruption is due to failure of Customer owned equipment, WHESC will reserve the right to recovery of actual costs.

WHESC operations personnel are available 24 hours a day to provide emergency service to Customers. WHESC will initiate restoration efforts as quickly as possible.

2.3.3 Electrical Disturbances

There are levels of voltage fluctuation and other disturbances that can cause flickering lights, damage to electronic equipment, and more serious difficulties for Customers connected to the WHESC Distribution System.

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 Canadian Standards Association (herein referred to as CSA) C235 (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 the circuit involved and 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, in WHESC's Distribution System, or as required by applicable regulation(s) and/or 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 to WHESC's Distribution System.

- * Customers with permanently connected emergency generation equipment shall notify WHESC regarding the presence of such equipment.

2.3.7 Metering

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

2.3.7.1 General Metering Requirements

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. All primary metering transformation will be at the Customer's expense. In cases where secondary metering would be normally supplied and the Customer 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’s 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’s 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. All new general service Customers with load projections exceeding 250 kW, or as required by OEB or Provincial legislation, and any Customer requiring pulses, the Customer may be required to 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 250 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’s electricity meters on the Customer’s premises.

All of WHESC’s 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. WHESC's revenue meters and metering installations 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 or available on WHESC's website at www.wellandhydro.com.

2.4.1.1 Customers Switching to Retailer

There are no physical service connection differences between Standard Supply Service (herein referred to as SSS) Customers and Customers of third party Retailers. Both Customer energy supplies are delivered through WHESC with the same distribution requirements. Therefore, all service connection requirements applicable to SSS Customers are applicable to Customers of third party Retailers.

2.4.1.2 Supply Deposits and Agreements

Where an owner proposes the development of premises that require WHESC to place orders for equipment for a specific project and before actual construction begins, the owner is required to sign the applicable agreement(s) and/or acceptance form(s) and furnish a suitable deposit before such equipment is ordered by WHESC

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

2.4.1.3 Additional Charges

WHESC may charge a regulated rate to the Customer for 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. These services include, but are 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

2.4.2 Energy Supply

2.4.2.1 Standard Supply Service

WHESC shall provide Customers connected to the Distribution System with access to electricity through SSS 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.

2.4.2.2 Retailer Supply

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 must make the Service Transfer Request in accordance with the rules established and amended from time to time by the OEB.

Disputes arising from charges relating to Retailer Supply 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 outstanding SSS amounts.

2.4.2.3 Wheeling of Energy

All Customers considering delivery of electricity through WHESC's Distribution System are required to contact WHESC for technical requirements and applicable tariffs.

2.4.3 Deposits

WHESC is regulated by the 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 were required to incorporate under the Ontario Business Corporation Act. Once the local Municipal Electric Utilities were incorporated under the Ontario Business Corporation Act, they 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.

2.4.3.1 Account Set-up Charge

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

2.4.3.2 Security Deposit

Customer security deposits will be required from all Customers, to the extent permitted by the OEB's Retail Settlement Code, and Distribution System Code, regardless of their customer class, and regardless of whether they are on SSS or they have entered into a contract with an electricity Retailer. The amount of the security deposit for each class will be calculated as outlined in section 2.4.3.6 and section 2.4.3.7 below.

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

2.4.3.2.1 Distributor-Consolidated Billing and Standard Supply Service

Under this option, WHESC will continue to issue a bill to the Customer. WHESC is responsible for Customer non-payment risk. WHESC will impose a security deposit depending upon its assessment of the Customer's likely risk of non-payment, according to the requirements set out below.

2.4.3.2.2 Retailer-Consolidated Billing

Under this option, WHESC will not issue a bill to the Customer. The Retailer is responsible for issuing the bill to the Customer, and for Customer non-payment risk. WHESC will not require a security deposit from the Customer. If WHESC is in possession of a Customer's Security Deposit at the time of a switch to Retailer-Consolidated Billing, the deposit shall be returned to the Customer.

2.4.3.2.3 Split Billing

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

2.4.3.3 Opening and Closing Accounts

If WHESC opens a new account based on a request from a third party, a letter is sent to the new user within fifteen (15) days of opening the account as WHESC can only recover charges from a person that has agreed to become a Customer in writing (Electronic Commerce Act 2000).

2.4.3.4 Customer Service Rules for Low Income Electricity Consumers

On October 1, 2011, the OEB initiated Customer rules regarding low-income electricity Customers.

2.4.3.4.1 Definition of a Low-Income Customer

A residential Customer with a pre-tax household income at or below 115% of the most recent Stats Canada Low Income Cut Off (LICO), taking into account family size and community size and whether the Customer has received Emergency Financial Assistance, Ontario Works benefits or Ontario Disability benefits. A social assistance or government agency that has partnered with WHESC will qualify Customers and this status will remain in effect for 2 years or until the Customer leaves WHESC or the

social assistance agency. If the Customer has received a Low-Income Emergency Assistance Program (herein referred to as LEAP) grant, the Customer will qualify as a low-income Customer.

