

**CHAPLEAU PUBLIC UTILITIES CORPORATION**

# **CONDITIONS OF SERVICE**

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## Chapleau Public Utilities Corporation

### PREFACE

#### CONDITIONS OF SERVICE

The Distribution System Code (DSC) requires that every Distributor produce its own “Conditions of Service” document. The purpose of this document is to provide a means for communicating the types and level of service available to the Customers within Chapleau Public Utilities Corporation’s service area. The Distribution System Code requires that the Conditions of Service be readily available for review by the general public. In addition, the most recent version of the document must be provided to the Ontario Energy Board (OEB), which in turn will retain it on file for the purpose of facilitating dispute resolutions in the event that a dispute cannot be resolved between the Customer and its local distributor.

This document follows the form and general content of the Conditions of Service template appended to the DSC. The template was prepared to assist Distributors in developing their own “Conditions of Service” document based on current practice and the DSC. The template outlines the minimum requirements. However, as suggested by the DSC, Chapleau Public Utilities Corporation has expanded on the contents to encompass local characteristics and other specific requirements.

***The General Section*** contains references to services and requirements that are common to all Customer classes. This section covers items such as Rates, Billing, Hours of Work, Emergency Response, Power Quality, Available Voltages and Metering.

***The Customer Specific Section*** contains references to services and requirements specific to the respective Customer class. This section covers items such as Service Entrance Requirements, Delineation of Ownership, Special Contracts, etc.

Other sections include the *Glossary of Terms, Tables* and ***References***.

Subsequent changes will be incorporated with each submission to the OEB.

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## **Section 1 – INTRODUCTION**

### **1 INTRODUCTION**

#### **1.1 Identification of Distributor and Service Area**

Chapleau Public Utilities Corporation referred to herein as “Chapleau PUC” or “the Distributor”, is a corporation incorporated under the laws of the Province of Ontario and a Distributor of electricity.

Chapleau PUC is licensed by the Ontario Energy Board (“OEB”) to supply electricity to Customers as described in the Electricity Distribution License issued to Chapleau PUC on December 18, 2003 by the OEB (“Distribution License”). Additionally, there are requirements imposed on Chapleau PUC by the various codes referred to in the License and by the Electricity Act, 1998 and the Ontario Energy Board Act, 1998.

Chapleau PUC may only operate distribution facilities within its Licensed Territory as defined in its Distribution License. This service area is subject to change with the OEB’s approval.

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

##### **1.1.1 Distribution Overview**

Chapleau PUC delivers electrical power through 4 kV & 25 kV primary distribution systems. All of the 25 kV circuit is overhead. All of the 4 kV circuit in the downtown area is overhead. It is the only voltage available in the downtown area.

Located in the northern part of the municipality boundaries, there is some single phase underground at 4 kV, mostly residential services.

#### **1.2 Related Codes and Governing Laws**

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

1. Electricity Act, 1998, part of the Energy Competition  
<http://www.collus.com/cos/ElectricityAct.1998.S O 1998.c 15.Sched A.htm>
2. Ontario Energy Board Act, 1998  
<http://www.collus.com/cos/OntarioEnergyBoardAct.1998.S O 1998.c 15.Sched B.htm>
3. Distribution Licence
4. Affiliate Relationships Code  
<http://www.collus.com/cos/Affiliate Relationships Code.pdf>
5. Transmission System Code

6. <http://www.collus.com/cos/Transmission System Code.pdf>
7. Distribution System Code  
<http://www.collus.com/cos/Distribution System Code.pdf>
8. Retail Settlement Code  
<http://www.collus.com/cos/Retail Settlement Code.pdf>
9. Standard Service Supply Code  
<http://www.collus.com/cos/Standard Service Supply Code.pdf>

In the event of a conflict between this document and the Distribution License or regulatory codes issued by the OEB, or the Energy Competition Act, 1998 (the “Act”), the provisions of the Act, the Distribution license and associated regulatory codes shall prevail in the order of priority indicated above. If there is a conflict between a Connection Agreement with a Customer and this Conditions of Service, this Conditions of Service shall govern.

