



Conditions of Electrical Service

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Version 9

HCi reserves the right to amend, change, expand, modify or update any information contained in these Conditions of Service.

The acceptance of supply of electricity or related services from HCi constitutes the acceptance of a binding contract with HCi which includes this Conditions of Service (“Conditions”) and all terms thereunder. The person so accepting the supply of electricity or related services shall be liable for payment for same, and such contract shall be binding upon the person's heirs, administrators, executors, successors or assignees.

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Part 1 Introduction

1 Identification of Unit Sub-Meter Provider and Service Territory

1.1 Unit Sub-Meter Provider

These Conditions of Electrical Supply are relevant to:

Hydro Connection Incorporated [HCi]

662 Classic Drive

London, Ontario

N5W 5X6

Phone: 519-457-0583

Fax: 519-453-9166

1.2 Service Territory

HCi's service territory is to be defined as properties under management behind a bulk meter in Ontario.

1.3 Related Codes, and Governing Laws

- 1.3.1 Unit Sub-Meter Providers are licensed by the Ontario Energy Board [OEB]. The OEB is granted regulatory duties by the Energy Competition Act, 1998 and administers their regulatory duties through a series of Codes. HCI has been issued Smart Sub-Metering Licence ES-2013-0323.

The Hierarchy of Codes is:

- Affiliate Relationship Code
- Distribution System Code
- Retail Settlements Code
- Standard Supply Service Code
- Unit Sub-Metering Code

Note: HCi complies with these Codes.

- 1.3.2 If HCi offers Unit Sub-Metering to a customer or consumer, it shall, to the extent applicable to its service offering, comply with the Unit Sub-Metering Code issued by the Board, as amended.
- 1.3.3 If HCi offers customers or consumers access to retailers, HCi shall comply, to the extent applicable to HCi's service offering, with the Retail Settlement Code issued by the OEB.

1.4 Interpretations

- 1.4.1 This document has been prepared by HCi in accordance using the format of the "Conditions of Service Template" issued with the Distribution System Code with sections included by the OEB .
- 1.4.2 Every effort has been made to clearly state the meaning, intent, and source of the information and terms used in this document. However, interpretations around the text may occur.

- 1.4.3 Any disagreement of interpretations when unit sub-metering licensing is implemented will be decided by the OEB through a dispute resolution process to be approved by the OEB.

1.5 Amendments and Changes

- 1.5.1 HCl will provide advance public notice of any pending changes to its Conditions of Electrical Service to its existing customers through inserting a notice in monthly billing and posting a notice on its web site www.hydroconnection.com.
- 1.5.2 The notice will provide a proposed time-line of implementation of the changes.
- 1.5.3 Customers may make written comment on the proposed changes to HCl who will review and respond in writing to each comment.

1.6 Contact Information

Head Office

Hydro Connection Incorporated [HCl]
7 Greenan Road
Stouffville, Ontario
L4A 7X4

Phone: 1-519-457-0583
Operations After Hours: 1-519-355-4465
Fax: 519-453-9166

Regular office hours are: Monday to Friday, except statutory Holidays
8:30am - 4:30pm

Operations Staff Hours: Monday to Friday, except statutory Holidays
7:30am - 4:00pm

Operations Control Room: 7 days/week
24 hours/day

Customer Service Office

Hydro Connection Incorporated
Suite 305
3 Church Street
Toronto, Ontario
M5E 1M2

Customer Service phone: 1-519-457-0583
Credit and Collections: 1-800-907-6937

Regular office hours are: Monday to Friday, except statutory Holidays
8:30am - 4:30pm

1.7 Services To Be Maintained By HCl

- 1.7.1 HCl shall have a current mailing address in Ontario and a current telephone number listed in Ontario, and shall provide them to every customer or consumer.
- 1.7.2 HCl will provide to residential consumers or consumers a telephone number which may be reached by the general public, without charge, and shall provide the telephone number to every residential customer or consumer.

1.8 Customer Rights

- 1.8.1 Our Customers have the right to expect courteous service at all times when dealing with HCl staff.
- 1.8.2 Our Customers have the right to expect to be treated with respect at all times when dealing with HCl staff.

1.9 HCl Rights

- 1.9.1 HCl staff have the right to expect to be granted access to its distribution facilities at all reasonable times.
- 1.9.2 HCl staff have the right to expect to be treated with respect at all times when dealing with Customers.

1.10 Customer Complaint and Dispute Resolution Process

- 1.10.1 If a Customer, Consumer or other market participant has a complaint about HCl regarding services provided by HCl under its Federal Certification or Provincial Regulations, the Consumer may contact one of HCl's Customer Service representatives at 1-877-907-6937 during regular business hours, between 8:30 AM and 4:30 PM Monday to Friday, or email the complaint to info@HydroConnection.com

Upon receipt of a complaint, an HCl Customer Service representative will contact the Customer, Consumer or other market participant to acknowledge receipt of the complaint and, if possible, to resolve the complaint, and will investigate and follow-up on the complaint as required to resolve the complaint.

Part 2 Glossary of Terms

“**Act**” means the Ontario Energy Board Act, 1998, S.O. 1998, c. 15, Schedule B.

“**Affiliate**” has the same meaning as in the Business Corporations Act (Ontario);

“**Apartment Building**” means a residential structure containing four or more dwelling units to which access to each unit is through a common entrance or entrances from the outside and through a corridor or hallway from the inside.

“**Board**” means the Ontario Energy Board.

“**Business Day**” means any day that is not a Saturday, a Sunday, or a legal holiday in the Province of Ontario;

“**Cluster row housing**” means a group of three or more attached one family dwelling units, all of which are held in single ownership or by the participants in a condominium corporation or housing cooperative and so located on a lot so that each dwelling unit may not have frontage on public street or highway.

“**Code**” means the Unit Sub-meter Provider Code of Conduct.

“**Conditions of Electrical Service**” means the document developed by a unit sub-meter providers in accordance with section 3.2.1 of the Unit Sub-Metering Code that describes the operating practices and connection rules for the unit sub-meter provider.

“**Condominium**” means a building in which each individual dwelling unit is held in separate ownership.

“**Consumer**” means a person who uses, for the person’s own consumption, electricity that the person did not generate and requires an account with the unit sub-meter provider in order to receive metering and billing services.

“**Consumer information**” means information relating to a specific consumer obtained by a sub-meterer or its sales person, and includes information obtained without the consent of the consumer.

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

“**Connection Assets**” means that portion of the distribution system used to connect a customer to the existing main distribution system, and consists of the assets between the point of connection on a distributor’s main distribution system and the ownership demarcation point with that customer.

“**CSA**” means the Canadian Standard Association

“Customer” means a person that has contracted for or intends to contract for the connection inside a building. This includes Condo Boards, Condo Owners, Tenants, and Developers of residential or commercial subdivisions.

“Demand meter” means a meter that measures a consumer’s peak usage during a specified period of time.

“Demarcation Point” or **“Delivery Point”** means the physical location at which HCl’s responsibility for operational control and ownership of Distribution equipment including connection assets ends.

“Detached dwelling” means a dwelling which is designed for occupancy by one family or household only and is situated on a separate lot and is not attached by any means to any other dwelling.

“Disconnect” or **“Disconnection”** means a deactivation of connection assets that results in a cessation of electricity supply to a consumer or customer.

“Disconnect/collect trip” is a visit to a consumer’s or customer’s premises by an employee or agent of the sub-meterer to demand payment of an outstanding amount or to shut off or limit the supply of electricity to the customer failing payment.

“Distribute” or **“Distribution”** with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less.

“Distributor” means a person who owns or operates a distribution system.

“Distribution System” means HCl’s or a private Customer’s system for distributing electricity, and includes any structures, equipment or other things used for that purpose. The Distribution System is composed 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.

“ECPA” means the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8;

“ECPA Regulation” means Ontario Regulation 389/10;

“Electricity Act” means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A as amended.

“Eligible low-income consumer” means:

- (a) a residential electricity consumer who has a pre-tax household income at or below the pre-tax Low Income Cut-Off, according to Statistics Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service Agency or Government Agency; or

- (b) a residential electricity consumer who has been qualified for Emergency Financial Assistance;

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

“Electrical Services Contract” means an agreement entered into between HCl and a customer/s that is or is to be connected to the distribution system that delineates the conditions of the connection and delivery of electricity to that connection.

“Embedded distributor” means a distributor who is not a wholesale market participant that is provided electricity by a host distributor.

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

“Embedded retail generator” means an embedded generator that settles through a distributor’s retail settlements system and is not a wholesale market participant.

“Embedded wholesale consumer” means a consumer who is a wholesale market participant whose facility is not directly connected to the IMO controlled grid but is connected to a distribution system.

“Embedded wholesale generator” means an embedded generator that is a wholesale market participant.

“Emergency Financial Assistance” means any Board-approved emergency financial assistance program made available by a distributor to eligible low-income residential consumers;

“Exempt distributor” means a distributor as defined in section 3 of the Act who is exempted from various requirements in the Act by Ontario Regulation 161/99;

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

“Expansion” means a 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

“IESO” means the Independent Electricity System Operator continued under the Electricity Act;

“Interval Meter” means a meter that measures and records electricity use on an hourly or sub-hourly basis.

“Licensed distributor” means the distributor in whose licensed service area the prescribed property is located;

“Linear Row” housing means a group of three or more attached one family dwelling units each of which has legal frontage on a public street.

“Load control device” means a load limiter, timed load interrupter or similar device that limits or interrupts normal electricity service;

“Load limiter device” means a device that will allow a consumer to run a small number of electrical items in his or her premises at any given time, and if the consumer exceeds the limit of the load limiter, then the device will interrupt the power until it is reset;

“Master bill” means the bill issued by the licensed distributor to the master consumer;

“Master consumer” means the exempt distributor or the person authorized by the ECPA Regulation to retain a unit sub-meter provider for the prescribed property being served by the licensed distributor;

“Master meter” means the meter controlled by the licensed distributor and used for settlement of the master bill with the master consumer;

“Measurement Canada” means the Special Operating Agency established in August 1996 by the Electricity and Gas Inspection Act (Canada).

“Meter Installation” means the meter and, if so equipped, the instrument transformers, wiring, test links, fuses, lamps, loss of potential alarms, data recorders, telecommunication equipment, computer recording software and equipment as well as 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 installation equipment

“Metering services” means installation, testing, reading and maintenance of meters.

“MIST” means Metering Inside the Settlement Timeframe and refers to an interval meter from which data is obtained and validated within a designated settlement timeframe.

“Monthly Billing” means a notional and approximate 30-day period for a billing cycle, not necessarily a calendar month.

“MOST” means Metering Outside the Settlement Timeframe and refers to an interval meter from which data is only available outside the designated settlement timeframe.

“Multiple Residential Properties” means a property, which provides separate living accommodation for two or more families. It does not include properties used for short-term occupancy such as hotels, motels, etc.

“OEB” means the Ontario Energy Board.

“Ontario Energy Board Act” means the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B.

“Prescribed activity” means one of the activities prescribed by the ECPA Regulation;

“Prescribed property” means one of the properties or classes of property prescribed by the ECPA Regulation;

“Primary Metered Service” means a Connection whose meter point is located on the primary side of a distribution transformer.

“Private Property” means any property owned by a Customer or a third party and does not include any public street or highway.

“Regulation” means a regulation made under the Act, the ECPA, or the Electricity Act

“Secondary Metered Service” means a Connection whose meter point is located on the secondary side of a distribution transformer.

“Semi-detached” means a dwelling divided vertically to provide two dwelling units separated by a common wall.

“Service” shall mean the service wires or components used to provide the connection to the customer property for the purpose of supplying electrical energy to the customer premises.

“Sub-meterer” means a customer of a distributor that measures and bills for the electricity used by consumers behind the distributor’s revenue meter using a smart sub-metering system.

“Smart Metering Entity” means the smart metering entity established under Part IV.2 of the Electricity Act, or more specifically, the IESO as prescribed by Ontario Regulation 393/07;

“Social Service Agency or Government Agency” means:

- (a) a social service agency or government agency that partners with a given distributor to assess eligibility for Emergency Financial Assistance; or
- (b) a social service agency or government agency that assesses eligibility for other energy financial assistance or low-income financial assistance programs, and partners with a given distributor to qualify consumers for eligibility under this Code;

“Third party” with respect to a unit sub-meter provider, means any person other than the unit sub-meter provider;

“Timed load interrupter device” means a device that will completely interrupt the consumer's electricity intermittently for periods of time and allows full load capacity outside of the time periods that the electricity is interrupted;

“Validating, estimating and editing” (“VEE”) means the process used to validate, estimate and edit raw metering data to produce final metering data or to replicate metering data for settlement purposes.

Part 3: Distribution Activities (General)

3 Connections

3.1 Obligation to Connect

- 3.1.1 HCl will provide an electrical connection to any Building that “Lies Along” its electrical distribution system as long as the owner of the building meets HCl’s Conditions of Service.

