



WATERLOO NORTH HYDRO INC.

CONDITIONS OF SERVICE

Revision: 3.0 - March 16, 2015



Document History

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SECTION 1 - INTRODUCTION



1.1 Identification of Distributor and Service Area

Waterloo North Hydro Inc. referred to herein as "WNH" is a corporation, incorporated under the laws of the Province of Ontario and a Distributor of Electricity.

WNH is licensed by the Ontario Energy Board (OEB) to supply Electricity to Customers as described in the Electricity Distribution License ED-2002-0575 ("Distribution License") issued to WNH. Additionally, there are requirements imposed on WNH by the various codes referred to in the License and by the Electricity Act, 1998 and the Ontario Energy Board Act, 1998, and various letters and directives as issued by the OEB or Minister of Energy from time to time. This document has been developed by WNH in accordance with subsection 2.4 and Appendix 'A' of the Distribution System Code.

WNH is limited to operate distribution facilities within its Licensed Territory as defined in its Distribution License. The defined Territory is the City of Waterloo, the Township of Wellesley and the Township of Woolwich (See Appendix 'A' – Waterloo North Hydro Service Territory)

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

1.2 Related Codes and Governing Laws

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

1. Electricity Act, 1998 } part of the Energy Competition
2. Ontario Energy Board Act, 1998 } Act, 1998
3. Distribution License
4. Affiliate Relationships Code
5. Transmission System Code
6. Distribution System Code (DSC)
7. Retail Settlement Code
8. Standard Service Supply Code
9. Ontario Electrical Safety Code (OESC)
10. Energy Consumer Protection Act
11. Waterloo North Hydro Inc. "Conditions of Service", document

In the event of a conflict between this document and the Distribution License or regulatory codes issued by the OEB, or the Energy Competition Act, 1998 ("Act"), the



provisions of the Act, the Distribution License and associated regulatory codes shall prevail in the order of priority indicated above. If there is a conflict between a Connection Agreement with a Customer and these Conditions of Service, these Conditions of Service shall govern.

When planning and designing for Electricity service, Customers and their authorized representatives must refer to all applicable provincial and Canadian electrical codes, and all other applicable federal, provincial, and municipal laws, regulations, codes and by-laws to ensure compliance with their requirements. Without limiting the foregoing, the work shall be conducted in accordance with the latest edition of the Ontario Building Code (OBC), Ontario Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, Infrastructure Health and Safety Association (IHSA) Electrical Utility Safety rulebook and the Ministry of Transportation (MTO) traffic requirements.

1.3 Interpretation

In these Conditions of Service, unless the context otherwise requires:

- Words and phrases shall have the meaning ascribed to them as in Section 4, Glossary of Terms
- Headings, paragraph numbers, bolding, italics and underlining are for convenience only and do not affect the interpretation of these Conditions of Service
- Words referring to the singular include the plural and vice versa
- Words referring to a gender include any gender
- A reference to a document or a provision of a document includes any amendment, supplement, or replacement of that document or provisions in that document
- An event that is required under these Conditions of Service that occurs on or by a stipulated day which is a holiday may occur on or by the next day, that is not a holiday.

1.4 Amendments and Changes

The provisions of these Conditions of Service and any amendments made from time to time form part of any Contract made between WNH and any connected Customer, Retailer, Generator or Embedded Distributor and these Conditions of Service supersedes all previous Conditions of Service, oral or written as of its effective date.

In the event of changes to these Conditions of Service, WNH shall provide advanced public notice. A revised copy of these Conditions of Service document will be filed with the Ontario Energy Board and made available to the public.



It is the Customer's responsibility to ensure they are referencing the current version of these Conditions of Service and all current amendments and referred to documents. One (1) copy per revision may be obtained at the WNH offices. A fee will be charged for providing the Customer with additional printed copies of this document. The current version of the document can be viewed on the WNH website at no charge.

1.5 Contact Information

a) WNH Contacts:

Waterloo North Hydro Inc.
P. O. Box 640
526 Country Squire Road
Waterloo, Ontario
N2J 4A3

Office hours: Monday to Friday
8:30 am to 4:30 p.m.

Telephone numbers:

Administration and Operations	519-886-5090
Emergency Services	519-886-5090
Engineering	519-888-5552
Customer Services	
Billing & Account Inquiries	519-885-6840
Collections	519-888-5579
General	519-886-5090
Fax (Customer Service)	519-746-0133
Fax (Engineering)	519-886-7049
Fax (Operations)	519-886-0239
Fax (Stores)	519-886-6269

Web address: www.wnhydro.com

b) Locates through Ontario One Call (for all utilities, including WNH):

Telephone 1-800-400-2255
Web Site www.on1call.com

c) OEB Contact:

Telephone 416-481-1967 or 1-888-632-6273
Fax 416-440-7656
Web site www.ontarioenergyboard.ca



d) ESA Contact:

Telephone	1.877.372.7233
Fax	1-800-667-4278
Web site	www.esasafe.com

1.6 Customer Rights

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

- WNI in providing Distribution Services to the Customer;
- the Customer being connected to WNI's distribution system; or
- WNI or the Customer in meeting their respective obligations under these Conditions of Service, their licenses and any other applicable law.

Notwithstanding the above, neither WNI nor the Customer shall 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.

The Customer shall indemnify and hold harmless WNI, its directors, officers, employees and agents from any claims made by any third parties in connection with the construction and installation of a generator by or on behalf of the Customer.

Generator and Embedded Distributor Rights will be consistent with these Conditions of Service, the Distribution System Code, and any other related codes, governing laws or regulations that may apply. Specific rights will be documented in Special Contracts that will be entered into by the Distributor and the Generator or Embedded Distributor.

1.7 Distributor Rights

1.7.1 Access to Customer Property

The Customer will provide unimpeded, safe, secure access to WNI employees or its contractors at all times for the purposes of installing, removing, inspecting, maintaining, operating or changing metering and distribution equipment. When access is impeded, WNI shall not be held liable for damages to Customer property incurred while obtaining safe access to metering or distribution equipment.



WNH will exercise the right to enter the lands and premises on which these facilities are located pursuant to the “Powers of Entry” described in Section 40 of The Electricity Act, 1998 and any successor acts thereto.

To assist with distribution system outages or emergency responses, WNH may require a Customer to provide WNH with emergency access to Customer-owned distribution equipment that normally is operated by WNH or WNH-owned equipment on the Customer’s property.

Failure of the Customer to provide proper access may result in the disconnection of service.

1.7.2 Safety of Equipment

The Customer will comply with all aspects of the OESC with respect to ensuring that equipment is properly identified and connected for metering and operation purposes. The Customer will take the steps necessary to correct any deficiencies, in particular cross wiring situations. If the Customer does not take such action within a period of time deemed reasonable by WNH, the supply of power to the Customer may be disconnected.

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 distribution lines, endanger the equipment of WNH, interfere with the proper and safe operation of WNH’s facilities or adversely affect compliance with any applicable legislation in the sole opinion of WNH.

The Customer shall not use or interfere with the facilities of WNH except in accordance with a written agreement with WNH.

1.7.3 Operating Control

The Customer will provide free of charge, a convenient and safe place, satisfactory to WNH, for installing, maintaining and operating its equipment in, on, or about the Customer’s premises. WNH 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 Person over whom WNH has no control.

Only an employee or representative of WNH, or other Person lawfully entitled to do so, shall remove, replace, alter, repair, inspect or tamper with WNH’s equipment.



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

The physical location on Customer's 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".

1.7.4 Repair of Defective Customer Electrical Equipment

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of WNH's distribution system or the safety of the public or WNH staff. If the Customer does not take such action within the time frame deemed by WNH, Electrical Safety Authority or other regulatory agency, WNH may disconnect the supply of power to the Customer. WNH's policies and procedures with respect to the disconnection process are further described in these Conditions of Service.

If for any reason, the Customer's service needs to be disconnected by WNH (e.g. storm damage to Customer owned equipment, an order from the Electrical Safety Authority, etc.), the service will not be reconnected by WNH unless all aspects of the Customer's electrical equipment comply with these Conditions of Service.

To facilitate the maintenance of the Customer's equipment, the Customer may arrange with WNH the necessary power interruption. This service will be scheduled during WNH's normal business hours, Monday to Friday, and is not necessarily guaranteed. WNH will charge for power interruptions arranged at the Customer's request. Weekend outages may be arranged and additional charges may apply.

1.7.5 Repair of Customer Physical Structures

Depending on the ownership demarcation point, the 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 WNH and the Electrical Safety Authority.

The Customer is responsible for the maintenance and safety of its structural and mechanical facilities located on private property.



1.7.6 Testing Customer Load

The Customer shall allow WNH to install and use meters and other equipment to conduct tests to determine the electrical characteristics of the Customer's load.

1.7.7 WNH's Automatic Reclosing Facilities

In order to safeguard and protect the Distribution System, WNH installs facilities for automatic reclosing of circuit breakers and distribution reclosers and from time to time may change the reclosing time of any such reclosing facilities. The Customer shall be responsible for providing, at their expense:

- (a) adequate protective equipment for any electrical apparatus which might be adversely affected by WNH Reclosing Facilities; and
- (b) such equipment as may be required for the proper reconnection of any apparatus or equipment of the Customer, without adversely affecting the proper functioning of the WNH Reclosing Facilities.

1.7.8 Customer Protective Devices

In order to safeguard and protect the Distribution System, WNH installs facilities for the protection of WNH plant and coordination of WNH protection systems.

The Customer is responsible for ensuring the proper protection of Customer equipment and that the requirements of the OESC are met.

