CONDITIONS OF SERVICE

DRAFT FOR COMMENT

Effective Date: TBD

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SECTION 1 INTRODUCTION

This Conditions of Service document, as prescribed by the Distribution System Code (DSC), outlines NT Power's operating practices and connection policies, the obligations of NT Power's customers and the minimum standards of service NT Power's Customers.

1.1 Identification of Distributor and Service Area

Newmarket-Tay Power Distribution Ltd. ("NT Power") is a corporation incorporated under the laws of the Province of Ontario to distribute electricity.

NT Power is licensed by the Ontario Energy Board ("OEB") to supply electricity to Customers and to operate distribution facilities within its licensed distribution service area as described in the OEB Distribution Licence ED-2007-0624. Please refer to Appendix E for licensed service area.

Nothing contained in this Conditions of Service, or in any contract for the supply of distribution services by NT Power, shall prejudice or affect any rights, privileges, or powers vested in NT Power by law under any Act of the Legislature of Ontario, or the Parliament of Canada, or any regulation thereunder.

NT Power distributes electricity through its three phase primary distribution systems and 44 kilovolt (kV) sub-transmission system at nominal operating voltages of 44 kV, 13.8 kV, 8.32 kV and 4kV. The primary voltage supply to a customer will depend on the proximity of the Customer's property to the nearest distribution facility, the geographic location of the property and the capacity required by the Customer. Not all voltage levels are available throughout the NT Power service area.

On the 44 kV system, NT Power services directly multiple municipal substations and multiple Customer-owned substations. The municipal substations transform the 44 kV sub-transmission voltage to distribution voltages of 4kV, 8.32 kV and 13.8 kV, which are distributed as feeders that run radially out from the municipal substations.

Feeders are typically arranged to run radially out from municipal substations owned by NT Power. Open points exist between feeders and this determines the feeder

geographical coverage. These feeders directly supply pole mounted, pad mounted or vault type distribution transformers that reduce the operating voltage to Customer levels.

1.2 Related Codes and Governing Laws

The supply of electricity or related services by NT Power to any Customer shall be subject to various laws, regulations, and codes, including the provisions of the latest editions of the following acts and codes:

- Electricity Act, 1998 (“the Act”)
- Ontario Energy Board Act, 1998 (“OEB Act”)
- Electricity Distribution Licence (“Licence”)
- Affiliate Relationships Code (“ARC”)
- Distribution System Code (“DSC”)
- Retail Settlement Code (“RSC”)
- Standard Supply Service Code (“SSSC”)
- Transmission System Code (“TSC”)
- Electricity and Gas Inspection Act (“EGIA”)
- Ontario Electrical Safety Code (“OESC”)
- Occupational Health and Safety Act (“OHSA”)
- Public Service Works on Highways Act (“PSWHA”)
- Ontario Building Code (“OBC”)
- Construction Act
- Accessibility for Ontarians with Disabilities Act (“AODA”)
- Personal Information Protection and Electronic Documentation Act (“PIPEDA”)
- Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”)
- Market Rules for the Ontario Electricity Market
- Ontario Regulation 22/04 Electrical Distribution Safety (“O. Reg. 22/04”)
- Canadian Standards Association (“CSA”)

In the event of a conflict between these Conditions of Service, NT Power’s Distribution Licence and associated regulatory codes, shall prevail in the order of priority established by the OEB.

When planning and designing for distribution service, Customers and their agents must refer to all applicable provincial and federal electricity codes, and all other applicable federal, provincial, municipal laws, regulations, codes, and by-laws to also ensure compliance with their requirements. Without limiting the foregoing, the work shall be conducted in accordance with the latest edition of the Ontario Occupational Health and Safety Act, the Regulations for Construction Projects, and the Electrical Utility Safety Rules published by the Infrastructure Health & Safety Association.

1.3 Interpretations

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

- Headings, paragraph numbers, underlining and other conventions are for convenience only and do not affect the interpretation of the Conditions of Service documents.
- Words referring to the singular include the plural, and vice versa.
- Words referring to a gender include any gender.
- Reference to a document, act, regulation, code or bylaw shall be reference to the document, act, code or bylaw as amended, re-enacted or replaced from time to time.
- Any reference to duration of time in working days shall be a reference to the normal working days of NT Power and will not include any weekends, statutory holidays or holidays recognized by NT Power.

1.4 Amendments and Changes

The provisions of these Conditions of Service and any amendments made from time to time form part of the contract between NT Power and any connected Customer, Retailer, or Generator and these Conditions of Service supersede all previous Conditions of Service, oral or written, of NT Power and any of its predecessor municipal electric utilities as of the effective date of these Conditions of Service.

In the event of changes to this Conditions of Service document, NT Power will issue a notice with and/or on the Customer's bill and post the change on NT Power's website. Should the Customers be willing to provide comments, they shall do so within the period of time and in a way as identified in the notice.

The Customer is responsible for contacting NT Power to ensure that the Customer has the current version of this Conditions of Service document. NT Power will provide a copy to the customer upon request. The current version of the document is also posted on the NT Power website.

1.5 Contact Information

Newmarket Service Area

The corporate head office of NT Power is located at:

590 Steven Court
Newmarket, ON
L3Y 6Z2

The office is open Monday to Friday, except statutory holidays, from 8:30am to 4:00pm.

General line:	(905) 895-2309
Emergency / Outage and After Hours (24/7)	(905) 895-2309 or (888) 735-4801
Fax line:	(905) 895-8931

Midland and Tay Service Area

The local office of NT Power is located at:

16984 Highway #12
P. O. Box 820
Midland, ON
L4R 4P4

The office closed to the public.

General line:	(705) 526-9361
Emergency / Outage and After Hours (24/7)	(705) 526-9361 or (888) 735-4801
Fax line:	(905) 895-8931

Telephone numbers, the address and office hours are also shown on the Customer's regular bill mailings, and on the NT Power website.

Electronic Mail and Website

E-mail address: ntpower@ntpower.ca

Website address: www.ntpower.ca.

1.6 Customer Rights

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

- NT Power in providing distribution services to the Customer
- The Customer in being connected to NT Power's distribution system; or
- NT Power or the Customer in meeting their respective obligations under this Conditions of Service document, their licenses and any other applicable law.

Notwithstanding the above, neither NT Power nor the Customer shall be liable under any circumstances for any loss of profits or revenue, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

The Customer shall indemnify and hold harmless NT Power, its directors, officers, employees, and agents from any claims made by any third parties in connection with the construction and installation of an embedded generation facility, or other electrical apparatus by, or on behalf of, the Customer.

NT Power assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's premises or approaches, or for any action, omission, occurrence, or negligence by any persons over whom NT Power has no control, as detailed in these Conditions of Service.

1.7 Distributor Rights

1.7.1 Access to Private Property

NT Power shall have access to Customer property in accordance with Section 40 of the Electricity Act.

NT Power has the right to safe, secure, unobstructed, and unimpeded access to NT Power distribution equipment on, under, over or inside Customer-Owned property, 24 hours a day 7 days a week. At the request of NT Power, the Customer is required to provide keys and/or area for mounting a key box to allow access. NT Power will provide reasonable notice of entry, which under certain situations may result in no notice being provided, including:

a) during an emergency situation; or

b) when access without notification has been previously agreed upon by and arranged between NT Power and the Customer.

When access is obstructed or impeded, NT Power may at its sole discretion remove the obstruction or the impediment (e.g., removal of unauthorized locks) in order to gain access to its distribution equipment, and NT Power shall not be liable to the Customer for any damages arising as a result of the removal of the obstruction or the impediment other than physical damage to facilities arising directly from entry on the Customer's property.

The Customer shall not allow anyone other than an employee, or authorized agent of NT Power, or a person lawfully entitled to do so, to repair, remove, replace, alter, inspect, or tamper with the NT Power facilities and equipment on the Customer's premises.

If access to a Customer's property is not made available within a reasonable time, NT Power may disconnect the supply of electricity to the Customer. NT Power's policies and procedures with respect to the disconnection process are further described in Section 2.2 – Disconnection and Reconnection.

NT Power may install a device at the metering point which allows NT Power access to safely connect or disconnect the supply of electricity as well as the right to relocate the meter to an accessible location on the Customer's property at the Customer's expense

1.7.2 Safety of Equipment

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

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

The Customer shall not use or interfere with the distribution system of NT Power except in accordance with a written agreement with NT Power. The Customer must also grant NT Power the right to secure any point where a connection may be made on the line or load side of the metering installation. The Customer shall not attach wires, cables or other fixtures to NT Power's poles or other property except by prior written permission from NT Power.

1.7.3 Operating Control

The Customer will provide a convenient and safe place, satisfactory to NT Power, for installing, maintaining and operating its equipment in, on, or about the Customer's building. NT Power assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's premises or approaches thereto, or for any action, omission or occurrence beyond its control, or the negligence of any persons over whom NT Power has no control.

Unless an employee or an agent of NT Power, or other Person lawfully entitled to do so, no Person shall remove, replace, alter, repair, inspect or tamper with NT Power's equipment.

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

The physical location on the Customer's building, at which a distributor's responsibility for operational control of distribution equipment, including connection assets, ends is defined by the DSC as the "operational demarcation point".

Operation and operating control of high voltage equipment at the Customer's premises shall be as defined in an Operating Agreement entered into with the Customer.

1.7.4 Defective Customer Electrical Equipment

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of NT Power's distribution system. If the Customer does not take such action within a reasonable time, NT Power may disconnect the supply of distribution services to the Customer. NT Power's policies and procedures with respect to the disconnection process are further described in Section 2.2 – Disconnection and Reconnection.

The Customer is responsible for the ongoing maintenance and good repair of their electrical service equipment. If any of the other items associated with the electrical equipment require repair or replacement, the new equipment or repair shall comply with all current codes, regulations and specifications.

1.7.5 Customer's Physical Structures

Depending on the ownership demarcation point, construction and maintenance of all civil works on private property owned by the Customer, including such items as transformer vaults, transformer rooms, transformer pads, cable chambers, cable pull rooms, mechanical protection and underground conduit, will be the responsibility of the Customer. All civil work on private property must be inspected and accepted by NT Power and the Electrical Safety Authority ("ESA"). The OEB's DSC defines "ownership demarcation point" as the physical location at which a distributor's ownership of distribution equipment including connection assets ends at the Customer.

To the satisfaction of NT Power, the Customer is responsible for the safe operation and maintenance of their structural and mechanical facilities.

1.7.6 Force Majeure

Neither the Customer nor NT Power shall be held to have committed an event of default in respect of any obligation under these Conditions of Service or the DSC if prevented from performing that obligation because of a force majeure event pursuant to Section 2.3 of the DSC.

1.7.7 Number of Services to a Property

NT Power will normally allow/provide only one electrical service to a property. For definition purposes a property is a single parcel of land that has been approved by the Municipality's building department and that has one municipal address. This applies to both new services and those considered for upgrade by the Customer. In circumstances where more than one service is installed to a single property, and any of the services are to be upgraded, the upgraded service will replace all the existing services.

At the sole discretion of NT Power, the following exceptions may be considered where more than one service may be allowed to a property:

- Large properties where the provision of only one service may be impractical due to the size of the property and/or the distance between facilities located on the property; or
- Commercial, industrial and institutional properties where a second service from another supply point may be required to provide the property an alternate supply rather than a radial supply.

1.8 Disputes

Any dispute between a Customer and NT Power shall be settled according to the dispute resolution process specified in Section 16 of NT Power's Distribution Licence.

Initial contact regarding a service complaint should be submitted to NT Power's Head Office via telephone, email, postal mail or customer complaint form available on NT Power's website. Refer to Section 1.5 Contact Information of this Conditions of Service document for contact details.

NT Power shall investigate the complaint and attempt in good faith to resolve the dispute.

If NT Power and the Customer cannot reach a mutual agreement to resolve the complaint within 10 business days of NT Power receipt of the dispute, NT Power will refer the Customer to the OEB for further dispute resolution. For all complaints submitted to NT Power through the OEB E-portal, NT Power shall adhere to the timelines and requirements specified by the OEB.

SECTION 2 DISTRIBUTION ACTIVITIES (GENERAL)

2.1 Connections

Under the terms of the DSC, NT Power has the obligation to either connect or to make an Offer-to-Connect ("OTC") any Customer that is within its service area.

If the Customer is not the registered landowner, NT Power must have the written consent of the registered landowner in order to enter into any agreement. For further clarification, refer to Section 2.1.7 - Contracts.

The Customer, or its representative, shall consult with NT Power concerning the availability of distribution services, the supply voltage, service location, metering, and any other details. The Customer is required to obtain prior approval from NT Power for the use of a specific voltage at a specific location. These requirements are separate from and in addition to those of the ESA. NT Power will confirm, in writing, the characteristics of the distribution services.

The Customer, or its authorized representative, shall apply for new or upgraded distribution services and/or temporary services in writing. The Customer is required to provide NT Power with sufficient lead-time in order to ensure:

a) the timely provision of services to new and upgraded buildings; and

b) the availability of adequate capacity for additional loads to be connected to the distribution system and/or existing buildings.

Refer to Section 2.1.2 – Expansions/Offer to Connect.

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

NT Power shall make every reasonable effort to respond promptly to another distributor's written request for connection. NT Power shall provide an initial consultation with another distributor regarding the connection process within 30 days upon receiving a request for connection. A final OTC the distributor to NT Power's distribution system shall be made within 90 days upon receiving the request for connection, unless other necessary information outside of NT Power's control is required before the offer can be made.

If special equipment is required or equipment delivery problems occur, then longer lead times may be necessary. NT Power will notify the Customer of any extended lead times.

In addition to any other requirements in this Conditions of Service document, the supply of distribution services is conditional upon NT Power being permitted and able to:

i. provide such distribution services,

ii. obtain the necessary apparatus, material and easements,

iii. construct works to provide the distribution service and

iv. the Customer having made an application, providing the necessary service details, accepting an OTC and paying any monies owed.

Should NT Power not be permitted or be able to meet the conditions specified, NT Power is under no responsibility to the Customer and shall have no obligation to connect or supply the Customer and the Customer hereby releases NT Power from any such obligation or liability in respect thereto.

2.1.1. Building that Lies Along

For the purpose of these Conditions of Service, “lies along” means a property or parcel of land that is directly adjacent to or abuts onto the public road allowance where NT Power has distribution facilities with appropriate voltage and adequate capacity.

Under the terms of the DSC, NT Power has the obligation to connect (under Section 28 of the Electricity Act, 1998) a building that lies along its distribution system, provided:

a) the building can be connected to NT Power’s distribution system without an expansion or enhancement, and,

b) the electrical service meets the conditions listed in the Conditions of Service of NT Power that owns and operates the distribution system.

NT Power will designate the point of supply on its distribution system for all primary and secondary services. In some cases the point of supply could be located on an adjacent property for which NT Power has an easement.

The location of the Customer's electrical service will be subject to the approval of NT Power and the ESA.

For the purposes of a connection (as opposed to an expansion) the OTC may be subject to true up. In certain instances, NT Power may require a non-refundable design pre-payment from the Customer, which will be applied against the variable connection charge. If the Customer cancels the connection process prior to execution of the OTC, NT Power will return the design pre-payment, less any amounts owing for work undertaken by NT Power. If the Customer cancels the connection process at anytime after construction has started, NT Power will return the full payment of the OTC, less any amounts owing for work undertaken by NT Power.

Where the required service is outside of the standard supply arrangements, a Customer may be required to own and maintain all of the service connection facilities. Standard service does not include transformer and/or conductor support structures or other civil works required to be installed on the Customers’ property. These types of facilities are to be provided and maintained by the Customer. In some cases, NT Power may be required to install NT Power-owned equipment on Customer installed infrastructure (for example, a transformer on Customer pole or foundation or underground primary cable in duct).

A Customer requesting a new or upgraded service connection to the distribution system shall complete the Service Request Form through NT Power website and provide the required service and load information. Additional information not provided in the Service Request Form may be required before an OTC is provided.

If an expansion to the distribution system is required to connect a Customer to the distribution system, further costs and processes may be applicable (Refer to Section 2.1.2 – Expansions/Offer to Connect).

2.1.1.1 Connection Charges

NT Power shall recover costs associated with the installation of connection assets, by Customer Class, via a Basic Connection Fee and a Variable Connection Fee, as set out below:

a) The Basic Connection Fee:

i) Residential Service:

The Basic Connection Fee is recovered through NT Power's rates and covers the Standard Allowance to provide a basic connection consistent with the defined ownership demarcation point as outlined in Appendix A. This point may differ from the operational demarcation point.

ii) General Service:

NT Power may recover the Basic Connection Fee either through NT Power's rates, or through a connection cost levied from the Customer requesting the connection. The Basic Connection Fee is determined for each Customer Class as indicated in Appendix B.

b) The Variable Connection Fee:

The Variable Connection Fee shall be calculated as the costs associated with the installation of connection assets above and beyond the Standard Allowance for Basic Connection as described in Appendix B. NT Power may recover this Variable Connection Fee which shall be based on actual cost.