A building “Lies Along” a distribution line if the building can be connected to a supply of electricity using only equipment, material and devices dedicated to the supply of electrical energy to a single property. None of the installation can provide or potentially provide electrical distribution service to other existing or future customers.

- 3.1.2 HCl’s obligation to connect a building that “lies along” does not imply at no cost to the customer. Connection charges will apply on an as per basis. Connection charges will be calculated in advance of the connection and submitted to the customer for approval
- 3.1.3 A request for electrical connection shall be made in writing to the HCl Customer Service department. All time lines for the processing of the request will be based on the date the Request for Connection is received by HCl.

3.2 Exceptions to the Obligation to Connect in section 3.1

- 3.2.1 A Building that “Lies along” a distribution line may be refused connection to that line should the distribution line not have sufficient capacity for the requested connection.
- 3.2.2 A building that “Lies Along” a distribution line may be refused connection to that line should the service voltage level requested by the customer not be available.
- 3.2.3 A Building that “Lies along” a distribution line may be refused connection to that line should the connection be deemed to be unsafe or detrimental to the electrical distribution system.
- 3.2.4 Where the customer requests a service upgrade to an existing building that has more than one service connection onto the property, HCl may require that all services be consolidated into a single service connection.
- 3.2.5 This position is being supported by the Electrical Safety Authority and is consistent with the Electrical Safety Code.

3.3 Expansions /Obligation to Offer to Connect

- 3.3.1 The Distribution System Code obligates the distributor to make an “Offer to Connect” to any building that “Lies along” its electrical distribution system yet may be excluded due to being outside the service territory, or falls outside of the criteria outlined in section 3.1.1

3.3.2 The Offer to Connect will be sent to the customer within thirty (30) days of the date the Request for Connection is received by HCl.

3.3.3 The Offer to Connect will be fair and reasonable and will be based on HCl's costs of labour, equipment, materials, and associated administrative overhead costs.

3.3.4 The written Offer to Connect will outline the following items in detail:

- a) Description of the work, equipment, labour, and materials to be used to construct the expansion project.
- b) The process for determining and the level of capital contributions required from the customer to make the connection feasible for HCl.
- c) The fixed and variable connection fees applicable to making the connection.

3.4 Alternative Bids for Offers to Connect That Require Capital Contributions from the Customer

3.4.1 For Offers to Connect that meet the following criteria, the customer has the right to obtain an alternative quote for the work at their own expense.

- a) All work must be done to HCl design and construction specifications and must be done by a contractor selected from a list of pre-qualified contractors provided by HCl.
- b) Construction work would not involve work on existing HCl circuits.
- c) Work done by the contractor would not contravene any collective agreements in effect with the distributor and unionized employees of HCl.

3.4.2 In its Offer to Connect, HCl will indicate the unbundled tasks that the customer may obtain through an alternative bid.

3.4.3 If the customer elects to accept a bid from an alternative contractor, the customer shall accept the following responsibilities associate with the work.

- a) The customer shall pay any costs incurred by HCl that are associated with the expansion project.
- b) These costs shall include, but not be limited to:
 - (i) Costs for additional design, engineering, or installation of facilities required to complete the project, that were made in addition to the original Offer to Connect.
 - (ii) Costs for inspection or approval of the work performed by the contractor hired by the customer.
 - (iii) Costs for administering the contract.

3.5 Connection Denial

3.5.1 The Distribution System Code provides for the ability of a Distributor to deny

connections. A Distributor 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 a Distributor's License;
- c) Use of a distribution system line for a purpose that it does not serve and that the Distributor does not intend to serve;
- d) Adverse effect on the reliability and safety of the distribution system;
- e) Imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system;
- f) A significant decrease in the efficiency of the distributor's distribution system;
- g) A significant adverse effect on the quality of 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 the distributor, and
- j) Any other conditions documented in the distributors Conditions of Service document that are consistent with the conditions identified above and with the goals delineated in the Energy Competition Act, 1998.

3.5.2 If a Distributor refuses to connect a building in its service territory that lies along one of its distribution lines, the distributor must inform the person requesting the connection of the reasons for not connecting, and where the distributor is able to provide a remedy, make an offer to connect.

3.5.3 If the Distributor is unable to provide a remedy to resolve the issue, it is the responsibility of the customer to do so before a connection can be made.

3.6 Inspections Before Connections / Civil Construction

3.6.1 An HCl representative shall inspect all underground civil installations by the customer prior to backfilling. The customer can backfill all excavations only after receiving approval from the HCl representative. Any defects in workmanship or deviations from the HCl construction standards will be required to be corrected at the customer's expense prior to receiving HCl approval.

3.6.2 The customer shall call for HCl site inspection a minimum of three (3) working days in advance of backfilling any excavations.

3.6.3 The HCl representative will indicate a time and date for the site visit.

3.6.4 The HCl representative will issue a written approval of the installation to the customer before backfilling can proceed. This written approval will be issued within two (2) hours of the site visit.

3.6.5 For any work done on private property that is not required to be installed to HCl specifications, this work will be subject to inspection by the Electrical Safety Authority prior to electrical connection. Written confirmation of electrical inspection approval must be received by HCl prior to electrical connection.

3.7 Inspections Before Connections / Electrical Installations

- 3.7.1 All electrical installations on private property are subject to inspection by the Electrical Safety Authority. Written confirmation of electrical inspection approval must be received by HCl prior to electrical connection.
- 3.7.2 Work undertaken by a private contractor on behalf of HCl on plant which it owns, will not be subject to inspection by the Electrical Safety Authority.
- 3.7.3 HCl reserves the right to inspect all materials and workmanship related to any electrical installation that will be connected to the distribution system in order to determine compliance with items listed in section 3.5 Connection Denial.
- 3.7.4 Other customer specific inspection requirements are outlined in Part 4 Distribution Activities (Customer Specific)

3.8 Relocation of Plant

- 3.8.1 The relocation of HCl electrical distribution plant will be governed by Public Service Works on Highways Act, letters of agreement, easement agreements, and the laws of Ontario as applicable.
- 3.8.2 In the absence of existing arrangements, HCl is not obligated to relocate its facilities. However, HCl will endeavor to resolve the issue in a fair and reasonable manner. HCl will provide the customer document that explains the feasibility or unfeasibility of the relocation and will identify a fair and reasonable charge for the relocation based on cost recovery principles. The customer will be required to pay 100% of the costs of the relocation.

3.9 Easements

- 3.9.1 HCl requires an easement as a condition of connection, the customer shall pay all costs of obtaining survey services and the creation of a reference plan, legal fees associated with registration at the Land Registry Office, and all HCl costs related to obtaining the easement.
- 3.9.2 Other easements required by HCl from time to time, will be at HCl's expense.

3.10 Contracts

- 3.10.1 Depending on the type of customer, HCl will require the customer to enter into a Connection Agreement prior to connection.

3.10.2 Contract for New or Modified Electricity Service

HCl shall only connect a Customer for a new or modified supply of electricity upon receipt by HCl of the following:

- a completed and signed contract for service in a form acceptable to HCl;
- payment to HCl of any applicable connection fee;

- an inspection and approval by the Electrical Safety Authority of the electrical equipment for the new service; and
- a Connection Agreement as requested or required

3.10.3 **Implied Contract**

In all cases, notwithstanding the absence of a written contract, HCl has an implied contract with any Customer that is connected to HCl's distribution system and receives distribution services from HCl. The terms of the implied contract are embedded in HCl's Conditions of Service, the Distribution System Code, the Standard Supply Service Code and the Retail Settlement Code, all as amended from time to time.

The acceptance of supply of electricity or related services from HCl constitutes a binding contract with HCl, which includes these Conditions and all terms thereunder. The person so accepting the supply of electricity or related services shall be liable for payment for same, and such contract shall be binding upon such person's heirs, administrators, executors, successors or assignees.

If HCl has not received a request to open an account in the name of the occupant of the property, or in the event the electricity is used by a person(s) unknown to HCl, then the cost for electricity consumed by such person(s) is due and payable by the owner(s) of such property.

3.10.4 **Special Contracts**

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

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

3.10.5 **Connection Agreements**

HCl may require a Customer to enter into a Connection Agreement in a form acceptable to HCl. Until such time as the Customer executes such a Connection Agreement with HCl, the Customer shall be deemed to have accepted and agreed to be bound by all of the terms in the Connection Agreement attached in Section 5.1.

3.10.6 **Payment by Building Owner**

The owner of a Building is responsible for paying for the supply of electricity by the LDC to the owner's Building except for any supply of electricity to the Building by HCl in accordance with a request for electricity by an occupant(s) of the Building, or in the event HCl is the customer of the servicing LDC and already is the account holder.

A Building owner wishing to terminate the supply of electricity to its Building must notify the LDC and HCl in writing. Until HCl receives such written notice from the Building owner, the Building owner and/or the occupant(s), as applicable, shall be responsible for payment to HCl for the supply of electricity to such Building. HCl may refuse to terminate the supply of electricity to an owner's Building when there are occupant(s) in the Building (i.e. during certain periods of the winter).

Where a property has been vacated by an occupant of the property, and HCl has not been notified that a new occupant should be billed for the electricity supplied to the property and the owner has not submitted a written request to disconnect the electricity supply, HCl will bill the owner for the electricity supply to the property until such time as HCl is notified by the owner or a new occupant that the occupant should be billed for the electricity supply.

3.10.7 Opening and Closing of Accounts

A Consumer who wishes to open or close an account for the supply of electricity by HCl shall contact HCl's Call Centre by phone, by written request (including requests submitted by facsimile), through HCl's web site, or other means acceptable to HCl. The Consumer shall be responsible for payment to HCl for the supply of electricity to the property up to the date HCl is notified of the termination of the account.

3.11 Disconnection

3.11.1 HCl reserves the right to disconnect service for reasons not limited to:

- Contravention of the laws of Canada or the Province of Ontario, including the Ontario's Electrical Safety Code".
- A material adverse effect on the reliability and safety of the Distribution System.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Distribution System.
- A material decrease in the efficiency of the Distribution System.
- A materially adverse effect on the quality of distribution services received by an existing connection
- Inability of HCl to perform planned inspections and maintenance.
- Failure of the Consumer or Customer to comply with a directive of HCl that HCl makes for purposes of meeting its obligations.
- Overdue amounts payable to HCl including the non-payment of a security deposit.
- Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion
- Any other conditions identified in this Conditions of Service

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

3.11.3 A Customer intending to demolish any buildings that house HCl's distribution equipment shall notify HCl at least four (4) months in advance of demolition. The Customer shall pay HCl for the costs of removing all electrical equipment owned by HCl that is located

on private property. Provided the Customer has made all necessary arrangements, HCl shall remove all its equipment by the date agreed to with the Customer.

3.12 Disconnection & Reconnection – Process and Charges

Immediately following the due date, steps will be taken to collect the full amount of the electricity bill (as per HCl Arrears Collection/Disconnection Policy – Appendix 5.3). If the bill is still unpaid twenty eight calendar days after the due date and seven calendar days after a disconnect notice has been given to the Customer, the service may be disconnected and not restored until payment arrangements satisfactory to HCl have been made, including costs of reconnection. Such discontinuance of service does not relieve the Customer of the liability for arrears or other applicable charges for the balance of the term of contract, nor shall HCl be liable for any damage to the Customer's premises resulting from such discontinuance of service, other than physical damage to facilities arising directly from entry on the Customer's property. Disconnect notices will be in writing and if sent by registered mail shall be deemed to be received upon delivery.

Notwithstanding the foregoing:

HCl shall not shut off the supply of electricity to a property for non-payment as set forth above during such periods as may be prescribed by regulations under the *Electricity Act, 1998*.

Upon discovery that a hazardous condition or disturbance propagation (feedback) exists, HCl will notify the Customer to rectify the condition at once.

3.13 Unauthorized Energy Use

Notwithstanding the provisions of Section 3.10.3 (Implied Contract) and Section 3.10.6 (Payment by Building Owner), HCl reserves the right to disconnect the supply of electricity to a building or property where the building or property has, or appears to have, been used for unlawful purposes, including energy diversion or theft of power. The supply of electricity to the building or property may not be reconnected for the existing customer until HCl receives full payment from the existing customer of all reasonable costs and losses incurred by HCl arising from the unauthorized energy use, including costs of inspections, repair costs, commodity costs, disconnection costs, and reconnection costs. If other than the existing customer requests reconnection, HCl may recover any reconnection charges approved by the Ontario Energy Board.

3.14 Guaranty of Supply

3.14.1 HCl will endeavor to maintain a constant, uninterrupted supply of electrical energy to all customers, but does not guarantee this. HCl will not be liable for any loss or damage arising from failure of, or fluctuation in, the electrical supply.

3.14.2 In performing the duties and obligations of its distribution requirements, HCl reserves the right to use its Powers of Entry under Section 40 of the *Electricity Act, 1998*.

3.15 Power Quality

3.15.1 Power Quality Testing

Where a Consumer or Customer provides evidence or data indicating that a power quality or EMI problem may be originating from HCl's distribution system, HCl will perform investigative analysis to attempt to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and power quality monitoring.