The Customer shall be responsible for providing at their own expense:

- (a) adequate protective equipment for any electrical apparatus which might be adversely affected by WNH operational practices or protective devices
- (b) such equipment as may be required for the proper disconnection of any apparatus or equipment of the Customer, without adversely affecting the proper functioning of WNH distribution plant.
- (c) such equipment as may be required by the OESC.

1.8 Dispute Resolution (Disputes)

The following outlines the Waterloo North Hydro Inc. (WNH) administrative procedure for resolving complaints by Customers and other market participants (Person) regarding services provided under the terms of the WNH Distribution Licence.



The Person shall submit their disputes in writing to WNH via postal mail or e-mail. Each complaint must include:

- (a) the name and address of the person or body making it,
- (b) the particulars of the complaint, and
- (c) any information or facts supporting the complaint or referral.

The complaint must be signed by the Person making it and, where it is made by a corporation or other body, the complaint must be signed by an authorized representative of the corporation or body.

The complaint must be addressed to the WNH staff representative currently dealing with the dispute. It is the responsibility of that staff member to forward the complaint to the responsible Vice President for that area of activity.

Upon receipt of the complaint, an acknowledgement will be sent by the appropriate staff representative, within 10 business days.

WNH shall investigate the complaint and attempt in good faith to resolve the dispute within 90 calendar days of receipt of the dispute. If resolution is expected to exceed the normal resolution period, WNH will advise the Person, including the reasons for the delay.

If WNH and the Person cannot reach a mutual agreement, WNH will refer the complaint to an independent third party resolution agency, which has been selected by the OEB. Until the OEB approves an independent third party complaints resolution agency, such complaints will be referred to the OEB, which has assumed this role.

WNH shall refer any disputes that lead to legal action against the corporation to our legal counsel.

All costs of the complaint resolution agency shall be shared equally by the Parties, and each Party shall be responsible for its own expenses, including counsel's fees, unless the award shall specify a different division of the costs.

WNH will keep records of all written complaints. These records will include the following:

- (a) Person's name and address
- (b) Nature of complaint
- (c) Resolution date
- (d) Results of resolution



SECTION 2 - DISTRIBUTION ACTIVITIES (GENERAL)



2.1 Connections

The supply of Electricity is conditional upon WNH being permitted and able to provide such a supply, obtaining the necessary apparatus and material, and constructing works to provide the service. Should WNH not be permitted or not be able to supply Electricity, it is under no responsibility to the Customer whatsoever.

The Customer shall contact WNH to request a Service Layout prior to installing any electrical equipment or apparatus. WNH will review the availability of electrical supply and determine the required electrical service entrance location, metering location, and specific servicing requirements.

Customers requesting a connection must abide by the terms and conditions of this document in addition to the applicable regulations and codes. For details about connections to specific Customer classes, please refer to Section 3 of this document.

There shall be only one (1) point of supply provided per individual property. Existing properties with more than one (1) service will be required to combine them when any change is required to the service. Where installations require more than one electrical supply for loading or reliability reasons, the Customer shall consult with WNH as early as possible for specific supply requirements.

If the distance from the street property line to the service entrance is in excess of 60 meters (200 ft.), WNH may require that the service be designed and installed at primary voltage.

For all Customers, WNH will respond to a written request for a Connection within five (5) business days of receipt of the request. WNH will normally make an Offer to Connect within sixty (60) calendar days of receipt of all necessary information required from the Customer unless other necessary information outside the Distributor's control is required before the offer can be made.

For Generators and Embedded Distributors, WNH will follow the time lines set out in the latest edition of the Distribution System Code for responding to a written request for a Connection, providing an initial consultation regarding the connection process, making an Offer to Connect and any other applicable steps as set out by the DSC.

No connection will be made until a Connection Authorization is received from the Electrical Safety Authority indicating that all Customer owned equipment has met the requirements OESC.



2.1.1 Service that Lies Along / Offer to Connect

WNI will make an “Offer to Connect” to its distribution system if the proposed construction “lies along” any of the lines of WNI’s distribution system and if the owner, occupant or other person in charge of the construction requests the connection in writing.

For the purposes of these Conditions of Service, "lies along" means a Customer property or building that is directly adjacent to WNI’s existing distribution facilities of the appropriate voltage and capacity and that can be connected without an expansion or enhancement to the distribution system.

A building that lies along a distribution line may be refused connection to that line should the distribution line, in the opinion of WNI, not meet the conditions required in order to connect new load to that line.

2.1.2 Expansions / Offer to Connect

If the Customer’s proposed construction does not lie along WNI’s distribution facilities and WNI must construct new or reinforce existing facilities within its distribution system to be able to make the connection, WNI will determine whether or not system enhancements or expansions are required. If an expansion is required, WNI will perform an economic evaluation in order to determine if a capital contribution will be required from the Customer. An economic evaluation based on WNI’s estimation of the Customer’s load revenue will offset the capital and on-going maintenance costs of the expansion project. The cost will include both the expansion of the system attributable directly to the Customer’s project as well as the cost for the general enhancement of the system to supply the ongoing load increases created by the development.

Note that, for new residential subdivisions, system expansions are required to provide electrical servicing to individual lots.

Additional securities and load guarantees may be required from the Customer depending on details of the project. Customers should contact WNI for more information on the "Economic Evaluation for Contributed Capital".

2.1.3 Connection Denial

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

- a) Contravention of existing laws of Canada and the Province of Ontario
- b) Violations of conditions in WNI’s License



- c) Use of a distribution system line for a purpose that it does not serve and that WNH does not intend to serve
- d) Adversely affect the reliability and/or safety of the distribution system
- e) Public safety reasons or 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 WNH's distribution system
- g) A material adverse effect on the quality of the Distribution Services received by an existing connection
- h) Discriminatory access to Distribution Services
- i) Potential increases in monetary amounts that already are in arrears with WNH
- j) If an electrical connection to WNH's distribution system does not meet WNH's design requirements or has not been inspected by WNH during construction as required by these Conditions of Service.

Waterloo North Hydro is not obligated to connect a building within its service territory if the person requesting the connection owes WNH money for Distribution Services or for any other conditions not satisfied in these Conditions of Service.

If WNH refuses to provide an "Offer to Connect" for any of the aforementioned reasons, WNH will inform the Customer in writing of the reasons for the denial. It is then the responsibility of the Customer to provide a remedy to resolve the issue, before an "Offer to Connect" can be made.

2.1.4 Inspections Before Connection

All Customer electrical installations shall be inspected and approved by the Electrical Safety Authority (ESA) and must also meet WNH's requirements. The Customer must install all Customer owned equipment in accordance with the requirements of the OESC. Connections will not be made until a 'Connection Authorization' is received from the Electrical Safety Authority.

The location of the Customer's service entrance equipment will be subject to the approval of WNH and the ESA.

WNH requires notification from the ESA of this approval prior to the energization of any new or altered electrical service, including all services that have been disconnected for any reason for more than 6 months.

Temporary services, typically used for construction or trailer connection purposes and for a period of twelve (12) months or less, must be approved by the ESA. The owner of the service is required to have the service re-inspected should the period of use exceed twelve (12) months.

Customer owned substations must be inspected by both the ESA and WNH.



Duct banks shall be inspected and approved by WNH prior to the pouring of concrete. The Customer shall provide WNH with minimum two (2) business days notice prior to pouring concrete. Failure to do so may result in connection denial.

Transformer or Electrical Equipment Vaults or Rooms require inspection and certification from three parties:

1. The Municipal Building and Inspections Division inspects these vaults to the requirements of the Ontario Building Code.
2. The Electrical Safety Authority inspects these vaults to the requirements of the OESC. A Connection Authorization from the Electrical Safety Authority including inspection of the Transformer Room is required prior to connection of the electrical service.
3. WNH must inspect and approve these structures prior to the installation of utility equipment.

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

2.1.5 Relocation of Plant

When requested to relocate distribution plant, WNH will exercise its rights and discharge its obligations in accordance with existing acts, by-laws and legislation such as the Public Service Works on Highways Act, regulations, formal agreements, easements and common law.

The cost for relocation of plant within a road allowance, at the request of a road authority and within five (5) years of the plant's date of installation, shall be one hundred percent (100%) payable by the road authority.

The cost for relocation of plant within a road allowance due to Developer driven work shall be one hundred percent (100%) payable by the Developer.

Plant relocation projects involving change of infrastructure from overhead systems to underground systems within a road allowance shall be one hundred percent (100%) payable by the requesting party.

If during the operation, maintenance or upgrading of the WNH Distribution system, Customer owned equipment is required to be operated or Customer owned conductors are required to be relocated or extended, WNH will not be responsible for failure of the Customer's conductors/equipment due to its condition or age. The repair/replacement of



Customer owned equipment or the extending of Customer owned conductors will be at the Customer's expense.

In the absence of existing agreements, WNH is not obligated to relocate plant. If relocation is feasible, the requesting party will be required to pay 100% of the relocation costs and any other costs associated with the relocation. Where such relocation will require the replacement of the plant onto private property not owned by the requesting party, it shall be the responsibility of the requesting party to complete negotiations for easements with the land owner to the satisfaction of and at no cost to WNH.

2.1.6 Easements

Easements are required whenever WNH's 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 property. To maintain the reliability, integrity and efficiency of the distribution system, WNH has the right to have distribution facilities on private property registered against title to the property.

Easements may be requested by WNH at a subdivision's draft plan approval stage, site plan review application, zone change application, committee of adjustment, building permit application, request for service or any other appropriate stage in the site development process.

Prior to energization of the service, the Customer shall grant or obtain, at no cost to WNH, easements to permit installation and maintenance of service and distribution facilities and easements that may be required for the future electrical needs of the distribution system. The width and extent of these easements shall be determined by WNH and shall be granted by the Customer.