2.1.2 Expansions / Offer to Connect

Under the terms of the DSC, NT Power has the obligation to make an OTC for any building that is in its service area. If the building or a development cannot be connected without an expansion or enhancement to its distribution system, the process outlined in this section will apply.

An expansion is required when:

i. building a new line to serve the connecting Customer;
ii. rebuilding a single-phase line to three-phase to serve the connecting Customer;
iii. rebuilding an existing line with a larger size conductor to serve the connecting Customer;
iv. replacing a transformer to a larger MVA size;
v. converting a lower voltage line to operate at higher voltage;
vi. upgrading a voltage regulating transformer or station to a larger MVA size; and/or
vii. adding or upgrading capacitor banks to accommodate the connection of the connecting Customer.

2.1.2.1 Expansion Request Requirements from Customer

When an expansion is requested or required, the Customer will first be required to provide information relevant to the project.

Prior to the preparation of a design for a service, the Customer, or its authorized representative, shall complete an application and provide all the requirements to begin the design. The Customer shall submit the application at least six (6) months prior to a proposed in-service date.

Where project drawings are required by NT Power for the review of items under its jurisdiction, the Customer or its authorized representative shall ensure that proposal drawings are provided in full compliance with NT Power's standards. Review of project drawings by NT Power shall not relieve the Customer of its responsibility for full compliance with NT Power's standards and all relevant standards and statutes. NT Power designs its distribution system for Customers so that alternate feeders can be used to provide power to Customers in the event of a system outage. When a system outage occurs, NT Power, where available, will control the transfer of loads between feeders to restore power to Customers.

NT Power shall make every reasonable effort to respond promptly to a Customer's request for connection. NT Power shall respond to a Customer's written request for

connection within 15 calendar days upon receipt of the request. NT Power will make an OTC within 60 calendar days upon receipt of the request, unless other necessary information is required from the Customer before the offer can be made.

NT Power will provide a description of the expansion facilities and connection assets required to connect the Customer. The description will be in the form of preliminary electrical drawings prepared from planning, engineering and other information provided to NT Power by the Customer.

The cost associated with the expansion will be fair and reasonable and includes Basic and/or Variable Connection Fees. Appendix B details the basic and variable connection fees for each Service Category.

2.1.2.2 Economic Evaluation

NT Power will perform an economic evaluation to determine whether the future revenue from the Customer will pay for the capital and on-going operation and maintenance costs of the expansion project. At the discretion of NT Power, the capital costs for the expansion may include incremental costs associated with the full use of NT Power's existing spare facilities or equipment.

In performing the economic evaluation, should the Net Present Value of the costs and revenues associated with the expansion be less than zero, a capital contribution in the amount of the shortfall is required. NT Power will collect this shortfall from the Customer.

If the expansion is for a generation facility the provisions of the DSC Section 3.2 will apply.

2.1.2.3 Capital Contributions

The capital contribution collected from the Customer and its settlement, as determined in Section 2.1.2.1 – Expansion Request Requirements from Customer above, is to be consistent with the respective Service Categories as outlined below:

Service Category	Service Type	Capital Contribution
Residential Single Service	Overhead or Underground	Capital contribution may be collected from the Customer for the actual cost for connection assets and installation beyond the Standard Allowance.
Site Plan Development	Overhead or Underground	For expansion projects, capital contribution may be collected from the Customer. .

Subdivision Agreement	Overhead or Underground	
General Service Below 50 kW	Overhead or Underground	Capital contribution may be collected from the Customer.
General Service 51 kW – 500 kW	Site Plan Development	Capital contribution may be collected from the Customer.
General Service 501 kW to 5000 kW	Site Plan Development	Customer-owned substation required. Capital contribution may be collected from the Customer.

2.1.2.4 Alternative Bids

Where a capital contribution is required and the work does not involve work with existing NT Power distribution equipment, the Customer may obtain alternative bids for the expansion from qualified contractors.

Specifications shall be made in accordance with NT Power standards for materials and construction and the Customer is required to follow the conditions and requirements as outlined by NT Power's OTC. Work that requires physical contact with NT Power's existing distribution system is not eligible for alternative bid unless, at NT Power's discretion, a decision is made to allow such work to be eligible for alternative bid.

The Customer, having selected to pursue the alternate bid option, shall completely administer the capital cost of the expansion project.

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

- Costs for additional design, engineering, or installation of facilities required to complete the project that were made in addition to the original OTC
- Costs associated with any temporary de-energization of any portion of the existing distribution system that is required in relation to an expansion that is constructed under the alternative bid option;
- Costs associated to review and approve the plans for the engineering, layout, and work execution for the work that is eligible for alternative bid to ensure

conformance to NT Power's distribution system planning standards and specifications prior to commencing that work;
- Costs for inspection or approval of the work performed by the contractor hired by the Customer.

The specifications of all work under an alternative bid shall be made in accordance with design and technical standards and specifications as approved by NT Power. NT Power will inspect and approve all aspects of any constructed facilities as a part of system commissioning, prior to connecting the constructed facilities to the distribution system. Consistent with the DSC, NT Power will charge a Customer that chooses an alternative Bid any additional applicable costs as necessary. Additionally, NT Power will retain and use an expansion deposit to cover NT Power's costs if NT Power must complete, repair, or bring up to standard any of the facilities.

2.1.2.5 Expansion Deposits

NT Power may require the Customer to provide an expansion deposit, in accordance with that as determined in Appendix B of the DSC. NT Power will require the Customer to provide the expansion deposit prior to the commencement of any expansion work or the installation of any connection assets.

Where the Customer has chosen the alternative bid option and NT Power is required to complete, repair or bring up to standard any part of the constructed facilities, such costs shall be included and drawn from the expansion deposit.

The Customer is entitled to an annual reduction of the expansion deposit based on the number of connections and/or demand that occurred during each year. It is the Customer's responsibility to provide the connection details to NT Power.

If, at the end of the connection horizon (see Appendix B of the DSC), the number of forecasted connections has not occurred, NT Power will retain any remaining portion of the expansion deposit.

Where the Customer has chosen the alternative bid option, NT Power may retain at least ten percent of the expansion deposit for a warranty period of at least two years. Upon the completion of the two-year warranty period and subject to a final inspection by NT Power and the satisfactory correction by the Customer of any deficiencies revealed by such inspection, NT Power will refund the remaining portion of the expansion deposit, less any security amount used by NT Power in repairing any deficiencies.

2.1.2.6 Rebates Related to Expansions

Where NT Power is required to add to the distribution system solely for the connection of a Customer, the Customer will be required to pay NT Power 100% of the calculated shortfall. If within the connection horizon (see Appendix B of the DSC), non-forecasted Customers are to be connected to these new additions, they shall contribute their share, and the first Customer will be entitled to a rebate. NT Power shall calculate the rebate amount payable to the initial Customer in accordance with the requirements of Section 3.2 of the DSC. NT Power shall collect the rebate amount from the unforecasted Customer and shall pay the said amount to the initial Customer.

2.1.2.7 Construction Agreement for Expansion Facilities and Connection Assets

Customers for Residential Service Categories that are subject to a site plan or subdivision agreement or General Service Categories that are subject to a subdivision agreement shall enter into a Construction Agreement with NT Power and may be required to provide an expansion deposit. The generic agreements are available at NT Power's website.

2.1.2.8 Timing of Service Energization

When all conditions for a new or upgraded service have been met, NT Power will connect a new service of less than 750 Volts within five (5) working days, and a high-voltage service (greater than 750 Volts) within ten (10) working days as per section 7.2 of the DSC.

NT Power requires notice prior to energization. Where applicable, the following may be required before energization:

i. All applicable documents signed, and full payment received;
ii. Easements;
iii. All Customer civil work completed and approved by NT Power;
iv. Transformer installed;
v. Customer secondary cables installed in secondary duct bank and connected at service entrance;

vi. Primary cable installed and connected at the transformer and to the distribution system;
vii. Metering complete, including communication infrastructure;
viii. Switchboard/switchgear drawings (low or high voltage) received and reviewed by NT Power;
ix. Operating agreement, as required, signed;
x. All required inspection certificates from the ESA received by NT Power;
xi. Customer-owned equipment specifications and shop drawings supplied to NT Power;
xii. Pre-inspection test and commissioning of Customer-owned transformer and other substation equipment supplied to NT Power;
xiii. Final inspection by NT Power's inspector; and
xiv. All other requirements provided by NT Power.

Upon completion of all of the items above, NT Power is entitled to the time stipulated in the OTC to energize the service.

2.1.3 Connection Denial

In accordance with the OEB's DSC, NT Power is not obligated to connect a building within its service area if the connection would result in any of the following:

- Contravention of existing laws of Canada or the Province of Ontario including the Ontario Electrical Safety Code
- A stop-work order under the Building Code Act
- Violations of conditions in NT Power's License, NT Power's Conditions of Service, or the Customer's Connection Agreement
- Use of a distribution system for a purpose that it does not serve and that NT Power does not intend to serve
- An adverse affect on the reliability or safety of the distribution system
- Public safety reasons or imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system
- A material decrease in the efficiency of the distributor's distribution system
- A material adverse effect on the quality of distribution services received by an existing Customer which effect could include voltage flicker, harmonics and power outages
- Inability of NT Power to perform planned inspections and maintenance.
- Discriminatory access to distribution services by other Customers
- If the Customer requesting the connection owes NT Power money for distribution services or potential increases in monetary amounts that already are in arrears with NT Power

- If an electrical service to NT Power's distribution system does not meet NT Power's and ESA's requirements
- By order of the ESA
- By order of the Independent Electricity System Operator ("IESO")
- By order of another authority with jurisdictional power
- Failure of the Customer to enter into an OTC or any other legal agreement required by this Conditions of Service document
- Failure on the part of the Customer to comply with a term of any agreement made between the Customer and NT Power
- If the person or business requesting the connection, or an associated business, owes NT Power money for distribution services, or potential increases in monetary amounts that are already in arrears with NT Power
- Non-payment of a security deposit identified in the Conditions of Service
- Refusal by the Customer to sign and deliver any agreements required to be executed by the Customer under these Conditions of Service;
- Any other conditions documented in NT Power's Condition of Service document that are consistent with the conditions identified above and with the goals delineated in the Energy Competition Act, 1998.

In accordance with the OEB's DSC, if NT Power refuses to connect a building in its service area that lies along its distribution system, NT Power shall inform the Customer requesting the connection of the reasons for the denial, and where NT Power is able to provide a remedy, make an OTC. If NT Power is not capable of resolving the issue, it is the responsibility of the Customer to do so before a connection can be made.

If NT Power determines that unsafe conditions exist on a Customer's property, NT Power may make application to the ESA for an inspection of the property.

2.1.4 Inspections Before Connections

All Customer electrical services shall be inspected and approved by the ESA and shall meet NT Power requirements. NT Power requires written Connection Authorization from the ESA of this approval prior to the connection of a Customer's electrical service to the distribution system.

Services that have been disconnected for the purposes of upgrade or change, or services that have been altered subsequent to ESA approval, must be re-inspected and approved by the ESA via a Connection Authorization prior to the re-energization of a Customer's supply of electricity. For services that have been disconnected for a period of six months or longer, NT Power may require that the conditions of a "new service" be met upon receipt of a reconnection request. In such situations, the Customer will be required to obtain an ESA inspection of the electrical installation and Connection Authorization before NT Power can reconnect the Customer.

NT Power must inspect and approve all underground electrical services prior to the connection of a Customer's electrical service.

Temporary services, typically used for construction purposes and for a period of 12 months or less, must be approved by the ESA and must be re-inspected should the period of use exceed twelve months.

Customer-owned substations must be inspected by both the ESA and NT Power.

All 44kV connected Customer poles, lines, related equipment and substations must be inspected by both ESA and NT Power.

Provision for the meter installation shall be inspected and approved by NT Power prior to connection.

NT Power representative(s) shall have the right to inspect such other equipment as they deem necessary to ensure a safe and operable installation and also to direct the Customer or representatives of the Customer to do such things as the NT Power representative deems necessary to ensure a complete and proper inspection.

2.1.5 Relocation of Plant

Where NT Power receives a request for the relocation of a NT Power-owned asset, NT Power will exercise its rights and discharge its obligations in accordance with existing acts, by-laws, regulations, including the Public Service Works on Highways Acts, formal agreements, easements and law. In the absence of existing agreements, NT Power is not obligated to relocate the plant. However, NT Power shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner shall include consideration of the impact of the proposed relocation on other Customers. The response to the requesting party shall explain the feasibility or unfeasibility of the relocation. NT Power shall recover from the requesting party the cost of relocating and re-instating the asset (if applicable), except to the extent recovery is limited under law.

2.1.6 Easements

To maintain the reliability, integrity and efficiency of the distribution system, NT Power has the right to have supply facilities on or over private property and to have easements registered against title to the property. Easements are required where facilities serve property other than property where the facilities are located and/or where NT Power deems it necessary.

At the Customer's cost and expense, NT Power will require an easement, complete with reference plan, free from all encumbrances and in a form satisfactory to NT Power acting reasonably, those easements required to maintain the reliability, integrity and efficiency during construction and maintenance of the distribution system and/or service. The Customer will be responsible for other costs relating to the easement including but not limited to the surveying and legal costs incurred by the third party property owner and/or NT Power.

Details will be provided upon application for service. Easements will be registered on title prior to energization of the service.

2.1.7 Contracts

2.1.7.1 New or Modified Electricity Service

NT Power shall only connect a new or modified service upon receipt by NT Power of:

- a completed and signed Distribution Services Agreement and/or Service Layout as applicable,
- payment to NT Power of any applicable Connection Fees, and/or capital contribution, and
- an inspection and approval by the ESA of the electrical service.

Note that there is a separate Distribution Services Agreement for residential service and for general service Customers.

2.1.7.2 Implied Contract

In all cases, notwithstanding the absence of a written contract, NT Power has an implied contract with any Customer that is connected to NT Power's distribution system and receives distribution services from NT Power. The terms of the implied contract are embedded in NT Power's Conditions of Service, NT Power's rate schedules, NT Power's distribution licence and the OEB's DSC, Rate Handbook, Standard Supply Service Code and RSC as amended from time to time.

Any Person who takes or uses distribution services from NT Power shall be liable for payment for such. Any implied contract for the supply of distribution services by NT Power shall be binding upon the heirs, administrators, executors, successors or assigns of the Person who took and/or used distribution services supplied by NT Power.

2.1.7.3. Special Contracts

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

- construction sites
- mobile facilities
- non-permanent structures
- special occasions, etc.
- embedded and back-up generation facilities
- farm/rural services
- operating conditions
- maintenance (customer-owned facilities)
- service layout
- third party driven hydro relocation

2.1.7.4 Payment by Owner

The owner of a building is responsible for paying for the supply of distribution services by NT Power to the owner's building, except for any supply of distribution services to the building by NT Power in accordance with a signed Distribution Services Agreement by an occupant(s) of the building.

A building owner wishing to disconnect the supply of distribution services to its building must notify NT Power in writing. Until NT Power receives such written notice from the building owner, the building owner or the occupant(s), as applicable, shall be responsible for payment to NT Power for the supply of distribution services to such building. An ESA

inspection may be required, at the cost of the owner, before the building may be reconnected. NT Power may refuse to disconnect the supply of distribution services to an owner's building in special circumstances.

NT Power will not terminate the supply of electricity when requested by a building Owner for the purpose of evicting a Tenant contracted with NT Power for the supply of electricity.

2.1.7.5 Opening and Closing of Accounts

A Customer who wishes to open or close an account for the supply of distribution services by NT Power shall notify NT Power. Notification shall be by telephone, fax, email, postal mail to NT Power or through NT Power's website.

A Customer who wishes to purchase services from a retailer must notify NT Power in accordance with the OEB's RSC. Until NT Power receives such notice from the Customer or its authorized retailer, the Customer shall be responsible for payment to NT Power for the supply of distribution services to the Customer.

In the event a Customer wishes to close an account where a retailer is involved, such closing shall be governed by any applicable regulatory code such as, but not limited to, the RSC.

2.1.7.6 Assignment and Succession

All agreements and contracts are binding upon NT Power and the Customer and their heirs, executors, administrators, successors, and assigns, respectively. The Customer cannot assign without prior written notice and written consent by NT Power. Such consent will not be unreasonably delayed or withheld.