When planning and designing for electricity service, Customers and their agents must refer to all applicable provincial and Canadian electrical codes, and all other applicable federal, provincial, and municipal laws, regulations, codes and by-laws to also ensure compliance with their requirements. Without limiting to the foregoing, the work shall be conducted in accordance with the latest edition of the Ontario Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects and the harmonized Electric Utility Safety Association (EUSA) rulebook, now part of Infrastructure Health and Safety Association (IHSA)

### **1.3 Interpretations**

In these Conditions, unless the context otherwise requires:

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

### **1.4 Amendments and Changes**

The provisions of this Conditions of Service and any amendments made from time to time form part of any Contract made between Chapleau PUC and any connected Customer, Retailer, or Generator, and this Conditions of Service supercedes all previous conditions of service, oral or written, of Chapleau PUC or any of its predecessor municipal electric utilities as of its effective date.

In the event of changes to this Conditions of Service, Chapleau PUC will issue a notice with the Customer’s bill. Chapleau PUC may also issue a public notice in a local newspaper.

The Customer is responsible for contacting Chapleau PUC to ensure that the Customer has, or to obtain the current version of this Conditions of Service. Chapleau PUC may charge a reasonable fee for providing the Customer with a copy of this document.

### **1.5 Contact Information**

Chapleau PUC can be contacted 24 hours a day at 864-0111 or such other numbers as Chapleau PUC may advise through its invoices or otherwise. Normal working hours are

Monday to Friday between 8:30 a.m. and 4:30 p.m. The corporate mailing address is 110 Lorne St. S., P. O. Box 670, Chapleau, Ontario P0M 1K0.

## **1.6 Customer Rights**

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

- of Chapleau PUC in providing distribution services to the Customer;
- of the Customer in being connected to Chapleau PUC's distribution system; or
- of Chapleau PUC or Customer in meeting their respective obligations under this Conditions, their licences and any other applicable law.

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

## **1.7 Distributor Rights**

### **1.7.1 Access to Customer Property**

Chapleau PUC shall have access to Customer property in accordance with section 40 of the *Electricity Act, 1998*.

### **1.7.2 Safety of Equipment**

The Customer will comply with all aspects of the Ontario Electrical Safety Code with Respect to insuring that equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies, in particular cross wiring situations, in a timely fashion. If the Customer does not take such action within a reasonable time, Chapleau PUC may disconnect the supply of power 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 running of distribution lines, endanger the equipment of Chapleau PUC, interfere with the proper and safe operation of Chapleau PUC's facilities, or adversely affect compliance with any applicable legislation in the sole opinion of Chapleau PUC.

The Customer shall not use or interfere with the facilities of Chapleau PUC except in accordance with a written agreement with Chapleau PUC. The Customer must also grant Chapleau PUC the right to seal any point where a connection may be made on the line side of the metering equipment.

### **1.7.3 Operating Control**

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

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

Customers will be required to pay the cost of repairs or replacement of Chapleau PUC'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 Customer's premises at which a distributor's responsibility for operational control of distribution equipment ends is defined by the Distribution System Code as the "operational demarcation point".

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

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of Chapleau PUC's distribution system. If the Customer does not take such action within a reasonable time, Chapleau PUC may disconnect the supply of power to the Customer. Chapleau PUC's policies and procedures with respect to the disconnection process are further described in these Conditions. Chapleau PUC will transfer its equipment to the new Customer facilities at no charge.

### **1.7.5 Repairs of Customer's Physical Assets**

Property owners are responsible for the maintenance of their facilities and safe keeping of Chapleau PUC assets located on their property.

### **1.7.6 Contractor Approval**

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

## **1.8 Disputes**

To resolve disputes, Chapleau PUC will follow the terms of Section 16 of the Electricity Distribution Licence.

*Section 16 of the Electricity Distribution Licence states:*

The Licensee shall:

- a) establish proper administrative procedures for resolving complaints by Consumers and other market participants' complaints regarding services provided under the terms of this Licence;
- b) publish information which will facilitate its Customers accessing its complaints resolution process;
- c) refer unresolved complaints and subscribe to an independent third party complaints resolution agency, which has been approved by the Board;
- d) make a copy of the complaints resolution procedure available for inspection by members of the public at each of the Licencee's premises during normal business hours;
- e) give or send free of charge a copy of the procedure to any person who reasonably requests it; and
- f) keep a record of all complaints whether resolved or not including the name of the complainant, the nature of the complaint, the date resolved or referred and the result of the dispute resolution.