The Customer will prepare, at their cost, a reference plan and supply four (4) copies of the deposited reference plan to WNH. The preparation and the registration of the easement documents will be completed by WNH's Solicitor at the Customer's cost.

Details of WNH's easement requirements will be provided to the Customer upon review of the Application for Service.

2.1.7 Contracts

2.1.7.1 Contract for New or Modified Electricity Services

WNH shall only connect a Building for a new or modified supply of electrical service upon receipt by WNH of the following:

1. all requested information,



2. a completed and signed Electric Service Application Form,
3. payment to WNH of any applicable Connection Charges,
4. receipt of a Connection Authorization from the Electrical Safety Authority, and
5. other Conditions of Service as may apply to the requested connection.

WNH, at its discretion, may also require a Customer, Generator or Embedded Distributor to enter into a Connection Agreement with WNH which may include terms and conditions in addition to those expressed in these Conditions of Service.

2.1.7.2 Implied Contract

In all cases, notwithstanding the absence of a written contract, WNH has an implied contract with any Customer that is connected to WNH's distribution system and receives Electricity and Distribution Services from WNH. The terms of the implied contract are consistent with these Conditions of Service, the Ontario Energy Board's Rate Handbook, WNH's rate schedules, WNH's license and the Distribution System Code, as amended from time to time.

Any Person or Persons who take or use Electricity and Distribution Services from WNH shall be liable for payment for such. Any implied contract for the supply for Electricity and Distribution Services by WNH shall be binding upon the heirs, administrators, executors or assigns of the Person or Persons supplied by WNH.

2.1.7.3 Special Contracts

Connections to WNH's electrical distribution system may at times require special contracts that define responsibilities related to operational control, special circumstances permitting a second supply, metering issues and arrangements to prevent paralleling of distribution feeders, etc.

Upon recognition of special circumstances WNH will notify the Customer of the requirement for a special contract to address concerns related to safety, reliability of supply and other relevant issues.

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



In certain circumstances, a connection and/or operating agreement may be required between WNH and the Customer. WNH will advise the Customer in advance of the connection if a special contract is required.

2.1.7.4 Payment by Building Owner

If an electrical service is scheduled to be disconnected for non-payment by the tenant of a building, the owner of the building will be given the option of taking over the account and settling arrears to keep continuity of service.

2.1.7.5 Opening and Closing of Accounts

A Customer who wishes to open or close an account for the supply of Electricity and Distribution Services by WNH shall contact WNH by phone, by written request (including requests submitted by facsimile), through WNH's website, or by other means acceptable to WNH.

The Customer shall be responsible for payment to WNH for the supply of Electricity and Distribution Services until WNH receives notice of account closure from the Customer or authorized retailer.

2.2 Disconnection

2.2.1 Reasons for Disconnection

WNH reserves the right to disconnect the supply of electrical energy to a Customer for causes including but not limited to:

- a) Contravention of the laws of Canada or the Province of Ontario
- b) Adverse effects on the reliability and safety of the distribution system
- c) Imposition of an unsafe worker situation beyond the normal risks inherent in the operation of the distribution system
- d) A material decrease in the efficiency of WNH's distribution system
- e) A material adverse effect on the quality of Distribution Services received by an existing connection
- f) Requests by authorities such as the Fire Department, Police Department, or the Electrical Safety Authority
- g) Discriminatory access to Distribution Services
- h) Inability of WNH to perform planned inspections and maintenance.
- i) Failure of the Customer to comply with a directive of WNH that WNH makes for purposes of meeting its license obligations.
- j) Overdue amounts payable to WNH for the distribution or retail of Electricity.
- k) Failure to pay deposit when required.
- l) Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion.



- m) Energy diversion, fraud or abuse on the part of the Customer.
- n) Any other conditions identified in these Conditions of Service.

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

2.2.2 Disconnection and Reconnection

Overdue amounts payable to WNH are subject to the collection process and may ultimately lead to the service being discontinued. No disconnect action will be taken until the Customer has been issued a disconnect notice by hand delivery, prepaid mail, or by posting the notice on the property in a conspicuous place. Reasonable efforts will be made to establish direct contact with the Customer. Service will be restored once satisfactory payment has been made, including the costs of reconnection. Discontinuance of service does not relieve the Customer of the liability of arrears.

Bills are normally due no less than nineteen (19) calendar days following the billing date. Due dates falling on a non-business date become payable on the first business date following the due date. Collection actions may commence on the next business day following the due date if an outstanding balance remains. These collection actions may include one or all of the following:

- a) The issuance of a reminder notice by telephone, electronic mail (e-mail) or regular mail,
- b) A collection call to the premises to deliver disconnect notice (door hanger)
- c) A follow up telephone call 48 hours prior to the scheduled date of disconnection

A reconnection charge shall be paid prior to reconnection for those services disconnected for non-payment.

Service disconnection may also occur upon discovery that a hazardous condition or electrical backfeed exists. WNH will notify the Customer to rectify the condition at once. In case the Customer fails to make satisfactory arrangements to remedy the condition within seven (7) calendar days after a disconnect notice has been given to the Customer, the service may be disconnected and not restored until satisfactory arrangements to remedy the condition have been made. Disconnect notices will be in writing and if delivered by mail shall be deemed to be received on the third (3rd) business day after mailing.

WNH shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service.

Upon receipt of a Disconnection request by the Customer, WNH will disconnect and/or remove WNH's connection assets at the Customer's cost.



If a Customer's service is disconnected for any reason, it will not be reconnected by WNH until the service is brought up to the present standards as defined in these Conditions of Service. Services that have been disconnected for hazardous condition or electrical backfeed conditions must be re-inspected and approved by the ESA prior to reconnection.

2.2.3 Unauthorized Energy Use

WNH reserves the right to disconnect the supply of electrical energy to a Customer for causes including but not limited to energy diversion, fraud or abuse on the part of the Customer. The disconnected service may not be reconnected until the service is brought up to the present standards as defined in these Conditions of Service document, and full payment is made to WNH, including all costs incurred by WNH arising from unauthorized energy use, including inspections, repair costs and the cost of disconnection and reconnection. Services that have been disconnected for Unauthorized Energy Use must also be re-inspected and approved by the ESA prior to reconnection.

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guaranty of Supply

WNH will endeavour to use reasonable diligence in providing a regular and uninterrupted supply but does not guarantee a constant supply or the maintenance of unvaried frequency or voltage and will not be liable for 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. Customers may require special protective equipment on their premises to minimize the effect of momentary power interruptions.

WNH will endeavour to maintain voltage variation limits, under normal operating conditions, at the Customer's delivery points, as specified in the latest edition of the Canadian Standards Association, C235 (latest edition) "Preferred Voltage Levels for AC Systems, 0 to 50,000V".

Customers requiring a three-phase supply shall install protective apparatus to avoid damage to their equipment caused by the interruption of one phase, or non-simultaneous switching of phases on WNH's distribution system.



Although it is WNH's practice to minimize inconvenience to Customers, it may be necessary to occasionally interrupt a Customer's supply to maintain or improve WNH's system, or to provide new or upgraded services to other Customers. Whenever practical and cost effective, as determined by WNH, arrangements suitable to the Customer and WNH will be made to minimize any inconvenience.

WNH will endeavour 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 WNH or to the public, service may be discontinued without notice.

Depending on the outage duration and the number of Customers affected, WNH may issue a news release to advise the general public of the outage.

WNH is not liable for damages to Customer equipment due to Force Majeure or variations in voltage or poor power quality from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the transmitter or host distributor.

2.3.2 Power Quality

2.3.2.1 Testing

In response to a Customer's power quality concern, where the utilization of electric power affects the performance of electrical equipment, WNH will verify the power supply at the Customer's service entrance.

Where it is deemed a system delivery issue and where industry standards are not met, WNH will take appropriate actions to control power disturbances found to be detrimental to the Customer. If WNH is unable to correct the problem without adversely affecting other WNH Customers, then it is not obligated to make the corrections. WNH will use appropriate industry standards (such as IEC or IEEE standards) and good utility practice as guidelines.

Where the problem lies on the Customer's side of the system, the Customer will be notified of WNH's test results. WNH may seek reimbursement from the Customer for the costs incurred in its investigation.

For stray voltage complaints, appropriate WNH testing procedures and OEB Distribution System Code requirements apply.



2.3.2.2 *Prevention of Voltage Distortion on the Distribution System*

Customers having non-linear loads shall not be connected to WNH's distribution system unless power quality is maintained by implementing proper corrective measures such as installing proper filters and/or grounding. To ensure that the distribution system is not adversely affected, power electronic equipment installed must comply with IEEE Standard 519 (latest edition). The voltage harmonic distortion limits are 3% on any individual frequency and 5% on total harmonic distortion.

Three-phase Customers shall limit their load unbalance to within 10%. At no time shall the Customer's voltage unbalance exceed 5 %.

2.3.2.3 *Obligation to Help in the Investigation*

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

2.3.2.4 *Timely Correction of Deficiencies*

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

2.3.2.5 *Notification for Interruptions*

Although it is WNH's practice to minimize inconvenience to Customers, it may be necessary to occasionally interrupt a Customer's supply to maintain or improve WNH's system, or to provide new or upgraded services to other Customers. Whenever practical and cost effective, as determined by WNH, arrangements suitable to the Customer and WNH will be made to minimize any inconvenience. WNH will endeavour to notify Customers prior to interrupting the supply to any individual service.

2.3.2.6 *Critical Customer Notification*

Customers with medical conditions requiring life support systems are encouraged to register with WNH as a Critical Customer by completing the Critical Customer form available on the WNH web site and having it endorsed by their physician.. Customers



are responsible for ensuring that the information they provide to WNH is accurate and up to date.

Customers who require an uninterrupted source of power for medical related equipment must provide their own back up equipment for these purposes.