Upon determination that the cause resulting in the power quality concern originates from the HCl distribution system, where it is deemed a system delivery issue and where industry standards are not met, HCl will recommend and/or take appropriate mitigation measures. HCl will take appropriate actions to control power disturbances found to be detrimental to the Consumers or Customers. If HCl is unable to correct the problem without adversely affecting other HCl Consumers or Customers, then it is not obligated to make the corrections. HCl will use appropriate industry standards (such as IEC or IEEE standards) and good utility practice as a guideline. If the problem lies on the Customer side of the system, HCl may seek reimbursement from the Customer for the costs incurred in its investigation.

3.15.2 Obligation to Help in the Investigation

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

The Customer shall assist in the investigation and resolution of power quality problems by:

- (a) maintaining and providing HCl with a detailed log of exact times and dates of poor power quality;
- (b) ensuring corrective measures such as filters and/or grounding are installed for non-linear loads connected to the distribution system;
- (c) assisting HCl in determining whether the Customer's equipment may be a source of undesirable system disturbances; and
- (d) ceasing operation of equipment deemed to be the cause of system disturbances until satisfactory remedial action has been taken;

The Consumer or Customer should be aware that some distribution system events such as capacitor switching may cause problems with highly sensitive equipment, and the Consumer or Customer shall be responsible for mitigating these effects.

3.15.3 Timely Correction of Deficiencies

If an undesirable system disturbance is being caused by Customer's equipment, the Customer will be required to cease operation of the equipment until satisfactory remedial action has been taken by the Customer at the Customer's cost. If the Customer does not

take such action within a reasonable time, HCl may disconnect the supply of electricity to the property.

3.15.4 Notification for Interruptions

Although it is HCl's policy to minimize inconvenience to Consumers, it is necessary to occasionally interrupt a Consumer's supply of electricity to allow work on HC's electrical system. HCl endeavor to provide such Consumers with reasonable notice of planned power interruptions. However, interruption times may change due to inclement weather or other unforeseen circumstances. HCl shall not be liable in any manner to such Consumers for failure to provide such notice of planned power interruptions or for any change to the schedule for planned power interruptions.

During an emergency, HCl may interrupt supply of electricity to a property without notice in response to a shortage of supply of electricity or to effect repairs on HCl's distribution system or while repairs are being made to Customer-owned equipment, or to conduct work of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

3.15.5 Notification to Consumers on Life Support

Consumers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. Consumers with life support system are encouraged to inform HCl of their medical needs and their available backup power. These Consumers are responsible for ensuring that the information they provide HCl is accurate and up-to-date.

With planned interruptions, the same procedure as prescribed in section 3.15.4 will be observed. For those unplanned power interruptions that extend beyond two hours and the time expected to restore power is longer than what was indicated by Consumers (registered on life support) as their available backup power, HCl will endeavor to contact these Consumers but will not be liable in any manner to the Consumers for failure to do so.

3.15.6 Emergency Interruptions for Safety

HCl will endeavour to notify Consumers prior to interrupting the supply of electricity. 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 potentially damaging to HCl or the public, the supply of electricity may be interrupted without notice.

3.15.7 Emergency Service (Trouble Calls)

HCl will exercise reasonable diligence and care to deliver a continuous supply of electricity to the Consumer. However, HCl cannot guarantee a supply that is free from interruption. When power is interrupted, the Consumer should first ensure that failure is not due to blowing of fuses within the installation. If there is a partial power failure, the Consumer should obtain the services of an electrical contractor to carry out necessary repairs. If, on examination, it appears that HCl's main source of supply has failed, the

Consumer should report these conditions at once to HCl's Call Centre by calling 1-877-907-6937 during working hours and 519-457-7240 after hours. HCl operates a Call Centre 24 hours a day to provide emergency service to Consumers. HCl will initiate restoration efforts as rapidly as practicable.

3.15.8 Outage Reporting

Depending on the outage, duration and the number of Consumers affected, Corporate Communications of HCl may issue a news release to advise the general public of the outage. In turn, news radio stations may call for information on a 24-hour basis when they hear of an outage.

3.16 Electrical Disturbances

- 3.16.1 HCl will endeavor to maintain the electrical distribution system characteristics as per the CAN3-235 specification. Customers requiring an uninterrupted electrical supply or a level of supply reliability in excess of the average system reliability will be expected to provide their own back-up systems at their cost.
- 3.16.2 Customers requiring an electrical supply that is completely free from fluctuations and electrical noise shall provide their own power conditioning equipment as required at their cost.
- 3.16.3 Customers adversely affected by operations such as this are expected to take steps to protect their own equipment at their cost.

3.17 Standard Voltage Offerings

- 3.17.1 HCl offers a number of available secondary service voltages. Some voltages are not available in all areas.
- 3.17.2 For reasons of design capacity, HCl has set maximum capacities for connections on some service voltages.
- 3.1.7.3 Secondary voltage offerings will be provided based on connection specifications and requirements and should be requested prior to construction.

3.18 Voltage Guidelines

- 3.18.1 HCl is obligated to provide a voltage profile in accordance with the CAN3-235 specification. The fluctuations that the customer can reasonably expect to see are dependant upon the LDC territory in which they reside.

3.19 Back-up Generators

- 3.19.1 Customers with portable or permanently connected emergency generation capability shall comply with all applicable criteria of the Ontario Electrical Safety Code, and in particular, shall ensure that customer emergency generation does not back feed in to the HCl distribution system.
- 3.19.2 Customers with permanently connected emergency generation equipment shall notify HCl regarding the presence of such equipment.

- 3.19.3 Where HCl believes there to be emergency generation equipment present at a customer's connection, it can take all measures necessary to guarantee the safety of its workers and equipment.

3.20 Metering

HCl will supply, install, own, and maintain all meters, instrument transformers, ancillary devices, and secondary wiring that are required for revenue metering. An Ontario Energy Board-licensed generator connected to the HCl distribution system that sells energy and settles through the HCl retail settlement process shall install a four-quadrant interval meter.

A Customer with an embedded generation facility connected to the HCl distribution system shall install its own meter in accordance with the HCl metering requirements. The Customer shall obtain a written approval from HCl with respect to technical details of the metering installation.

Where practical, metering for an embedded generation facility shall be installed at the point of supply. If it is not practical to install the meter at the point of supply, HCl will apply loss factors to the generation output in accordance with the loss factors applied for retail settlements and billing.

Where an embedded generation facility metering installation does not conform to Measurement Canada standards or the Customer cannot confirm accuracy class of its instrument transformers, the Customer shall have the metering installation, including instrument transformers, tested, and provide satisfactory test results to HCl. HCl will apply a Measurement Canada correction factor to meter readings until such time as standards conformance is achieved.

Metered Market Participants in the Independent Electricity Market Operator ("IESO") administered wholesale market must meet or exceed all IESO metering requirements. All Embedded Generation Facilities of 10 MW or larger must meet or exceed all IESO metering requirements.

3.20.1 General

HCl will typically install metering equipment at the Customer supply voltage. The Customer must provide a convenient and safe location, satisfactory to HCl for the installation of meters, wires and ancillary equipment. Meters for new or upgraded residential services will be mounted outdoors on a meter socket approved by HCl. No person, except those authorized by HCl may remove, connect, or otherwise interfere with meters, wires, or ancillary equipment owned by HCl.

The Customer will be responsible for the care and safekeeping of HCl meters, wires and ancillary equipment on the Customer's premises. If any HCl equipment installed on Customer premises is damaged, destroyed, or lost other than by ordinary wear and tear, tempest or lightning, the Customer will be liable to pay to HCl the value of such equipment, or at the option of HCl Toronto Hydro, the cost of repairing the same. The location allocated by the owner for HCl metering shall provide direct access for HCl staff and shall be subject to satisfactory environmental conditions, some of which are:

- Maintain a safe and adequate working space in front of equipment, not less than 1.2 metres (48") and a minimum ceiling height of 2.1 metres (84")
- Maintain an unobstructed working space in front of equipment, free from, or protected against, the adverse effects of moving machinery, vibration, dust, moisture or fumes

Where HCl deems self-contained meters to be in a hazardous location, the Customer shall provide a meter cabinet or protective housing.

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

3.20.2 Metering Requirements for Multi-Unit Sites and Condominium Corporations

In addition to a bulk-meter, to promote conservation HCl will provide a standard individual meter for each unit of a new Multi-unit site, or a condominium at no direct charge to the Customer. Customers wishing to have the multi-unit site, or a condominium, equipped with alternative electronic metering shall make suitable arrangements satisfactory to HCl.

For existing condominium corporations that fall under the Condominium Act, 1998, each condominium corporation shall make arrangements with HCl to install no later than December 31, 2010, smart meters or a smart sub-metering system, for each unit on the property. Installation and operation of a smart sub-metering system will require a licence from the Ontario Energy Board.

In each case, the Customer will comply with the detailed technical requirements set forth by HCl in this Conditions of Service:

a) Individual Metering and House Metering Requirements for Multi-Unit Sites

Where individual units in a multi-unit site, or condominium, are to be metered individually, the building owner (or operator, or property manager, or condominium corporation) shall enter into a contract with HCl for the supply of electrical energy for all common or shared services. Common or shared services typically include lighting of all common areas shared by the tenants, or units owners, or which supply common services such as heating, air conditioning hot water heating, elevators, and common laundry facilities. In such cases, in addition to the individual meter for each unit, a separate house meter (or halls meter) will be required to measure the energy used for all common or shared services.

b) Requirements for Existing Multi-Unit Sites with no House Meter

Where units in an existing multi-unit site, or condominium, are metered individually and shared services are supplied through one or more unit meters (i.e. the existing multi-unit site is not equipped with a house meter or halls meter), the building owner shall enter into a contract with HCl for the supply of electricity to such unit(s).

For better clarity, the house meter account(s) shall be in the multi-unit site, or condominium, owner's name, who shall also be responsible for the payment for all energy supplied through such meter(s).

3.20.3 Main Switch and Meter Mounting Devices

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

- (a) the handle in the "open" position; and
- (b) the cover or door in the closed position.

Meter mounting devices for use on Commercial/Industrial accounts shall be installed on the load side of the Customer's main switch and be located indoor. The Customer is required to supply and install an HCl approved meter socket for the use of HCl's self-contained socket meters for the main switch ratings and supply voltages or supply and install a meter cabinet to contain HCl's metering equipment for the main switch ratings and supply voltages as required and identified by HCl at the time of the request for connection.

Meter centers installed for individual metering applications must meet the requirements specified by HCl at the time of the request for connection.

The Customer shall permanently and legibly identify each metered service with respect to its specific address, including unit or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets, and meter mounting devices.

3.20.4 Service Mains Limitations

The metering provision and arrangement for service mains in excess of either 600 A or 600 V shall be submitted to HCl for approval before building construction begins. Additional standards and requirements for services metered above 600 V can be made available upon request.

3.20.5 Special Enclosures

Specially constructed meter entrance enclosures will be permitted for outdoor use upon HCl's approval of a written application for use.

3.20.6 Meter Cables

The Customer shall provide meter loops having a length of 610-mm in addition to the length between line and load entry points.

Line and load entry points shall be approved by HCl prior to installation. Where more than two conductors per phase are used, the connectors shall be provided by the Customer. Mineral insulated, solid or hard drawn wire conductors are not acceptable for meter loops.

Any variation from the above must first be checked and approved by HCl prior to installation.

3.20.7 Single Phase Metering Requirements

For a service greater than 200Amps, a 90cm x 90cm x 30cm metering cabinet complete with removable cover and back plate shall be provided by the customer. A 25mm conduit shall be provided from the metering cabinet to the outside meter base. The distance between the meter cabinet and the meter base shall be no more than 10 meters. The meter base supplied by the customer must be 4 jaw type and must be equipped with an automatic bypass for current transformer circuits on the left side.

For underground services, a 50mm approved conduit is to be supplied and installed from the meter base to a point 500mm to 600mm below finished grade by the customer.

3.21 Three Phase Metering Requirements

3.21.1 All three phase metering installations must be located indoors. Exceptions to this may be granted only where it is advantageous to HCl.

3.21.2 For 120/208V, 4 wire services a 7 jaw meter socket is required for up to 200 amps service.

3.21.3 For 120/208V, 3 wire services, a 5 jaw meter socket is required and shall be limited to 200 amp capacity.

3.21.4 For all three phase services greater than 200 amps, the customer shall provide an appropriate sized meter cabinet inside the building. The cabinet shall have a removable back plate and a lockable cover that will accept an HCl padlock.

3.21.5 Where switchgear is used, the customer shall provide adequate space in the switchgear, subject to approval of HCl, for the metering transformers. In addition, a minimum 60cm x 60cm x 25cm cabinet shall be supplied and installed in an approved location separate from the switchgear.

3.21.6 The customer shall provide the back plate to the HCl at least 5 working days prior to requested in-service date of the facility to allow HCl staff to install the metering equipment.