2.4.3.4.2 Rules Regarding Security Deposits for Low Income Customers

If an eligible low-income Consumer has previously paid WHESC a security deposit, the Customer may ask for it to be returned after any outstanding arrears have been paid. Any remaining security deposit returned to the Customer will be credited to the account if the amount due is less than your average monthly bill. If the amount is equal to or greater than your average monthly bill, the amount will be credited to the account unless the Customer requests a refund by cheque.

2.4.3.4.3 Under and Over-billing of a Low Income Customer

Eligible low-income Customers that have an under-billing adjustment may pay over ten (10) months when the amount owing is less than twice the average monthly bill. They may pay over twenty (20) months when the amount is equal to or greater than twice the average bill.

2.4.3.4.4 LEAP

Funding to assist Customers with overdue electricity bills once per year. The Customer would contact the LEAP lead agent to book an appointment for an assessment to review qualifications for receiving funds to assist with paying their electricity invoice arrears. The LEAP lead agent would determine qualification of the applicant, advise WHESC the Customer has applied to LEAP (to ensure WHESC delays further collection procedures for 21 days) and if the Customer qualifies for a LEAP payment, the LEAP lead agent would submit funds to WHESC.

2.4.3.4.5 Rules Regarding Equalized Billing and/or Payment Plan Options for Low Income Customers

Low-income Customers that request the equal monthly payment plan are not required to have payments made by the pre-authorized payment plan and may join the plan any time during the year.

2.4.3.4.6 Rules Regarding Disconnections Suspension

Disconnection for non-payment is suspended for twenty-one (21) days if WHESC is notified the Customer is being assessed for emergency financial assistance such as LEAP by a social service agency or a government agency.

2.4.3.4.7 Disconnection Notices and Telephone Calls

The written Final Notice of Disconnection issued to all Customers and the telephone call 48 hours before disconnection includes:

- Information about the special arrears payment agreement available to eligible low-income Customers.
- Information about emergency financial assistance and other programs available to eligible low-income Customers.
- Notice that more information is available from WHESC.

2.4.3.4.8 Down-Payments

Low-income Customers are also eligible for the Arrears Management Program (herein referred to as AMP) to avoid disconnection. The down payment is a maximum of 10% of the outstanding arrears for the AMP for low-income Customers.

2.4.3.5 AMP Repayment Time Periods

The time periods for low-income Customers are extended to:

- Eight (8) months if the amount owing is less than 2 times their average monthly bill.
- Twelve (12) months if the amount owing is between 2 and 5 times their average monthly bill.
- Sixteen (16) months if the amount owing is more than 5 times their average monthly bill.

The Customer is allowed two payment defaults before a low-income AMP can be cancelled.

2.4.3.5.1 Service Charges and Late Payment Charges - Low Income Customers

Service charges related to collection, disconnection, non-payment and/or load control devices are to be waived when the Customer enters into a low-income AMP for the first time or after the Customer has successfully completed a previous such agreement.

When the Customer enters into an AMP, WHESC is not obligated to waive any outstanding late payment charges owing. Additional late payment charges after the Customer has entered into a low-income AMP are waived.

2.4.3.5.2 AMP Agreements - Low Income Customers

If the eligible low-income Customer successfully completes an AMP, the Customer can request a new agreement anytime needed thereafter. However, if a new AMP is requested within twelve (12) months of the end of the first successfully completed agreement, WHESC can offer a new AMP on the same terms as those provided to other residential Customers even if the Customer is a low-income Customer.

2.4.3.6 General Service and Large User Customer Deposits

All new general service (< 50 KW, > 50 KW and Large User) 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. Failure to pay by the agreed date will result in the service being disconnected.

All new general service Customers will be required to provide WHESC with a security deposit of:

2.5x the average bill in a billing period based on the most recent twelve (12) month period

2.4.3.7 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. 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;

2.5x the average bill in a billing period based on the most recent twelve (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.

A social or government agency will provide written verification of Customers that qualify Customer and this status will remain in effect for two (2) years or until the Customer leaves WHESC

All residential Customers may pay under-billing correction over the same period as the billing error duration, up to two (2) years maximum.

Types of Security Deposits

- i) Residential Customers: Cash, Cheque, Certified Cheque, or Interac.
- ii) General service Customers: Cash, cheque, Interac, 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 requirement of a security deposit may be waived, at the discretion of WHESC, under the following provisions:

- i) Residential Customers - continuous good payment history for 1 year.
- ii) General Service Customer < 50 KW – good payment history for 5 years.
- iii) General Service 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 twenty-four (24) months in order to qualify for an exception.
- v) A Customer, other than a Large User, 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 fewer cheques returned for insufficient funds (NSF)
 - one or fewer disconnection notices
 - one or fewer pre-authorized payments returned to WHESC
- vii) Where a general service Customer in any rate class other than a < 50 KW has a credit rating from a recognized credit rating agency, the maximum amount of a security deposit which WHESC may require the general service Customer to pay shall be reduced in accordance with the following table:

Credit Rating (using Standard & Poor’s Rating Terminology)	Allowable Reduction in Security Deposit
AAA- and above or equivalent	100%
AA-, AA, AA+ or equivalent	95%
A-, from A, A+ to below AA or equivalent	85%
BBB-, from BBB, BBB+ to below A or equivalent	75%
Below BBB- or equivalent	0%

- viii) When a residential Customer is a client of a registered social service agency or is deemed to have income below the standards set by the OEB, the deposit will be waived with the issuance of a waiver form from the registered social service assistance agencies. This form must be renewed every two (2) years.