2.2 Disconnection and Reconnection

NT Power disconnection procedures are consistent with the DSC, the Electricity Act and good utility practice. NT Power reserves the right to disconnect for causes not limited to:

- Contravention of the laws of Canada, the Province of Ontario, or municipal by-laws including the Ontario Electrical Safety Code;
- Failure of the Customer to comply with a directive of NT Power that NT Power makes for purposes of meeting its licence obligations;
- A material adverse effect on the reliability and safety of the distribution system;
- Public safety reasons or imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system;
- A material decrease in the efficiency of NT Power's distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection, where effects could include voltage flicker, harmonics and power outages;
- Inability of NT Power to access revenue meter data or perform planned inspections and maintenance;
- Overdue amounts payable to NT Power including non-payment of an expansion deposit or a security deposit, in part or in full, payable to NT Power;
- Where no Customer accepts responsibility for the account;
- Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion;
- Unauthorized generation connected to the distribution system;
- Electrical connection(s) to NT Power's distribution system that do not meet its design requirement
- Inaccessibility to NT Power energized electrical equipment for installing, inspecting, operating, replacing, removing, or maintaining, including reading the meter. This includes contravention of accessibility requirements in NT Power standards, Ontario Building Code requirements, and Canadian Standards Association ("CSA") standards
- Where NT Power reasonably believes that there is energy diversion, fraud or abuse.
- The premises being connected are the subject of stop work under the Building Code Act:
- The Customer is within another Distributor's service area and NT Power does not wish to provide service:
- Failure of the Customer to enter into an Offer to Connect required by this Conditions of Service document:
- The connection will result in discriminatory access to distribution services by other Customers:
- By order of the ESA;
- By order of the IESO;
- By order of another authority with jurisdictional power; or

- Any other conditions identified in this Conditions of Service or when the requirements of this Conditions of Service document are not satisfied.

NT Power may disconnect a Customer without notice in accordance with a court order, or for emergency, safety or system reliability reasons.

NT Power shall not be liable for any damage to the Customer's premises resulting from such discontinuance of service.

Where the reason for the disconnection has been remedied to NT Power's satisfaction, NT Power will reconnect the Customer within 2 business days in accordance with the process outlined in Appendix D. All costs associated with the reconnection may be charged on the next statement issued to the customer.

NT Power will not disconnect customers on a day when they are closed to the public to make payment and/or reconnection arrangements or on the day preceding that day.

2.2.1 Disconnection – Non - Payment and other reasons

NT Power will perform disconnection and reconnection of electrical services for nonpayment in accordance with applicable legislation and section 4.2 of the DSC.

Bills are payable when rendered but will be assigned a due date, of 23 calendar days following the bill issued date. Immediately following the due date, collection processes will be taken to collect the full amount of the bill. These collection processes will be in accordance with any relevant OEB Codes and Guidelines and may result in disconnection of the service. Power will be restored if payment is received or the account holder enters into an arrears payment agreement with NT Power. Details on the Disconnection and Reconnection process are provided in Appendix D.

When a Notice of Disconnection is hand delivered prior to disconnection, it will include the Fire Safety Notice of the Office of the Fire Marshall, and any other safety notice as required in compliance with the OEB's DSC.

In cases where a load control device has been installed, instructions regarding the operation of the device will be left at the service address.

The Customer or responsible designate must attend at the premises when service is restored. If no responsible Customer representative is at the premises, the reconnection will not occur.

2.2.2 Customer Maintenance

Where a Customer requires the isolation and re-energization (disconnection and reconnection) of an electrical service for the purpose of performing electrical maintenance, electrical upgrade work, or vegetation clearance work on or near electrical apparatus, the Customer must contact NT Power, in writing, to make arrangements. Once any and all requirements have been met (e.g. payment or purchase order received by NT Power) NT Power will make every reasonable effort to respond promptly to the request for disconnection.

General service (Above 500kW) customers are entitled to one annual isolation/re-energization service for electrical maintenance purposes, during regular business hours, at no cost.

General Service (Above 500kW) customers requiring isolation/re-energization service for purposes other than performing electrical maintenance, electrical upgrade work, or vegetation clearance work on or near electrical apparatus will be advised of the cost.

All other Customer classes requiring isolation/re-energization service will be advised of the cost after they have contacted NT Power and stated the reason for requesting the isolation.

2.2.3 Unauthorized Energy Use

NT Power reserves the right to disconnect the service supply of electrical energy to a service location for unauthorized energy use for causes not limited to suspected energy diversion, fraud or abuse on the part of the Customer. Upon identification of unauthorized energy use, NT Power will notify at its discretion; Measurement Canada, the ESA, law enforcement officials, Retailers (that service Customers affected by the unauthorized energy use), or other entities.

Where a Customer, has been disconnected for causes, not limited to, energy diversion, fraud, or abuse on the part of the Customer, reconnection may not occur until the Customer rectifies the condition and provides full payment to NT Power of estimated energy used, all costs incurred by NT Power arising from unauthorized energy use, including, but not limited to, inspections, repair costs, agent fees, and the cost of reconnection.

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guarantee of Supply

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

Customers requiring a higher level of reliability or security than a normal supply shall be responsible for providing their own uninterruptible power supply (UPS), back-up or standby facilities. Customers may require special protective equipment at their premises and shall be responsible for protecting themselves from the effect of momentary electricity interruptions.

Customers requiring a three-phase supply should install protective apparatus to avoid damage to their equipment, which may be caused by the interruption of one phase, or non-simultaneous switching of phases of the NT Power's supply. Damages resulting from the failure to install protective apparatus shall be at the Customer's expense.

During an emergency, NT Power may interrupt electricity supply to a Customer in response to a shortage of supply, or to effect repairs on the distribution system, or while repairs are being made to Customer-owned equipment.

NT Power shall have rights to have access to private property in accordance with Section 40 of the Electricity Act and any successor acts thereto.

To assist with distribution system outages or emergency response, NT Power may require a Customer to provide NT Power with emergency access to Customer-owned distribution equipment or NT Power owned equipment on the Customer's property. NT Power assumes no risk and will not be liable for damages resulting from accessing and operating Customer-owned distribution equipment or approaches thereto, or for any action, omission or occurrence beyond its control, or the negligence of any persons over whom NT Power has no control.

Where submarine cable is used to supply power to Customers, NT Power may not be able to repair interrupted supply due to safety concerns related to seasonal weather

conditions. In this case, NT Power will notify affected Customers, and power will be restored as soon as conditions permit.

2.3.2 Power Quality

2.3.2.1 Power Quality Investigations

In response to a Customer power quality concern, where the utilization of electricity adversely affects the performance of electrical equipment, NT Power will perform an investigative analysis on their distribution system up to the ownership demarcation point to attempt to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and/or use of diagnostic measurement tools.

Upon determination of the cause resulting in the power quality concern, where it is deemed a distribution system delivery issue and where good utility practice are not met, NT Power will recommend and/or take appropriate mitigation measures. NT Power will endeavor to take appropriate actions to control power disturbances found to be detrimental to the Customer. If NT Power is unable to correct the problem without adversely affecting other NT Power Customers, then NT Power is not obligated to make the corrections. NT Power will use appropriate industry standards (such as Canadian Standards Association or IEEE standards) and good utility practice as a guideline.

If the problem lies on the Customer side of the distribution system, NT Power shall seek reimbursement from the Customer for the costs incurred in its investigation. NT Power shall not be obligated to identify the source of the power quality concern on the Customer's side beyond the ownership demarcation point.

Customers having a non-linear load shall not be connected to NT Power's distribution system unless power quality is maintained by implementing proper corrective measures such as installing proper filters, and/or grounding. Further, to ensure the distribution system is not adversely affected, power electronics equipment installed shall comply with the latest edition of IEEE Standard 519. The limit on individual harmonic distortion is 3%, while the limit on total harmonic distortion is 5%.

Customers connected to the NT Power distribution system shall operate at a Power Factor within the range of 0.9 lagging to 0.9 leading as measured at the meter point.

Customers operating inside the specified power factor range will be billed for demand based on the metered kW.

If a Customer operates outside the specified power factor range, they will be billed for demand based on 90% of the metered kilovolt amperes (kVA).

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

If an undesirable distribution system disturbance is being caused by the 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, NT Power may disconnect the supply of electricity to the Customer.

2.3.2.2 Interruption Notifications

Although it is NT Power's policy to minimize inconvenience to Customers and to will exercise reasonable diligence and care to deliver a continuous supply of electricity to the Customer, it is necessary to occasionally interrupt a Customer's supply of electricity to maintain or improve the distribution system, or to provide new or upgraded services to other Customers. NT Power will endeavor to provide the Customer with reasonable advance notice of planned electricity interruptions. Notice may not be given where work is of an emergency nature, involving the possibility of injury to Persons or damage to property or equipment.

NT Power's power supply may become unreliable, intermittent or interrupted under any of the following conditions, namely:

- Problems in the bulk electricity supply system;
- Tree contacts;
- Lightning;
- Defective equipment;
- Adverse weather;
- Adverse environment;
- Human element;
- Foreign interference (i.e. animals, vehicles, dig-ins, etc.).

During an emergency, NT Power may interrupt supply of electricity to a Customer in response to a shortage of supply of electricity or to effect repairs on NT Power's distribution system or while repairs are being made to Customer-owned equipment.

Consumers who require an uninterrupted source of electricity for life support equipment must provide their own emergency backup equipment for these purposes and NT Power shall not be liable in any manner for an interruption of power. Consumers with life support systems are encouraged to inform NT Power of their medical needs and their available emergency backup. These consumers are responsible for ensuring that the medical information they provide NT Power is accurate and up-to-date.

For those electricity interruptions that extend beyond six hours and the time expected to restore the supply of electricity is longer than what was indicated by consumers (registered on life support) as their available emergency backup, NT Power will endeavour to contact these consumers but will not be liable in any manner to the Customer for failure to do so.

When electricity is interrupted, the Customer should first ensure that their failure is not due to the opening of a Customer owned protective device such as a fuse or breaker operating within their installation. If there is a partial power failure, the Customer should obtain the services of an electrical contractor to carry out necessary repairs. If, on examination, it appears that NT Power's main source of supply of electricity has failed, the Customer should report these conditions at once to NT Power by calling the General Line/Emergency After Hours phone number as stated in Section 1.5 – Contact. Telephone numbers, the address and office hours are also shown on the Customer's regular bill mailings, and on NT Power's website.

NT Power operates a trouble-call response, 24 hours a day, seven days a week, to provide service to Customers. NT Power will initiate restoration efforts as rapidly as practicable.

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

2.3.3 Electrical Disturbances

NT Power shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure pursuant to Section 2.3 of the DSC.

Voltage fluctuations and other disturbances can cause flickering of lights and other serious difficulties for Customers connected to NT Power's distribution system. Customers are responsible to protect themselves from any external disturbance. Customers must ensure that their equipment does not cause any disturbances such as

harmonics and spikes that might interfere with the operation of adjacent Customer equipment. Equipment that may cause disturbances includes large motors, welders and variable speed drives, etc. In planning the installation of such equipment, the Customer must consult with NT Power.

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

2.3.4 Standard Voltage Offerings

2.3.4.1 Primary Voltage

The primary voltage to be used will be determined by NT Power for both NT Power owned and Customer-owned substations. Depending on the location, capacity, or other circumstances, the primary voltage will be as follows:

Newmarket service area:	44,000V, delta, three phase, three-wire system, or 13,800/8000V, grounded wye, three phase, four-wire system
Midland Service area:	44,000V, delta, three phase, three-wire system, or 8,320/4800V, grounded wye, three phase, four-wire system, or 4,160/2400V, grounded wye, three phase, four-wire system
Tay service area:	44,000V, delta, three phase, three-wire system, or 8,320/4800V, grounded wye, three phase, four-wire system

NT Power will further determine the appropriate voltage via consultation with the Customer or their representative.

Electrical services with capacity rated at 500 KVA or less are serviced from the 13.8KV system or 8.32KV system as appropriate. Electrical services with capacity rated at 300KVA or less can be serviced from the 4.16kV. Electrical services with capacity rated

greater than 500 KVA on a 13.8KV or 8.32KV distribution system or with capacity rated greater than 300KVA on a 4.16kV distribution system are fed from the 44 KV system and require a Customer-owned substation.

The Customer must provide a convenient and safe location satisfactory to NT Power for the installation of meters, wires and ancillary equipment.

2.3.4.2 Secondary Voltage

13.8 KV 8.32KV and 4.16kV Distribution Systems**:**	Secondary voltages will normally be 120/240V single phase, 120/208V three phase, 4 wire or 600/347V, three phase, 4 wire.

The actual voltage to be used governs the limit of supply capacity for any Customer.

2.3.4.3 Supply Capacity

a) 13.8 KV, 8.32KV and 4.16KV Distribution Systems - Overhead

General guidelines for supply from existing overhead street circuits are as follows:

i. 120/240V, single phase, up to 75 kVA demand load,
or
ii. 600/347V, three phase, four wire up to 80 kVA demand load, or
iii. at both 120/240V, single phase, and 600/347V, three phase, up to 100 kVA sum total demand load, or
iv. 208/120V, three phase, up to 100 kVA demand load,

New or upgraded electrical services that cannot be adequately serviced from existing overhead transformer banks must be serviced underground.

b) 13.8 KV and 8.32KV Distribution Systems – Underground (Site Specific)

Where a site-specific transformer exists or is planned on private property;

i. 120/240V, single phase, supply is available up to 167 kVA demand load, or
ii. 208/120V, three phase, four wire, supply is available for loads up to 500 kVA demand load, or

iii. 600/347V, three-phase, four-wire, supply is available for loads up to 500 kVA demand load

c) 4.16 KV Distribution Systems – Underground (Site Specific)

Where a site-specific transformer exists or is planned on private property;

iv. 120/240V, single phase, supply is available up to 167 kVA demand load, or
v. 208/120V, three phase, four wire, supply is available for loads up to 300 kVA demand load, or
vi. 600/347V, three-phase, four-wire, supply is available for loads up to 300 kVA demand load

d) 13.8 KV, 8.32KV and 4.16KV Distribution Systems - Underground (Public Property)

Where a transformer for common servicing is located on public property, 120/240V, single phase, supply is available up to 100 kVA demand load.

e) 44 KV Distribution System

Services rated at greater than 500 kVA demand load on a 13.8kV or 8.32kV distribution system and less than 30MVA or services rated at greater than 300kVA demand load on a 4.16kV distribution system and less than 30 MVA shall require a 44KV Customer-owned substation.

2.3.5 Voltage Guidelines

NT Power maintains supply voltage at the Customer's service entrance within the guidelines of CSA Standard CAN3-C235-83 (latest edition). Normal and variation limits are shown in the table below:

Nominal Voltage	Voltage Variation Limits			
	Extreme Conditions			Extreme Conditions
		Normal Conditions	Normal Conditions	
Single Phase				
120/240	106/212	110/220	125/250	127/254
240	212	220	250	254
600	530	550	625	635
Three Phase 4w				
120/208	110/190	112/194	125/216	127/220
347/600	306/530	318/550	360/625	367/635

Where supply voltages lie outside the indicated limits for normal operating conditions but within the indicated limits for extreme operating conditions, improvement or corrective action will be taken on a planned and programmed basis, but not necessarily on an emergency basis.

Where supply voltages lie outside the indicated limits for extreme operating conditions, improvement or corrective action will be taken as soon as practical. The urgency for such action will depend on many factors such as the location and nature of load or circuit involved, the extent to which limits are exceeded with respect to supply voltage levels and duration, etc.

NT Power shall practice reasonable diligence in maintaining supply voltage levels but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the transmitter. NT Power shall not be liable for any delay or failure in the performance of any of its obligations under this Conditions of Service document due to any events or causes beyond the reasonable control of NT Power, including, without limitation, items due to Force Majeure.

2.3.6 Back-up Generators

A Customer's emergency back-up generation facility cannot be installed in a manner which would adversely affect NT Power's distribution system.

Customers with a portable or permanently connected emergency back-up generation facility shall comply with all applicable criteria of the Ontario Electrical Safety Code. In particular, the Customer shall ensure that their emergency back-up generation facility does not parallel with NT Power's distribution system, or back-feed into it. There shall be proper interface protection between the Customer's electrical circuits and NT Power's

distribution system. NT Power will not be liable for damage to Customer-owned equipment.

Customers with a permanently connected emergency back-up generation facility shall notify NT Power regarding the presence of such equipment and shall enter into such agreements as may be requested, or required, under this Conditions of Service.

If a Customer intends to use embedded generation or energy storage for load displacement, refer to Section 3.5 - Embedded Generation and Energy Storage in this Conditions of Service document.

NT Power does NOT provide temporary backup generators to Customers in the event of planned or unplanned outages.

2.3.6.1 Open and Closed Transition

A Customer with an emergency backup generation facility in Open-Transition mode (break-before-make) shall further ensure that its facility does not parallel with, nor adversely affect NT Power’s distribution system.

Customers who consider installing a Closed-Transition switch (make-before-break) shall notify NT Power and shall submit documentation that satisfies NT Power’s technical requirements. Customers shall obtain written authorization from NT Power prior to commissioning the switch in Closed-Transition mode. Closed-Transition switches must not operate the generator in parallel with NT Power's distribution system for longer than 100ms under any circumstances.