3.21.7 HCl will determine when a Primary Voltage Metering Unit is required. Where a Primary Voltage metering unit is required, the customer shall supply all equipment subject to HCl approval.

3.22 Metering Equipment Boxes

3.22.1 Where such equipment is required for an electrical connection the customer will provide HCl with the items listed and the space to mount them within an electrical room.

- 3.22.2 Safe working space of not less than 1m in front of the meter/equipment location. This shall apply from the floor to ceiling.
- 3.22.3 A minimum ceiling height of 2.5m from the floor. Adequate lighting of 20 - 30 foot candles will also be provided.
- 3.22.4 The mounting height of the cabinet shall be no lower than 0.6m above the floor. The top of the cabinet shall be no higher than 2m above the floor.
- 3.22.5 All metering equipment shall be mounted on the load side of the fused disconnect device except where primary metering is required.
- 3.22.6 Details of the size of metering cabinet required and meter base requirements are as per ESA and HCi approved guidelines.

3.23 Interval Metering

- 3.23.1 HCi may install a demand or interval meter on the customer premises for the purpose of measuring demand to assign the customer to a rate class or to set the appropriate distribution services rate for that customer.
- 3.23.2 Any existing customers with an average monthly peak demand of over 1MW during a calendar year, HCi will be required to install a MIST (Meter inside the Settlements Timeframe) meter.
- 3.23.3 All new customers with an average monthly peak demand of over 500kW during a calendar year, HCi will be required to install a MIST meter.
- 3.23.4 HCi will install an interval meter to any customer upon receipt of a written request. The request may come directly from the consumer or through it's retailer in accordance with the Retail Settlements Code.
- 3.23.5 HCi will provide the interval meter subject to the following conditions:
 - a) The consumer, or it's retailer compensate HCi for all incremental costs associated with that interval meter including the capital cost, installation costs, on-going maintenance (including allowance for meter failure) verification and re-verification, installation and on-going maintenance of a communication line or link to the customers meter, and costs of all metering made redundant by a customer request for interval metering.
 - b) The distributor shall determine whether the meter will be a MIST or a MOST (Meter outside the Settlements Timeframe) meter.
 - c) A communication system utilized for MIST meters shall be in accordance with HCi requirements.
 - d) A communication line shall be required in the case of inside or restricted access to meters.
- 3.23.6 The type of metering available to each customer rate class, and the charges for each, are listed later in the Customer Specific sections of these Conditions of Supply.

3.24 Meter Reading

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

- 3.24.1 All metering data collected by HCl will be subjected to a Validating, Estimating, and Editing (VEE) process as required by both the Distribution System Code and Retail Settlement Code.
- 3.24.2 All metering activities performed by HCl shall comply with the requirements of Measurement Canada for meter installations and measurements standards.

3.25 Final Meter Reading

When a service is no longer required, the Customer or Consumer shall provide sufficient notice of the date the service is to be discontinued so that HCl can obtain a final meter reading as close as possible to the final reading date. The Customer or Consumer shall provide access to HCl or its agents for this purpose. If a final meter reading is not obtained, the Consumer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading, as determined by HCl.

- 3.25.1 Final meter reads for the purpose of performing a service transfer from one retailer to another shall be done in accordance with the Retail Settlements Code section 10.5.1.

3.26 Faulty Registration of Meters

Metering electricity usage for the purpose of billing is governed by the federal Electricity and Gas Inspection Act and associated regulations, under the jurisdiction of Measurement Canada, Industry Canada. HCl'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, HCl will determine the correction factors based on the specific cause of the metering error and the Consumer's electricity usage history. The Consumer shall pay for all the electricity supplied a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by HCl, due regard being given to any change in the characteristics of the installation and/or the demand. If Measurement Canada, Industry Canada determines that the Consumer was overcharged, HCl will reimburse the Consumer for the amount incorrectly billed.

If the incorrect measurement is due to reasons other than the accuracy of the meter, such as incorrect meter connection, incorrect connection of auxiliary metering equipment, or incorrect meter multiplier used in the bill calculation, the billing correction will apply for the duration of the error.

HCi will correct the bills for that period in accordance with the regulations under the Electricity and Gas Inspection Act.

3.27 Meter Dispute & Testing

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

Either HCl or the Customer or Consumer may request the service of Measurement Canada to resolve a dispute. If the Customer or Consumer initiates the dispute, HCl will charge the Customer or Consumer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favor of the utility.

- 3.27.1 Meter errors resulting in a dispute request by the customer or HCl will be dealt with according to Measurement Canada Standards.

3.28 Tariffs and Charges

Charges for distribution services are made as set out in the Schedule of Rates available from HCl. Notice of Rate revisions shall be published on the HCl web site or through public release by the OEB. Information about changes will also be mailed to all Consumers with the first billing issued at revised rates.

- 3.28.1 Service and Connection Fees shall apply to all new electrical service connections.
- 3.28.2 Service and Connection Fees shall also apply where an upgrade to an electrical service requires equipment upgrades to accommodate the change.

3.29 Energy Supply

- 3.29.1 HCl is obligated to provide Standard Service Supply (SSS) to customers connected to its distribution system according to the requirements of the Standard Service Supply Code and the Retail Settlements Code.
- 3.29.2 Electrical Energy rates for Standard Service Supply (SSS) customers of HCl shall be in accordance with the requirements of the relevant codes and the rate schedule approved by the Ontario Energy Board.
- 3.29.3 HCl shall provide Standard Service Supply to any customer connected to its distribution system that has:
- a) Not advised HCl in writing that the customer does not wish to be supplied with SSS electrical energy from HCl;
 - b) Has requested in writing to be supplied with SSS electrical energy from HCl, and
 - c) Is purchasing electrical energy from a retailer and the retailer is unable to sell electricity to the customer.

3.30 Equipment Deposits & Agreements

Where an owner proposes the development of premises that requires HCl to place orders for equipment for a specific project and before actual construction begins, the owner is required to sign the necessary Connection Agreement and furnish a suitable deposit before such equipment is ordered by HCl. An irrevocable (standby) letter of credit from a financial institution acceptable to HCl and in a form acceptable to HCl is acceptable in lieu of a cash deposit.

3.31 Customer Security Deposits

3.31.1 HCl security deposit policy shall include, at a minimum, the following:

- (a) a list of all potential types/forms of security accepted;
- (b) a detailed description of how the amount of security is calculated;
- (c) limits on amount of security required;
- (d) the planned frequency, process and timing for updating security;
- (e) criteria consumers or customers must meet to have security deposit waived and/or returned; and
- (f) methods of enforcement where a security deposit is not paid.

3.31.2 Whenever required by HCl including, but not limited to, as a condition of supplying or continuing to supply Distribution Services, Consumers and Customers shall provide and maintain security in an amount that HCl deems necessary and reasonable.

3.31.3 HCl will not discriminate among customers with similar risk profiles or risk related factors except where expressly permitted under the Distribution System Code.

3.31.4 HCl may require a security deposit from a customer or consumer who is not billed by a retailer under retailer-consolidated billing unless the customer or consumer has a good payment history of 1 year in the case of a residential customer, 5 years in the case of a non-residential customer or consumer in a <50 kW demand rate class, or 7 years in the case of a non-residential customer or consumer in any other rate class.

3.31.5 HCl shall provide the customer or consumer with the specific reason for requiring a security deposit.

3.31.6 **The security deposit may be waived based on the following criteria:**

- (a) The Consumer or Customer has a good payment history based on the most recent customer history with some portion in the most recent 24 months, during which time the Consumer or Customer:

had no more than one (1) notice of disconnection;

AND

had no more than one (1) payment returned for insufficient funds (“NSF”);

AND

had no disconnect/collection trip.

(b) The minimum time period for good payment history is as follows:

Residential -	1 year
Non-residential -	<50 kW demand rate class - 5 years
All other classes -	7 years

Or

The Consumer or Customer provides a letter from another electricity or gas distributor in Canada confirming good payment history. The letter must contain information consistent with the good payment criteria described in this document.

Or

The Consumer or Customer (other than those in a >5000 kW demand rate class) provides a satisfactory credit check at its expense. The acceptable Equifax Credit scores are as follows:

Residential -	Consumer Score of 700 or greater
Business -	Commercial Score of 20 or lower

Or

Residential account deposits may be waived where the Consumer or Customer enrolls in the HCi Toronto Hydro’s pre-authorized payment plan and supplies at least two pieces of identification information, provided that a deposit will be required if the pre-authorized payment plan is cancelled.

Or

(e) The customer is a bulk-metered residential condominium as defined in the Condominium Act, 1998 and has provided HCi with a signed declaration attesting to their legal status as a residential condominium corporation.

Note: In the above case, the commodity price used to calculate the deposit shall be the same as the price used by the IESO for the purpose of determining maximum net exposures and prudential support obligations for market participants other than distributors, low-volume Consumers and designated Consumers.

3.31.7 Where no deposit is on file or there is a deposit that does not meet the maximum amount, and the Consumer or Customer meets the good payment history criteria but does not meet the time frame, a new or increased deposit amount will not be added.

3.31.8 HCi will provide advance public notice of any changes to its Security Deposit policy. Notice shall be, at a minimum, provided to each customer or consumer by means of a note on and/or included with the customer’s or consumer’s bill.

3.31.9 If any of the preceding events occur due to an error by HCl or another sub-meterer, the customer's or consumer's good payment history shall not be affected.

3.31.10 The maximum amount of a security deposit which HCl may require a customer or consumer to pay shall be calculated in the following manner:

- (a) billing cycle factor x estimated bill based on the customer's or consumer's average monthly load with the sub-meterer during the most recent 12 consecutive months within the past two years, and
- (b) where relevant usage information is not available for the customer or consumer for 12 consecutive months within the past two years, or where HCl does not have systems capable of making the above calculation, the customer's or consumer's average monthly load shall be based on a reasonable estimate made by HCl.

3.31.11 Despite where a non-residential customer or consumer in any rate class other than a < 50 kW demand rate class has a credit rating from a recognized credit rating agency, the maximum amount of a security deposit which HCl may require the non-residential customer or consumer to pay shall be reduced in accordance with the following table:

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

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

3.31.13 The billing cycle factor is:

- (a) 2.5 if the customer or consumer is billed monthly;
- (b) 1.75 if the customer or consumer is billed bi-monthly, and
- (c) 1.5 if the customer or consumer is billed quarterly.

- 3.31.14 Where a customer or consumer has a payment history which discloses more than one disconnection notice in a relevant 12-month period, HCl may use that customer's or consumer'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.
- 3.31.15 The form of payment of a security deposit for a residential customer or consumer shall be cash or cheque at the discretion of the customer or consumer, or such other form as is acceptable to HCl.
- 3.31.16 The form of payment of a security deposit for a non-residential customer or consumer shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, 1991, c.46 at the discretion of the customer or consumer. HCl may also accept other forms of security such as surety bonds and third party guarantees.
- 3.31.17 HCl shall permit the customer or consumer to provide a security deposit in equal installments paid over six months. A customer or consumer may, in its discretion, choose to pay the security deposit over a shorter time period.

Note: The electricity service is subject to disconnection when over fifty percent of the security deposit remains unpaid or a payment arrangement is not honoured.

- 3.31.18 Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total deposit required by HCl.
- 3.31.19 The interest rate shall be at the Prime Business Rate as published on the Bank of Canada website less 2 percent, updated quarterly.
- 3.31.20 The interest accrued shall be paid out at least once every 12 months or on return or application of the security deposit or closure of the account, whichever comes first, and may be paid by crediting the account of the customer or consumer or otherwise.
- 3.31.21 HCl shall review every customer's or consumer's security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the customer or consumer as the customer or consumer is now in a position that it would be exempt from paying a security deposit had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.
- 3.31.22 Where it is determined that all or part of the deposit is no longer required, the account will be credited with the amount of the deposit plus accumulated interest.
- 3.31.23 Where it is determined that a deposit needs to be adjusted upward, the amount of the deposit will be added to the next regular bill and is payable by the due date of that bill. As with all outstanding balances payment arrangements that are satisfactory to HCl may be made.
- 3.31.24 A customer or consumer may, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demand in writing that HCl undertake a review to determine whether the entire amount of the security deposit is to be returned to the customer or the consumer, as the customer or consumer is now in a position that it would be exempt from paying a security deposit, had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.