Although WNH does not guarantee the availability of power or the length of any power interruption, we will make every effort to mitigate length of interruption and where practical will provide advanced notice.

2.3.2.7 Emergency Interruptions for Safety

WNH will endeavour to notify Customers prior to interrupting the supply to any service, however, if an unsafe or hazardous condition is found to exist, or if the use of electricity by apparatus, appliances, or other equipment is found to be unsafe or damaging to WNH or to the public, or in response to a shortage of supply, service may be discontinued without notice.

2.3.2.8 Emergency Service (Trouble Calls)

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

When power is interrupted, the Customer should first ensure that failure is not due to blowing of fuses or open breakers within their installation. If there is a partial power failure, the Customer should obtain the services of an electrical contractor to carry out the necessary repairs. If, on examination, it appears that WNH's main source of supply has failed, the Customer should report these conditions at once to WNH by calling the contact number listed in Section 1.5.

2.3.2.9 Outage Reporting

WNH operates a Control Room 24 hours a day to provide emergency service to Customers. Customers should report these conditions at once to WNH by calling the contact number listed in Section 1.5. Depending on the outage, duration and the number of Customers affected, WNH may issue a news release to advise the general public of the outage.



2.3.3 *Electrical Disturbances*

WNI shall not be held liable for the failure to maintain supply voltages, as defined in Section 2.3.5 of these Conditions of Service, within standard levels due to Force Majeure.

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

Some types of electronic equipment, such as video display terminals, can be affected by the close proximity of high electrical currents that may be present in transformer rooms, electrical rooms, service entrances etc. WNI 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 supply completely free from fluctuations and disturbances must provide their own power conditioning equipment for these purposes.

2.3.4 *Standard Voltage and Transformation Offerings*

2.3.4.1 *Voltage*

Standard secondary supply voltages are as follows:

- Single phase, 3 wire, 120/240 volts
- Three phase, 4 wire, 208/120 volts
- Three phase, 4 wire, 600/347 volts

All high voltage Distribution Services are three-phase, four-wire. Standard primary supply voltages are as follows:

- 27.6/16 kV
- 13.8/8 kV

Standard supply voltages may not be available in all areas. The Customer must contact WNI to confirm available supply voltage and capacity. The voltage supply to be provided will be determined upon application to WNI.



2.3.4.2 Transformation

WNH will supply transformation up to the limits specified in Table 1. In all cases, these limits may be revised due to specific system or connection constraints or for other reasons and are at the sole discretion of WNH.

In areas supplied by primary voltages other than those noted, proposed connections will be evaluated and system connection limitations provided on a case by case basis.

Transformation will be vault, pad, or pole-mounted depending on the project requirements and the configuration of WNH's distribution system at the point of supply. In general, services larger than 400A will be supplied from pad-mounted transformers or vault rooms.

Table 1. – Maximum WNH Supplied Transformation.

System Primary Voltage	Secondary Voltage	Maximum Transformer Size Supplied by WNH	Maximum Total Transformation Supplied by WNH
27.6 kV	600/347V (3ph)	1,500 kVA	5,000 kVA
13.8 kV	600/347V (3ph)	1,500 kVA	2,500 kVA
27.6 kV	208/120V (3ph)	500 kVA	5,000 kVA
13.8 kV	208/120V (3ph)	500 kVA	2,500 kVA
27.6 or 13.8 kV	120/240V (1ph)	167 kVA	835 kVA

Note that multiple service voltages will not be provided. Also note that for installations requiring more than one transformer, a looped supply will be provided by WNH at the Customer's expense. This may include additional primary cable and associated switching equipment. Unless extenuating circumstances exist, no more than 5 transformers will be provided by WNH per site.

Transformation requirements that involve larger or more transformers than specified above are the responsibility of the Customer. All Customer owned transformers must meet CSA Standard C802.1-00 or latest revision for energy efficiency. It is recommended that Customers' transformers have voltage taps in their primary windings. (Four (4) full rated taps: -5%, -2¹/₂%, 0, +2¹/₂%, +5%).

Information required about Customer owned transformer installations for WNH approval include:

- a) Details of the transformer, including standards, kVA capacity, short circuit rating, primary and secondary voltages, impedance and cooling details.



- b) A site plan of the transformer station showing the equipment layout, proposed primary connections, grounding and fence details, where applicable.
- c) A complete protection co-ordination study for WNH’s information.

2.3.4.3 Available Fault Current

All Customer owned primary (rated above 750 V) protection equipment shall meet the following requirements:

Nominal System Voltage	Maximum 3 ph. Short Circuit MVA (Amps Sym.)	Maximum Line to gnd. Short Circuit Amps
13.8/8 kV	500 (20,919)	10,000
27.6/16 kV	800 (16,735)	12,000

Secondary equipment (rated less than 750 V) short circuit ratings are available upon request to WNH.

2.3.5 Voltage Guidelines

WNH will exercise due diligence in maintaining the service voltage at the Customer’s service entrance or point of demarcation within the guidelines of C.S.A. Standard CAN3-C235 (latest edition) “Preferred Voltage Levels for AC Systems, 0 to 50,000V”.

Where the voltages consistently lie outside the indicated limits for Normal Operating Conditions, improvements or corrective action will be taken on a planned and programmed basis.

Where voltages consistently lie outside the indicated limits for Extreme Operating Conditions, improvements or corrective action will be taken as soon as possible. The urgency for such action will depend on many factors such as the location and nature of the load, the circuits involved and the extent to which limits are exceeded with respect to voltage levels and duration, etc.

2.3.6 Back-up Generators

Customers with portable or permanent emergency generation facilities shall comply with all applicable criteria of the OESC. In particular, the Customer shall ensure that the Customer’s emergency generation does not parallel with WNH’s system. Installations, which do not conform to the OESC and/or may potentially cause back-feed into WNH’s distribution system, are considered unsafe installations and will be disconnected as per these Conditions of Service.



2.3.7 Metering

Complete WNH metering requirements are listed in the Distribution System Code and the “WNH Metering Specifications” document. It is the Customer’s responsibility to ensure that they are familiar with the latest versions of these documents.

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

Multi-Unit Sites: WNH will provide individual revenue metering for multi-unit sites, unless otherwise provided under the Energy Consumer Protection Act

Metered Market Participants in the Independent Electricity System Operator (IESO) administered wholesale market must meet IESO Wholesale Metering requirements in addition to the requirements noted herein.

2.3.7.1 General

The Customer must provide a convenient and safe location satisfactory to WNH, for the installation of meters, wires and ancillary equipment. The location allocated by the Customer for WNH metering shall provide direct access from outside for WNH staff unless otherwise agreed to by WNH. WNH will not accept new meter locations in basements.

Meters for new or upgraded residential services will be mounted outdoors on a meter socket approved by WNH.

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

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

2.3.7.2 Ancillary Equipment

Any compartments, cabinets, boxes, sockets or other workspace provided for the installation of WNH’s metering equipment shall be for the exclusive use of WNH. No equipment, other than that provided and installed by WNH, may be installed in any part of the WNH metering workspace.



2.3.7.3 *Interval Metering*

All services with annual average monthly peak loads of 200 kW or larger shall have interval metering. At the discretion of WNH interval metering may be required for loads under this threshold.

Prior to the installation of an interval meter by WNH, the Customer must make satisfactory arrangements with WNH to accommodate the interval metering including Customer provided and maintained auxiliary power and communications circuits.

Any Customer wishing to participate in the spot market pass-through pricing is required to have interval metering or an OEB approved load profile.

Existing Customers that request interval metering shall compensate WNH for all incremental costs associated with the interval metering installation, including the above requirements, the capital costs of the interval meter, ongoing maintenance (including allowance for meter failure), verification and reverification of the meter, and the stranded asset cost of the redundant metering.

2.3.7.4 *Meter Reading*

The Customer must provide or arrange free, safe and unobstructed access during WNH regular business hours to any authorized representative of WNH for the purpose of meter reading, meter changing, or meter inspection. Where premises are closed during WNH's normal business hours, the Customer must, on reasonable notice, arrange such access during WNH regular business hours.

2.3.7.5 *Final Meter Reading*

When a service is no longer required, the Customer shall provide sufficient notice of the date the service is to be discontinued so that WNH can obtain a final meter reading as close as possible to this date. The Customer shall provide access to WNH 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, a division of Industry Canada. WNH's revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.



In the event of incorrect electricity usage registration, WNH will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. WNH will correct the bills for that period in accordance with the regulations under the Electricity and Gas Inspection Act.

WNH shall reimburse the Customer for any over collection of charges based on the estimated energy supplied. The Customer shall reimburse WNH for any under collection of costs based on the estimated energy supplied.

Billing errors will be calculated using the actual rates in place during the time of the error.

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, WNH will correct the bills for that period in accordance with the regulations under the Act.

2.3.7.7 Meter Dispute Testing

The Customer may request WNH to check the accuracy of the metering installation and report the results to the Customer. A WNH Check Meter Charge will be applied to the Customer's account.

If the Customer remains unsatisfied, Measurement Canada will be contacted to resolve the metering dispute. If the meter is found to be accurate, the Customer will be required to pay for the costs incurred by WNH during the dispute resolution process including any costs levied by Measurement Canada.

Charges are set out in the WNH "Schedule of Rates" available from WNH and as posted on WNH's web site.

2.4 Tariffs and Charges

2.4.1 Service Connection

All connection costs are in accordance with Section 3.1 of the Distribution System Code.

Where an owner proposes a development or project that requires WNH to enter into contract(s) for labour, material and /or equipment, the owner is required to sign the



necessary Agreement and furnish a deposit as determined by WNH prior to the entry into such contracts.