The Customer must maintain a satisfactory payment history with WHESC. Failure to maintain a satisfactory payment history will result in a 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. WHESC, at its discretion, may extend special payment arrangements to those residential customers unable to make full payment of the deposit. The maximum time period for payment of a deposit is six (6) months (except as per low income guidelines).

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:

- Customer does not maintain a good payment history
- Anniversary of service installation
- A significant consumption change.

Refund of Deposit

- i) A refund of the Customer's security deposit may be permitted if the Customer maintains a 'Good Payment History' record.
- ii) After the yearly review, all deposits eligible for refund or reduction shall be applied to the Customer's account.
- iii) Deposits will be refunded to the Customer's account when the Low Income waiver is received by the Corporation from any of the local social service agencies.

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, WHESC reserves the right to require a security deposit from the Customer as if the Customer was opening a new account.

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 twelve (12) months, 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 bill all of its Customers on a monthly basis for all applicable services. Bills for electrical energy consumption may be based on either metered or estimated consumption, as determined by WHESC. 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.

WHESC has the ability to accommodate:

Retailer-Consolidated Billing: in which WHESC will bill the designated Retailer for all competitive and non-competitive electricity costs incurred on behalf of the Customer.

Distributor-Consolidated Billing: in which WHESC will issue a bill to the Customer that includes the full cost of delivered electricity, with the portion of the bill attributable to competitive electricity costs based on the contract terms between the Customer and the Retailer, or at the regulated prices for SSS.

Split Billing: in which WHESC shall issue one bill to the Customer that covers all non-competitive electricity costs, less any administrative costs paid by the Retailer. The Customer's Retailer is responsible for issuing the bill that covers the cost of competitive electricity service based on the price and other contractual terms agreed to by the Customer and Retailer.

2.4.4.1 Estimates

When an actual meter reading cannot be obtained for three (3) scheduled reads, the estimated billable consumption will be inflated to obtain the Customers awareness of the repeated estimations. If an actual metering reading cannot be obtained, the electrical service may be subject to disconnection pending arrangements to allow a reading by WHESC personnel.

Prorating of service and demand charges will be performed at the discretion of the WHESC.

2.4.4.2 Billing Errors

Billing errors will be resolved as per Section 7.7 of the Retail Settlement code. While WHESC will use its best efforts to ensure that each invoice is an accurate statement of the amount of the Customer's usage and cost of use for that billing period, billing errors can occur and invoices may not always be accurate. WHESC reserves the right to re-adjust invoices to correct any under/over billing, however the billing error was caused, whether through meter malfunction, WHESC's error or negligence or otherwise.

- i) Billing errors that have resulted in the overbilling of a Customer account or Retailer account will be credited to the Customer in the amount erroneously billed the Customer by WHESC for a period of six (6) years.
- ii) Billing errors that have resulted in under billing of a Customer account, WHESC will charge the Customer the amount that was not previously billed for a period not exceeding:
 - a) Two (2) years, in the case of an individual residential Customer who is not responsible for the error.
 - b) For general service 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.
 - d) If a Customer has been over-billed by an amount equal to or greater than the Customer's average bill, the Customer has the option of receiving a cheque or credit on their next bill. If the over-billed amount is less than the Customer's average bill, the Customer will receive a credit on their next bill.

If a Customer is under-billed and is not responsible for the error, the Customer is allowed to pay the under-billed amount in equal installments over the same amount of time as they were under-billed for up to a maximum of two (2) years. If the Customer is responsible for the under-billing error, WHESC may require full restitution on the next or a separate bill. These rules do not apply if the error is corrected within sixteen (16) days of the bill being issued.

- (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 exists over the condition or registration of a meter installation is in question.

2.4.4.3 Final Bills:

i) Forwarding Address

- The security deposit will be applied to reduce the final bill within six (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 WHESC's Service Area, the balance will be transferred to the new account.
- If the forwarding address is within WHESC'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 six (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 WHESC's Service Area and is no longer a WHESC Customer, WHESC staff will make an attempt to locate forwarding address. If WHESC cannot determine the new forwarding address, any arrears will be referred to collection agency.

2.4.5 Payment and Late Payment Charges

2.4.5.1 Payment of Bills

The Customer must make payment of any outstanding accounts to WHESC 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 WHESC, 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.

2.4.5.2 AMP Agreements – Residential Customers

WHESC makes AMP available to all our Customers. Any security deposit held by WHESC is applied to arrears owed by the Customer before entering into an AMP agreement. Residential Customers can enter into AMP to avoid disconnection. The down payment, maximum is 15% of outstanding arrears and the repayment for AMP is:

- Five (5) months if the amount owing is less than 2 times their average monthly bill.
- Ten (10) months if the amount owing is more than 2 times their average monthly bill.