2.3.6.2 Meter Base Plug-In Transfer Device

For portable emergency backup generation, residential Customers may install an NT Power approved meter base plug-in transfer device onto a meter socket that is installed outdoors. All installations must meet NT Power approval requirements and will only be considered for residential Customers with 120/240V, single-phase and up to a 200A service.

Customers must initially contact NT Power to begin the installation process for the meter base plug-in transfer device. Following an NT Power field visit at the Customer’s

residence to determine the feasibility of the installation, the Customer will be advised whether to proceed to make arrangements to have the meter base plug-in transfer device installed by an electrical contractor that is licensed by the ESA. In addition, during the time of installation or removal of the meter base plug-in transfer device, a service disconnection/reconnection and breaking/resealing of the revenue meter will be required and shall be performed by NT Power.

The Customer shall pay for associated NT Power costs to install the meter base plug-in transfer device. The Customer shall also sign a waiver and release form that acknowledges and agrees that:

- NT Power has the right to disconnect and/or remove the approved meterbase plug-in transfer device if for any reason NT Power determines that the installed equipment might be causing any disturbance in the electricity system.
- if any damages occur to any property, electrical equipment or the electrical system and the cause of damage was found to be from the approved meterbase plug-in transfer device or caused by any customer owned equipment, the customer is responsible for 100% of the cost of repair.

The installation of a meter base plug-in transfer device is not permitted where a Customer location has an embedded generation facility (i.e. Micro Feed-in Tariff, Feed-in Tariff, Net Metering, Load Displacement, and Renewable Energy Standard Offer Program).

2.3.7 Metering

2.3.7.1 General

NT Power will supply, install, own, and maintain all meters, instrument transformers, ancillary devices, and secondary wiring that are required for revenue metering. NT Power will typically install metering equipment at the Customer supply voltage. The Customer must provide a convenient and safe location, satisfactory to NT Power, for the installation of meters, wires and ancillary equipment. Consult with NT Power before the metering location is determined.

Approved meter sockets, enclosures and characteristics for the various types of meter installations can be found in NT Power's Metering Requirements as referenced in Section 6.

The customer will ensure externally mounted meters are at least one (1) meter clear from trees, fences, decks and other vegetation and structures. The customer will also keep the route to the meter clear. NT Power is not responsible for damage to vegetation on the access path to the metering equipment.

Refer to Section 6 NT Power Standing Instruction 405 – 003, Metering Requirements and Specifications and NT Power Standing Instruction 300–001, Construction of Underground Residential Electrical Distribution Systems.

See Section 3.5 Embedded Generation and Energy Storage for details regarding Net Metering generation.

Customers will allow NT Power employees and agents free access at all reasonable hours to NT Power meters, wires and other equipment. Where safety or reliability of the electrical distribution system is at risk, free access will be required at all times. Any person who prevents or refuses lawful access to any meter in his possession or control is in contravention of the Electricity and Gas Inspection Act and is liable on summary conviction or indictment to a fine as prescribed by the Act.

The Customer will be responsible for the care and safekeeping of NT Power meters, wires and ancillary equipment on the Customer's premises. If any NT Power 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 NT Power the value of such equipment, or at the option of NT Power, the cost of repairing the same.

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

The type of metering will be based on the Customer's rate class, energy consumption and peak load. The security and accuracy of the metering will be maintained under regulations and standards established by Measurement Canada and NT Power.

2.3.7.2 Instrument Transformers and Boxes

All instrument transformer enclosures (current transformer (CT) and potential transformer (PT)) must be approved by NT Power prior to construction.

Where instrument transformers are incorporated in low voltage switchgear, a drawing of the switchgear is to be submitted to NT Power for approval prior to installation. A separate meter cabinet must be supplied and installed by the Customer, located to the satisfaction of NT Power and as close as possible to the instrument transformer compartment. NT Power will approve the routing of the conduit for metering wiring.

The Customer will obtain and install NT Power's current transformers and potential transformers in the Customer's low voltage switchboard.

NT Power will issue specific metering requirements for metering involving instrument transformers.

2.3.7.3 Metering

Interval Metering

An interval meter will be installed on electrical services under the following conditions:

a) The forecast monthly average peak demand by the Customer is greater than 50 kW.

b) At the request of the Customer.

The Customer is to contact NT Power in writing with the request for the installation of an interval meter. NT Power will respond with the meter installation requirements and an estimate of the costs of the installation. Upon confirmation by the Customer that the installation is to proceed, the Customer shall make the communications link described below available before NT Power will commence any work on the installation.

New interval meter installations will require the provision of a cellular communications link and power supply at the metering cabinet. Existing interval meter installations will continue to operate with an analogue data phone line communication link until such time NT Power replaces the existing meter or the Customer requests an interval meter with cellular communications link.

Prior to the installation of an interval meter, the Customer must provide and install a 32 mm (1 ¼ in) conduit from the meter cabinet to an outdoor location for the installation of an antenna to be mounted 1.8 m (6 ft) above ground. The conduit installation shall not be more than 30.5 m (100 ft) in length. The Customer must also provide a 120 volt power source (receptacle) in the meter cabinet for NT Power use.

If NT Power determines in its sole discretion that a cellular installation is not feasible, NT Power may require the Customer to install and maintain an analogue data phone line for the exclusive use of NT Power to retrieve interval meter data. The Customer will be responsible for the installation and ongoing monthly cost of operating the telephone line. The telephone line will be direct dial, voice quality, active 24 hours per day, and energized prior to meter installation. Failed Customer communication lines must be repaired within 48 hours of notification from NT Power.

Existing meter installations being retrofitted with an interval meter may require upgrading of related metering equipment and communications link including the current or potential transformers. In these cases, the interval meter will not be installed until the required upgrades are complete.

Upon receipt of the estimate for the meter installation, the Customer will remit this amount to NT Power. Once the installation is complete, NT Power will prepare a statement for the actual costs incurred and invoice or refund any difference.

Costs associated with maintaining the meter installation, excluding costs that are the responsibility of the Customer as expressly provided for elsewhere in NT Power's Conditions of Service, will be the responsibility of NT Power.

Non-Interval Metering

NT Power shall provide and install at the Customer's expense and maintain at NT Power's expense, a meter installation for retail settlement billing purposes for each Customer connected to NT Power's distribution system.

2.3.7.4 Meter Reading

Most of NT Power's meters are read remotely on a daily basis using wireless communication. It is the Customer's responsibility to ensure the meter is in a location to allow wireless communication using standard infrastructure, and to facilitate the installation of this infrastructure. If NT Power cannot read a meter wirelessly, the Customer is responsible for the cost to install infrastructure to support wireless meter reading, and the cost to read the meter manually while the infrastructure is put in place. NT Power will provide the Customer instructions on what infrastructure to install, based on location specifics. If NT Power deems remote wireless meter reading is not practical, the Customer is required to install and maintain an analogue data phone line.

A Customer may request a meter not be read by the standard method. If approved by NT Power, the Customer will be responsible for the installation and maintenance costs incurred by NT Power, and maintaining the alternate communication infrastructure, such as an analogue data phone line.

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

The Customer has the right to demand identification from any person purporting to be an authorized agent or employee of NT Power.

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

2.3.7.5 Final Meter Reading

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

2.3.7.6 Faulty Registration of Meters

Metering electricity usage for the purpose of billing is governed by the federal Electricity and Gas Inspection Act and associated Regulations, under the jurisdiction of Measurement Canada. NT Power's revenue meters are required to comply with all specifications established by the Regulations under the above Act.

In the event of incorrect electricity usage registration, NT Power will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. The Customer shall pay for all the energy supplied based on the reading of any meter formerly or subsequently installed on the premises by NT Power, with due regard being given to any change in the characteristics of the installation and/or the demand. If Measurement Canada determines that the Customer was overcharged, NT Power will reimburse the Customer for the amount incorrectly billed.

Where the Customer is responsible for the under-billing, whether by way of tampering, willful damage, unauthorized energy use or other unlawful actions, NT Power may require payment of the full under-billed amount by a charge on the next regularly scheduled bill or a separate bill issued to the Customer. NT Power may charge interest to the Customer for the under billing. Such interest shall be equal to the prime rate charged by NT Power's

bank. Where disconnection has occurred, NT Power will require full payment prior to the reconnection of service.

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, a billing correction will apply. NT Power will correct the bills in accordance with the Regulations under the Electricity and Gas Inspection Act and/or the RSC.

2.3.7.7 Meter Data Dispute Resolution

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the customer consumer and NT Power without resorting to the meter dispute test.

Either NT Power or the customer may request the service of Measurement Canada to resolve a dispute.

If the customer initiates the dispute, and the meter is found to be accurate and Measurement Canada rules in favour of NT Power, NT Power will charge the customer an OEB-approved meter dispute fee.

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, a billing correction will apply. NT Power will correct the bills for that period in accordance with the Regulations under the Electricity and Gas Inspection Act and/or the RSC.

2.4 Tariffs and Charges

2.4.1 Service Connection

Charges for connection to the electrical distribution system is set out in Appendix B. Rates for services provided by NT Power are set out in the Tariff of Rates and Charges as approved by the OEB

2.4.2 Electricity Supply

All existing NT Power Customers are SSS Customers until NT Power is informed and they are switched to a third-party retailer. The Customer or the Customer's authorized Retailer must make the Service Transfer Request (STR). Customers transferring from SSS to a third-party retailer shall comply with the STR requirements as outlined in Section 10: Service Transaction Requests of the RSC. If the information is incomplete, NT Power shall notify the submitting party about the specific deficiencies and await a reply before proceeding to process the transfer.

All Customers considering delivery of electricity through, but not into, NT Power's distribution system are required to contact NT Power for technical requirements and applicable tariffs.

2.4.3 Deposits

Whenever required by NT Power and the in accordance with the DSC, the Customer shall provide a security deposit in accordance with NT Power's Security Deposit Policy. See Appendix C.

2.4.4 Billing

NT Power issues bills to its Customers on a monthly basis. Billings for the use of electricity and distribution services will be based on either a metered rate, or a flat rate, as applicable.

Customers that are metered will be billed based on an actual meter reading. Virtually all residential and small business Customers have smart meters and most meter reads are now automated. During periods when an actual meter reading is unavailable, Customers will be billed in accordance with the validating, estimating, and editing (VEE) process as described in Section 5.3 of the DSC.

Customers are divided into billing cycles and each cycle is billed at roughly the same time each month.

Accounts will be pro-rated where the initial bill or final bill to a Customer is for a time period that is different from the normal billing period, or where rates have been revised effective from a date that does not match the Customer's billing date.

NT Power will not provide aggregated billing.

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

2.4.5 Payments and Late Payment Charges

Bills are rendered for distribution services and wholesale settlement rates to the Customer on a monthly basis. Bills are payable in full by the due date, otherwise, overdue interest will apply. Interest will be applied per month at the rate stated in NT Power's Tariff of Rates and Charges. Where a partial payment has been made by the Customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding on the due date.

Where payment on account of a bill is not sufficient to cover electricity charges, security deposits and billing adjustments, NT Power shall allocate the payments in the following order:

c) electricity charges

d) payments towards an arrears payment agreement,

e) outstanding security deposit,

f) under-billing adjustments

g) and non-electricity charges.

Payments will be accepted in the form of legal tender as defined in the Currency Act, Chapter C-52 (Canada), in the currency of Canada, a personal or business cheque or direct deposit through a bank listed in Schedule I or II of the Bank Act (Canada), Visa or MasterCard credit card through third party, debit card through third party, or money order. Third party credit card and debit services may charge a convenience fee.

NT Power also offers an Equal Payment Plan that allows Customers to normally pay the same amount each month. The equal payment amount is reviewed twice a year and adjusted to match the average billing for the customer and takes into the calculation any balance or credit owing that has accumulated on the account.

Outstanding bills are subject to the collection process and may ultimately lead to disconnection of distribution services. NT Power may use a collection agency for active customers if payment or arrangements are not made by the customer. Disconnection of distribution services does not relieve the Customer of the liability for arrears.

NT Power also offers a Pre-Authorized Payment (PAP) plan. The PAP plan allows Customer payments to be automatically withdrawn from the Customer's bank account on their due date. A Customer wishing to be put on the PAP plan must complete an authorization form, which is available from NT Power. This plan may also be used in conjunction with the Equal Payment Plan.

Customers will pay special charges and deposits, which may arise from a variety of conditions. These charges are approved by the OEB in NT Power's Tariff of Rates and Charges.

2.5 Customer Information

NT Power will not disclose information regarding a Customer, Retailer or Generator to any other party without the written consent of the Customer, Retailer or Generator, except where such information is permitted or required to be disclosed by NT Power's Privacy Policy, or any applicable legislation.

NT Power's Privacy Policy is in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and other applicable provincial legislation. It is available on NT Power's website or can be obtained by contacting NT Power's Privacy Officer at privacy@nmhydro.ca.

A third party, who is not a Retailer, may request historical usage information with the written authorization of the Customer. The information to be provided will be what is readily available to a maximum of 24 months. NT Power may charge an OEB approved fee for this service.

NT Power will provide information regarding Customers, Retailers and Generators that has been aggregated sufficiently, such that their particular information cannot reasonably be identified, at no charge to another Distributor, a Transmitter, the IESO or the OEB. Information provided will generally be for operational purposes. NT Power may charge an OEB approved fee that has been approved by the OEB for all other requests for aggregated information.

At the request of a Customer, NT Power will provide a list of Retailers who have Service Agreements in effect within its service area. The list will inform the Customer that an alternative Retailer does not have to be chosen in order to ensure that the Customer

receives electricity and the terms of service that are available under Standard Supply Service.

Upon receiving an inquiry from a Customer connected to its distribution system, NT Power will either respond to the inquiry if it deals with its own distribution services or provide the Customer with contact information for the entity responsible for the item of inquiry, in accordance with Chapter 7 of the RSC.

SECTION 3 CUSTOMER CLASS SPECIFIC

Customers are to be classified by their electrical service size and by the type of Customer. The following classifications are defined by NT Power.

Residential Service:

This classification includes all services supplied to single-family dwelling units and subdivision developments for domestic or household purposes.

There are two subclasses within this category:

a) Overhead
   - Transformers not on private property
   - Transformers on private property

b) Underground
   - Transformers not on private property
   - Transformers on private property

General Service:

This classification includes all services other than those designated as residential service, municipal street lighting service, sentinel lighting service, unmetered scattered load service and microFIT services. This includes combination type services where a variety of uses are made of the same service by the Customer (e.g. general service less than 50kVA combined with residential service).

Subclasses would be:

- Billing Demand less than 50kW
- Billing Demand 50kVA, up to 500kW
- Billing Demand greater than500kW, up to 5000kW

For new installations, demand sizing is based on the main switch size in AMPS converted to kW.

Where the customer provides transformation facilities, an allowance of $0.85 per kW (Newmarket service area) or $0.60 per kW (Midland service area) of billing demand per month will apply.

Street Lighting:

This classification refers to all service supplied to any electrical street lighting equipment owned by, or operated for, the Town of Newmarket, the Town of Midland, the Township of Tay, the Town of East Gwillimbury, or the Province of Ontario that is used to illuminate roadways and sidewalks, etc. The street light equipment may be metered or non-metered, and they turn on and off by photoelectric cells.

Sentinel Lighting:

This classification refers to All service supplied to sentinel lighting equipment may be metered or non-metered. NT Power will not install any new sentinel lights.

Unmetered Scattered Load Connections:

This classification refers to an account taking electricity at 750 volts or less whose monthly average peak demand is less than, or is forecast to be less than, 50 kW and the consumption is unmetered.

microFIT services:

This classification applies to an electricity generation facility contracted under the Independent Electricity System Operator's microFIT program and connected to NT Power's distribution system.

Billing Demand:

Where a Customer's metered demand exceeds 50kW, the billing demand shall be the greater of the monthly maximum measured kilowatt (kW) demand or 90% of the monthly

maximum measured kilovolt-ampere (kVA) demand. Anywhere demand is stated, billing demand is to be interpreted.

A general service Customer's average 12 month billing demand, reviewed once during each calendar year, will be the basis for determining the Customer's rate class or subclass.

3.1 Residential

3.1.1 Site Information

The Customer shall supply the following to NT Power three months in advance of the planned connection date:

- Application for service
- Required connection date
- Proposed electrical service's rated capacity (amperes) and voltage ratings and meter installation requirements
- Civic address
- Customer billing information (name, address, telephone number)
- Survey plan and site plan indicating the proposed location of the electrical service with respect to public rights-of-way, existing and proposed lot lines, other buildings, streets, driveways and other services, gas, telephone, water and cable.
- Locations of other services as indicated on the Town of Newmarket or the Town of Midland or the Township of Tay or the Town of East Gwillimbury's Composite Utility Plan to at least the center line of the roadway.
- Other items as required.

3.1.2 Demarcation Points and Fees

Refer to Section 2.1.1 – Building that Lies Along and Appendix A for point of demarcation, standard allowance and connection fees for residential services.