- 3.31.25 Where HCl determines in conducting a review that some or all of the security deposit is to be returned to the customer or consumer, HCl shall promptly return this amount with interest to the customer or consumer by crediting the customer's or consumer's account.
- 3.31.26 If after review it is determined that the deposit needs to be adjusted upward, the amount required to bring the deposit up to date will be added to the next regular bill and is payable by the due date of that bill. As with all outstanding balances payment arrangements that are satisfactory to HCl may be made.
- 3.31.27 In the case of a customer or consumer in a > 5000 kW demand rate class, where the customer or consumer is now in a position that it would be exempt from paying a security deposit had it not already paid a security deposit, HCl is only required to return 50% of the security deposit held. Where HCl determines in conducting a review that the maximum amount of the security deposit is to be adjusted upward, HCl may require the customer or consumer to pay this additional amount at the same time as that customer's or consumer's next regular bill comes due.
- 3.31.28 HCl shall promptly return any security deposit received from the customer or consumer upon closure of the customer's or consumer's account, subject to HCl's right to use the security deposit to set off other amounts owing by the customer or consumer to HCl. The security deposit shall be returned within six weeks of the closure of an account.
- 3.31.29 HCl shall apply a security deposit to the final bill prior to the change in service where a customer or consumer changes from SSS to a retailer that uses retailer-consolidated billing, or a customer or consumer changes billing options from distributor-consolidated billing to split billing or retailer-consolidated billing. HCl shall promptly return any remaining amount of the security deposit to the customer or consumer. HCl shall not pay any portion of a customer's or consumer's security deposit to a retailer. Where a change is made from distributor-consolidated billing to split billing, HCl may retain a portion of the security deposit amount that reflects the non-payment risk associated with the new billing option.
- 3.31.30 Where all or part of a security deposit has been paid by a third party on behalf of a customer or consumer, HCl shall return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party. This obligation shall apply where and to the extent that:
- (a) the third party paid all or part (as applicable) of the security deposit directly to HCl;
 - (b) the third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that HCl return all or part (as applicable) of the security deposit to it rather than to the customer or consumer; and
 - (c) there is not then any amount overdue for payment by the customer or consumer that HCl is permitted to off set using the security deposit

3.32 Billing

HCl may, at its option, render bills to its Customers on either a monthly, every two months, quarterly or annual basis. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by HCl.

A Customer may elect aggregated billing for multiple services provided all of the following conditions are met:

- the premises and businesses are situated on one contiguous parcel of land i.e. not separated by public roadway
- all premises are under one ownership
- the services are supplied at the same voltage
- the meters are of the interval type, allowing logical totalization of the coincident demands. If interval meters are not already in place, the Customer will install the necessary equipment, at the Customer's own cost, to HCi specifications.

The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising HCi of the reason for the dispute. HCi will promptly investigate all disputes and advise the Customer of the results.

All billing activities performed by HCi will be in accordance with the Retail Settlements Code and all other relevant Codes.

3.33 Payments and Late Payment Charges General

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

Where a partial payment has been made by the Consumer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date. In the event of partial payment by a Customer, payments shall be allocated by the portions of the bill covering competitive and non-competitive electricity costs based on the ratios of the amount billed for competitive and non-competitive costs.

Outstanding bills are subject to the collection process and may ultimately lead to the service being discontinued. Service will be restored once satisfactory payment has been made. Discontinuance of service does not relieve the Customer of the liability for arrears. HCi shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service, except for physical damage to facilities arising directly from HCi's entry on the property. A reconnection charge will apply where the service has been disconnected due to non-payment.

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

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

Transfer Charge. A change of occupancy charge will apply to all accounts taken over by a new Consumer.

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

Reconnection Charge. A Consumer or Customer disconnected for nonpayment shall be required to pay a reconnection fee.

3.34 Payment Terms and Late Payment Charges Detailed

The HCl Billing is based on a 30 day cycle with meter readings taking place on day 30. Bill processing begins day 1 of the new period, with validation, printing and mailing to be completed by day 3. Any bill information requiring a validation, edit or estimate (VEE) will be processed and mailed by day 5.

Payment Terms are net 15 days. Customers are expected to issue payment by day 15.

Payment is expected to be received no later than day 20 to allow for mailing and bank processing of electronic payments.

Late Payment Charges

In the event payment is not received by day 20, interest charges of 1.8% will begin. Day 21 the First Reminder Notice will be processed and mailed to the Customer. If payment has not been received by day 28 the Second Notice will be processed and mailed to the Customer.

In the event payment has still not been received by day 35 a Disconnection Notice will be issued by registered mail and hand delivered to the Customer indicating if full payment of the amount owing (including additional charges) is not paid in full immediately that electricity will be disconnected on day 35 + 7.

Note: HCl reserves the right to adjust this cycle dependent of obligations, system and site conditions.

3.35 Customer Information

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

Upon receiving an inquiry from a Consumer connected to its distribution system, HCl will either respond to the inquiry if it deals with its own distribution services or provide the Consumer with contact information for the entity responsible for the item of inquiry, in accordance with chapter 7 of the Retail Settlement Code. An embedded distributor that receives electricity from HCl shall provide load forecasts or any other information related to the embedded distributor's system load to HCl, as determined and required by HCl. 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 licence obligations.

- 3.35.1 HCl shall ensure that all customer information remains confidential. When exchange of information from HCl to the customer is required, the exchange shall be in accordance with the requirements and processes set out in the Standard Service Supply Code, Retail Settlements Code, Affiliate Relationships Code, all other relevant codes.

3.35.2 The release of any customer information will require written authorization from the customer except as follows:

- a) The customer requests that the historical, consumer specific information be delivered directly to the customers service or billing address. This request can be performed on a verbal authorization.
- b) If a Retailer requests that a customer be transferred back to the Standard Service Supply of HCl. This shall be performed in accordance with processes established in the Retail Settlements Code.
- c) When HCl must transfer a customer back to the Standard Service Supply in the event of a payment default of the Retailer according to the requirements of the Retail Settlements Code.

Part 4 Distribution Activities (Customer Class Specific)

4.1 Residential Customers

- 4.1.1 All service supplied to single-family dwelling units for domestic or household purposes shall be classed as residential service.
- 4.1.2 Where electricity service is provided to combined residential and business (including agricultural usage) and the wiring does not provide for separate metering, the classification shall be at the discretion of the utility and should be based on such considerations as the estimated predominate consumption or the municipal tax roll classification.
- 4.1.3 This definition of Residential Customer shall apply to all detached, semi-detached, linear row housing, individually owned condominiums, individual tenant apartments or non-commercial multi-tenant facilities as applicable.
- 4.1.4 A customer requesting a new or upgraded electrical service shall be expected to pay HCl a "Connection Charge" prior to the time of the final connection.
- 4.1.5 In some areas, municipal by-laws or HCl Policy may dictate that new services are to be underground. These areas will be identified by HCl when a request for Service Connection is made.

4.2 Ownership Demarcation Residential Customers

- 4.2.1 The Ownership Demarcation is the point on the electrical distribution system where ownership, repair, and maintenance responsibility for the customer connection wires transfers from HCl to the customer.
- 4.2.2 For residential customers supplied by an overhead secondary service connection, this point of demarcation shall be on the wires only up to, but not including, the point of attachment on the building above the top of the service entrance stack.
- 4.2.3 For residential customers supplied from an overhead primary service connection, this point of demarcation shall be at the property line.
- 4.2.4 For residential customers supplied from an underground connection, this point of demarcation shall be on the wires only up to, but not including, the line side connections within the meter base located on the building. The customer retains ownership of the underground duct work, ground restoration, and all other associated structures to get the service wire to the property line.

4.3 Operational Demarcation Residential Customers

- 4.3.1 Operational Demarcation is the point on the electrical distribution system where responsibility for operational control, for safety and work protection reasons, changes from HCl to the customer.
- 4.3.2 For residential customers the point of Operational Demarcation shall be the same as the Point of Ownership Demarcation.

4.4 Service and Metering Requirements Residential Customers

- 4.4.1 The minimum service ampacity shall be 100amps. The maximum service ampacity shall be 400amps.
- 4.4.2 HCi will provide one service per each individual property. Existing properties with more than one service will be required to combine them when an upgrade is required.
- 4.4.3 The Customer shall be responsible for paying a Connection Charge for all new and upgraded electrical services (as applicable) to HCi based on the capital requirement to supply the service.
- 4.4.4 Meters locations shall be approved by HCi. For residential customers, the meter shall be located on the outside of the building at the front or on the side of the building within 3m of the front of the building. Where building additions, fencing, or other obstructions render the meter location inaccessible, the meter shall be relocated or a remote interrogation device installed in an accessible location at the customers expense.
- 4.4.5 Each residence or residential unit shall be metered separately.

4.5 Overhead Secondary Voltage Services Residential Customers

- 4.5.1 For Overhead services the customer will be charged for all materials and labour as part of the Connection Charge and Offer to Connect.
- 4.5.2 The customer shall be responsible for the supply and installation of a service entrance mast and clevis bolted to the building as per the Electrical Safety Authority requirements.
- 4.5.3 Where the service wires are in excess of 30m in length, additional support poles may be required. These will be installed by HCi at the customer's expense.
- 4.5.4 Where the service is in excess of 60m in length, HCi may require that the service be designed and installed at primary voltage.
- 4.5.5 For Overhead services, the customer will be responsible for the materials and labour required to construct the primary voltage line to within 30m of the property line.
- 4.5.6 This installation shall be inspected by the Electrical Safety Authority prior to connection.
- 4.5.7 Overhead service conductors under the ownership of HCi or assumed by HCi will be maintained by HCi.
- 4.5.8 Initial clearing and tree trimming on the customer's property shall be done by the customer according to the requirements of the Electrical Safety Authority.
- 4.5.9 Subsequent tree trimming and brush removal required on the customer's property to protect the service from damage will be the responsibility of the customer and must be completed by either qualified personnel or with the line isolated and de-energized by HCi. Tree trimming along the road allowance will be done by HCi or the servicing LDC.
- 4.5.10 This hazardous work must be done by staff qualified under the Electrical Utility Safety Association (EUSA).

- 4.5.11 HCl will disconnect the power, free of charge during normal business hours, for this work to occur once per year at the request of the customer.

4.6 Underground Services Residential Customers

Customers requesting an underground service in an overhead area will be required to pay 100% connection costs for the underground service less the Standard Allowance for an overhead service.

The owner shall pay for any necessary road crossings. The trench route must be approved by HCl and is to follow the route indicated on the underground drawing supplied by HCl. Any deviation from this route must be approved by HCl. The Customer will be responsible for HCl's costs associated with re-design and inspection services due to changes or deviations initiated by the Customer or its agents. The owner will assure the provision for the service entrance and meter meets HCl approval.

Where there are other services to be installed (e.g. gas, telephone, and cable) these shall be coordinated to avoid conflict with HCl's underground cables. HCl's installation will not normally commence until all other servicing and grading have been completed. It is the responsibility of the owner or his/her contractor to obtain clearances from all of the utility companies (including HCl) before digging.

It is the responsibility of the owner to contact HCl to inspect each trench prior to the installation of HCl's service cables. The owner shall provide unimpeded access for HCl to install the service. The owner shall ensure that any intended tree planting has appropriate clearance from underground electrical plant.

4.6.1 Underground Service Requirements

The Customer shall construct or install all civil infrastructure (including but not limited to poles, UG conduits, cable chambers, cable pull rooms, transformer room/vault/pad) on private property, that is deemed required by HCl as part of its Connection Assets. All civil infrastructures are to be in accordance with HCl's current standards, practices, specifications and this Conditions of Service and are subject to HCl's inspection/acceptance.

The Customer is responsible to maintain all its structural and mechanical facilities on private property in a safe condition satisfactory to HCl. The trench route must be approved by HCl. Any deviation from this route must also be approved by HCl. The Customer will be responsible for HCl's costs associated with re-design and inspection services due to changes or deviations initiated by the Customer or its agents or any other body having jurisdiction.

It is the responsibility of the owner or his/her contractor to obtain clearances from all of the utility companies (including HCl) before digging. It is the responsibility of the owner to contact HCl to inspect each trench prior to the installation of HCl's cables.

- 4.6.2 All transformation shall be at the expense of the customer.

- 4.6.3 For all services, the customer will be charged for all additional materials and labour as part of the Connection Charge.

- 4.6.4 The customer is responsible for all materials and labour associated with installing the underground duct from the meter base to the property line. This duct work will be installed to HCi specifications and will be inspected prior to backfilling is completed.
- 4.6.5 HCi shall not be responsible for any restoration costs of the grounds, driveways, sidewalks, shrubs and plants in the area of the work occurring at the time of construction or during subsequent repairs.
- 4.6.6 For repairs to underground services, HCi will locate the point of the fault at its cost. The customer is responsible for the excavation and exposure of the wire or duct sufficient to allow HCi staff access to make the necessary repairs. HCi shall not be responsible for any restoration costs of the grounds, driveways, sidewalks, shrubs and plants in the area of the work.
- 4.6.7 The customer shall be responsible for the supply and installation and maintenance of a meter base and all service entrance equipment beyond according the requirements of the Electrical Safety Authority.
- 4.6.8 The customer is responsible for all connection costs including the cost of installation and connection from the property line to the distribution system on the road allowance, as described in the Offer to Connect issued by HCi.
- 4.6.9 For underground services up to 200amp, the meter socket shall have a minimum capacity of 200amps.

4.7 Special Contracts Residential Customers

- 4.7.1 No specific contract for service, other than any required for the supply of electrical distribution services, is required with a residential customer.