Residential Customers must pay initial late payment charges and additional late payment charges during the course of the agreement. Residential Customers are allowed a maximum of 1 default (consecutive over 2 months) before the AMP agreement is cancelled with ten (10) days written notice to the Customer. Residential Customers may request a second similar AMP agreement two (2) years after the first agreement is completed.

*Please note previous section regarding AMP for verified low-income Customers.

2.4.5.3 Late Payment Charge

Late payment charges will apply to any arrears outstanding 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.

2.4.5.4 Final Notice of Disconnection;

The Final Notice of Disconnection will be issued 7 calendar days after the due date of the invoice unless payment is received or mutually agreed payment arrangements have been made. The Final Notice of Disconnection will allow ten (10) days for payment prior to Customer disconnection due to non-payment. WHESC will attempt to call all Customers within 48 hours prior to disconnection and any security deposit on the account will be applied against any arrears before a notice of disconnection will be issued to a residential Customer. The Customer may have to repay the security deposit over at least six (6) equal monthly installments. Customers who have requested assistance from a social assistance agency or LEAP lead agent, can have their collection procedure suspended for twenty-one (21) days pending resolution with the agency. Customers, who have provided written documentation from a physician that disconnection will pose a health risk, receive sixty (60) days notice before disconnection for non-payment.

2.4.5.5 Reconnection of Electrical Service:

Disconnection of the service will be the last resort and only take 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 by WHESC before the electrical service is reconnected. Overtime charges will be applied for all reconnections of services after hours. Reconnection of electrical service for any account that has made payment or has entered into an AMP agreement will be reconnected within 48 hours.

2.4.5.6 Account Set-up Charge

Customers are subject to an account set-up charge as approved by the OEB.

2.4.5.7 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.

2.4.5.9 Load Limiters

Load limiters may be used as alternatives to disconnecting the Customer's electrical service. Load limiters may be used primarily during the winter months. Load Limiters are considered to be disconnection of service and all appropriate disconnection fees apply.

2.4.5.10 Returned Cheques

Any cheque payments returned or rejected 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. WHESC staff will attempt to make contact with the Customer in order to collect the outstanding amount. Once a cheque has been returned or rejected, WHESC will only accept cash (including Interac payments), certified cheques or money orders for outstanding amounts originally paid with returned or rejected cheque. The approved returned cheque fee will be charged to the Customer's account. Should the attempt to contact the Customer fail, the service may be disconnected.

2.4.5.11 Pre-authorized Equal Monthly Payment Plan

Customers can join equal monthly payment plans any time of the year. Customers who join an equal monthly payment plan will also be required to join a pre-authorized payment withdrawal plan (exempt if verified low-income

Customer). Equal payment plans are reviewed semi-annually and adjusted for material changes. Equal payment plans are reconciled annually. Reconciliation amounts owing to the Customer are credited to the account and the Customer is notified of the credit on the bill. A refund can be provided to the Customer if the amount is equal to or greater than the average billing amount and requested by the Customer. If the reconciliation amount owing from the Customer is greater than the average monthly billing, WHESC shall recover over the next eleven (11) months, otherwise the amount owing would be collected on the reconciled invoice. Customers that are in arrears and have not entered into an AMP agreement may be refused an equal monthly payment option.

2.4.5.12 Temporary Electricity Services

Temporary electricity services, including community decorative lighting may be provided and will be billed at OEB approved rates. WHESC 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.

2.4.5.13 Damaged Electrical Equipment

Customers will be required to pay the cost of repair or replacement of WHESC equipment, which has been damaged through the Customer's action, neglect or any other reason.

2.5 Customer Information

A third party may request historical usage information with the written authorization from the Customer to provide their historical usage information.

WHESC will provide information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Customer information cannot reasonably be identified, at any charge to another utility, a transmitter, the IESO or the OEB. WHESC may charge a fee that has been approved by the OEB for all other requests for aggregated information.

At the request of a Customer, WHESC will provide a list of Retailers who have Service Agreements in effect within its Service Area. The list will inform the Customer that an alternative Retailer does not have to be chosen in order to ensure that the Customer receives electricity and the terms of service that are available under SSS.

Upon receiving an inquiry from a Customer connected to its Distribution System WHESC will either respond to the inquiry if it pertains to WHESC's Distribution System or provide the Customer with contact information for the entity responsible for the item of inquiry, in accordance with Chapter 7 of the Retail Settlement Code.

The access to Customer information will only be provided to the name(s) listed on the account in accordance to WHESC's Privacy Policy and in compliance with the Provincial and Federal Privacy Policy Act.

2.6 General Information

2.6.1 Pole Attachments

There will be no attachments to WHESC poles without the written permission of WHESC. WHESC reserves the right to refuse attachments to WHESC owned utility poles. Any such attachments not approved by WHESC will be removed at the owner's expense.