3.1.3 Overhead Services

3.1.3.1 Overhead Transformers Not On Private Property

Minimum Requirements

See Section 6 NT Power Standing Instruction 300-012, Overhead Residential Construction.

Services Over Swimming Pools

Although the Ontario Electrical Safety Code allows electrical conductors to be located at adequate height, NT Power will not allow electrical conductors to be located above swimming pools.

Where a new swimming pool is to be installed, and it is necessary to relocate any electrical conductors located directly over the proposed pool location, the relocation is at the expense of the Customer.

Where overhead service conductors are in place over an existing swimming pool, NT Power will provide up to 30 metres of overhead service conductors, at no charge, to allow rerouting of the service. The person, who owns the building or property, or the Customer, will pay any other costs.

3.1.3.2 Overhead Transformer on Private Property

See Section 6 NT Power Standing Instruction 300-012, Overhead Residential Construction.

3.1.4 Underground Service for an Individual Residence (Non-Subdivision)

3.1.4.1 Transformers Not On Private Property

The installation of the connection assets shall be in accordance with NT Power's current specifications and standards. Details of NT Power's requirements for underground servicing are illustrated in Section 6, NT Power Standing Instruction 300-001, Construction of an Underground Residential Electrical Distribution System.

A Customer may request NT Power to install underground connection assets from the designated point of supply in the overhead distribution system up to the demarcation point provided that:

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

allowance for an overhead service. The Customer will be responsible for all costs related to installation.

i) The building is solely for residential service use and contains not more than three self-contained dwelling units.

j) The Customer obtains all approvals required and is fully responsible for reinstatement of lawns, shrubbery, fences, pavement, etc.

k) See Section 6 NT Power Standing Instruction 300-001 and NT Power Standing Instruction 300-005, New Secondary Service Installations, for installation specifications.

The underground service (connection assets) from NT Power's distribution system to the electrical service shall be owned, operated and maintained by NT Power, in accordance with Appendix A.

3.1.4.2 Transformers on Private Property

The Customer will supply and install vault, pad, ducts, grounding and all secondary cables excluding terminations of the transformer for both primary and secondary to NT Power specifications. See Section 6 NT Power Standing Instruction 300-004, Single Phase Padmount Transformer Installations – Contractor Responsibility, for installation specifications.

The underground service (connection assets) from NT Power's distribution system to the electrical service demarcation point shall be owned, operated and maintained by NT Power, in accordance with Appendix A.

3.1.5 Relocation of Service

If the Customer requests an established overhead or underground service to be relocated due to construction of buildings or other reasons, the Customer will bear the full cost of relocation of service.

3.1.6 Miscellaneous

The Customer shall pay for any necessary road crossings.

The trench route or pole line route must be approved by NT Power and is to follow the route indicated on the electrical drawing supplied by NT Power. Any deviation from this route must be approved by NT Power. The Customer will be responsible for NT Power's costs associated with re-design and inspection services due to changes or deviations initiated by the Customer or their agent.

The Customer will assure the provisions for the electrical service, connection assets and meter installation all comply with NT Power's specifications.

Where there are other services to be installed (e.g. gas, telephone, and cable) these shall be coordinated to avoid conflict with NT Power's underground cables. NT Power's installation will not normally commence until all other servicing and grading have been completed for gas, water and sewer.

It is the responsibility of the Customer, or their contractor, to obtain approvals from all of the utility companies (including NT Power) before digging.

It is the responsibility of the Customer to contact NT Power to inspect each trench prior to the installation of NT Power's underground cables.

The Customer shall provide unimpeded access for NT Power to install the service.

The Customer shall ensure that any intended tree planting has appropriate clearance from underground or overhead electrical plant.

The Customer shall ensure sufficient clearances of their buildings and other permanent structures to NT Power's electrical equipment and powerlines to meet the requirements of the Ontario Electrical Safety Code and the Occupational Health & Safety Act and Ontario Building Code Regulations.

3.2 General Service < 50kW

3.2.1 Site Information

The Customer shall supply the following to NT Power three months in advance of the planned connection date:

- Application for service
- Required connection date

- Proposed electrical service's rated capacity (amperes) and voltage ratings and meter installation requirements
- Civic address
- Customer billing information (name, address, telephone number)
- Location of service entrance
- Proposed demand details in kW (Winter and Summer)
- Survey plan and site plan indicating the proposed location of the electrical service with respect to public rights-of-way, existing and proposed lot lines, other buildings, streets, driveways and other services, gas, telephone, water and cable.
- Locations of other services as indicated on the Town of Newmarket or the Town of Midland or the Township of Tay or the Town of East Gwillimbury's Composite Utility Plan to at least the center line of the roadway.
- Other items as required.

3.2.2 Civil Infrastructure and Underground Service Requirements

When effecting changes, the Customer shall maintain sufficient clearances between the electrical service and buildings and other permanent structures to meet the currently approved USF standards and NT Power clearance requirements.

3.2.3 Maintenance

NT Power is responsible for the maintenance and repairs to the ownership demarcation point, but not the electrical room or any other civil structure that forms part or is part of the Customer's building.

3.2.4 Refurbishment

NT Power will undertake the necessary programs to maintain and enhance its distribution system at its expense. In the event that the electrical service to a Customer needs to be restored as a result of these construction or maintenance activities by NT Power, they will be restored to an equivalent condition.

In addition, NT Power may carry out the necessary construction and enhancement work to maintain existing distribution services by providing standard overhead or underground temporary connection assets to Customer affected by NT Power's construction activities. If a Customer requests special construction beyond the normal NT Power standard in accordance with the program, the Customer shall pay the additional cost, including engineering and administration fees.

3.2.5 Electrical Requirements

Refer to Appendices A and B for Point of Demarcation, Standard Allowance and Connection Fees for General Service.

3.2.6 Temporary Services

Temporary services may be supplied overhead or underground, at NT Power's discretion. The Customer will be responsible for all associated costs for the installation and removal of connection assets required for a temporary service to NT Power's distribution system. Payment of those costs must be made in advance. Temporary services must not exceed 12-months without re-inspection by the ESA or as specified in the written Connection Authorization and renewal by NT Power.

Subject to the requirements of NT Power, a connection will be made after receipt of a Connection Authorization from the ESA, a signed Distribution Services Agreement, and a deposit from the Customer.

3.3 General Service 50kW – 500kW

3.3.1 Site Information

The Customer shall supply the following to NT Power one year in advance of the planned connection date:

- Application for service
- Required connection date
- Proposed electrical service's rated capacity (amperes) and voltage ratings and meter installation requirements
- Civic address
- Customer billing information (name, address, telephone number)
- Proposed demand details in kW (Winter and Summer)

- Survey plan and site plan indicating the proposed location of the electrical service with respect to public rights-of-way, existing and proposed lot lines, other buildings, streets, driveways and other services, gas, telephone, water and cable.
- Locations of other services as indicated on the Town of Newmarket or the Town of Midland or the Township of Tay or the Town of East Gwillimbury's Composite Utility Plan to at least the center line of the roadway.
- Other items as required.

3.3.2 Civil Infrastructure and Underground Service Requirements

When effecting changes, the Customer shall maintain sufficient clearances between the electrical service and buildings and other permanent structures to meet the currently approved USF standards and NT Power clearance requirements.

3.3.3 Maintenance

NT Power is responsible for the maintenance and repairs to the ownership demarcation point, but not the electrical room or any other civil structure that forms part or is part of the Customer's building.

3.3.4 Refurbishment

NT Power will undertake the necessary programs to maintain and enhance its distribution system at its expense. In the event that the electrical service to a Customer needs to be restored as a result of these construction or maintenance activities by NT Power, they will be restored to an equivalent condition.

In addition, NT Power may carry out the necessary construction and enhancement work to maintain existing distribution services by providing standard overhead or underground temporary connection assets to Customers affected by NT Power's construction activities. If a Customer requests special construction beyond the normal NT Power standard in accordance with the program, the Customer shall pay the additional cost, including engineering and administration fees.

3.3.6 Electrical Requirements

Where the size of the Customer's electrical service warrants, the Customer, or the person who owns the building, will be required to provide facilities and an electrical room, vault, or pad, on its private property and an easement as required (i.e. on the premises to be served), acceptable to NT Power, to house the necessary transformer(s) and/or switching equipment. NT Power will provide planning details upon application for service.

NT Power will supply, install and maintain the transformation equipment in a vault, or on a pad.

The person who owns the building shall identify each Customer's metered service by address and/or unit number in a permanent and legible manner. The identification shall apply to all main switches, breakers and to all meter cabinets or meter mounting devices that are not immediately adjacent to the switch or breaker. The electrical room shall be visibly identified from the outside.

Refer to Appendices A and B for Point of Demarcation, Standard Allowance and Connection Fees for General Service.

3.3.7 Temporary Services

Temporary services may be supplied overhead or underground, at NT Power's discretion. The Customer will be responsible for all associated costs for the installation and removal of connection assets required for a temporary service to NT Power's distribution system.

Payment of those costs must be made in advance. Temporary services must not exceed 6-months or as specified in the written Connection Authorization without re-inspection by the ESA and renewal by NT Power.

Subject to the requirements of NT Power, a connection will be made after receipt of a Connection Authorization from the ESA, a signed Distribution Services Agreement, and a deposit from the Customer.

3.4 General Service (Above 500 kW)

3.4.1 Site Information

The Customer shall supply the following to NT Power one year in advance of the planned connection date:

- Application for service

- Required connection date
- Proposed electrical service's rated capacity (amperes) and voltage ratings and meter installation requirements
- Civic address
- Customer billing information (name, address, telephone number)
- Proposed demand details in kW (Winter and Summer)
- Survey plan and site plan indicating the proposed location of the electrical service with respect to public rights-of-way, existing and proposed lot lines, other buildings, streets, driveways and other services, gas, telephone, water and cable.
- Locations of other services as indicated on the Town of Newmarket or the Town of Midland or the Township of Tay or the Town of East Gwillimbury's Composite Utility Plan to at least the center line of the roadway.
- Other items as required

3.4.2 Civil Infrastructure and Underground Service Requirements

When effecting changes, the Customer shall maintain sufficient clearances between the electrical service and buildings and other permanent structures to meet the currently approved USF standards and NT Power clearance requirements.

3.4.3 Maintenance

NT Power is responsible for the maintenance and repairs to the ownership demarcation point, but not the electrical room or any other civil structure that forms part or is part of the Customer's building.

3.4.4 Electrical Requirements

Where a primary service is provided to a Customer-owned substation, the Customer shall install and maintain such equipment in accordance with all applicable laws, codes, regulations, and NT Power's requirements for high voltage installations. NT Power will provide planning details upon application for service.

Customer-owned substations are a collection of transformers and switchgear located in a suitable room or enclosure owned and maintained by the Customer.

NT Power operational demarcation point is the ownership demarcation point. When a connection/operating agreement is in place between NT Power and the customer, it will supersede the definition of the operational demarcation point in this COS.

Customer is responsible for operating their equipment but will be required to obtain approval from NT Power when operating the customer-owned 44kV switch.

NT Power reserves the right to operate the Customer-owned equipment as deemed necessary.

All high voltage distribution services are 44kV, three-phase, three wire.

NT Power will provide Customer interface details and requirements for high voltage supplies.

It is required that a Customer install a Customer-owned terminal pole and transformer installed with voltage taps in their primary windings.

Customer-owned substations must be inspected by both the ESA and NT Power. The owner will provide a pre-service inspection report to NT Power. A contractor acceptable to NT Power will prepare the certified report to NT Power.

To facilitate and encourage the maintenance of this equipment, NT Power will provide one power interruption annually, at no charge, in lieu of, or coincident to, interruptions arranged for the installation, maintenance, and testing of vault fire alarm detectors. This no-charge service would be scheduled during NT Power's normal business hours, Monday to Friday from 7am-3pm, and are not necessarily guaranteed. NT Power will charge Customers for power interruptions arranged at times other than outlined above.

Refer to Appendix A and B for Point of Demarcation, Standard Allowance and Connection Fees for General Service.

3.4.5 Temporary Services

Temporary services may be supplied overhead or underground, at NT Power's discretion. The Customer will be responsible for all associated costs for the installation and removal of connection assets required for a temporary service to NT Power's distribution system. Payment of those costs must be made in advance. Temporary services must not exceed 6-months or as specified in the written Connection Authorization without re-inspection by the ESA and renewal by NT Power.

Subject to the requirements of NT Power, a connection will be made after receipt of a Connection Authorization from the ESA, a signed Distribution Services Agreement, and a deposit from the Customer.

3.5 Embedded Generation and Energy Storage

NT Power shall, for all purposes under the Conditions of Service, treat a generation facility that is connected on the customer side of a connection point to the distribution system as an embedded generation facility, as per DSC Section 1.9. NT Power shall treat the owner or operator of the generation facility as a Generator in relation to the connection and operation of that generation facility. The conditions for embedded generation also apply to Customers with Energy Storage that has the capability of providing power to NT Power's distribution system.

For all embedded generation installations, NT Power will follow the processes and technical requirements outlined in the OEB DSC, the Electrical Safety Code, IESO Market Rules, and other rules and regulations that apply to specific generation connections. Up to date information on NT Power's processes for embedded generation can be found on the NT Power's website.

Customers contemplating an embedded generation system should contact NT Power at the earliest opportunity to determine maximum generator size allowed for each area, process timelines, and contract requirements.

3.5.1 Embedded Generation Connection

All Generators with embedded generation facilities shall execute a Connection Agreement with NT Power. Generators with embedded generation facilities connected to NT Power's distribution system prior to the date of these Conditions of Service shall, subject to any agreement between the Generator with an embedded generation facility and NT Power otherwise, execute a Connection Agreement with NT Power.

In accordance with Section 2.1 – Connections and Section 2.2 – Disconnection and Reconnection, NT Power shall not connect any embedded generation facility where there is not an executed Connection Agreement.

The Connection Agreement will be maintained by NT Power. The Connection Agreement will comply with the DSC Appendix E. There are different connection requirements based on the size of the embedded generator. Generators should refer to the latest processes and requirements as outlined in the DSC and Distributed Energy Resources Connection Procedures (DERCP).

Generator Classification	Rating	OEB DSC connection reference
Micro	≤ 10 kW	App F.1.1
Small	(a) ≤ 500 kW connected on distribution system voltage < 15 kV (b) ≤ 1 MW connected on distribution system voltage ≥ 15 kV	App F.1.2
Mid-Sized	(a) ≤ 10 MW but > 500kW connected on distribution system voltage < 15 kV (b) > 1 MW but ≤ 10 MW connected on distribution system voltage ≥ 15 kV	App F.1.3
Large	> 10 MW	App F.1.4

NT Power shall not allow Generators with an embedded generation facility to connect directly to the distribution system in a manner that may materially adversely impact power quality, reliability, efficiency, or the safety of Customers or NT Power's personnel.

Subject to all applicable laws, and in accordance with the DSC, NT Power will make all reasonable efforts to promptly connect to its distribution system a generation facility, which is the subject of an application for connection.

3.5.2 Connection Process

Prior to any embedded generation facility being installed, or, changes made to an existing embedded generation facility, the Customer is encouraged to request a complimentary initial consultation with NT Power. The intention is to familiarize each other with the proposed project, identify potential connection issues and discuss the process. The Customer is responsible for paying all costs associated with the connection of their embedded generation facility, including impact assessments, executing/revising Connection Agreements, any upstream work, any upgrades required to the distribution system and bringing the Customer's existing load meter into compliance with NT Power's power quality monitoring requirements and any other NT Power requirements.

The connection process varies based on the size of the proposed embedded generation facility. The DSC and DERCP contains the process and a corresponding flow chart for each size of a proposed embedded generation facility. NT Power will provide the

necessary information, and offers, in the time frames stipulated in the appropriate section shown below.

- For a Micro generation facility (≤ 10 kW)
- For a Small generation facility (≤ 500 kW connected at < 15 kV, or ≤ 1 MW connected at ≥ 15 kV)
- For a Mid-Sized generation facility (≤ 10 MW but > 500kW connected at < 15 kV, or ≤ 10 MW but > 1 MW connected at ≥ 15 kV)
- For a Large generation facility (≥ 10 MW)

Applications for the connection of Small, Mid-Sized and Large generation facilities will be subject to NT Power's capacity allocation process in accordance with the DSC. Applications to connect to which the capacity allocation process does not apply, shall be processed in accordance with the DSC as and when received. Applications for the connection of a Micro generation facility will be processed when received and in accordance with the DSC.

In the event that NT Power must consult or request work be performed by upstream grid authorities (such as Hydro One Networks Inc. or IESO), it will do so on behalf of the Customer at the appropriate times. NT Power shall inform the Customer of any fees that may be charged by these authorities and shall transact, at no additional cost, the payments or refunds between the Customer and these authorities.

3.5.3 Net Metering

The NT Power connection limitation for net metering generation is as per the DSC Section 6.7. Additional net metering generation will be considered on a case-by-case basis.