2.4.1.1 Residential

Connection costs for new residential services include a basic connection cost which is payable by WNH and a variable connection charge which is payable by the Customer.

The basic connection cost includes the following components:

- a) supply and installation of overhead distribution transformation capacity or an equivalent credit for transformation equipment; and
- b) up to 30 meters of overhead conductor or an equivalent credit for underground services.

The variable connection charge is based on the actual connection cost over and above the basic cost noted above. This includes incremental costs associated with underground servicing, services with more than 30 m of conductor, or services that are larger than 200A.

2.4.1.2 Non-Residential

All connection costs for new non-residential services are paid by the Customer. Where WNH supplied transformation forms part of the connection, supply only of the transformer will be paid for by WNH. Non-residential Customer classes include general service, large user, unmetered scattered load, and street lighting.

Connection costs include labour, equipment, and materials associated with the connection including but not limited to lines, taps, fuses, switches, primary and secondary cable/terminations, and some metering equipment.

Connection costs (based on individual service connection cost estimates) are to be paid for by the Customer prior to the commencement of any connection work by WNH crews. In addition, a deposit may be required up front to secure orders for WNH supplied transformers.

2.4.1.3 Distribution Services

Charges for Distribution Services are set out in the Schedule of Rates available from WNH and as posted on WNH's web site. Notice of Rate revisions will be published in major local newspapers. Information regarding changes will be mailed to all Customers with the first billing issued at the revised rates.



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

2.4.2 Energy Supply

2.4.2.1 Standard Service Supply (SSS)

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

New Customers wishing to obtain a supply of electrical energy from WNH shall comply with these Conditions of Service.

2.4.2.2 Retailer Supply

Customers transferring from or to Standard Service Supply (SSS) to or from a competitive retailer shall comply with the Service Transfer Request (STR) requirements as outlined in sections 10.3 through 10.5.6 of the Retail Settlement Code.

All requests shall be submitted to WNH electronically. These Service Transfer Requests (STR) shall contain information as set out in section 10.3 of the Retail Settlement Code. If the information is incomplete, WNH shall notify the retailer or Customer about the specific deficiencies and await a reply before proceeding to process the transfer.

2.4.2.3 Wheeling of Energy

All Customers considering delivery of electricity through the WNH distribution system are required to contact WNH for technical requirements and applicable tariffs.

2.4.3 Deposits

WNH purchases electricity and transmission services on behalf of all its Customers and then recovers the cost, along with the cost of distribution, through Customer billings. As Customers switch to competitive retailers, and depending on the billing options chosen, the amount of financial exposure for WNH will vary and therefore the security deposit amount shall be adjusted to reflect the new level of exposure.

All security deposit requirements are in accordance with Section 2.4 of the Distribution System Code and Section 8 of the Retail Settlement Code.



The form of payment of a security deposit for all Customers shall be cash, cheque, credit card or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, 1991, c.46.

All services disconnected due to non-payment may be reconnected after arrangements are made for payment of a security deposit, reconnection charge in addition to any arrears.

Security deposits will be returned to the Customer based on the following:

- The establishment of a good payment history – see section 2.4.3.3 for residential Customers and section 2.4.3.4 for all other Customer classes,
- A Customer switching to retailer-consolidated billing,
- Termination of Service.

2.4.3.1 Deposit Amount

The maximum amount of a security deposit, which WNH may require a Customer to pay, shall be calculated in the following manner:

Billing cycle factor multiplied by the estimated bill based on the Customer's average monthly load with WNH during the most recent 12 consecutive months within the past two years. Where relevant usage information is not available for the Customer for 12 consecutive months within the past two years, WNH shall base the Customer's average monthly load on a reasonable estimate.

The billing cycle factor is 2.5 for a Customer who is billed monthly and 1.75 for a Customer who is billed bi-monthly.

Where a Customer has a payment history which discloses more than one disconnection notice in a relevant 12 month period, WNH will use the Customer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years for the purposes of making the calculation of the maximum amount of security deposit.

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

Service will be withheld for non-payment of the security deposit.



2.4.3.2 *Billing Options and Deposits*

a) Retailer Consolidated Billing:

Under this option, WNH will not issue a bill to a Customer. The Retailer is responsible for issuing the bill to the Customer and the Retailer is responsible for Customer non-payment risk. Under this billing option, WNH would not require a security deposit from the Customer.

If WNH is in possession of a Customer's security deposit at the time of a switch to retailer-consolidated billing, the security deposit, plus any accrued interest, shall be applied to the final bill, issued by WNH. Any excess amount shall be returned to the Customer. The Customer is still responsible to WNH for the payment of any outstanding balances on their account following the application of the security deposit to their final bill.

b) Distributor-Consolidated Billing:

Under this option, WNH will be responsible for issuing a bill to the Customer and will be responsible for Customer non-payment risk. WNH may impose a security deposit depending upon our assessment of the Customer's potential risk of non-payment.

c) Split Billing:

Under this option, WNH and a Retailer will each issue a bill to the Customer. As such, WNH and a Retailer shall each be responsible for Customer non-payment risks for the bills that each issues to the Customer. If a Customer already has a security deposit with WNH, a portion of the security deposit that reflects the non-payment risk associated with the new billing option will be retained by WNH. Any excess security deposit amount will be returned to the Customer.

d) Standard Service Supply:

Under this option, WNH will continue to be responsible for issuing a bill to the Customer and will continue to be responsible for Customer non-payment risk. WNH may impose an amount of security deposit depending upon our assessment of the Customer's potential risk of non-payment.

Security deposits shall be adjusted, based on actual billing history, every twelve months.



2.4.3.3 Residential Security Deposits

Residential Customers will be required to pay a security deposit. A security deposit may be waived subject to the following:

- a) Good payment history of one (1) year with WNH, another electricity distributor or gas distributor in Canada.
- b) At the Customer's expense, a credit check satisfactory to WNH

A Customer is deemed to have a good payment history unless within the most recent 12 month period:

- a) The Customer has received more than one disconnection notice,
- b) The Customer has more than one cheque returned for insufficient funds,
- c) The Customer has more than one pre-authorized payment returned for insufficient funds or,
- d) A disconnect/collect trip has occurred.

2.4.3.4 Non-residential Security Deposits

Non-residential Customers will be required to pay a security deposit. A security deposit may be waived subject to the following:

- a) Non-residential Customers in a < 50kW demand rate class
 - i. Good payment history of five (5) years with WNH.
 - ii. Proof of a good payment history of five (5) years with another electricity distributor or gas distributor in Canada.
 - iii. Credit check satisfactory to WNH. The cost of such credit check shall be at the expense of the Customer.
- b) Non-residential Customers in any other rate class
 - i. Good payment history of seven (7) years with WNH.
 - ii. Proof of a good payment history of seven (7) years with another electricity distributor or gas distributor in Canada.
 - iii. Credit check satisfactory to WNH. The cost of such credit check shall be at the expense of the Customer. A Customer in a >5,000 kW demand rate class cannot use a credit check.

For non-residential Customers over 5,000 kW who have maintained a good payment history for seven (7) years, WNH will refund 50% of the deposit. To obtain a higher refund of the deposit, the Customer must obtain a credit rating agency report from Dominion Bond Rating Service (DBRS), Standard & Poors (S&P) or Moody's. A credit



rating replaces good payment history and the refund amount will depend on the individual rating in accordance with Table 2:

Table 2

<i>Credit Rating</i> <i>(Using Standard and Poor's Rating Terminology)</i>	<i>Allowable Reduction in Security Deposit</i>
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%

A Customer is deemed to have a good payment history unless:

1. The Customer has received more than one disconnection notice,
2. The Customer has more than one cheque returned for insufficient funds,
3. The Customer has more than one pre-authorized payment returned for insufficient funds or,
4. A disconnect/collect trip has occurred.

2.4.4 Billing Cycle/Classification

WNH may, at its option, render bills to its Customers on either a monthly, bi-monthly, quarterly or annual basis. Other billing frequency intervals may apply, depending on specific Customer or WNH/OEB requirements. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by WNH.

All existing non-residential Customers will have their appropriate rate class determined by the average monthly peak demand over a calendar year.

Rate classification review shall be done on an annual basis with a provision for one interim Customer initiated classification review using the average demand for a period of 5 consecutive months.

Customers will be provided with at least one billing cycle's notice before any changes are made to their existing rate classification.

For new Customers without prior billing history, the average monthly peak demand will be based on a demand calculated by WNH of up to 80% of the proposed service capacity.



The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising WNH. Section 1.8 provides further information on the WNH dispute resolution process.

2.4.5 Payments and Late Payment Charges

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

Outstanding bills are subject to the collection process and may ultimately lead to the service being discontinued unless satisfactory payment arrangements are made - see section 2.2.2

The Customer will be required to pay additional charges for the processing of any returned cheques.

Customers will pay special charges and deposits, on request, which may arise from a variety of conditions such as:

- Energy Deposit. See section 2.4.3
- Account Set up or Change of Occupancy Charge.
- Collection Notification Charge. Applies when disconnect or related collection notice is hand delivered to the Customer.
- Credit Card Service Fee. A charge assessed by third party credit card agency for processing payment by credit card.

Customers may pay their electricity bills using any of the following methods:

- cheque or money order: mailed with the remittance stub portion of the bill to WNH at the address on the stub or delivered to our office;
- cash/debit/credit : in person at our office, during normal business hours;
- through most Canadian financial institutions, in person, by internet or telephone or;
- credit card: using the WNH approved third party payment agent. A service fee is added to the Customer's credit card by this agent.

All payments must be in Canadian dollars.

WNH offers an Automatic Payment Plan or Equal Payment Plan.



2.5 Customer Information

A third party who is not a retailer may request historical usage information with the written authorization of the Customer to provide their historical usage information. WNH may charge a fee that has been approved by the OEB for Customer information requests.