2.6.2 Service over Swimming Pools

For safety purposes, WHESC requires that electrical conductors are not located above swimming pools. Where a new or existing swimming pool is installed, it will be necessary to relocate any electrical conductors that are located directly over the proposed pool location at the owner's expense.

2.6.3 Moving Oversized Loads

All costs incurred by WHESC relating to moving of oversized loads such as houses, garages, tanks, etc., and shall be recoverable from the owner. A deposit based on the estimated costs will be required prior to the load being moved.

Any oversized load move may or may not be approved by WHESC. All requests for oversized load moves must be accompanied with proper permits and licenses.

2.6.4 Preventative Programs

WHESC has in place a variety of programs to help reduce the number of power interruptions and other system disturbances.

These include the following activities:

Tree Trimming

Trees growing near power lines on the public right of way are trimmed by WHESC contractors to ensure that the trees remain healthy, and do not grow into the power lines. Customers are asked to call WHESC regarding any tree, which appears to be interfering with a power line. WHESC will investigate and have the tree pruned if necessary to ensure the safety of the power line.

Ontario One Call One Locate

WHESC requires all its excavating Customers to call before they dig. WHESC is a member of the Ontario One Call One Locate initiative. Requests for locating WHESC owned underground cables are made by contacting Ontario One Call at 1-800-400-2255. Ontario One Call passes these requests along to an approved locate contractor.

Fault Locates and Repairs

WHESC will normally fault locate and repair all WHESC owned secondary services without charge. In the event of damage to WHESC owned underground cables, full cost to locate and repair of the fault will be charged to the responsible party. In the event that structures, pavement or landscaping make fault locates and/or repairs inaccessible, the additional cost will be at the owner's expense.

2.6.5 Customer Owned Primary Lines

Customers owning primary lines are required to ensure adequate tree trimming and preventive maintenance. Where inadequate preventive maintenance or tree trimming affects the integrity of WHESC's Distribution System, WHESC reserves the right to disconnect the Customer-owned line, or to perform the required maintenance and charge the Customer for any costs associated with this work. To facilitate and encourage the maintenance of Customer-owned lines, WHESC will provide a power interruption at no charge. This no-charge service is provided once per calendar year during normal working hours.

Tree to line clearances are as follows:

Type of Line	Minimum Right of Way Clearance
Primary Voltage - Overhead (over 600 volts)	4 meters on each side of centre line
Secondary Voltage - Overhead (under 600 volts)	1 meter on each side of centre line

Identified hazardous or high growth trees located outside the minimum right of way clearance may require additional trimming.

Prior to re-energization of a Customer owned line, WHESC staff will perform an inspection to confirm that the required clearances have been achieved.

Continued maintenance on Customer owned lines will remain the responsibility of the owner of the property.

2.6.6 Customer Owned Substations

Owners of private substations are required to perform regular maintenance to their electrical equipment.

To facilitate and encourage the maintenance of equipment at Customer owned substations, WHESC will provide a power interruption at no charge. This no-charge service is provided once per calendar year during normal working hours.

SECTION 3

CUSTOMER SPECIFIC

All Customers are to be classified according to the policies and guidelines of the OEB. The specific application of these policies and guidelines within WHESC's Service Area 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. 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 preceding 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 OEB 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 with respect to equipment 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 and maintained to the satisfaction of WHESC and the ESA.

3.1.6 Inspection

Prior to energization of the service, WHESC requires notification from the ESA that the electrical installation has been inspected and approved by the ESA.

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).

3.2.1.1 General Service Classifications

This section outlines the Regulations pertaining to the supply of electrical energy to General Service Customers. This includes those Customers within the Customer classifications of General Service < 50 kW, General Service > 50 kW and Large User.

General Service < 50 kW

This class pertains to a non-residential Customer taking electricity at 750 volts or less whose monthly average peak demand is less than, or is forecast to be less than 50 kW.

General Service > 50 kW

This class refers to a non-residential Customer whose monthly average peak demand is equal to or greater than, or is forecast to be equal to or greater than 50 kW but less than 5,000 kW.

Large User

This classification refers to a non-residential Customer whose monthly peak demand is equal to or greater than, or is forecast to be equal to or greater than 5,000 kW.

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 WHESC'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 various electrical loads. For example lighting, motors, pumps, hvac, refrigeration, etc...
- (f) number of suites and the areas of each
- (g) grading plan and site plan, to scale, showing the building(s), as well as other structures, in relation to existing or proposed property lines. 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 commercial buildings WHESC may, at its discretion (see 3.2.1), permit the use of pad mounted or pole mounted transformers, provided the owner's 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

The 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's 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 meter socket base installed on the line side of the disconnect switch supplying an individual service. For multiple services, WHESC will determine the meter/switch configuration as required.

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.

WHESC 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 EMBEDDED GENERATION FACILITIES

WHESC will comply and enforce any/all requirements as outlined in the Distribution System Code pertaining to its responsibilities, and the Generator's responsibilities, related to Embedded Generators and Embedded Generation Facilities. In addition, operation of an Embedded Generation Facility shall not endanger workers or jeopardize public safety, or adversely affect or compromise equipment owned or operated by WHESC, or the security, reliability and the quality of electrical supply to other Customers connected to WHESC's Distribution System. WHESC, at its sole discretion, can require the Generator to install mechanisms to ensure that any/all of the above conditions are satisfied.