## **1.9 Liability**

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

- Chapleau PUC in providing distribution services to the Customer;
- the Customer being connected to Chapleau PUC's distribution system; or
- Chapleau PUC or the Customer in meeting their respective obligations under these Conditions, their licenses and any other applicable law.

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

## **1.10 Force Majeure**

Neither party shall be held to have committed an event of default in respect of any Obligation under these Conditions if prevented from performing that Obligation, in whole or in part, because of a force majeure event.

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

- Promptly notify the other party of the force majeure event and its assessment in good faith of the effect that the event will have on its ability to perform any of its Obligations. If the immediate notice is not in writing, it shall be confirmed in writing as soon as reasonably practicable.

- not be entitled to suspend performance of any of its Obligations under these Conditions to any greater extent or for any longer time than the force majeure event requires it to do so;
- use its best efforts to mitigate the effects of the force majeure event, remedy its inability to perform, and resume full performance of its Obligations;
- keep the other party continually informed of its efforts; and
- provide written notice to the other party when it resumes performance of any Obligations affected by the force majeure event.

## **Section 2 – DISTRIBUTION ACTIVITIES (GENERAL)**

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

#### **2.1 Connections – Process and Timing**

Under the terms of the Distribution System Code, Chapleau PUC has the obligation to either connect or to make an offer to connect any Customers that lie in its service area.

The Customer or its representative shall consult with Chapleau PUC concerning the availability of supply, the supply voltage, service location, metering, and any other details. These requirements are separate from and in addition to those of the Electrical Safety Authority. Chapleau PUC will confirm, in writing, the characteristics of the electric supply.

The Customer or its authorized representative shall apply for new or upgraded electric services and temporary power services in writing. The Customer is required to provide Chapleau PUC with sufficient lead-time in order to ensure:

- (a) the timely provision of supply to new and upgraded premises or
- (b) the availability of adequate capacity for additional loads to be connected in existing premises.

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

Chapleau PUC shall make every reasonable effort to respond promptly to a generator's request for connection. In any event, Chapleau PUC shall provide an initial consultation with a generator that wishes to connect to the distribution system regarding the connection process within thirty (30) calendar days of receiving a written request for connection. A final offer to connect a generator to its distribution system shall be made within ninety (90) calendar days of receiving a written request for connection, unless other necessary information outside the distributor's control is required before the offer can be made.

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

Chapleau PUC, in its discretion, may require a Customer, generator or distributor to enter into a Connection Agreement with Chapleau PUC including terms and conditions in addition to those expressed in this Conditions (refer to the sample in the DSC Code – Appendix D). If special equipment is required or equipment delivery problems occur then longer lead times may be necessary. Chapleau PUC will notify the Customer of any extended lead times.

In addition to any other requirements in this Conditions, the supply of electricity is conditional upon Chapleau PUC being permitted and able to provide such a supply, obtaining the necessary apparatus and material, and constructing works to provide the service. Should Chapleau PUC not be permitted or able to do so, it is under no responsibility to the Customer whatsoever and the Customer releases Chapleau PUC from any liability in respect thereto.

### **2.1.0 Building that Lies Along**

Chapleau PUC is obligated to supply connection to any service lying along an existing distribution line. The term “lying along” is defined as being immediately adjacent to a distribution line capable of servicing the load without any further addition or expansion to the system. This expansion does not include plant required to connect the new load such as switches, insulators, cable, etc...

Any new service located along an existing distribution system shall be connected to the most convenient and closest point of connection as determined by Chapleau PUC. Alternate points of connection are possible but may incur a fee.

Fees apply if the amount of work is considered beyond that than the standard amount of work and material allowed for in the DSC and corporate policy. Fees will include all extra labour, trucking, material, burdens and taxes associated with this extra work.

### **2.1.1 Underground Cable Locates**

Upon request, Chapleau PUC will locate, if able, all Chapleau PUC owned or maintained secondary and primary underground cables without charge during normal business hours or in the event of an emergency at any time. If Chapleau PUC is unable to locate an underground cable it will provide a service disconnection and reconnection during its normal business hours without charge.

All other requests for locates, excluding emergencies, shall be charge at applicable overtime rates.