4.8 Other Conditions Residential Customers

- 4.8.1 Any other specific conditions related to residential customer connections will be communicated in writing to the customer at the time of the customer connection application.

4.9 General Service (Below 50kW Demand)

- a) The Customer shall supply the following to HCi well in advance of the customer installation commencement:
- Required in-service date
 - Proposed Service Entrance equipment's Rated Capacity (Amperes) and Voltage rating and metering requirements
 - Propose Total Load details in kVa and/or kW (Winter and Summer)
 - Locations of other services, gas, telephone, water and cable TV.
 - Details respecting heating equipment, air-conditioners, motor starting current limitation and any appliances which demand a high consumption of electricity
 - Survey plan and site plan indicating the proposed location of the service entrance equipment with respect to public rights-of-way and lot lines.
 - For General Service (50 – 999kW and 1000kW and above) Class Customers, electrical, architectural and/or mechanical drawings as required by HCi.

- b) The Customer shall construct and install all civil infrastructure (including but not limited to poles, UG conduits, cable chambers, cable pull rooms, transformer room/vault/pad) on private property, that is deemed required by HCl as part of its connection assets. All such civil infrastructures are to be in accordance with HCl's current standards, practices, specifications and this Conditions of Service and are subject to HCl's inspection and acceptance.

Should the Customer construct and install the civil infrastructure related to connection assets, HCl shall not include the associated civil component in its calculation of Basic and Variable Connection Fees.

- c) Alternatively, the Customer may have HCl construct and install the civil infrastructure that forms part of HCl's connection assets on private property and the Customer will therefore be responsible for all costs via Basic Connection and Variable connection Fees (as applicable).
- d) HCl is responsible for the maintenance and repairs of its connection assets **but not** the transformer room(s) or any other civil structure that is part of the Customer's building.
- e) When effecting changes the Customer shall maintain sufficient clearances between electrical equipment and buildings and other permanent structures to meet the requirements of the Ontario Electrical Safety Code and the Occupational Health & Safety Act and Regulations.
- f) It is the responsibility of the owner or his/her contractor to obtain clearances from all of the utility companies (including HCl) before digging.
- g) Provided the existing civil infrastructure has been maintained in satisfactory conditions by the Customer, HCl will undertake the necessary programs to enhance its distribution plant at its expense, as part of its planned activities during normal business hours, Monday to Friday. When a Customer requests that such planned activities be done outside HCl's normal business hours, then the Customer shall pay the incremental costs incurred by HCl as a result thereof. A Customer contribution may not be required for work performed outside of normal business hours if the work is part of planned maintenance programs on HCl distribution system. In the event that services or facilities to a Customer need to be restored as a result of these construction or maintenance activities by HCl they will be restored to an equivalent condition. In addition, HCl will carry out the necessary construction and electrical work to maintain existing supplies by providing standard overhead or underground supply services to Customers affected by HCl's construction activities. If a Customer requests special construction beyond the normal HCl standard installation in accordance with the program, the Customer shall pay the additional cost associated therewith, including engineering and administration fees.
- h) HCl shall install, maintain, and replace, at its own cost, all those civil infrastructures that are part of its main distribution system (i.e. not including connection assets) that may be located on private property and which serve Customers that are located outside of that private property. These HCl civil infrastructures will require an easement.

- i) The Customer shall install, maintain, and replace, at its own cost, all those civil infrastructures located on private property that are required to house the connection assets (i.e. the electrical equipment owned by HCl) that serve Customers that are located on that private property. Where changes to Customer's civil infrastructure are part of an HCl initiated enhancement project, HCl may absorb the costs of modifications to the Customer's civil infrastructure, provided the existing civil infrastructure has been maintained in satisfactory condition by the Customer.
- j) The Customer shall maintain in proper working conditions all Customer-owned service disconnecting devices (such as main switch and secondary breakers) that HCl may need to operate for safety of its operations. HCl shall not be liable if a switch / breaker were become inoperative or get damaged during its operation.

4.9.1 A General Service (Below 50kW Demand) customer shall be any customer not designated as Residential, and that has an average monthly peak electrical demand of not more than 50kW over 12 consecutive billing periods.

4.9.2 A customer requesting a new or upgraded electrical service shall be expected to pay HCl a "Connection Charge" prior to the time of the final connection.

4.9.3 In some areas, municipal by-laws or HCl Policy will dictate that new or upgraded services shall be underground. These areas will be identified by HCl when a request for Service Connection is made.

4.10 Ownership Demarcation Below 50kW Demand

4.10.1 The Ownership Demarcation is the point on the electrical distribution system where ownership, repair, and maintenance responsibility for the service connection wires transfers from HCl to the customer.

4.10.2 For General Service (Under 50kW) customers supplied by an existing overhead secondary service connection, this point of demarcation shall be on the wires only up to, but not including, the top of the service stack.

4.10.3 For General Service (Under 50kW) customers supplied from an underground secondary service connection, this point of demarcation shall be on the wires only at the point of connection on the pole.

4.10.4 The customer retains ownership of all wire, conduit, weather head, underground duct work, ground restoration, and all other associated structures to get the service wire to the point of connection.

4.11 Operational Demarcation Below 50kW Demand

4.11.1 Operational Demarcation is the point on the electrical distribution system where responsibility for operational control, for safety and work protection reasons, changes from HCl to the customer.

4.11.2 For General Service (Under 50kW) customers the point of Operational Demarcation shall be the first gang operated load break device within the building.

4.12 Service and Metering Requirements Below 50kW Demand

- 4.12.1 The minimum service ampacity shall be 100amps. The maximum service ampacity shall be 200 amps.
- 4.12.2 HCl will provide one service per each individual property. Existing properties with more than one service may be required to combine them when an upgrade is required.
- 4.12.3 Consideration may be given to provide individual services on a single property, under one ownership to separate and free standing buildings. The customer will be required to pay the Connection charges for each service on the property.
- 4.12.4 The Customer shall be responsible for paying a Connection Charge for all new and upgraded electrical services (as applicable) to HCl.
- 4.12.5 The customer will be supplied at one voltage only. Where more than one service per property is granted by HCl, all services shall be of the same voltage.
- 4.12.6 Single phase step-down transformers from 600/347V to another voltage level may be supplied and installed by the customer on his premises provided the total capacity of these units does not exceed 25% of the customers total demand and not to exceed 24kVA.
- 4.12.7 Meters locations shall be approved by HCl. For General Service (Under 50kW) customers, the meter shall be located inside of the building in a suitable location.

4.13 New and Upgraded Overhead Secondary Voltage Services Below 50kW Demand

- 4.13.1 If overhead transformation with sufficient capacity and service voltage is existing, HCl will supply and install the service wires to the customer service entrance mast and will charge the customer the applicable Service & Connection Charge.
- 4.13.2 Where there is no existing overhead transformation or existing transformation capacity is insufficient, or of an incorrect service voltage, HCl will consider the service to be an expansion to the system and will provide the customer with an Offer to Connect for the service
- 4.13.3 This Offer to Connect process will determine the Service and Connection Charge to be paid by the customer at the time of connection.
- 4.13.4 The customer shall be responsible for the supply and installation of a service entrance mast and clevis bolted to the building as per the Electrical Safety Authority requirements.
- 4.13.5 Where the service wires are in excess of 30m in length, additional support poles may be required. These will be installed by HCl at the customer's expense.
Where the service is in excess of 60m in length, HCl may require that the service be designed and installed at primary voltage. The Offer to Connect will outline all costs associated with the connection of the customer service.
- 4.13.6 Overhead service conductors under the ownership of HCl will be maintained by HCl.
- 4.13.7 Initial clearing and tree trimming on the customers property shall be done by the customer according to the requirements of the Electrical Safety Authority.

- 4.13.8 Subsequent tree trimming and brush removal required on the customer's property to protect the service from damage will be the responsibility of the customer and must be completed by either qualified personnel or with the line isolated and de-energized by HCl. Tree trimming along the road allowance will be done by HCl.
- 4.13.9 This hazardous work must be done by staff qualified under the Electrical Utility Safety Association (EUSA).
- 4.13.10 HCl will disconnect the power, free of charge during normal business hours, for this work to occur once per year at the request of the customer.

4.14 New and Upgraded Underground Secondary Voltage Services Below 50kW Demand

- 4.14.1 If transformation with sufficient capacity and service voltage is existing, the customer will supply and install the service wires to the point of connection. HCl will supply and install all necessary equipment on the pole within the applicable Service & Connection Charge.
- 4.14.2 Where there is no existing transformation, or existing transformation capacity is insufficient, or of an incorrect service voltage, HCl will consider the service to be an expansion to the system and will provide the customer with an Offer to Connect for the service.
- 4.14.3 This Offer to Connect process will determine the Service and Connection Charge to be paid by the customer at the time of connection.
- 4.14.4 The customer is responsible for all materials and labour associated with installing the underground duct and service wire from the meter base or service entrance panel to the point of connection on the pole.
- 4.14.5 HCl shall not be responsible for any restoration costs of the grounds, driveways, sidewalks, shrubs and plants in the area of the work occurring at the time of construction or during subsequent repairs.
- 4.14.6 The customer shall be responsible for the supply, installation, and maintenance of a meter equipment cabinet and all service entrance equipment according the requirements of the Electrical Safety Authority.
- 4.14.7 HCl is responsible for all installation and connection from the property line to the distribution system on the road allowance. These costs will be charged to the customer within the Connection Charge.
- 4.14.8 For underground services up to 200amp, the meter socket shall have a minimum capacity of 200amps.

4.15 Special Contracts Below 50kW Demand

- 4.15.1 Generally no specific contract for service is required, other than any required for the supply of electrical distribution services.

4.15.2 Depending on the nature of the customer's facility, HCl may require the customer to enter into a Connection Agreement, which is concerned with the technical aspects of the connection.

4.16 Other Conditions Below 50kW Demand

4.16.1 A customer requesting a new service connection should be aware that HCl will require at least 6-8 weeks notice of the intention to proceed in advance of the requested in-service date. This is required to ensure delivery of the required materials and labour scheduling.

4.16.2 Coreflex cables attached to the pole will no longer be allowed. All service wires attached to HCl poles must be in conduit.

4.17 General Service (Above 50kW Demand)

4.17.1 A General Service (Above 50kW Demand) customer shall be any customer not designated as Residential, and that has an average monthly peak electrical demand of more than 50kW over 12 consecutive billing periods.

4.18 Ownership Demarcation Above 50kW Demand

4.18.1 The Ownership Demarcation is the point on the electrical distribution system where ownership, repair, and maintenance responsibility for the customer connection wires transfers from HCl to the customer.

4.18.2 For General Service (Above 50kW Demand) customers supplied by an existing overhead secondary service connection, this point of demarcation shall be on the wires only up to, but not including, the service stack.

4.18.3 For General Service (Above 50kW Demand) customers supplied from an underground secondary service connection, this point of demarcation shall be on the wires only up to the point of connection on the pole.

4.18.3 The customer retains ownership of all wire, conduit, weather head, underground duct work, ground restoration, and all other associated structures to get the service wire to the point of connection on the pole.

4.18.4 For General Service (Above 50kW Demand) customers supplied from an underground connection from a pad mounted transformer, this point of demarcation shall be on the secondary terminals of the transformer.

4.19 Operational Demarcation Above 50kW Demand

4.19.1 Operational Demarcation is the point on the electrical distribution system where responsibility for operational control, for safety and work protection reasons, changes from HCl to the customer.

- 4.19.2 For General Service (Above 50kW Demand) customers the point of Operational Demarcation shall be the first gang operated load break device within the building or on the property.
- 4.19.3 Service and Metering Requirements Above 50kW Demand
- 4.19.4 The minimum service ampacity for an overhead connection shall be 100amp. The maximum service ampacity for an underground connection from pole mounted transformation shall be 300kVA.
- 4.19.5 For services requiring greater than 300kVA, the service must be supplied from a pad mounted transformer installation.
- 4.19.6 HCl will provide one service per each individual property. Existing properties with more than one service may be required to combine them when an upgrade is required.
- 4.19.7 The Customer shall be responsible for paying a Connection Charge for all new and upgraded electrical services (as applicable) to HCl.
- 4.19.8 Service voltages available to General Service (Above 50kW Demand) customers are as per LDC guidelines and HCl Offer to Connect.
- 4.19.9 Meters locations shall be approved by HCl for General Service (Above 50kW Demand) customers, the meter shall be located on the inside of the building within the electrical service room. Where building additions, renovations, or other obstructions render the meter location inaccessible, the meter shall be relocated or a remote interrogation device installed in an accessible location at the customers expense.
- 4.19.10 For commercial malls with multiple separate business units, each business or business unit may be metered separately. The location of meters shall be approved by HCl.