The Generator may also be required to supply equipment to allow WHESC to monitor the status of the protection components at the Embedded Generation Facility, as well as the Embedded Generation Facility's output, at the Generator's expense.

The Embedded Generation Facility shall be constructed in accordance with the Electrical Safety Code, Appendix F (Process for Connecting an Embedded Generator) of the Distribution System Code and shall comply with the detailed requirements outlined by WHESC. The Generator will be required to enter into an agreement for operating the Embedded Generation Facility in parallel with WHESC's Distribution System.

For greater certainty, an Embedded Generation Facility also includes a net metered Generation Facility.

3.3.1 Design Requirements

The customer shall provide the following information:

- i. An electrical single line drawing showing all primary and secondary voltage facilities connected to the Embedded Generation Facility including any interlocking schemes, rating of protective devices or fuses, primary and secondary switchgear and metering facilities;
- ii. Trip settings and delays at the interface devices;
- iii. Layout of generating facilities including all associated switchgear and metering facilities; and
- iv. A coordination study of all levels of protective devices is to be performed and submitted for WHESC's review in a format as specified by WHESC.

3.3.2 Micro-Generation Facilities (less than or equal to 10 kW)

WHESC will comply and enforce any/all requirements as outlined in the Distribution System Code pertaining to its responsibilities, and the Generator's responsibilities, related to Embedded Generators and Embedded Micro-Generation Facilities.

3.3.3 Other Generation Facilities

WHESC will comply and enforce any/all requirements as outlined in the Distribution System Code pertaining to its responsibilities, and the Generator's responsibilities, related to Embedded Generators and Embedded Generation Facilities.

WHESC reserves the right to charge the Generator applicable fees for chargeable services related to the assessment, connection and any ongoing services once the Generation Facility is connected to WHESC's Distribution System.

3.3.4 Net Metering

Customers who install a Generation Facility in accordance with Ontario Ministry of Energy Regulation 541/05 and who meet all of the the eligibility criteria outlined in Regulation 541/05 may participate in Net Metering.

3.4 Embedded Market Participant

Under the "Market Rules for the Independent Electricity System Operator", Chapter 2, section 1.2.1, "No persons shall participate in the IESO-administered markets or cause or permit electricity to be conveyed into, through or out of IESO-controlled grid unless that person has been authorized by the IESO to do so". All Embedded Market Participants, within the service jurisdiction of WHESC, once approved by the IESO are required to inform WHESC of their approved status in writing, thirty (30) days prior to their participation in the Ontario Electricity Market. An Embedded Market Participant shall enter into an

applicable agreement in a form acceptable to WHESC and agreed to be bound by all of the terms and conditions contained within that agreement.

3.5 Embedded Distributor

All Embedded Distributors within the service jurisdiction of WHESC are required to inform WHESC of their status in writing thirty (30) days prior to the supply of energy from WHESC. The terms and conditions applicable to the connection of an Embedded Distributor shall be included in the Connection Agreement with WHESC. This agreement is to be negotiated and executed prior to any connections to WHESC's Distribution System.

3.6 UNMETERED CONNECTIONS

Unmetered connections are permitted with the approval of WHESC's Engineering Department. Unmetered connections may include but are not limited to traffic signals, streetlights, bus shelters, signs, etc.... Energy consumption is determined by information provided by the Customer and/or load measurement taken by WHESC following connection of the unmetered service. Unmetered services must be installed such that temporary connections cannot be made (i.e. – receptacles are not permissible).

This section refers to the following rate classifications.

3.6.1 Street Lighting:

The street lighting system is owned by the City of Welland. This classification refers to an account for roadway lighting with a Municipality, Regional Municipality, Ministry of Transportation and private roadway lighting operation, controlled by photocells or relays. Street lighting profile is derived through the use of the OEB's approved specification consistent with the model type and product manufacturer of devices currently in service in the Service Area.

3.6.2 Unmetered Scattered Load:

This classification refers to an account taking electricity at 750 volts or less whose monthly average peak demand is less than, or is forecast to be less than, 50 kW and the consumption is unmetered.. The Customer will provide detailed manufacturer information/documentation with regard to electrical demand / consumption of the proposed unmetered load.

3.6.3 Sentinel Lighting:

This classification refers to accounts that are an unmetered lighting load supplied to a sentinel light.

SECTION 4

GLOSSARY OF TERMS

In general, these definitions have been taken directly from the Distribution System Code.