Participation in the Net Metering generation is available to all NT Power Customers wanting to install embedded generation provided:

l) the Customer meets the criteria of "eligible generator" set out in section 7(1) of the Net Metering Regulation, O. Reg. 541/05;

m) NT Power's distribution system can support the maximum cumulative output capacity of the embedded generation facility equipment to be connected.

In order to participate in Net Metering generation, the Customer will be required to meet all the parallel generation requirements for connecting generation facilities as found in the sections below.

3.5.4 General Technical Information Requirements

All Generators with embedded generation facilities shall provide NT Power with the necessary documentation outlined in DSC and DERCP to ensure that the distribution system is adequately protected from potential damage or increased operating costs resulting from the connection of the embedded generation facility.

All documentation and studies outlined above will be analyzed and approved by NT Power, and these costs shall be borne by the Generator with the embedded generation facility, unless otherwise stated in the DSC and DERCP.

The embedded generation facilities must also meet the technical requirements as identified in the Connection Agreement and the DSC and DERCP.

Generators with embedded generation facilities connected to the distribution system prior to the date of these Conditions of Service shall submit the above-referenced technical information to NT Power.

3.5.5 Interface Protection and Isolating Devices

The Generators with embedded generation facilities shall supply, install, own, and maintain an interface protection that minimizes the frequency and severity of disturbances on the distribution system and the impact on other Customers. The interface protection shall be capable of automatically isolating the embedded generation facility from the distribution system in the following situations:

n) internal faults within the embedded generation facility;

o) external faults in the distribution system; and

p) abnormal system conditions, including, but not limited to open phase and islanding, over/under voltage and over/under frequency.

The Generators with embedded generation facilities shall supply, install, own, and maintain a disconnecting device at the connection point with the distribution system for the purpose of isolating the embedded generation facility in case of emergency and for work protection. The disconnecting device shall:

q) be located at or near to the ownership demarcation point of connection of the embedded generation facility to the distribution system, and must be readily accessible;

r) provide a visible indication of the open main current-carrying path that isolates the embedded generation facility from the distribution system;

s) have a three-pole gang operated switch mechanism suitable for load break operations at rated load. (Subject to NT Power's prior written approval, Single Phase embedded generating facilities may use single pole switches or openers);

t) meet Ontario Electrical Safety Code requirements;

u) be rated for maximum fault current available at that location on the distribution system;

v) be lockable in the open position;

w) be suitable for safe operation under the conditions of use; and

x) have an interlock, which will prevent back-feed in the event of an outage on the distribution system.

These devices must be operated at least once a year, unless specified otherwise in the Connection Agreement, and the verification report of the operation of the devices shall be retained by the Generator with embedded generation facilities and shall be provided to NT Power upon request.

3.5.6 Metering for Embedded Generation Facilities

The Generator shall consult with NT Power for all metering installations on embedded generation facilities. The Generator shall pay all costs associated with such metering. The Generator shall provide NT Power with the technical details of the embedded generation facility.

The Generator, if applicable, must provide NT Power with a single line diagram of all associated connected load at the facility, for the purpose of ensuring that all metering and rates are applied correctly.

The Generator must have a meter or a metering installation in accordance with the DSC, Measurement Canada, ESA, IESO Market Rules and NT Power Metering Standards installed.

Settlement for net metering generation facilities will be in accordance with the DSC Section 6.7.3. The Customer must have a bi-directional revenue meter that records energy flow in both directions.

Embedded generation facilities that receive energy (e.g. for station use or back-up supply) shall be placed in the appropriate rate class and billed for the energy consumed.

Billing by NT Power for the applicable embedded generation facility is performed with the regular cycle. Billing and settlement is made with the owner of the embedded generation facility. A new account will be opened, where the Generator is not the load Customer of the service address. An OEB approved monthly administration charge will also apply.

3.5.7 Maintenance Schedules

Generators with embedded generation facilities must implement and adhere to a regular scheduled maintenance plan to assure both NT Power and the Generator with the embedded generation facility that the connection devices, protection and control systems are maintained in good working order. The provisions of said maintenance plan are to be listed in the Connection Agreement.

3.5.8 Capital Contribution

When NT Power is required to do an expansion or enhancement to the distribution system to connect an embedded generation facility (an “Expansion”), NT Power will perform an economic evaluation to determine the Generator’s share of the present value of the projected capital costs and ongoing maintenance costs for the facilities, in accordance with Section 3.2.5 of the DSC

3.5.9 Compliance

All equipment of Generators with embedded generation facilities must meet, at a minimum, NT Power requirements, ESA requirements, and the DSC and DERCP.

NT Power may require that the equipment deemed non-compliant be brought into actual compliance at the Generator with embedded generation facility’s expense with NT Power’s performance requirements within a timeframe established by NT Power. This applies at NT Power’s sole discretion, where:

a) there is a material deterioration of the distribution system reliability resulting from the performance of the Generator with embedded generation facility's equipment; or

b) there is a material negative impacts on the power quality of an existing or a new Customer resulting from the performance of the equipment at the embedded generation facility; or

c) there is a material increase in generating capacity at the site where the equipment deemed compliant is located.

d) the embedded generator has made material changes to either the embedded generation facility's capacity mode of operation, or protective devices, without obtaining NT Power's prior written consent;

e) the embedded generation facility does not meet one or more of the technical requirements specified in the DSC or DERCP;

f) the embedded generator has failed to reverify the facility's protection and control as specified in the Connection Agreement, or failed to submit the report to NT Power within 30 days;

g) the embedded generator's re-verification report shows deficiencies that are unacceptable to NT Power;

h) the embedded generator has failed to promptly provide NT Power with the documentation requested as part of the application and assessment process.

3.5.10 Disconnection of Embedded Generation Facility

If the Generator with embedded generation facilities is not in compliance in accordance with Section 3.5.9 above, or the conditions required in the Connection Agreement, it may be subject to disconnection.

Furthermore, the Generator shall disconnect the embedded generation facility from NT Power's distribution system when:

a) A remote trip or transfer trip scheme is included, if required, and is called upon to operate;

b) The Generator effects changes in the normal connection arrangements other than those agreed upon in the Operating Agreement between NT Power and the Generator;

c) At the request of NT Power, when NT Power, at its sole discretion, transfers the generator to an alternative source; and

d) At the request of NT Power, in an emergency.

3.6 Embedded Market Participant

An Embedded Market Participant, is a Customer who is registered as a market participant with the IESO and whose facility is not directly connected to the IESO-controlled grid but is connected to a distribution system.

All Embedded Market Participant within the service area of NT Power, once approved by the IESO, are required to inform NT Power of their approved status, in writing 30 days prior to their participation in the Ontario electricity market.

A Distribution Services Agreement and a Settlement Agreement will be required between an Embedded Market Participant and NT Power.

An Embedded Market Participant will be responsible for the ownership, installation and maintenance of the meter installation and contracting the services of a meter service provider. Responsibility for an existing meter installation will transfer from NT Power to the Embedded Market Participant on the meter seal expiry date.

3.7 Embedded Distributor

An Embedded Distributor is a Distributor who is not a wholesale market participant and that is provided electricity by a host distributor.

The terms and conditions applicable to the connection of an Embedded Distributor shall be included in the Connection Agreement with NT Power.

3.8 Unmetered Connections

Unmetered connections are un-metered loads that do not have a meter installation directly connected to the Customer’s electrical service. The energy usage is estimated.

There are instances where connections can be provided without a meter installation. These loads are generally small in size and consistent in magnitude of demand. NT Power reserves the right to review all cases and may request a meter installation be installed, at its sole discretion.

Unmetered loads include, but are not limited to, cable TV amplifiers, telephone switching devices, phone booths, bus shelters, railway crossing signals, traffic signals, or other small fixed loads. Billing for these unmetered loads is determined through estimated usage or demand and falls under the categories of unmetered scattered load service, street lighting service, or sentinel lighting service.

The Customer shall provide the necessary technical information so NT Power may calculate estimated usage or demand. NT Power may require, at its sole discretion, that the Customer provide at its own expense, a load study acceptable to NT Power to determine the expected energy consumption.

Proper unmetered load records must be maintained by the Customer and provided to NT Power upon request. The Customer shall notify NT Power prior to making any changes to existing equipment or adding new equipment that is to be supplied from the NT Power distribution system. In the event that the device is replaced, changed or modified, the Customer is to notify NT Power 30 business days prior to the change occurring. In the event that NT Power discovers that one or more such connections were created or modified without notification, NT Power reserves the right to apply retroactive billing, dating back to the time when such notifications should have taken place.

Where installations involve NT Power owned poles, the method and location of attachment are subject to the approval of NT Power. NT Power may, in its sole discretion, require the Customer to enter into an agreement with NT Power governing such attachments.

The Customer shall ensure that qualified people are used to work on equipment and that the system must be maintained so as not to represent a hazard to the distribution system or the public.

Installations must comply with Ontario Regulation 22/04, the Ontario Electrical Safety Code and all ESA requirements.

3.8.1 Street Lighting

Street Lights are owned and maintained by the applicable municipality. They shall be classified as Street Lighting Service. The energy consumption for street lighting service is typically estimated based on NT Power's profile for street lighting, which provides the amount of time each month that the street lights are operating. The energy charge is based on installed demand.

NT Power must approve the location of new street lighting installations on its line poles and the street light owner must enter into an agreement to use such poles.

3.8.2 Traffic Signals

Traffic Signals and Crosswalk Lights are owned and maintained by the applicable road authority. The service may be metered or unmetered depending on service territory location. The unmetered service shall be classified as Unmetered Scattered Load Class Customers. Energy consumption will be based on the connected wattage and the calculated hours of use.

3.8.3 Decorative Lighting

Decorative lighting installations are typically owned and maintained by a local Business Improvement Association (BIA) as a way to improve streetscape or for specific festive occasions.

Where such lighting represents a barrier to distribution system maintenance NT Power may remove it to facilitate work on the system in a safe manner. The owner will be responsible for reinstalling any equipment removed by NT Power.

Charges for part time or decorative seasonal lighting shall include an energy charge calculated at dollars/kWh/month. Minimum billing will be for one month (Dollars per kWh x # of fixtures x billing).

3.8.4 Sentinel Lighting

The energy consumption for sentinel lighting service is estimated based on NT Power's profile for sentinel lighting demand, which provides the amount of time each month that the sentinel lights are operating. The energy charge is based on installed demand. NT Power is discontinuing this class of lighting and will remove sentinel lighting service that has failed and requires new equipment. Customers requiring new sentinel lighting service must make sure that it is connected to the load side of their meter installation.

3.8.5 Cable TV Signal Processing Boosters

The energy charge for cable TV signal processing boosters service is based on the estimated load demand of the unit.

SECTION 4 – GLOSSARY OF TERMS

NT Power's Conditions of Service documents contain a variety of terms that may need to be defined in the context of this document. This Section defines those terms.

Source for definitions:

A	Electricity Act, 1998, Schedule A, Section 2, Definitions
MR	Market Rules for the Independent Electricity System Operator (IESO), Chapter 11, Definitions
CSA	Canadian Standards Association
EDL	Electricity Distribution License
ESA	Electrical Safety Authority
DSC	Distribution System Code Definitions
SSS	Standard Supply Service Code Definitions
ARC	Affiliate Relationships code Definitions
IEEE	Institute of Electrical and Electronics Engineers
RSC	Retail Settlement Code Definitions
OEB	Ontario Energy Board

After each of the defined terms listed below, the Act, Rule, or Code where the term is also defined (or modified from) is listed. Any differences are minor in nature, and do not present an ambiguity. Where the Glossary definition is not in any Act, Rule or Code, no Act, Rule or Code term is listed. The definitions contained in these Conditions of Service will prevail, if there is a conflict with any other document.

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

Apparent power means the total power measured in kiloVolt Amperes (kVA), (MR).

Application for service means the agreement or contract with NT Power under which electrical service is requested

Backup generator means permanent or temporary generation that does not back feed into the distributor's system

Basic connection means a connection of a building that lies along that can be connected without requiring an expansion

Basic Connection Fee means the fee for the standard allowance for basic connection consistent with the defined ownership demarcation point. The basic connection charge is recovered through distribution rates.

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

Building means a building, portion of a building, structure or facility; (RSC)

Competitive retailer is a person who retails electricity to Customers who do not take Standard Supply Service (“SSS”), (DSC)

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

Connection or Connect means the process of installing and activating connection assets in order to distribute electricity; (DSC)

Connection Agreement means the agreement entered between a distributor and a person connected to its distribution system that delineates the conditions of the connection and delivery of electricity to or from that connection, (DSC)

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

Connection Authorization when concerning supply of electrical energy to an electrical installation from a supply authority, means written permission by the inspection department to a supply authority, or any other person or corporation, to supply electric energy to a particular electrical installation; or when concerning supply of electric energy from one part of an electrical installation to another, or from a source of electric energy other than that of a supply authority, means permission from the inspection department

to a contractor to connect a particular electrical installation or part thereof to a source of electric energy; (ESA)

Consumer means a person who uses, for the person's own consumption, electricity that the person did not generate; (A, MR, EDL, DSC, RSC, OEB)

Customer means a person that has contracted for or intends to contract for connection of a building or an embedded generation facility. This includes developers of residential or commercial sub-divisions; (DSC)

Customer-owned substation means a facility located on private property owned, operated and maintained by the Customer. The facility will have at least one transformer with a high side voltage of 44KV or 13.8KV, isolating switches, fuses, lightning arrestors, secondary switches, appropriate structures, fencing, and may have capacitors. The equipment will be installed and operated in accordance with the Ontario Electrical Safety Code published by the ESA. (ESA)

Demand means the rate at which electric energy is delivered to or by a system or part of a system, generally expressed in kilowatts or megawatts at a given instant or averaged over any designated interval of time; (DSC, MR)

Developer means a person or persons owning, or acting on behalf of an owner(s) of, property for which new or modified electrical services are to be installed.

Disconnection or disconnect means a deactivation of connection assets or electrical service that results in cessation of distribution services to a Customer; (DSC)

Distribute, with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less; (A, MR, EDL, DSC, RSC, SSS, OEB)

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

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

Distribution services means services related to the distribution of electricity and the services the OEB has required distributors to carry out; (RSC, DSC, EDL modified)

Distribution Services Agreement means an agreement entered between a distributor and a person connected to its distribution system that delineates the conditions of the connection and delivery of electricity to or from that connection; (DSC)

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

Distribution System Code means the code, approved by the OEB, and in effect at the relevant time, which, among other things, establishes the obligations of a distributor with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards of distribution systems; (DSC)

Distributor means a person who owns or operates a distribution system; (A, MR, EDL, DSC, OEB, SSS modified, RSC, ARC)

Electricity Act means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A; (MR, EDL, DSC, RSC, SSS modified)

Electrical room means an isolated room or enclosure built to applicable codes to house associated electrical equipment such as meter installation equipment, Customer's electrical service, transformer, etc.

Electrical service means the conductors and equipment for delivery of distribution services from NT Power;

Eligible low-income Customer means: (a) a residential electricity Customer who has been approved for the Ontario Electricity Support Program, or (b) a residential electricity Customer who has been approved for the Low-Income Energy Assistance Program; (based on DSC section 1.2)

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

Embedded generation facility means a generation facility which is not directly connected to the IESO-controlled grid but instead is connected to a distribution system; (DSC, MR modified)

Embedded market participant is a Customer who is registered as a market participant with the IESO and whose facility is not directly connected to the IESO-controlled grid but is connected to a distribution system; (MR)

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

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

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

Energy diversion means the unaccounted for use of distribution services that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off load(s) before revenue metering or meter tampering;

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

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

Extreme operating conditions means extreme operating conditions as defined in the Canadian Standards Association ("CSA") Standard CAN3-C235-87 (latest edition)

Final reading date means the date that the meter is last read prior to discontinuing or disconnecting service and represents the date that the account is closed

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

General service means any service supplied to premises other than those designated as residential service, Municipal Street Lighting, or sentinel lighting service. This includes multi-unit residential establishments such as apartment buildings metered through one service (bulk-metered)

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

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

Generator means a person who owns or operates a generation facility; (A, MR, EDL, DSC, OEB, RSC)

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

Host distributor means the registered wholesale market participant distributor who provides electricity to an embedded distributor; (RSC, DSC modified)

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

IESO means the Independent Electricity System Operator established under the Electricity Act; (A, EDL, DSC, OEB, MR, RSC, SSS)

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

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

Large embedded generation facility means an embedded generation facility with a nameplate rated capacity of 10MW or more; (DSC)

Large user means a Customer classification that applies to a non-residential account whose average monthly demand used for billing purposes is equal to or greater than or is forecast to be equal to or greater than 5,000 kW.