At the request of a Customer, WNH will provide a list of retailers who have Service Agreements in effect within its distribution 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 Standard Service Supply.

Upon receiving an inquiry from a Customer connected to its distribution system, WNH will either respond to the inquiry if it deals with its own Distribution Services or provide the Customer with contact information for the entity responsible for the item of inquiry, in accordance with applicable sections, including Chapters 7 and 11, of the Retail Settlement Code.

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

In addition to the above requirements, Customer information that WNH has access to is governed by the Personal Information Protection and Electronic Documents Act.



SECTION 3 - CUSTOMER CLASS SPECIFIC



3.1 Residential

This classification applies to an account taking electricity at 750 volts or less where the electricity is used exclusively in a separate metered living accommodation. Customers shall be residing in single-dwelling units that consist of a detached house or one unit of a semi-detached, duplex, triplex or quadruplex house, with a residential zoning. Separately metered dwellings within a town house complex or apartment building also qualify as residential Customers. All services provided to Residential class Customers are single-phase.

Apartment or high rise condominium buildings requiring a three-phase service are covered in Sections 3.3 and 3.4, General Service Customers, as applicable. Apartment buildings or Condominiums that are bulk metered will be billed at the appropriate General Service rate.

Based on information provided, WNH will change a residential account to a “commercial rate” if six or more units are declared against one metered service

All new apartment building or condominium dwelling units shall be metered individually and will be billed at the Residential rate. Common or house meters will be billed at the appropriate General Service rate.

New Residential Subdivisions or Multi-Unit Developments involving a number of residential units where a Development Agreement, Subdivision Agreement or Site Plan Agreement is required by a municipality within WNH's service area may require a capital contribution for expansion work. Refer to Section 2.1.2, Expansions / Offer to Connect, for details. The Developer is required to enter into a Subdivision Agreement with WNH and to pay WNH deposit(s) for ordering of equipment and associated design and construction work for the installation of the proposed underground electrical distribution system. This amount shall be paid concurrently with the signing of the Subdivision Agreement.

3.1.1 Demarcation Point

Overhead: Customer's service mast or Customer's first service pole that must be located within 30m (100ft) of the closest connection point on WNH's system that lies along the building.

Underground: Line side of Customer's meter base for a typical service located less than 30 m (100ft) inside property line. For non-typical arrangements, WNH will determine the demarcation point on a case by case basis.



3.1.2 Metering

Meter bases, for new and upgraded services, must be inspected and approved by WNH prior to the service being energized. Location, mounting height and approved meter base models are outlined in the latest edition of the “Waterloo North Hydro Electric Service & Metering Specifications”, for both overhead and underground services.

Except for emergency repairs, where the revenue metering is located inside the residence and the service is to be upgraded, replaced, or otherwise modified, the Customer will be required to supply and install a meter base on the outside wall of the building at a location determined by WNH.

3.1.3 Service Requirements

All service entrance equipment shall meet the requirements of WNH and the OESC. Meter base equipment and location will be determined by WNH on a case by case basis. All service entrance work must be approved by WNH prior to installation.

Residential services that are modified or upgraded may need to be relocated at the Customer's expense to accommodate current or proposed connections to the WNH distribution system.

The Customer is responsible for maintaining all Customer owned equipment in good repair, and replace as needed, including meter bases, service masts and clevises, all conduits connected to the meter bases as well as all other service entrance equipment. The Customer shall ensure that that all electrical service entrance equipment, including meter bases, are free of obstructions, debris, plants, vines, or any other such items which could obstruct access to the meter or cause damage to the service entrance equipment.

WNH will repair or replace, as deemed appropriate by WNH, faulted underground cable owned by WNH on the Customer's private property. WNH will be responsible for the excavation, repair or replacement of the cable and the backfilling of the excavation to previous grade level. In addition, basic site restoration will be completed by WNH as follows:

- a) Topsoil and seed in grass areas,
- b) Asphalt patch (in excavated area only) in asphalt areas, and
- c) Interlock stone re-installation.

Any other required restoration work is the Customer's responsibility. This includes but is not limited to:

- a) Concrete work,
- b) Decorative landscaping replacement,



- c) Retaining wall work,
- d) Deck or shed relocation work, or
- e) Sprinkler system repair.

WNH will make every reasonable effort to minimize the amount of restoration work required as a result of WNH initiated service cable replacement.

It is recommended that the surface treatment over and adjacent to underground WNH electrical plant be as simple as possible to limit the cost of future restoration. If WNH determines that service replacement work on private property would result in extraordinary restoration costs, the Customer will be required to perform all of the associated civil work on private property, including but not limited to trenching/duct installation to WNH standards and all necessary restoration work.

3.2 General Service Less Than 50kW

This classification applies to a non-residential account taking electricity at 750 volts or less whose average monthly maximum demand is less than, or is forecast to be less than, 50 kW.

Customers are encouraged to approach WNH with specific servicing requirements as early as possible in the project for several reasons. Even if existing power lines are in the vicinity of the site, not all WNH servicing equipment are stock items. Major equipment like transformers can take up to 1 year to procure. In addition, drawing approvals and appropriate permits that may be required can take several months to obtain.

WNH requires the following documentation to be able to provide specific requirements for servicing a project:

- a) Application for Electrical Service Layout
- b) Complete project drawings where applicable, including:
 - i. Site, legal, grading, landscaping plans
 - ii. Mechanical servicing plans,
 - iii. Floor plans,
 - iv. Duct bank locations,
 - v. Electrical/Meter rooms, and
 - vi. Single line diagrams.



3.2.1 Demarcation Point

The ownership demarcation point is the point at which connection is made between WNH and Customer owned electrical equipment. This may include the secondary spades on a padmount transformer, the connections at an overhead stack between the Customer owned secondary and the WNH owned tap conductors, or the primary tap point where Customer owned primary wire is connected to the WNH line. The Customer is responsible for maintaining all Customer owned equipment connected to the WNH Distribution System in good condition as well as all building and structural components related to the electrical service (for example, vault rooms, access doors, duct banks).

3.2.2 Metering

General metering requirements are provided in Section 2.3.7. Metering requirements vary with the size of the electrical service. Contact WNH for a copy of the latest edition of the “Waterloo North Hydro Electric Service and Metering Specifications” document for installation details.

3.2.3 Service Requirements

All service entrance equipment shall meet the requirements of WNH and the OESC. Meter base equipment and location will be determined by WNH on a case by case basis. All service entrance work must be approved by WNH prior to installation.

3.3 General Service 50 to 4,999 kW

This classification applies to a non-residential account whose average monthly maximum demand used for billing purposes is equal to or greater than, or is forecast to be equal to or greater than, 50 kW but less than 5,000 kW. Note that for the application of the Retail Transmission Rate – Network Service Rate and the Retail Transmission Rate – Line and Transformation Connection Service Rate the following sub-classifications apply:

- General Service 50 to 999 kW non-interval metered
- General Service 50 to 999 kW interval metered
- General Service 1,000 to 4,999 kW interval metered.

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



Where the size of the Customer's electrical service warrants, the Customer will be required to provide facilities on their property acceptable to WNH, to house the necessary transformer(s) and/or switching equipment.

Where a primary service is provided to a Customer-owned substation, the Customer shall install and maintain such equipment in accordance with all applicable laws, codes, regulations, and WNH's requirements for such installations.

3.4 Large Use (5,000 kW and above)

This classification applies to an account whose average monthly maximum demand used for billing purposes is equal to or greater than, or is forecast to be equal to or greater than, 5,000 kW.

In addition to the requirements above for General Service 50 to 4,999 kW, the following requirements apply:

The installation of Customer owned transformation > 5,000 kVA requires a detailed engineering study to be completed by WNH to determine distribution system capacity and compatibility. The ability of WNH to connect this load and the associated costs will be provided to the Customer in an Offer to Connect as set out in these Conditions of Service.

When applicable, the Customer will also be responsible for the cost of system expansions that may be required to expand the WNH distribution system and accommodate the planned load.

3.5 Unmetered Scattered Load

This classification applies to an account taking electricity at 750 volts or less whose average monthly maximum demand is less than, or is forecast to be less than, 50 kW and the consumption is unmetered. Such connections may include cable TV power packs, bus shelters, telephone booths, traffic lights, railway crossing signals, etc. The level of the consumption will be agreed to by the distributor and the Customer, based on detailed manufacturer nameplate information/documentation with regard to electrical consumption of the unmetered load or periodic monitoring of actual consumption. A completed load study acceptable to WNH may be required for determination of load and hours of usage.

Unmetered connections to WNH's distribution facilities are permitted at the sole discretion of WNH. A representative sample of the new unmetered connection requests each year will be required to be metered.



The Customer is required to notify WNH of any changes to unmetered loads that may affect load demand and energy consumption data and billing, including contact names and numbers. On an annual basis WNH will review the Customer's unmetered load connection information and compare against actual load consumption from the sample metered locations.

Notification of any billing updates or rate filing related materials shall follow the standard process used for all Customers.

WNH will determine the appropriate energy consumption and rate class to be billed to the Customer. If, at any time, WNH determines that an electric meter should be installed to measure Electricity consumption at an existing unmetered connection, the Customer shall install all equipment necessary, in accordance with these Conditions of Service, within 60 days of receipt of notice from WNH.

The Customer is responsible for installing and maintaining the service conductors from the supply point to the load. Re-design and inspection services are at extra costs to the Customer. If for any reason a supply point is relocated, the Customer will be contacted and informed that the service conductors must be extended to the new supply point at the Customer's cost.

3.5.1 Demarcation Point

The demarcation point for this Customer class is the line side of Service entrance disconnect, switch, fuse, relay or other point of connection as determined by WNH.