Sources for Definitions:

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

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

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

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

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

“Apparent Power” means the total power measured in kilovolt Amperes (kVA);

“Application for Service” means the agreement or contract with WHESC under which electrical service is requested;

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

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

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

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

“Canadian Standards Association (“CSA”) with reference to Standard CAN3-C235-87 (latest edition);

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

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

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

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

“Connection Assets” means that portion of the distribution system used to connect a Customer to the existing main distribution system, and consists of the assets between the point of connection on a Distributor’s main distribution system and the Ownership demarcation point with that Customer; (DSC)

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

“Customer” means a person that has contracted for or intends to contract for connection of a building. This includes developers of residential or commercial subdivisions; (DSC) For the purpose of this Agreement, Customer and owner will be considered as one and the same;

“Delivery Point” the point at which WHESC delivers power or energy to the Customer owned equipment (Customer service entrance)

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

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

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

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

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

“Distributor”, otherwise known as WHESC

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

“Distribution Loss Factor” means a factor or factors by which metered loads must be multiplied such that when summed equal the total measured load at the supply point(s) to the distribution system; (RSC)

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

“Distribution System” means a system for distributing electricity, and includes any structures, equipment or other things used for that purpose. A distribution system is comprised of the main system capable of distributing electricity to many Customers and the connection assets used to connect a Customer to the main distribution system; (A, MR, TDL, and DSC)

“Distribution System Code” means the code, approved by the Board, and in effect at the relevant time, which, among other things, establishes the obligations of WHESC with respect to the services and terms of service to be offered to Customers and Retailers and provides minimum technical operating standards of distribution systems; (TDL, DSC)

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

“Early Consultation” means information must be made available WHESC prior to any work being processed by the Engineering Department of WHESC Customers (or Customer’s Representatives, Architects, Consultants, Electricians) shall consult with WHESC in the early planning stages to ascertain what WHESC facilities and voltages are available at the specific location;

“Easement” is a legal document signed by the owner of the Lands, any mortgages and WHESC, and registered against the lands. The easement document details all the rights and responsibilities of all parties concerned;

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

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

“Electric Service” means the Customer’s conductors and equipment for energy from Niagara Peninsula Energy;

“Electronic Metering System” means a computerized tracking system that is used in an apartment or multi-unit complex through Customer supply of a modem and a private phone line to the main computer for the purpose of reading all the Customer accounts. (e.g. Carma Solid State)

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

“Embedded Generator” or “Embedded Generation Facility” means a generator whose generation facility is not directly connected to the IESO-controlled grid but instead is connected to a distribution system; (DSC)

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

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

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

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

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

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

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

“Energy Diversion” (also known as “Power Diversion”) means the electricity consumption unaccounted for but that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off load(s) before revenue meter or meter tampering;

“Enhancement” means a modification to an existing distribution system that is made for purposes of improving system operating characteristics such as reliability or power quality or for relieving system capacity constraints resulting, for example, from general load growth; (DSC)

“Expansion” means an addition to a distribution system in response to a request for additional Customer connections that otherwise could not be made; for example, by increasing the length of the distribution system; (DSC)

“Extreme Operating Conditions” means extreme operating conditions as defined in the Canadian Standards Association (“CSA”) C235 (latest edition);

“Four-Quadrant Interval Meter” means an interval meter that records power injected into a distribution system and the amount of electricity consumed by the Customer; (DSC)

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

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

“Generation Facility” means a facility for generating electricity or providing ancillary services, other than ancillary services provided by a transmitter or Distributor through the operation of a transmission or distribution system, and includes any structures, equipment or other things used for that purpose; (A, MR, TDL, DSC)

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

“Geographic Distributor,” with respect to a load transfer, means WHESC that is licensed to service a load transfer Customer and is responsible for connecting and billing the load transfer Customer; (DSC)

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

“Holiday” means a Saturday, Sunday, Statutory holiday, or any day that the Board's offices are closed;

“Host Distributor” means the registered wholesale market participant Distributor who provides electricity to an embedded Distributor; (RSC, DSC)

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

“IEEE” means Institute of Electrical and Electronics Engineers;

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

“IESO-Controlled Grid” means the transmission systems with respect to which, pursuant to agreements, the IESO has authority to direct operation; (A, TDL, DSC)

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

“Large User” means a Customer with a monthly peak demand of 5000 kW or greater, regardless the demand occurs in the peak or off-peak periods, averaged over 12 months;

“Load Factor” means the ratio of average demand for a designated time period (usually one month) to the maximum demand occurring in that period;

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

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

“Main Service” refers to WHESC's incoming cables, bus duct, and disconnecting and protective equipment for a Building or from which all other metered sub-services are taken;

“Market Participant” has the meaning prescribed in the Market Rules;

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

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

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

“Meter Service Provider” means any entity that performs metering services on behalf of a Distributor; (DSC)

“Meter Socket” means the mounting device for accommodating a socket type revenue meter;

“Metering Services” means installation, testing, reading and maintenance of meters; (DSC)

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

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

“Multiple Dwelling” means a Building, which contains more than one self-contained dwelling unit;

“Municipal Street Lighting” means all services supplied to street lighting equipment owned and operated for a municipal corporation;

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

“Normal Operating Conditions” means the operating conditions comply with the standards set by the Canadian Standards Association (“CSA”) C235 (latest edition);

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

“Operational Demarcation Point” means the physical location at which a Distributor’s responsibility for operational control of distribution equipment including connection assets ends at the Customer; (DSC)