Lies along means a Customer property or parcel of land that is directly adjacent to or abuts onto the public road allowance where a distributor has distribution facilities of the appropriate voltage and capacity

Load displacement means, in relation to a generation facility that is connected on the Customer side of a connection point, that the output of the generation facility is used or intended to be used exclusively for the Customer's own consumption (DSC)

Market Rules means the rules made under section 32 of the Electricity Act; (MR, EDL, DSC, RSC, SSS, OEB, A)

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

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

Meter service provider means any entity that performs metering services on behalf of a distributor or generator; (DSC, MR modified)

Metering services means installation, testing, reading and maintenance of meters; (DSC)

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

Micro-embedded generation facility means an embedded generation facility with a name-plate rated capacity of 10kW or less; (DSC)

Mid-sized embedded generation facility means an embedded generation facility with a name-plate rated capacity of less than 10 MW and:

a) more than 500kW in the case of a facility connected to a less than 15kV line; and

b) more than 1 MW in the case of a facility connected to a 15kV or greater line; (DSC)

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

Municipal street lighting means all services supplied to street lighting equipment owned, controlled and/or operated by a municipal corporation. (ESA)

Net metering means metering used in an electricity generation application. The meter records energy that is delivered from the utility in one register and records the energy the utility receives from the generator in another register. Both registers are netted to determine overall billable or credit amounts

Normal operating conditions means the operating conditions comply with the standards set by the Canadian Standards Association ("CSA") Standard CAN3-C235-83 (latest
edition);

Ontario Electrical Safety Code means the code adopted by O. Reg. 164/99 as the Electrical Safety Code; (DSC)

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

Operating agreement means an agreement entered into between a distributor and a customer connected to the distribution system that delineates ownership, responsibilities and operating control of the equipment connected

Operational demarcation point means the physical location at which a distributor's responsibility for operational control of distribution equipment including connection assets ends at the Customer (DSC)

Ownership demarcation point means the physical location at which a distributor's ownership of distribution equipment including connection assets ends at the Customer; (DSC)

Person includes an individual, a corporation, sole proprietorship, partnership, unincorporated organization, unincorporated association, body corporate, and any other legal entity (Business Names Act, R.S.O. 1990, c. B. 17)

Point of supply with respect to an embedded generation facility, means the connection point where electricity produced by the generation facility is injected into the distribution system; (DSC)

Power factor means the ratio between real power and apparent power (i.e. kW/kVA); (RSC)

Primary service means any service which is supplied with a nominal voltage greater than 750 volts

Private property means the property beyond the existing public street allowances;

Rrate means any rate, charge or other consideration, and includes a penalty for late payment; (EDL, DSC, RSC, ARC)

Rate Handbook means the document approved by the Board that outlines the regulatory mechanisms that will be applied in the setting of distributor rates; (RSC, DSC, EDL modified, SSS modified)

Real power means the power component required to do real work, which is measured in kilowatts (kW);

Relocation refers to activities including but not limited to temporary and/or permanent (re)installation, (de)commissioning, support, protection, removal, relocation, reconstruction, and diverting for the purpose of moving and/or altering of existing NT Power infrastructure located in, along, over, or under a municipal or region street or road allowance, Ministry of Transportation highway or right-of-way, also private property, or rail corridor. NT Power infrastructure includes distribution, and connection assets, all of which may include unmetered (i.e. Street lighting) loads, metered loads, and may involve third party attachments to NT Power plant

Residential service means a customer classification that applies to an account taking electricity at 300 V or less where the electricity is used exclusively in a separately metered living accommodation. Customers shall be residing in single-dwelling units that consist of a detached house or one unit of a semi-detached, duplex, triplex or quadruplex house, with residential zoning. Separately metered dwellings within a town house complex or apartment building also qualify as residential customers

Retail, with respect to electricity means,

a) to sell or offer to sell electricity to a Customer

b) to act as agent or broker for a retailer with respect to the sale or offering for sale of electricity, or

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

Retail Settlement Code means the code approved by the OEB and in effect at the relevant time, which, among other things, establishes a distributor's obligations and responsibilities associated with financial settlement among retailers and Customers and provides for tracking and facilitating Customers transfers among competitive retailers; (EDL, DSC, RSC)

Retailer means a person who retails electricity; (A, MR, EDL, DSC, SSS modified, RSC, OEB)

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

Security deposit means an amount and type of security requirement on a Customer depending upon the distributor's assessment of the Customer's likely risk of nonpayment.

Sentinel lighting service means all services supplied to sentinel lighting equipment

Service agreement means the agreement that sets out the relationship between a licensed retailer and a distributor, in accordance with the provisions of Chapter 12 of the Retail Settlement Code; (RSC)

Service area with respect to a distributor, means the area in which the distributor is authorized by its license to distribute electricity; (A, EDL, DSC, RSC)

Service date means the date that the Customer and NT Power mutually agree upon to begin the supply of distribution services by NT Power;

Settlement Agreement means the written agreement between NT Power and an embedded distributor or embedded generator which outlines the terms and conditions for settling and paying for the delivery of electricity from and/or to NT Power; (IESO)

Small embedded generation facility means an embedded generation facility which is not a micro-embedded generation facility with a name-plate rated capacity of 500 kW or less in the case of a facility connected to a less than 15 kV line and 1 MW or less in the case of a facility connected to a 15 kV or greater line; (DSC)

Standard allowance means the standard allowance for basic connection and is up to 30 metres of 200 A, low-voltage overhead wire or equivalent credit for underground service, and also transformation capacity or an equivalent credit for transformation equipment. The standard allowance does not include road crossings

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

Subdivision means two or more lots that require an expansion of underground primary cable complete with a padmount transformer

Sub-service means a separately metered service that is taken from the main Building service

Supply voltage means the voltage measured at the Customer's main service entrance equipment (typically at or below 750 volts). Operating conditions are defined in the Canadian Standards Association ("CSA") Standard CAN3-C235 (latest edition)

Temporary service means an electrical service granted temporarily, to a maximum of 12 months, for such purposes as construction, real estate sales, trailers, et cetera.

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

Transformer room means an isolated enclosure built to applicable codes to house transformers and associated electrical equipment.

Transmission system means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose; (A, MR, EDL, DSC, RSC, ARC modified, OEB)

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

Transmitter means a person who owns or operates a transmission system; (A, MR, EDL, DSC, OEB, ARC, RSC)

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

Unmetered loads means energy consumption that is not metered and is billed based on estimated usage; (DSC, RSC)

Validating, estimating and editing (VEE) means the process used to validate, estimate and edit raw metering data to produce final metering data or to replicate missing metering data for settlement purposes; (MR, DSC) "wholesale market participant", means a person that sells or purchases electricity or ancillary services through the IESO- administered markets; (RSC, DSC)

Variable Connection Fee means the calculation of the costs associated with the installation of connection assets above and beyond the standard allowance. NT Power may recover this variable connection fee, which shall be based on firm cost

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

Wholesale settlement rate means rates and/or costs for both competitive and noncompetitive electricity services billed to a distributor by the IESO, a host distributor, provided by a Generator with embedded generation facilities, or by a neighboring Distributor; (RSC modified)

SECTION 5 - APPENDICES

Appendix A - Demarcation Points

Appendix B – Basic Connection and Reconnection Fees

Appendix C – Security Deposit Policy

Appendix D - Disconnection and Reconnection

Appendix E – NT Power Service Area

Appendix F - Distributor Specific Electric Vehicle Charging Connection Requirements

Appendix A – Demarcation Points

Class	Service Type	Ownership Demarcation Point	Standard Allowance
Residential – Single Service	Overhead (Not requiring individual transformation facilities)	Top of Customer's service mast.	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.
	Underground (Not requiring transformation facilities on customer's property)	Line side of individual residential service meter base.	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.
	Underground (Requiring transformation facilities on customer's property)	Load side of primary fused load break switch or connections at the secondary bushing on the padmount transformer. Transformer owned by Distributor.	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.
Residential – Site Plan Development	Underground Secondary Service from transformer to meter base.	Line side of individual unit/dwelling meter bases.	None
	Underground expansion to distribution system.	Line side of individual unit/dwelling meter bases.	None
Residential – Subdivision Agreement	Underground Secondary Service from transformer to meter base.	Line side of individual residential service meter bases.	None
	Underground expansion to distribution system.	Line side of individual residential service meter bases.	None
General Service Less than 50 kW – Single Service	Overhead	Top of Customer's service mast	None
	Underground	Secondary bushings of padmount transformer	None
General Service 50 kW to 500 kW – Site Plan Development	Underground	Secondary bushings of padmount transformer	None
	Overhead 8kV or 4kV supply	Line side of Customer's 8kV or 4kV terminal pole	None
General Service 501 kW to 5000 kW –Site Plan Development, Customer Owned 44kV Substation	Overhead	Line side of Customer's 44kV substation terminal pole	None

General Service Subdivision	Overhead expansion of distribution system	Secondary bushings of padmount transformer OR Line side of *Customer's* 44kV substation terminal pole.	None
Street Lighting	Overhead Single Service	Tap connection at base of luminaire mounting arm or bracket	None
	Underground Single Service	Tap connection in streetlight pole hand-hole.	None

Appendix B - Basic Connection and Reconnection Fees

Class	Basic Connection Fee (for Standard Allowance)	Variable Connection Fee*	Service Reconnection Fee (If requested by customer)
Residential – Single Service[1]	$0	Actual costs for connection assets and installation beyond the Standard Allowance.	For the latest approved OEB rates, please refer to NT Power's website https://ntpower.ca/regulatory.
Residential – Site Plan Development	$0	Actual costs for connection assets and installation.	For the latest approved OEB rates, please refer to NT Power's website https://ntpower.ca/regulatory.
Residential – Subdivision Agreement	$0	Actual costs for connection assets and installation.	For the latest approved OEB rates, please refer to NT Power's website https://ntpower.ca/regulatory.
General Service Less than 50 kW – Single Service	$0	Actual costs for connection assets and installation.	For the latest approved OEB rates, please refer to NT Power's website https://ntpower.ca/regulatory.
General Service 50 kW to 500 kW – Site Plan Development	$0	Actual costs for connection assets and installation.	Customer charged actual costs associated with disconnection/ reconnection
General Service 501 kW to 5000 kW –Site Plan Development, Customer Owned 44kV Substation	$0	Actual costs for connection assets and installation.	Customer charged actual costs associated with disconnection/ reconnection
General Service Subdivision	$0	Actual costs for connection assets and installation.	For the latest approved Ontario Energy Board Rates, please refer to NT Power's website at Regulatory Documents | NT Power
Street Lighting	$0	Actual costs for connection assets and installation beyond street lighting Standard Allowance.	Customer charged actual costs associated with disconnection/ reconnection

* - Subject to annual review

Appendix C –Security Deposit Policy

1. General

Any existing Customer who does not have a good payment history with NT Power will be required to pay a security deposit. Good payment history is defined in Section 6 in this Appendix.

All residential service and general service Customers returned to Standard Supply Service due to payment defaults to retailers or settlement payment default by a retailer will be required to pay a security deposit to NT Power.

2. Administration of Security Deposits

Security deposits shall be requested in writing to the Customer advising the amount and the specific reasons for requiring the security deposit. Acceptable forms of deposit payments are cash, cheque, money order, debit or an automatically renewing irrevocable letter of credit from a bank as defined in the Bank Act, 1991, c.46. VISA and MasterCard payments are also accepted through NT Power's Interactive Voice Response (IVR) system, but not in the office.

For Residential Customers, security deposits shall be collected in up to six equal monthly installment payments. For Non-Residential Customers, security deposits shall be collected in up to four equal monthly payments. A Customer may choose to pay the security deposit over a shorter time period.

Security deposits will be subject to normal collection procedures, including disconnection.

All amounts held on deposit will be applied to the final bill on termination of distribution services.

Customer security deposits shall be reviewed at least once in a calendar year to determine whether the security deposit is to be returned or if an adjustment is required. If the security deposit is to be adjusted upward, the additional amount is required when the Customer's next bill comes due.

Security deposits may be refunded upon request, after one year, provided that the Customer has established a good payment history in accordance with Section 6 in this Appendix. Security deposits, plus accumulated interest, returned as part of a review will be done by crediting a Customer's account or otherwise.

NT Power shall respond promptly to a Customer who no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, request in writing that NT Power undertake a review to determine:

a) whether the entire amount of the security deposit is to be returned to the Customer, as the Customer is now in a position that it would be exempt from paying a security deposit, or

b) whether the amount of the security deposit is to be adjusted based on a recalculation of the maximum amount of the security deposit.

In the case of a Customer in a >5000kW billing demand rate class, where a good payment history has been established, only 50% of the security deposit will be returned.

3. Amount of Deposit

Customers On Standard Supply Service

Security deposits will be based on two and a half times the Customer's estimated bill, where the estimated bill is the Customer's average monthly usage during the most recent 12 consecutive months within the past two years. If 12 consecutive months history is not available, it will be based on a reasonable estimate by NT Power.

Customers, who have not been serviced by NT Power in 24 months, will be offered an equal monthly payment plan, a preauthorized payment plan, or both. If the Customer elects to enroll in either plan, a security deposit will not be required subject to the terms of sections 2.4.9B and 2.4.9C of the DSC. For General Service Customers who join the pre-authorized payment plans offered by NT Power may have their security deposit amounts reduced by 1/3 of the calculated amount.

Customers With Retailer - Distributor Consolidated Billing

The amount of security deposit for both residential service and general service Customer will be calculated as in Section 3 above.

Customers With Retailer - Retailer Consolidated Billing

No security deposit shall be taken from the Customer.

4. Interest on Security Deposits

Interest is based on Bank of Canada prime rate less 2.0% and will accrue monthly. The interest rate will be updated at least quarterly and apply only to cash or cheque security deposits, upon receipt of total security deposit. The calculated interest will be refunded annually and credited to the first billing of the year.

5. Exemptions:

- Federal, Provincial, and Municipal Governments shall be exempt from the security deposit requirement.
- Customers who have previously established a good payment history with NT Power will be exempt from the security deposit requirement.
- A Letter of Reference of a good payment history for Customers will be acceptable from other Canadian electricity or gas distributors. The letter must contain information consistent with the good payment criteria described in this document. Utility reference letters are valid for a one-year period.
- Proof of satisfactory credit history from an Ontario based credit agency. This will be arranged through NT Power at the Customer's cost.
- A declared Customer that is a corporation within the meaning of the Condominium Act, 1998 who has an account with a distributor that: (a) relates to a property defined in the Condominium Act, 1998 and comprised predominantly of units that are used for residential purposes; and (b) relates to more than one unit in the property, shall be deemed to be a residential Customer for the purposes of sections 2.4.9 and 2.4.18 of the DSC.
- Qualified low-income Customers, as per OEB LEAP EFA Income Eligibility – Special Rules Criteria, will be exempt from the security deposit requirement if the customer provides confirmation of low-income status.

NT Power reserves the right to deny a security deposit waiver request at its sole discretion

6. Good Payment History

a) A Customer is deemed to have good payment history unless:
   - more than one preauthorized payment has been returned for insufficient funds,
   - more than one returned cheque for insufficient funds,
   - they had a disconnection or
   - more than one collection notice has been issued.

b) The time period for determining a good payment history is:
   - One year for Residential Service Customers

- Three years for a General Service Customers in a <50Kw demand
- rate class
- Seven years for all other Customers

Relevant time period for establishing good payment history is the most recent period of time, with some of it in the previous 24 months.

7. Retailer Prudential

Prudential requirements from Retailers will be calculated and collected as defined within the RSC (Security Arrangements between Distributors and Retailers).