### **2.1.2 Delivery Point**

Customers may accept service from the street or rear lot, at the point (Delivery Point) nearest to Chapleau PUC’s distribution facilities satisfactory to Chapleau PUC, or will be required to pay for all additional costs necessary to provide service at a location of their choice. Final determination of the Delivery Point will be made by Chapleau PUC.

The location of the Customer’s service entrance equipment will be subject to approval of Chapleau PUC and ESA.

### **2.1.3 Connection Process & Timing**

The minimum time intervals required for Chapleau PUC to energize new or enlarged electrical services where a suitable supply circuit exists once all conditions of Chapleau PUC have been met, are as follows:

- three working days for Residential Service
- five working days for General Service

These time intervals are measured from receipt of all the following:

- written approval from ESA;
- a service contract completed by the Customer;
- a Customer deposit, where required; and
- all required underground plant locates have been received.

Prior to energizing, a field verification inspection by Chapleau PUC may be necessary. If deficiencies are noted, a second inspection will be performed by Chapleau PUC, at its expense, to ensure corrections have been completed. Any subsequent costs, incurred by Chapleau PUC due to continuing deficiencies will be at the Customer's expense.

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

The supply of electricity is conditional upon Chapleau PUC being permitted and able to provide such a supply, obtaining the necessary apparatus and material and constructing works to provide the service. Should Chapleau PUC not be permitted or able to do so, it is under no responsibility to the Customer whatsoever and the Customer releases Chapleau PUC from any liability in respect thereto.

### **2.1.4 Expansions / Offer To Connect**

Under the terms of the DSC, Chapleau PUC has the obligation to make an offer to connect any service that is in its service territory that cannot be connected without an expansion or enhancement, or "lies along" its distribution system, but may be denied connection for the reasons described in subsection 2.1.3.

The expansion project will include all work up to the point whereby the new load is considered "along side". Additional connection fees apply from that point onwards see section 2.1.1. A project is considered an expansion if it involves any of the following:

1. The installation of a transformer.
2. The upgrade of an existing transformer.
3. The extension of pole line involving 3 or more poles.
4. The re-conductoring of a primary system in order to accommodate new load.
5. The replacement or upgrade of any other primary component (i.e. fuses, switches, poles, guys...) in order to accommodate the new load.

An offer to connect will be prepared detailing the extent and costs of the project as required by the DSC. The process of connecting a new load, in which an expansion is required, shall follow the following steps:

The Customer is to contact Chapleau PUC (Engineering Department) and request a new service.

The request should be in writing and include the following information:

- Name of requestor,
- Date of request,
- Preferred voltage,
- Expected number of new services,
- Anticipated load of each service (both demand – kW, if applicable, and consumption – KWH),
- Estimated schedule for new load to come on line over the next 5 years.

Note that preferred voltage levels may not be available in every area. In addition, Chapleau PUC's policy limits the transformation it will supply to 1000kVA, after which the Customer must provide discounted cash flow (i.e. substation). If there are any questions, a representative of Chapleau PUC will consult the Customer.

Chapleau PUC will apply the discounted cash flow method described in the DSC (Appendix B) to calculate any expected capital contribution that is required.

An Offer to Connect will be issued to the Customer and will include the details of the original request and the estimated quantities that were used in the calculation of any required capital contribution.

Upon acceptance of an Offer to Connect, Chapleau PUC will begin engineering and construction of the expansion required to service the new load. Final connection will only be completed when:

- The Customer installed electrical system passes all relevant inspections (i.e. ESA),
- The Customer signs the Connection Agreement,
- The Customer pays any outstanding capital contributions and fees (as applicable).

Upon receipt of final passed inspection from ESA, Chapleau PUC will connect the new service as quickly as possible.

In the case of a subdivision development ESA inspection may not be required but Chapleau PUC may still prove the system via Hypot test or other suitable test as determined by Chapleau PUC.

Subdivision Developments are considered an expansion project and the work is limited up to the service drop at the property line of each individual lot. Connection fees will be calculated on an individual basis as each new house is connected.

#### **2.1.4.1 Capital Contribution Policy**

Chapleau PUC has established its capital contribution policy in accordance with the DSC to ensure that the cost of an expansion to its electric distribution facilities required to connect a new customer or group of customers or to serve the increased load of an existing customer shall be adequately funded by that customer or group of customers.