“Overhead Distribution System” means all the facilities on overhead improved-appearance pole lines on public rights-of-way, plus all underground road crossings, in ducts, as specified by WHESC;

“Ownership Demarcation Point” means the physical location at which a Distributor’s Ownership of distribution equipment including connection assets ends at the Customer; (DSC)

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

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

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

“Plaza” means any Building containing two or more commercial business tenants;

“Point of Entry” means the point at which circuits cross from the public right of way or WHESC easements, to private property;

“Point of Supply” with respect to an embedded generator, means the connection point where electricity produced by the generator is injected into a distribution system; (DSC)

“Power Factor” means the ratio between Real Power and Apparent Power (i.e. kW/kVA);

“Power Service Study” means a Power Service Study is a cost recovery analysis that determines the difference in cost between the Customers Basic Entitlement and the investment made by WHESC to provide such service. This method of investment recovery is designed to be fair and equitable to both Customers and WHESC;

“Pre-registered or Registered Plan” means a plan of development of surveyed lands, prepared by the Developer, and approved by the City of Welland, the Regional Municipality of Niagara and the Ontario Ministry of Housing and registered at the Registry Offices or Land Titles Division Offices;

“Primary Service” means any service, which is supplied with a nominal voltage greater than 750 volts;

“Private Property” means the property beyond the existing public street allowances;

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

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

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

“Real Power” means the power component required to do real work, which is measured in kiloWatts (kW);

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

“Residential Service” means a service, which is less than 50kW supplied to single-family dwelling units that is for domestic or household purposes, including seasonal occupancy. At WHESC’s discretion, residential rates may be applied to apartment buildings with 6 or less units by simple application of the residential rate or by blocking the residential rate by the number of units;

“Retail” with respect to electricity means,

- a) to sell or offer to sell electricity to a Consumer
- b) to act as agent or broker for a Retailer with respect to the sale or offering for sale of electricity, or

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

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

“Retailer” means a person who retails electricity; (A, MR, TDL, and DSC)

“Row-Type Multiple Dwelling” means a type of multiple family dwelling, including triplexes, double duplexes, townhouses, etc.

“Secondary Service” means any service, which is supplied with a nominal voltage less than 750 Volts;

“Service Agreement” means the agreement that sets out the relationship between a licensed Retailer and a Distributor, in accordance with the provisions of Chapter 12 of the Retail Settlement Code; (RSC)

“Service Area” with respect to a Distributor, means the area in which WHESC is authorized by its license to distribute electricity; (A, TDL, DSC)

“Service Date” means the date that the Customer and WHESC mutually agree upon to begin the supply of electricity by WHESC;

“Service Location Report” is a form used by WHESC to illustrate electric servicing details, meter location, service routing and costs. The Customer or Customer’s Contractor as one of the conditions of service prior to any connection being made requires this form;

“Site Development Plan Approval” means a process of the City of Welland under which Commercial and Industrial Subdivisions are required to have both an Underground Distribution System and an Underground Street Lighting System;

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

“Street Lighting System” means all the facilities required to illuminate all public streets, roads and/or other rights of way as determined by the City of Welland and WHESC;

“Strip Development” is defined as a development along existing road allowance where the Electrical Supply can be provided generally from existing plant along the road allowance. Strip Development is not applicable to new road allowance development where new distribution plant is required;

“Subdivision Agreement” means a legal agreement between the developer, any mortgages and WHESC, which is suitable for registration at the Registry offices. The Subdivision Agreement details all the engineering and financial responsibilities of all parties concerned;

“Sub-Service” means a separately metered service that is taken from the main Building service;

“Supply Voltage” means the voltage measured at the Customer's main service entrance equipment (typically below 750 volts). Operating conditions are defined in the Canadian Standards Association (“CSA”) C235 (latest edition);

“Temporary Service” means an electrical service granted temporarily for such purposes as construction, real estate sales, and trailers.

“Terminal Pole” refers to Niagara Peninsula Energy’s distribution pole on which the service supply cables are terminated;

“Total Losses” means the sum of distribution losses and unaccounted for energy; (DSC)

“Transformer Room” means an isolated enclosure built to applicable codes to house transformers and associated electrical equipment;

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

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

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

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

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

“Underground Distribution System” is referencing subdivisions, which means all the facilities required to supply electrical energy from existing WHESC circuits to the subdivision, up to the Point of Entry to each lot;

“Underground Street Lighting System” means all the facilities required to illuminate all public streets, roads and/or other rights- of-way as determined by the City of Welland and WHESC, using underground cables.

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

“Upgrade” means replacement of an existing component of a distribution system with a new component for purposes of improving the distribution system's operating characteristics;

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

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

“Wholesale Market Participant”, means a person that sells or purchases electricity or ancillary services through the IESO- administered markets; (RSC, DSC)

“Wholesale Settlement Cost” means costs for both competitive and non-competitive electricity services billed to a Distributor by the IESO or a host Distributor, or provided by an embedded retail generator or by a neighboring Distributor; (RSC, DSC)

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