4.20 New and Upgraded Overhead Secondary Voltage Services Above 50kW Demand

- 4.20.1 If overhead transformation with sufficient capacity and service voltage is existing, HCl will supply and install the service wires to the customer service entrance mast and will charge the customer the applicable Service & Connection Charge.
- 4.20.2 Where there is no existing overhead transformation or existing transformation capacity is insufficient, or of an incorrect service voltage, HCl will consider the service to be an expansion to the system and will provide the customer with an Offer to Connect for the service.
- 4.20.3 This Offer to Connect process will determine the Service and Connection Charge to be paid by the customer at the time of connection.
- 4.20.4 Where street cross over poles are required, these will be placed on the road allowance and will be provided by HCl as part of the Connection Charge.

- 4.20.5 The customer shall be responsible for the supply and installation of a service entrance mast and clevis bolted to the building as per the Electrical Safety Authority requirements.
- 4.20.6 Where the service wires are in excess of 30m in length, additional support poles may be required. These will be installed by HCl at the customer's expense.
- 4.20.7 Where the service is in excess of 60m in length, HCl may require that the service be designed and installed at primary voltage. The Offer to Connect will outline all costs associated with the connection of the customer service.
- 4.20.8 Overhead service conductors under the ownership of HCl will be maintained by HCl.
- 4.20.9 Initial clearing and tree trimming on the customer's property shall be done by the customer according to the requirements of the Electrical Safety Authority.
- 4.20.10 Subsequent tree trimming and brush removal required on the customer's property to protect the service from damage will be the responsibility of the customer and shall be completed by qualified personnel or with the line isolated and de-energized by HCl.
- 4.20.11 Tree trimming along the road allowance will be done by HCl.
- 4.20.12 This hazardous work must be done by staff qualified under the Electrical Utility Safety Association (EUSA).
- 4.20.13 HCl will disconnect the power, free of charge during normal business hours, for this work to occur once per year at the request of the customer.

4.21 New or Upgraded Underground Secondary Voltage Services From Pole Mounted Transformation Above 50kW Demand

- 4.21.1 If overhead transformation with sufficient capacity and service voltage is existing, the customer will supply and install the service wires, conduit, weather head, etc to the point of connection on the pole. HCl will supply and install all pole mounted hardware and will charge the customer the applicable Service & Connection Charge.
- 4.21.2 Where there is no existing overhead transformation, or existing transformation capacity is insufficient, or of an incorrect service voltage, HCl will consider the service to be an expansion to the system and will provide the customer with an Offer to Connect for the service.
- 4.21.3 This Offer to Connect process will determine the Service and Connection Charge to be paid by the customer at the time of connection.
- 4.21.4 The customer is responsible for all materials and labour associated with installing the underground duct from the meter base to the property line. This duct work will be installed to HCl specifications and will be inspected prior to backfilling is completed.
- 4.21.5 HCl is not responsible for any restoration costs of the grounds, driveways, sidewalks, shrubs and plants in the area of the work.

- 4.21.6 The customer shall be responsible for the supply and installation of a meter equipment cabinet and all service entrance equipment according the requirements of the Electrical Safety Authority.
- 4.21.7 HCi is responsible for all costs of installation and connection from the property line to the distribution system on the road allowance.
- 4.21.8 For underground services up to 200amp, the meter socket shall have a minimum capacity of 200amps.

4.22 Services Supplied From Pad Mounted Transformers Above 50kW Demand

- 4.22.1 For all new services to a single customer that are to be supplied from a new pad mounted transformation, HCi will be consider these as system expansions and will provide the customer with an Offer to Connect for the service.
- 4.22.2 This Offer to Connect process will determine the Service and Connection Charge to be paid by the customer at the time of connection.
- 4.22.3 For new services from an existing pad mounted transformer with sufficient capacity and service voltage, the customer will supply and install the service wires, connectors, conduit, etc to the point of connection on the secondary terminals of the transformer. HCi will connect the wires to the transformer and will charge the customer the applicable Service & Connection Charge.

4.23 Special Contracts Above 50kW Demand

- 4.23.1 Generally no specific contract for service is required, other than any required for the supply of electrical energy.
- 4.23.2 Depending on the nature of the customer's facility, HCi may require the customer to enter into a Connection Agreement.

4.24 Other Conditions Above 50kw Demand

- 4.24.1 A customer requesting a new service connection should be aware that HCi will require at least 6-8 weeks notice of the intention to proceed in advance of the requested in-service date. This is required to ensure delivery of the required materials and labour scheduling.

4.25 General Service (Above 1000kW Demand)

- 4.25.1 A General Service (Above 1000kW Demand) customer shall be any customer not designated as Residential, and that has an average monthly peak electrical demand of more than 1000kW over 12 consecutive billing periods.

4.26 Ownership Demarcation Above 1000kW Demand

- 4.26.1 The Ownership Demarcation is the point on the electrical distribution system where ownership, repair, and maintenance responsibility for the customer connection wires transfers from HCi to the customer.

- 4.26.2 For General Service (Above 1000kW Demand) customers supplied by an overhead connection, this point of demarcation shall be the single phase in-line switches, or in-line fuses, located at the property line. The line, poles, transformers, and devices beyond these shall be under the ownership of the customer unless other agreements are made.
- 4.26.3 For General Service (Above 1000kW Demand) customers supplied from an underground connection, this point of demarcation shall be the line side terminals of the customers primary cable connection.
- 4.26.4 The customer retains ownership of the underground duct work, primary cables, transformers, ground restoration, and all other associated structures to get the primary service wire to the connection point.

4.27 Operational Demarcation Above 1000kW Demand

- 4.27.1 Operational Demarcation is the point on the electrical distribution system where responsibility for operational control, for safety and work protection reasons, changes from HCi to the customer.
- 4.27.2 For General Service (Above 1000kW Demand) customers the point of Operational Demarcation shall be determined during the design stages of the Connection process, but generally it will be the first gang operated load break device supplying the property or facility.

4.28 Service and Metering Requirements Above 1000kW Demand

- 4.28.1 HCi will provide one service per each individual property. Existing properties with more than one service may be required to combine them when an upgrade is required.
- 4.28.2 The Customer shall be responsible for paying a Connection Charge for all new and upgraded electrical services (as applicable) to HCi.
- 4.28.3 Service voltages available to General Service (Above 1000kW Demand) customers are as per LDC guidelines and HCi Offer to Connect.
- 4.28.4 Metering installations and locations shall be approved by HCi. For General Service (Above 1000kW Demand) customers, the metering facilities shall be interrogated remotely through a metering system operated by HCi.
- 4.28.5 General Service (Over 1000kW Demand) customers may be required to be Primary Voltage Metered. This determination of primary vs. secondary metering will be made by HCi and communicated to the customer at the early stages of the process or through the Offer to Connect process.

4.29 Overhead Services Above 1000kW Demand

- 4.29.1 HCi will supply and install all labour, hardware, and overhead wire to the edge of the property, as part of the Connection Charge to be paid prior to the time of connection.

- 4.29.2 The customer will also be charged for any work performed by HCl at the request of the customer on the customer's property. An estimate of the cost of such work will be provided to the customer.
- 4.29.3 Where street cross over poles are required, these will be placed on the road allowance and will be provided by HCl as part of the Connection Charge.
- 4.29.4 The customer shall be responsible for the supply and installation of all station components, transformers and service entrance equipment as per the Electrical Safety Authority requirements.
- 4.29.5 Overhead service conductors under the ownership of HCl will be maintained by HCl.
- 4.29.6 Initial clearing and tree trimming on the customers property shall be done by the customer according to the requirements of the Electrical Safety Authority.
- 4.29.7 Subsequent tree trimming and brush removal required on the customer's property to protect the service from damage will be the responsibility of the customer. Tree trimming along the road allowance will be done by HCl.
- 4.29.8 This hazardous work must be done by staff qualified under the Electrical Utility Safety Association (EUSA).
- 4.29.9 HCl will disconnect the power, free of charge during normal business hours, for this work to occur once per year at the request of the customer.

4.30 Underground Services Above 1000kW Demand

- 4.30.1 The customer will supply and install all labour, hardware, and underground wire to the point of connection.
- 4.30.2 HCl will supply and install all pole mounted hardware and will charge the customer as part of the Connection Charge to be paid prior to the time of connection.
- 4.30.3 The customer will also be charged for any work performed by HCl at the request of the customer on the customer's property. An estimate of the cost of such work will be provided to the customer.
- 4.30.4 The customer shall be responsible for the supply and installation of all station components, transformers and service entrance equipment as per the Electrical Safety Authority requirements.
- 4.30.5 Underground service conductors under the ownership of HCl will be maintained by HCl.

4.31 Special Contracts Above 1000kW Demand

- 4.31.1 The customer must enter into a Connection Agreement with HCl before a service is connected.

- 4.31.2 Part of the Connection Agreement will be an Operations and Maintenance Schedule, which is concerned with the technical aspects of the connection and communications in the event of emergencies.

4.32 Other Conditions Above 1000kW Demand

- 4.32.1 No customer connections over 1000kW demand will be allowed on the 4kV or 8kV distribution systems.

4.33 Un-metered Connections

- 4.33.1 Application to connect an un-metered load to the HCi distribution system can be made by calling the Customer Service department to initiate the process for connection.
- 4.33.2 Only loads approved for connection to the HCi system shall be connected.
- 4.33.3 The customer shall provide detailed manufacturers information with regard to electrical demand/consumption and schedule for usage to HCi as part of the application for connection process.
- 4.33.4 Where it is advantageous to HCi, HCi may require the customer to provide metering facilities for a specific load or group of devices. This determination will be made prior to connection and will be indicated to the customer at the time of receiving the Application to Connect. All metering facilities shall be according to the general metering requirements.

4.34 Street Lights

All services supplied to street lighting equipment owned by or operated for a municipality or the Province of Ontario shall be classified as Street Lighting Service. For rate structure details refer to the servicing LDC's Schedule of Rates.

In addition to complying with this Conditions of Electrical Service, all Street Lighting plant, facilities, or equipment owned by the Customer must comply with all Electrical Safety Authority (ESA) requirements.

The method and location of underground supply to Street Lighting plant from the HCi's distribution system will be established for each application through consultation with HCi.

Charges related to the Connections of Street Lighting will be recovered via a Basic Connection Fee for a Standard Allowance/Basic Connection and a Variable Connection Fee (if applicable) consistent with the Ownership Demarcation Point.

- 4.34.1 All new street lights connected to the system shall be installed according to the requirements of the Electrical Inspection Authority.
- 4.34.2 All new street lights shall be equipped with a photocell switch integral to the light housing or equivalent.

- 4.34.3 Wherever possible, all streetlight retrofits or upgrades will be as per current specification.
- 4.34.4 The customer shall submit drawings and detailed manufacturers information prior to the connections to the distribution system being made. This information will be used to determine the billing requirements.
- 4.34.5 Unless notified in writing by the customer, the streetlights will be considered connected to the system and will be billed accordingly. (Either metered or unmetered)

4.35 Telecommunications Equipment

- 4.35.1 Application to connect telecommunications equipment to the HCi distribution system can be made by calling the Customer Service department to initiate the process for connection.
- 4.35.2 Only loads approved for connection to the HCi system shall be connected.
- 4.35.3 The customer shall provide detailed manufacturers information with regard to electrical demand/consumption and schedule for usage to HCi as part of the application for connection process.
- 4.35.4 HCi will require the customer to provide metering facilities for a specific load or group of devices. This determination will be made prior to connection and will be indicated to the customer at the time of receiving the Application to Connect. All metering facilities shall be according to general metering requirements.

Part 5 Appendices

Appendix 5.1 HCl Arrears Collection/Disconnection Policy

Arrears Collection/Disconnection Policy

1. First Notice will be forwarded to client when account is 15 business days in arrears (date from when bill is mailed).
2. Second Notice will be forwarded to client 7 days after first notice if payment has not been received or arrangements for payment have not been made with Customer.
3. Disconnection Notice will be forward to client 7 days after Second Notice if payment has not been received or arrangements for payment have not been made with Customer Service.

Note: Failure to bring account current after Disconnection notice is issued will result in disconnection of services. Prior to resumption of services the following conditions will need to be fulfilled:

1. All amounts due for services rendered, accrued interest and all service charges must be paid.
2. Security deposit must be paid.

Appendix 5.2 HCi PRIVACY POLICY

Your privacy is important to Hydro Connection Inc. (“**HCi**”, “**us**” or “**we**”). Please read this privacy policy carefully to learn about what we do with your personal information.

We may change this policy by posting notice of the change on our website at www.hydroconnection.com. The revised policy will also be available from our Chief Privacy Officer by calling 1-877-907-6937.

Overview

5.3.1 What personal information does HCi collect?

We collect personal information both from you and from third parties, including the owners or managers of the building you live in. This information includes your name, address, telephone number(s), employer information and credit information. It may also include information about the number of persons in your household, your electricity consumption habits, and the payments you make for electricity consumption.

5.3.2 Why does HCi collect personal information?

We have been charged with managing the electrical distribution system in the building you live in, including providing services designed to optimize the use of power, fairly allocate the costs of power usage among residents and other users in your building, bill for electricity usage, analyse usage and generate reports, issue invoices for electricity usage and collect payments. The personal information we obtain allows us to efficiently and effectively carry out our management tasks.