3.6 Street Lighting

This classification applies to an account for roadway lighting with a Municipality, Regional Municipality, Ministry of Transportation and private roadway lighting, controlled by photo cells. The consumption for these Customers will be based on the calculated connected load times the required lighting times established in the approved OEB street lighting load shape template.

3.7 Embedded Generation

3.7.1 Micro-Size Generation (Micro-FIT Projects)

Customers intending to connect micro-sized generation (10kW or less) in parallel with the WNH distribution system shall follow the process set out in the Distribution System Code.



3.7.2 *Small, Mid-Size and Large Generators (FIT Projects)*

Customers intending to connect in parallel with the WNH distribution system shall notify WNH as early as possible. At least 6 months is needed to complete studies and more lead time may be needed, depending on the scope of work required to facilitate the connection. Requirements for parallel generators are extensive and span several regulatory bodies. A connection impact assessment may need to be completed, in addition to possible construction of new lines and upgrading of WNH or transmitter system equipment.

The connection and operation of a Customer's embedded generator must not endanger workers or jeopardize public safety. In addition, distribution system reliability or power quality shall not be compromised as a result of the generator connection. It must not adversely affect or compromise equipment owned or operated by WNH, affect the security, efficiency or the quality of electrical supply of other Customers connected to WNH's distribution system. If damage or increased operating costs result from a connection with a generator, WNH shall be reimbursed for these costs by the generator.

When an embedded generator is connected to WNH's distribution system, the Customer shall provide an interface protection system that minimizes the severity and extent of disturbances to WNH's distribution system and the impact on other Customers. The interface protection shall be capable of automatically isolating the generator(s) from WNH's distribution system for the following situations:

- Internal faults within the generator.
- External faults on WNH's distribution system.
- Certain abnormal system conditions, such as over/under voltage, over/under frequency.

The Customer shall disconnect the embedded generator from WNH's distribution system when:

- A remote trip or transfer trip is included in the interface protection, and
- WNH or the Customer effects changes in the normal feeder arrangements other than those agreed upon in the operating agreement/connection impact assessment between WNH and the Customer.

The Customer must also comply with the detailed requirements outlined in the all documents and agreements provided and/or signed by the Customer during the embedded generation connection process.



3.8 Embedded Market Participant

Under the “Market Rules for the Ontario Electricity Market”, 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”.

All Embedded Market Participants, within the service jurisdiction of WNH, once approved by the IESO are required to inform WNH of their approved status in writing, 30 days prior to their participation in the Ontario Electricity market.

3.9 Embedded Distributor

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



SECTION 4 - GLOSSARY OF TERMS



Sources for definitions:

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

"ancillary services" means services necessary to maintain the reliability of the IESO-controlled grid; including frequency control, voltage control, power factor and operating reserve services;

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

"application for service" means the agreement or contract with WNH under which electrical service is requested;

"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)

"Connection Agreement" means an agreement entered into between WNH 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 WNH's main distribution system and the ownership demarcation point with that Customer; (DSC)

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

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



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

"disconnection" means a deactivation of connection assets that results in cessation of Distribution Services to a Customer; (DSC)

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

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

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

"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 used for delivery of energy from WNH;

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

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

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

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



"energy diversion" means the Electricity consumption unaccounted for but that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off load(s) before revenue meter or meter tampering;

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

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

"generation facility" means a facility for generating Electricity or providing ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system, and includes any structures, equipment or other things used for that purpose; (A, MR, TDL, DSC)

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

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

"host distributor" means the registered wholesale market participant distributor who provides Electricity to an embedded distributor; (RSC, DSC)

"IEC" means the International Electrotechnical Commission;

"IEEE" means the Institute of Electrical and Electronics Engineers;

"IESO" means the Independent Electricity System Operator established under the Electricity Act; (A, TDL, DSC)

"IESO-controlled grid" means the transmission systems with respect to which, pursuant to agreements, the IESO has authority to direct operation; (A, TDL, DSC)



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

"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 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)

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

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

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

"power factor" equals real power (kW) divided by apparent power (kVA);

"primary" means any voltage or service that is greater than 750 volts;

"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)

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

"retail", with respect to Electricity means:

- a) to sell or offer to sell Electricity to a Customer
- 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 Customer 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 Customers and provides for tracking and facilitating Customer transfers among competitive retailers; (TDL, DSC)

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

"secondary " means any 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 WNH is authorized by its licence to distribute Electricity; (A, TDL, DSC)

"Standard Service Supply Code" means the code approved by the OEB 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;

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

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

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

"wholesale market participant" means a person that sells or purchases Electricity or ancillary services through the IESO- administered markets; (RSC, DSC)



SECTION 5 - APPENDICIES



Appendix 'A' Waterloo North Hydro Inc. Service Area





Appendix ‘B’ Document Revision Notes

1.0 Original Issue – June 30, 2003.

1.1 Revision 1.1 - August 12, 2004:

<i>Section</i>	<i>Revision Note</i>
1.1	Paragraph 2 - added reference to LDC License #.
1.4	Paragraph 2 - advance public notice provided for changes to this document.
1.7.2	Paragraph 4 added re: Customer initiated power interruption.
2.4.3.1	New section added re: security deposits.
3.0	Paragraph 12 added re: WNH system maintenance. Paragraph 16 added re: Customer initiated power interruption.
3.3	Paragraph 3 – 1100 kVA inst. demand reference.
Appendix ‘B’	Added website in contact information.

2.0 Revision 2 – June 22, 2009:

<i>Section</i>	<i>Revision Note</i>
General	Updates including removal of some duplicated information. Also changed reference to “consumer” to Customer for the purposes of this document and changed IMO reference to IESO.
Section 1.1.1	Moved this section to Section 2.1 – Connections and removed “Electrical energy purchased from WNH shall not be resold at a profit by any Customer to a third party. In the case of multi-tenant buildings with bulk metering, the Owner must pay the cost of electricity.” – covered differently in Section 2.1.7.4 – Payment by Building Owner.
Section 1.5	Moved the contact information from Appendix ‘B’ to this section.
Section 1.7.2	Moved last paragraph to 1.7.4 and added comment on additional charges for scheduled weekend outages.
Section 1.8.1	Changed reference to 10 days to 5 days for WNH response to dispute issue.
Section 2.1	Added: “The Customer shall contact WNH to request a Service Layout prior to installing any electrical equipment or apparatus. WNH will review the availability of electrical supply and determine the required electrical service entrance location, metering location, and specific servicing requirements”. Also changed reference to ten business/calendar days to 5 business days for WNH response to Customer connection inquiries.



2.0 Revision 2 – June 22, 2009 (cont.):

<i>Section</i>	<i>Revision Note</i>
Section 2.1	Added: “Where certain installations require more than one electrical supply for loading or reliability reasons, the Customer shall consult with WNH as early as possible for specific supply requirements”. Changed connection request response from 10 days to 5 days.
Section 2.1.4	Removed specific design requirement(s).
Section 2.3.2.1	Added: “For stray voltage complaints, appropriate WNH testing procedures and OEB Distribution System Code requirements apply.”
Section 2.3.4.2	Changed maximum transformer size provided by WNH from 1000 to 2000 kVA plus added clarification on WNH transformation and service offerings. Added: “Services larger than 400A will be supplied from pad-mounted transformers only.”
Section 2.3.7	Revised: WNH will provide individual revenue metering for multi unit sites. Added reference to the “WNH Metering Specifications” document.
Section 2.3.7.3	Updated interval metering minimum load requirement to 200 kW. Also added OEB load profile as a provision to allow for spot market pass through pricing.
Section 2.4.1	Added/Clarified: Connection charges for residential and non-residential Customers in accordance with DSC requirements. (Information here previously found in Section 5).
Section 2.4.2.2	Removed reference to retailer billing system brand name.
Section 2.4.3.1	Removed minimum security deposit requirement.
Section 2.4.4	Added: “Cycles/Classification to the section heading. Added “Other billing frequency intervals may apply, depending on specific Customer or WNH/OEB requirements”. On rate re-classification, changed 12 months to 5 months and added - including the highest demand month, the previous 2 months, and the 2 months following the highest demand month. Rate classification shall be done on an annual basis with a provision for one interim Customer initiated reclassification unless a threshold is exceeded or not met for 5 consecutive months - in which case the Customer or WNH may request a rate reclassification sooner. Customers will be provided with at least one billing cycle’s notice before any changes are made to their existing rate classification”.
Section 2.5	Added: “In addition to the above requirements, All Customer information that WNH has access to is governed by the Personal Information Protection and Electronic Documents Act.”



2.0 Revision 2 – June 22, 2009 (cont.):

<i>Section</i>	<i>Revision Note</i>
Section 3	Removed all project specific service/metering/engineering design requirements. Also added requirements applicable to all Customer classes here. Added: All Customers planning to connect to the WNH distribution system must consult with WNH prior to connection to obtain the latest requirements for servicing. Updated/added rate class definitions to each type of Customer class in accordance with our Tariff Rates and Charges document dated May 1, 2009. Moved demarcation point comments from Section 5 to each Customer class section here.
Section 3.0.1	Removed paragraphs related to Customer providing secondary trench/duct for WNH owned service replacement - Added comment regarding service repair OR replacement to Section 3.1.3.
Section 3.1	Changed “may” to “will” with respect to whether or not WNH changes a residential to a commercial class where more than 6 units are declared under one metered service.
Section 3.1	Added: “All new apartment building or condominium dwelling units shall be metered individually and will be billed at the Residential rate.”
Section 3.2.6	Transformation moved to Section 2.3.4 – changed as per notes from that section. Changed subsections within 3.2.6 to match latest OEB template. Removed some design requirements and referred to other sections where appropriate.
Section 3.7	Added: “Customers intending to connect in parallel with the WNH distribution system shall notify WNH as early as possible in the project process. At least 6 months is needed to complete studies and more lead time may be needed, depending on the scope of work required to facilitate the connection. Requirements for parallel generators are extensive and span several regulatory bodies. A connection impact assessment may need to be completed, in addition to possible construction of new lines and upgrading of WNH and possibly Hydro One system equipment.” Also clarified requirements related to generator impact on system power quality.
Section 3.9	Removed: “Electrical consumption of Cable TV and Communication Power Supplies will based on the nameplate rating of the units. WNH must be notified prior to upgrading of power supplies to ensure accurate billing of accounts.”
Section 4	Removed unreferenced glossary terms.
Appendix ‘B’	Moved to Section 1.5. Also changed “Customer Service / Engineering / Administration” separate hours to “Office” hours and added Engineering Telephone #.
Section 5	Removed and replaced with new Section 2.4.1 except demarcation comments which were moved to specific Customer classes in Section 3.