Appendix D – Disconnection and Reconnection

1. Preamble

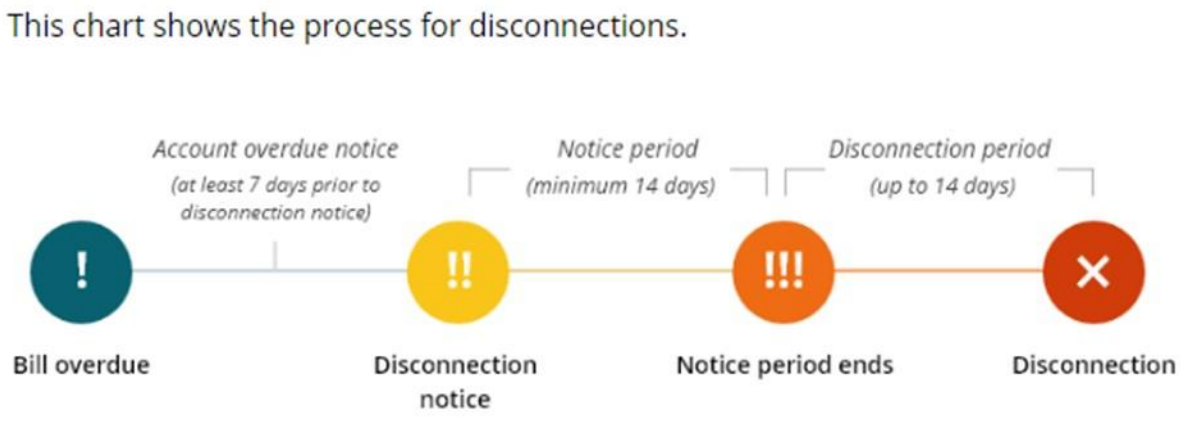
This section covers the operational requirements that NT Power will establish for disconnecting and/or reconnecting the electrical services in accordance with the requirements under section 31 of the Electricity Act, the Ontario Electrical Safety Code, and following sections of the OEB's DSC:

- Section 2.7 - Arrears Payment Agreements
- Section 4.2 - Disconnection and Reconnection
- Section 4.4 - System Inspection Requirements and Maintenance
- Section 4.5 - Unplanned Outages and Emergency Conditions
- Section 4.8 - Winter Disconnection, Reconnection and Load Control Devices
- Appendix C of the DSC

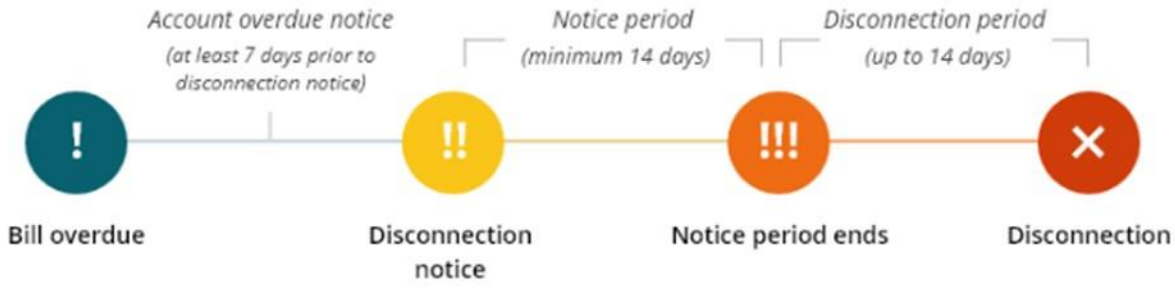
2. Disconnection and Reconnection

NT Power must perform all disconnection and reconnection of electrical services in accordance with the applicable legislation, codes and good utility practice. In particular, NT Power must perform disconnection and reconnection of electrical services for nonpayment in accordance with the section 4.2 – Disconnection and Reconnection of the DSC.

The process for NT Power's disconnection for non-payment is shown in following figure.



This chart shows the process for disconnections.



NT Power - Timeline for customer disconnection for nonpayment	
Bill date	Day 1
Due date	At least 23 calendar days from the Bill date
Overdue Notice	At least 3 calendar days from the Due date
Overdue Notice deemed to be received (if mailed) 5 calendar days from the Overdue Notice print/mail date	
Notice of Disconnection	At least 7 calendar days from the date in which the Account Overdue Notice was deemed received
Notice of Disconnection deemed to be received (if mailed) 5 calendar days from Notice of Disconnection print/mail date	
Disconnection Notice Period Start	The calendar day after the Notice of Disconnection is deemed received
Disconnection Notice Period Last day & Pay by date	14th calendar day from the Disconnection Notice Period Start date
NT Power provides a minimum notice period of 60 calendar days for a customer with documentation from a physician that disconnection will pose a significant health risk.	
Disconnection Window Start	The calendar day after the Disconnection Notice Period Last day and Pay by Date
48 Hour Contact	At least 48 hours prior to Disconnection Day
Disconnection Day	Business day during the Disconnection Window and not a day before the utility is closed for payment
Disconnection Window End	14th calendar day from the Disconnection Window Start date

3. Purposes of Disconnections for Supply of Electricity

3.1 System Inspection Requirements and Maintenance

NT Power needs to maintain its distribution system in accordance with good utility practice and performance standards to ensure reliability and quality of electricity service, on both a short-term and long-term basis. NT Power will perform inspection activities of its distribution system in accordance with the requirements in Appendix C of the DSC.

NT Power will address any defects discovered during the inspection activities within a reasonable period of time after the discovery of the defect. NT Power will address a defect by scheduling a more detailed inspection, by planning repair activities or by performing any other action that is an affirmative response to the discovery of the defect.

In order to achieve these objectives, it is necessary to schedule an outage to customer's supply of electricity. NT Power will notify Customers regarding the expected duration and frequency of planned outages due to system inspection requirements and maintenance.

NT Power will provide as much advance notice as possible. NT Power will make all reasonable efforts to minimize the duration and frequency of planned outages. NT Power policies and procedures with respect to planned outages will be described in the Conditions of Service.

3.2 Unplanned Outages and Emergency Conditions

NT Power may require a Customer or a party to a joint use agreement to comply with reasonable and appropriate instructions from NT Power during an unplanned outage or emergency situation.

To assist with distribution system outages or emergency response, NT Power may require a customer to provide NT Power emergency access to customer-owned distribution equipment that normally is operated by NT Power or NT Power-owned equipment on customer property.

During an emergency, NT Power may interrupt supply to a Customer in response to a shortage of supply or to effect repairs on the distribution system or while repairs are being made to Customer-owned equipment.

NT Power may require Customers with permanently connected emergency backup generation facility to notify NT Power regarding the presence of such equipment.

NT Power will require that a Customer's portable or permanently connected emergency backup generation facility complies with all applicable criteria of the Ontario Electrical Safety Code and does not adversely affect NT Power's distribution system.

NT Power will develop and maintain appropriate emergency plans in accordance with the requirements of the Minister of Energy, Science and Technology and in the Market Rules. NT Power's emergency plan will include, at a minimum, mutual assistance plans with neighbouring distributors or other measures to respond to a wide-spread emergency.

NT Power will establish outage management policies.

3.3 Disconnection Request

The customer has the right to request, a disconnect and reconnect for maintenance on the existing service during normal business hours. Customers may make a written request to NT Power for temporary disconnection of electrical service, (e.g., plant expansion, service upgrade, etc.). NT Power will make every reasonable effort to respond promptly to a customer's request for disconnection.

The customer will be responsible for reconnection costs associated with any temporary de-energization of distribution. Beyond normal business hours, NT Power will charge the customer the premium cost. Additional works will be chargeable to the customer.

Where an inspection by the ESA may be required prior to NT Power reconnecting the supply of electrical energy, it must be the responsibility of the party requiring the reconnection to arrange for the inspection and the payment of the reconnection fees.

3.4 Disconnection without Notification

NT Power may disconnect a customer without notice in accordance with a court order, or for emergency, safety or system reliability reasons.

3.5 Disconnection and Reconnection Due to Non-payment

NT Power will perform disconnection and reconnection of electrical services due to nonpayment in accordance with applicable legislation and the DSC in the timelines as outlined in section 2 of this Appendix.

4. Reconnection Requirements

In developing physical and business process for reconnection, NT Power must consider safety and reliability as a primary requirement.

A customer must be connected within two business days of the date the customer makes payment in full of the amount overdue, or after the customer enters into an OEB prescribed standard arrears management program.

NT Power may also recover from the customer applicable reconnection costs and reasonable costs for repairs of NT Power's physical assets in reconnecting the property. Such discontinuance or restriction 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 NT Power be liable for any damage to the customer's premises resulting from such discontinuance or restriction of service, other than physical damage to facilities arising directly from entry on the customer's property.

If applicable, the reconnection charges and security deposit must be applied only after reconnection has occurred. If a residential customer is unable to pay the reconnection charges, NT Power must offer reasonable payment arrangements following the reconnection. Low-income customers do not have to pay a reconnection charge.

5. Third Party Notification

NT Power must, at the request of a residential customer, send a copy of any disconnection notice issued to the customer for non-payment to a third party designated by the customer for that purpose provided that the request is made no later than the last day of the applicable minimum notice period set out in the NT Power's Billing and Payment Policy. In such a case:

a) NT Power must notify the third party that the third party is not, unless otherwise agreed with NT Power, responsible for the payment of any charges for the provision of electricity service in relation to the customer's property; and

b) The rules set out in NT Power's Billing and Payment Policy must apply, with such modifications as the context may require, for the purposes of determining the date of receipt of the disconnection notice by the third party.

A customer may, at any time prior to disconnection, designate a third party to also receive any future notice of disconnection and NT Power must send notice of disconnection to such third party.

NT Power must accept electronic mail or written communications from the customer for purposes of disconnection and reconnection with respect to a designated third party.

6. Suspension of Disconnection for Bill Payment Assistance

NT Power must suspend any disconnection action for a period of 21 days from the date of notification by a Low-Income Energy Assistance Program (LEAP) intake agency that it is assessing a residential customer for the purposes of determining whether the customer is eligible to receive bill payment assistance, provided such notification is made within 14 days from the date on which the disconnection notice is received by the customer.

Where a residential customer had requested prior to the issuance of the disconnection notice that NT Power also provide a copy of any disconnection notice to a third party, NT Power must suspend any disconnection action for a period of 21 days from the date of notification by the third party that he or she is attempting to arrange assistance with the bill payment, provided such notification is made within 14 days from the date on which the disconnection notice is received by the customer.

Upon notification by a LEAP Intake Agency that a customer is not eligible to receive bill payment assistance, or if another third party who was considering the provision of bill assistance decides not to proceed, NT Power may continue its disconnection process. NT Power will have up to 14 days to act on the previous disconnection notice and must make a further reasonable effort to contact the customer in accordance with prior to executing disconnection.

7. Arrears Payment Agreement

NT Power makes available to Residential or General Service < 50 kW Customer who is unable to pay their outstanding electricity charges, the opportunity to enter into an arrears payment agreement with NT Power. In respect of General Service <50KW customer, an arrears payment agreement need not include the terms and conditions outlined in section 2.7.1 Arrears Payment Agreement of the DSC.

8. Winter Disconnection and Reconnection

NT Power must not, during a winter Disconnection Ban Period of 12:00 am November 15th to 11:59 pm April 30, or during any other Disconnection Ban Period, as determined by the OEB:

- disconnect an occupied residential property solely on the grounds of nonpayment;
- issue a disconnection notice in respect of an occupied residential property solely on the grounds of non-payment. However, NT Power may issue a disconnection notice that complies with section 4.2 of this Code in the last month of the Disconnection Ban Period in respect of a disconnection to take place after the end of the Disconnection Ban Period.

Nothing must:

a) prevent NT Power from taking such action in respect of an occupied residential property as may be required to comply with any applicable and generally accepted safety requirements or standards; or
b) require NT Power to act in a manner contrary to any applicable and generally accepted safety requirements or standards.

9. Payment Options to Avoid Disconnection

To avoid disconnection, NT Power makes every effort to offer solutions to customers that have arrears, including offering an Arrears Management Program; increasing awareness of assistance or support that may be available through LEAP 14 assistance, OESP or other sources.

Disconnection can be avoided if payment is made using any of the following methods:

a) mailing a cheque or money order payable to NT Power at the remit to address printed on the bill;
b) in person at most Canadian financial institutions; or through automated banking machines, telephone banking or Internet bill payment services as offered by the customer’s financial institution;
c) pre-authorized automatic withdrawal from the Customer’s bank account by NT Power on the due date or dates as assigned through budget agreements;

d) using a Visa or Mastercard Credit Card via the NT Power third party service provider noted on the NT Power Website, or contacting the number listed on the bill (subject to third party processing fees).

All payments must be in Canadian dollars.

All cheques received are typically processed for payment upon receipt. NT Power assumes no responsibility for any related charges, including, but not limited to, insufficient fund charges to the customer.

Where payment is made by mail, payment will be deemed to be made three days prior to the date on which NT Power receives the payment. Where payment is made at an acceptable financial institution, payment will be deemed to be made when the bill is stamped or acknowledged by the financial institution or an equivalent transaction record is made.

Payments can be made to NT Power by credit card, at the bank through online, telephone or at the bank payments, through the mail by cheque or money order or enrolling in a pre-authorized payment plan. The NT Power offices do not accept in person payments.

If NT Power representative attends at the customer's property to execute the disconnection, a customer will only be able to pay by credit card (fees apply).

Appendix E – NT Power Service Area

This Appendix specifies the area in which NT Power is authorized to distribute and sell electricity in accordance with paragraph 8.1 of its Licence.

The Newmarket-Tay Power Distribution Ltd. Rate Zone

1. The Town of Newmarket as of January 1, 1979.
2. Part of the Town of East Gwillimbury, extending from Bathurst Street in the west, to Leslie Street in the east, from the northern boundary of the Town of Newmarket in the south, to the south side of Green Lane Drive in the north, with the following exception:
    - the area of land, being composed of Part of Lot 100, Concession 1, East of Yonge Street, more particularly described as Parts 1-13 on Reference Plan 65R-22350, also known as the Silver City Plaza.
3. Part of the Township of King extending from the southern boundary of Lot 34 Concession 2 in the south, to Miller Sideroad in the north, west of Bathurst Street comprised of the areas of land described as:
    - 450 meters of Lot 34 Concession 2 west of Bathurst Street
    - 150 meters of Lot 35 and the southern half of Lot 1 Concession 2 west of Bathurst Street
    - 450 meters of northern half of Lot 1 concession 2 west of Bathurst Street
    - 450 meters of Lots 2, 3, 4 and 5 Concession 2 west of Bathurst Street
4. The area of Tay Township extending from the Wye River in the west to Waubaushene Channel in the east, from Georgian Bay in the north to Highway 12 in the south and including Methodist Island, with the following exceptions:
    - 15205 Highway 12
    - 15207 Highway 12
    - 15217 Highway 12
    - 15221 Highway 12
    - 15313 Highway 12
    - 15321 Highway 12
    - 15425 Highway 12
5. Those portions of Tay Township south of Highway 12 described as the area of all lots as they exist at the time of issuance of this Licence:
    - fronting on Highway 12 from the Wye River easterly to the east end of Trestle Road at Highway 12.

- fronting on County Road 58 southerly to the southern lot line of Part Lot 11 Concession 4.
- on the south side of Trestle Road and fronting on Rumney Road from Highway 12 southerly to the southern lot line of Part Lot 12, Concession 4.
- fronting on Highway 12 easterly from Vents Beach Road to Sandhill Road including all lots fronting on Frazer Lane.
- fronting on Rosemount Road from Highway 12 southerly to the southern lot line of Part Lot 4, Concession 9 and including all lots fronting on Beckett's Side Road to Gratrix Road and all lots fronting on Connors Court.
- fronting on Sandhill Road and Highway 12 south to the junction of Highway 12 and the Highway 400 south on ramp.

<u>The Midland Power Utility Corporation Rate Zone</u>

The Town of Midland as of December 31, 1997.

a) Excluding the customers located at the following physical addresses:

i. 9792 Highway 93, Midland, Ontario, L4R 4L9

ii. 9782 Highway 93, Midland, Ontario, L4R

i. 4L9253 Fuller Avenue, Midland, Ontario, L4R 5H6

ii. Balm Beach Road, Midland, Ontario L4R 4K4 The Township of Tiny as at March 31, 1999.

b) Including the customer located at the following physical address:

i. 1014 Brebeuf Road, Tiny, Ontario, L4R 4K4

Appendix F – Distributor Specific Electric Vehicle Charging Connection Requirements

The following outlines NT Power specific requirements pertaining to the Electric Vehicle Charging Connection Procedures (EVCCP):

1. **Connection Request**

The Electric Vehicle Supply Equipment (EVSE) Customer shall apply for a connection request using the Service Request Form through NT Power website available in the following link: Service Requests | NT Power and refer to Section 3.2 and Section 3.3 of this COS for any additional requirements in advance of the planned connection date.

2. **Basic Connection for Non-Residential Customers**

There is no basic connection defined for non-residential EVSE customers. Basic connection and reconnection fees will be as per Appendix B of this COS.

3. **Offer to Connect: Estimate or Firm Offer**

The Offer to Connect will be as per Section 2.1.2 of this COS.

4. **Capital Contribution**

Capital contribution collected from the Customer will be as per Section 2.1.2.3 of this COS.

5. **Work Under the Alternative Bid Option**

Work under the alternative bid option will be as per Section 2.1.2.4 of this COS.

6. **Expansion Deposit**

The expansion deposit amount will be determined as per Section 2.1.2.5 of this COS

7. Connection Agreement or Other Agreement

A Distribution Services Agreements will be required for all EVSE connection. Other forms of Connection Agreement may be required for specific types of EVSE connections and will be determined on a case-by-case basis.

8. Applicable Service Conditions for Connecting New Service

Applicable service conditions are satisfied upon meeting all requirements for Section 3.2 and 3.3 and establishing all required agreements.

Appendix G – NT Power's Standing Instructions

NT Power Standing Instructions referred to in the Conditions of Service are listed below. Customer to contact NT Power to obtain a copy of any Standing Instruction required for service installation purposes.

NT Power Standing Instruction 300-001 – Construction of Underground Residential Electrical Distribution Systems

NT Power Standing Instruction 300-004 – Single Phase Padmount Transformer Installations – Contractor Responsibility

NT Power Standing Instruction 300-005 – New Secondary Service Installations

NT Power Standing Instruction 300-012 – Overhead Residential Construction

NT Power Standing Instruction 405-003 – Metering Requirements and Specifications