5.3.3 How does HCi use the personal information it collects?

We set up electricity accounts that pertain to our “smart metering” system, allocate accounts to households and other users within your building, generate reports for the building owners or managers who have a need to know, collect payments for electricity usage and carry on other activities that relate to good management of the electrical distribution system in the building. We use the personal information we collect to establish, manage, or terminate our relationship with and to provide services and products to our customers, including issuing invoices, collecting and processing payments and fulfilling contractual obligations of both HCi and the building owners or managers. We may use the personal information we collect as the basis for taking steps to improve our service and to improve the efficiency of the electricity distribution system in the building. We may ask you and others to join in focus groups and may use the personal information we have for the purpose of analysis of the findings of the focus groups.

5.3.4 To whom does HCl disclose personal information, and why?

We may report electricity usage and payment for such usage to the building owners or managers and may, in the event of non-payment, disclose that fact to the relevant credit reporting agencies, electricity local distribution companies and others that have a legitimate interest in the building's distribution system and its management. We may also disclose your personal information to:

- a person who, in our reasonable judgement, is seeking information as your agent, e.g. your spouse or accountant
- a company or individual employed by us to perform functions on our behalf or to assist us in the development, enhancement, marketing or provision of any HCl products or services
- an agent used by us to evaluate your creditworthiness or to collect your account
- a legal, financial, insurance, or other advisor in connection with the operation of our business
- a third party in connection with the sale, merger or reorganization of all or part of our business or operation, only to the extent such disclosure is reasonably necessary for such third party to evaluate or close such business transaction, or in the case of disclosure to a third party advisor, only to the extent reasonably necessary for such third party advisor to perform its function
- as required or permitted by law
- a credit reporting agency
- a public authority or agent of public authority as required by law or if, in our reasonable judgement, it appears that there is imminent danger to life or property
- a third party or parties where you consent to such disclosure or disclosure is required or permitted by law

5.3.5 What does HCl do to protect personal information?

We are responsible for protecting personal information in our possession or custody or under our control, including personal information that has been transferred to, or received from a third party for processing or other purposes. We have appointed a Chief Privacy Officer to be accountable for compliance with this policy. The Chief Privacy Officer has implemented the following:

- procedures to protect personal information and to oversee our compliance with this policy
- procedures to receive and respond to inquiries or complaints
- training of our employees about this policy
- making readily available to you specific information about our personal information policies and practices through our website at www.hydroconnection.com.
- maintaining security measures such as restricted access facilities and locked filing cabinets
- using electronic security measures for computerized personal information such as password protection and personal identification numbers
- using organizational processes such as limiting access to personal information to a selected group of individuals who have a need to know it
- maintaining contractual obligations with third parties who need access to personal information by requiring them to protect and secure the personal information

5.3.6 What does HCl do with my personal information when I move out of the building or am no longer a customer?

Once your personal information is no longer required to fulfill the identified purposes and is no longer required to be retained for legal or business purposes, it will be destroyed, erased, or made anonymous in a manner appropriate to the sensitivity of the information.

5.3.7 How can I learn more?

Upon request, our representatives collecting your personal information will explain the purposes for collection in further detail or refer you to a designated person within HCl who shall explain the purposes. Unless required or permitted by law, HCl will not use or disclose, for any new purpose, your personal information that has been collected without first identifying and documenting the new purpose and obtaining your consent.

5.3.8 Consent

Your knowledge and consent are commonly required for the collection, use and disclosure of your personal information for the identified purposes. In certain circumstances, however, we may collect, use or disclose personal information without your knowledge and consent. Such circumstances include:

- if it is in your interests to do so and your consent cannot be obtained in a timely way, such as when you are seriously ill or mentally incapacitated
- If seeking your consent might defeat the purpose of collecting the information, such as in the investigation of a breach of an agreement or a contravention of a federal or provincial law
- If collection from a third party is necessary to verify the accuracy of the personal information we collect about you
 - to a lawyer representing HCl
 - for the purpose of collecting a debt you owe to HCl
 - to comply with a subpoena, warrant, court order or government order under applicable legislation
 - as may otherwise be required or authorized by law

5.3.9 Withholding of Consent

We will not, as a condition of supplying a product or service to you, require you to consent to the collection, use or disclosure of personal information for purposes beyond those that are necessary for us to supply our services. However, if you refuse to provide the level of consent required for the supply of service, we will not be able to provide the service. This may mean that electrical power may not be delivered to your unit.

You may withdraw your consent at any time upon reasonable notice. By doing so, however, our ability to continue to provide you with services might be hindered or even made impossible. To withdraw consent, you should contact our

Chief Privacy Officer by telephone at 1-877-907-6937. Upon receiving notice of withdrawal, we will again inform you of the consequences of your withdrawal of consent.

5.3.10 Right to access your Personal Information

If you wish to access your personal information that we have in our files, or to receive information about how we have used it and to whom we have disclosed it, we will provide you that information at a reasonable charge. However, we may not be able to allow you such access if your access would likely reveal personal information about a third party, could reasonably be expected to threaten the life or security of another individual, if it would reveal confidential information or information which is protected under solicitor-client privilege, or if there are other circumstances recognized by law.

You may seek access to your personal information by calling our Chief Privacy Officer at 1-877-907-6937.

5.3.11 Challenging Compliance

If you have any questions, comments, concerns, or complaints about our compliance with this policy or applicable privacy legislation, you should contact our Chief Privacy Officer. The Privacy Officer is required to investigate all complaints and report on his findings to the President of HCl. If a complaint is found to be justified, we will take appropriate measures to resolve the complaint including, if appropriate, amending our policies and procedures. We will inform you in writing of the outcome of the investigation.

Appendix 5.3 HCi Standard Service Charges

HCi has adopted the standard charges as defined by The Ontario Energy Board for the following services.

Service	Description	Charge
Duplicate invoices for previous billing	Request is for single or multiple bills that have already been mailed and the customer is requesting another copy.	\$15.00 per bill
Returned Cheque	Fee for cheque returned due to insufficient funds.	\$40.00
Account Set-Up (existing building)	For establishing a new energy account with HCi.	\$25.00
Account Set-Up (new building and connection)	For establishing a new energy account and connection with HCi.	\$450.00
Special Meter Reads	When a customer requests a meter reading outside the normal business hours or to validate an existing meter reading that HCi has previously confirmed is correct.	\$50.00
Collection of Account(Field Collection Charge)	This charge applies when a 7-day disconnection notice is delivered to a customer for an outstanding account. A collection of payment may or may not take place at this time. OR When we need to dispatch a field agent to the service location to collect a payment on a customer's request.	\$50.00
Disconnect/Reconnect at meter during regular hours	Upon disconnection of a metered service based on a customer request, or upon the request for reconnection of a meter that was previously disconnected for arrears during regular hours.	\$65.00
Disconnect/Reconnect at meter after regular hours	Upon disconnection of a metered service based on a customer request, or upon the request for reconnection of a meter that was previously disconnected for arrears after regular hours.	\$285.00
Disconnect/Reconnect at pole during regular hours	Upon disconnection at the hydro pole based on a customer request or the reconnection of service at the pole that was disconnected for arrears during regular hours.	\$385.00
Disconnect/Reconnect at pole after regular hours	Upon disconnection at the hydro pole based on a customer request or the reconnection of service at the pole that was disconnected for arrears after regular hours.	\$685.00
Meter dispute charge plus Measurement Canada fees (if meter found correct)	Charge associated with a customer request to have Measurement Canada conduct a third party meter accuracy or billing dispute test, only levied when the meter that they feel defective is found to be measuring correctly, or if the billing in dispute is correct.	\$50.00

Appendix 5.4 HCl Collection/Disconnection Notices

FORM ONE – First Reminder Notice

_____ 20____

Address

FIRST REMINDER NOTICE

Re: Account # _____

Dear _____

According to our records, your account, has an outstanding balance of \$_____ as of the date on this letter. If your payment and this notice have crossed in the mail, please accept our thanks.

If payment cannot be made immediately in our office please contact one of our Customer Service Representatives at 1-877-907-6937 to make suitable payment arrangements by _____, _____ in order to avoid further collection activity which may include the collection of a security deposit and a possible negative reporting on your credit bureau report (please see note).

If payment or payment arrangement is not made by the date mentioned above and a Hand Delivered Notice is required you will be subject to a \$20 charge per notice (plus GST).

Note: Under the Security Deposit Policy mandated by the Ontario Energy Board should you receive 2 Notices, or a collection visit, HCl will be required to collect a security deposit to be held against your account.

Thank you for your prompt attention to this matter.

_____, Customer Service Representative

FORM TWO – Second Reminder Notice

_____ 20_____

Address

SECOND REMINDER NOTICE

Re: Account # _____

Dear _____

According to our records, your account, has an outstanding balance of \$_____ as of the date on this letter. If your payment and this Second Notice have crossed in the mail, please accept our thanks.

If payment cannot be made immediately in our office, please contact one of our Customer Service Representatives at 1-877-907-6937 to make suitable payment arrangements no later than _____.

If payment or payment arrangements are not made by the date mentioned above you will receive a **Disconnection Notice** after which your service will be disconnected at your cost.

Further collection activity which may include a derogatory report to the credit bureau will also take place.

Please Note: This is your second notice. As a result you will be receiving by registered mail a letter regarding providing HCi with a Security Deposit.

Thank you for your attention to this matter.

_____, **Customer Service Representative**

FORM THREE – Security Deposit Letter

_____ 2013

Address

Re: Security Deposit/Increased Security Deposit Applied to Account

Account # _____

Dear _____

Security Deposits/Increased Security Deposits are required on all accounts that meet the following conditions:

2 Reminder Notices

2 NSF payments

1 Collection Visit

OR, a combination of 2 of the above during a 12 month period.

Due to the collection activity that has occurred on your account, HCl will be collecting a Security Deposit/Increase the Security Deposit as legislated by the Ontario Energy Board.

The new/increased Security Deposit of \$_____ has been added to your account based on two and a half times your average monthly utility invoice for the above mentioned address.

The new/increased deposit will be added equally over the next four invoices. Failure to pay each installment of the security deposit will result in immediate disconnection of service with no further notice.

Security Deposits will be held for 1 year for residential accounts, five years for commercial accounts and seven years for industrial accounts as mandated by the Ontario Energy Board providing no further collection activity occurs on your account during this time period.

Should you have any questions regarding the Security Deposit or the Increased Security Deposit, please contact our Customer Service Department at 1-877-907-6937.

Should you have questions regarding the standardized Security Deposit Program mandated by the Ontario Energy Board, please call 1-877-632-2727.

Yours truly,

Paul Jemmett, President

FORM FOUR – Disconnection Notice

_____ 2013

Address

DISCONNECTION NOTICE

Re: Account # _____

Dear _____

According to our records, your account, has an outstanding balance of \$_____ as of the date on this letter. If your payment and this notice have crossed in the mail, please contact our office immediately at 1-877-907-6937 to speak to a Customer Service Representative.

You have been sent two Reminder Notices and payment has not yet been received. If payment is not received in full on or before (Date above + 7 days) _____ you will be disconnected with no further notice.

Please contact our Customer Service Department at 1-877-907-6937 immediately upon receipt of this letter in order to avoid disconnection.

Thank you for your attention to this matter.

Yours truly,

Paul Jemmett, President

FORM FIVE – Payment Arrangement Confirmation

_____ 2013

Address

PAYMENT ARRANGEMENT CONFIRMATION

Dear _____

We are writing to confirm the arrangements you have made to pay your outstanding utility bill. You have committed to pay the following amounts on the dates listed below:

Account # _____

Pay Arrangement Reference Number _____

Amount Due _____

Day of Week	Due Date	Amount Due	Comments
Friday	8 May 07	\$ _____	Payments over next four months – Postdated Cheques

If these commitments are not what you agreed to, please call our office upon receipt of this notice at _____.

In the event that payment is not received in this office by the date specified above, your service will be disconnected with no further notice and payment in full of the account balance will be required immediately.

Please Note: Under the Security Deposit Policy mandated by the Ontario Energy Board should you receive 2 Notices, or a collection visit HCi will be required to collect a security deposit to be held against your account.

Thank you for your prompt attention to this matter.

_____, Customer Service Representative

FORM SIX – Notice of Non Sufficient Funds

_____ 20____

Address

NOTICE OF NON SUFFICIENT FUNDS (NSF)

Dear _____

HCI is been advised by our financial institution that there were NSF available to cover payment received for your outstanding utility bill ([date of payment NSF received](#)). Please forward a certified cheque or money order immediately for the amount due to bring your account current.

HCI Account # _____

NSF Amount _____

NSF Charge _____

Amount Due _____

Please Note: Under the Security Deposit Policy mandated by the Ontario Energy Board should you receive; **2 Reminder Notices**
2 Notices for NSF payments
1 Collection Visit
OR, a combination of 2 of the above during a 12 month period, HCI will be required to collect a security deposit to be held against your account.

Thank you for your prompt attention to this matter.

_____, Customer Service Representative