2.1 Revision 2.1 – January 1, 2015:

<i>Section</i>	<i>Revision Note</i>
Section 2.3.4.2	Replaced the word “reduced” with “revised” and added “or for other reasons” with respect to transformation size provided. Added the phrase “In general” with respect to service size greater than 400A.
Section 2.3.4.3	Added this section related to maximum available fault current.
Section 3.5	<p>Added the word “nameplate” with respect to manufacturer information.</p> <p>Added: “A completed load study acceptable to WNH may be required for determination of load and hours of usage.</p> <p>A representative sample of the new unmetered connection requests each year will be required to be metered.</p> <p>The Customer is required to notify WNH of any changes to unmetered loads that may affect load demand and energy consumption data and billing, including contact names and numbers. On an annual basis WNH will review the Customer’s unmetered load connection information and compare against actual load consumption from the sample metered locations.</p> <p>Notification of any billing updates or rate related materials shall follow the standard process used for all Customers.”</p>

2.1 Revision 3.0 – March 16, 2015:

<i>Section</i>	<i>Revision Note</i>
Entire Document	Capitalized the word “Customer”, spelled out “&” character, corrected grammatical errors.
Section 1.1	Added “Minister of Energy” to the second paragraph.
Section 1.2	<p>Added “Energy Consumer Protection Act” to the numbered list.</p> <p>Added “Ontario Building Code (OBC)” and renamed: “Electrical Utility Safety Association (EUSA)” to “Infrastructure Health and Safety Association (IHSA)” in the third paragraph</p>



Section 1.5	Updated contact information.
Section 1.8	<p>Replaced all previous wording: “The following outlines the Waterloo North Hydro Inc. (WNH) administrative procedure for resolving complaints by Customers and other market participants (Person) regarding services provided under the terms of the WNH Distribution Licence.</p> <p>The Person shall submit their disputes in writing to WNH via postal mail or e-mail. Each complaint must include:</p> <ul style="list-style-type: none">(a) the name and address of the person or body making it,(b) the particulars of the complaint, and(c) any information or facts supporting the complaint or referral. <p>The complaint must be signed by the Person making it and, where it is made by a corporation or other body, the complaint must be signed by an authorized representative of the corporation or body.</p> <p>The complaint must be addressed to the WNH staff representative currently dealing with the dispute. It is the responsibility of that staff member to forward the complaint to the responsible Vice President for that area of activity.</p> <p>Upon receipt of the complaint, an acknowledgement will be sent by the appropriate staff representative, within 10 business days.</p> <p>WNH shall investigate the complaint and attempt in good faith to resolve the dispute within 90 calendar days of receipt of the dispute. If resolution is expected to exceed the normal resolution period, WNH will advise the Person, including the reasons for the delay.</p> <p>If WNH and the Person cannot reach a mutual agreement, WNH will refer the complaint to an independent third party resolution agency, which has been selected by the OEB. Until the OEB approves an independent third party complaints resolution agency, such complaints will be referred to the OEB, which has assumed this role.</p> <p>WNH shall refer any disputes that lead to legal action against the corporation to our legal counsel.</p>



	<p>All costs of the complaint resolution agency shall be shared equally by the Parties, and each Party shall be responsible for its own expenses, including counsel’s fees, unless the award shall specify a different division of the costs.</p> <p>WNI will keep records of all written complaints. These records will include the following:</p> <ul style="list-style-type: none"> (d) Person’s name and address (e) Nature of complaint (f) Resolution date (g) Results of resolution
Section 2.1	Seventh paragraph: referenced DSC for connection process timelines and removed them from this document
Section 2.1.3	Added the following to sub point j): “or has not been inspected by WNI during construction as required by these Conditions of Service”
Section 2.1.4	Added the following to the seventh paragraph: “The Customer shall provide WNI with minimum two (2) business days notice prior to pouring concrete. Failure to do so may result in Connection Denial.”
Section 2.1.5	Added the fourth paragraph.
Section 2.1.7.4	<p>Added: “If an electrical service is scheduled to be disconnected for non-payment by the tenant of a building, the owner of the building will be given the option of taking over the account and settling arrears to keep continuity of service.”</p> <p>Removed: “The owner of a Building is responsible for paying for the supply of Electricity and Distribution Services by WNI to the owner’s Building except for any such supply that is in accordance with a written agreement for Electricity by the occupant(s) of the Building.</p> <p>A Building owner wishing to terminate the supply of Electricity and Distribution Services to its Building must notify WNI in writing. Until WNI receives such written notice from the Building owner, the Building owner or the occupant(s), as applicable, shall be responsible for payment to WNI for the supply of Electricity and Distribution Services to such Building. WNI may refuse to terminate the supply of Electricity and Distribution Services to an owner’s Building when there are occupant(s) in the Building (i.e. during certain periods of the winter).”</p>
Section 2.2.2	Modified wording and process to be consistent with DSC.
Section 2.3.1	Changed “should” to “shall” in the fourth paragraph.
Section 2.3.2.2	Changed reference to standard IEEE 519 from 1992 edition to “latest edition”.
Section	Added reference to Critical Customer form on WNI web site and requirement for



2.3.2.6	physician endorsement. Clarified that customer is responsible for arranging backup power for the medical equipment. Added: “we will make every effort to mitigate length of interruption and where practical will provide advanced notice.”
Section 2.3.4.2	Changed first row and second column of the Transformation table from 2000 to 1500. Changed fourth paragraph, last sentence, from “In all cases” to “Unless extenuating circumstances exist” and added “per site”
Section 2.3.7	Added: “unless otherwise provided under the Energy Consumer Protection Act.” to the fourth paragraph.
Section 2.3.7.1	Added: “access from outside for WNH staff unless otherwise agreed to by WNH. WNH will not accept new meter locations in basements.”
Section 2.4.3	Added credit card payment option. Added references to sections 2.4.3.3 and 2.4.3.4 under the first bullet.
Section 2.4.4	Replaced “5 month period - including the highest demand month, the previous 2 months, and the 2 months following the highest demand month” with “calendar year”. Replaced: Rate classification shall be done on an annual basis with a provision for one interim customer initiated reclassification unless a threshold is exceeded or not met for 5 consecutive months. - in which case the customer or WNH may request a rate reclassification sooner. With: Rate classification review shall be done on an annual basis with a provision for one interim Customer initiated classification review using the average demand for a period of 5 consecutive months.
Section 2.4.5	Added “unless satisfactory payment arrangements are made - see section 2.2.2.” in the second paragraph. Removed “Service will be restored once satisfactory payment has been made. Discontinuance of service does not relieve the Customer of the liability for arrears.” from the second paragraph. Removed third paragraph. Added the following to the last paragraph: <ul style="list-style-type: none">• Energy Deposit. See section 2.4.3• Account Set up or Change of Occupancy Charge.• Collection Notification Charge. Applies when disconnect or related collection notice is hand delivered to the Customer. It is sometimes necessary, for the Customer's convenience, for a WNH employee to visit a Customer's premises to collect payment for an account. There will be a charge for this service.



	<ul style="list-style-type: none"> • Credit Card Service Fee. A charge assessed by third party credit card agency for processing payment by credit card. <p>Customers may pay their electricity bills using any of the following methods:</p> <ul style="list-style-type: none"> • cheque or money order: mailed with the remittance stub portion of the bill to WNH at the address on the stub or delivered to our office; • cash/debit/credit : in person at our office, during normal business hours; • through most Canadian financial institutions, in person, by internet or telephone or; • credit card: using the WNH approved third party payment agent. A service fee is added to the Customer’s credit card by this agent. <p>All payments must be in Canadian dollars. WNH offers an Automatic Payment Plan or Equal Payment Plan.</p>
Section 3.1	Replaced “All customers are single-phase” with “All services provided to Residential class Customers are single-phase” in the first paragraph.
Section 3.1.1	Clarified underground service demarcation point definition.
Section 3.1.2	Replaced “Where the revenue metering is located inside the residence and the service is to be upgraded, the Customer will be required to supply and install a new service on the outside wall of the building at a location determined by WNH.” With:” Except for emergency repairs, where the revenue metering is located inside the residence and the service is to be upgraded, replaced, or otherwise modified, the Customer will be required to supply and install a new meter base on the outside wall of the building at a location determined by WNH.” In the last paragraph.
Section 3.1.3	Added third paragraph. Added “Deck or shed relocation work” to the list of Customer’s cost responsibilities.
Section 3.2	Added “landscaping” under section b) i) Added last paragraph.
Section 3.7	Added new section 3.7.1 and moved all previously existing wording to section 3.7.2
Section 3.7.2	Replaced “document “WNH General Requirements for Parallel Generation” with “all documents and agreements provided and/or signed by the Customer during the embedded generation connection process” in the last paragraph.