The underlying principle is that the forecasted revenue over a specified time frame that is expected to result from the added customer load should pay for the up-front capital costs and incremental ongoing maintenance costs of the expansion. Otherwise the customer should pay for the shortfall in revenue in the form of a capital contribution. In summary, the customer pays for the shortfall, if any, between the cost of the expansion and the net present value of the customer's revenue stream.

Appendix B of the DSC details this methodology to be used in order to perform an economic evaluation of the expansion. If a shortfall between the present value of the projected costs and revenues is determined from the economic evaluation, the Customer will be required to provide a capital contribution equal to 100% of the shortfall, for all customer classes.

A project is considered to be an expansion to Chapleau PUC owned facilities in order to connect a customer if it involves any of the following:

- addition of poles beyond the end of an existing line;
- extension of underground primary;
- addition of primary conductors, including pole replacements if required, either overhead or underground to existing poles or duct banks;
- re-conductoring of primary lines, including pole replacements if required;
- upgrade or addition of a distribution station or transformer station; or
- any other significant upgrade to the distribution system.(e.g.reclosers, breakers, capacitor banks)

In designing system expansions required to meet customer needs, Chapleau PUC shall take into account the requirement to provide for general enhancement and reinforcement of distribution facilities in order to satisfy ongoing growth and system reliability. Expansions shall be designed based on Chapleau PUC's construction standards, utilizing its standard materials, and satisfying the customer's needs.

The customer shall only be responsible for the costs of the expansion directly related to satisfying their needs. Construction of system over-capacity beyond the customer's requirements shall be borne by Chapleau PUC.

### **2.1.5 Connection Denial**

The Distribution System Code sets out the conditions for Chapleau PUC to deny connections. Chapleau PUC is not obligated to connect a Customer within its service territory if the connection would result in any of the following:

- contravention of existing Canadian laws and those of the Province of Ontario;
- violations of conditions in Chapleau PUC's License;
- use of a distribution system line for a purpose that it does not serve and that Chapleau PUC does not intend to serve;
- adverse effect on the reliability and safety of the distribution system;
- imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system;
- a material decrease in the efficiency of Chapleau PUC's distribution system;
- a material adverse effect on the quality of distribution services received by an existing connection;
- discriminatory access to distribution services;
- potential increases in monetary amounts that already are in arrears with Chapleau PUC.

In accordance with the Distribution System Code, if Chapleau PUC refuses to connect a Customer in its service territory that ‘lies along’ one of its distribution lines, Chapleau PUC shall inform the person requesting the connection of the reason(s) for not connecting, and where Chapleau PUC is able to provide a remedy, make an offer to connect. If Chapleau PUC is unable to provide a remedy to resolve the issue, it is the responsibility of the Customer to do so before connection can be made.

#### **2.1.6 Inspections Before Connections**

All Customer electrical installations shall be inspected and approved by the Electrical Safety Authority and must also meet Chapleau PUC’s requirements. Chapleau PUC requires notification from the Electrical Safety Authority of this approval prior to the energization of a Customer’s supply of electricity.

Services that have been disconnected for a period of six months or longer must also be re-inspected and approved by the Electrical Safety Authority, prior to reconnection.

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

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

Transformer rooms shall be inspected and approved by Chapleau PUC prior to the installation of Chapleau PUC’s equipment.

Duct banks shall be inspected and approved by Chapleau PUC prior to the pouring of concrete and again before backfilling. The completed ducts must be rodded by the site contractor in the presence of a Chapleau PUC inspector and shall be clear of all extraneous material. A mandrel, approved by Chapleau PUC for a nominal diameter of duct, will be passed through each duct. In the event of ducts blocked by ice, the owner’s representative will be responsible for clearing the ducts prior to the cable installation. Connection to existing concrete duct banks or cable chamber shall be done only by a contractor approved by Chapleau PUC. All work done on existing Chapleau PUC’s plant must be authorized by Chapleau PUC and carried out in accordance with all applicable safety acts and regulations.

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

#### **2.1.7 Relocation of Plant**

When requested to relocate distribution plant, Chapleau PUC shall exercise its rights and discharge its obligations in accordance with existing legislation, such as the *Public Service Works on Highways Act*, provincial or federal regulations, formal agreements, easements and common law. In the absence of any existing arrangements, Chapleau PUC is not obligated to relocate the plant. However, Chapleau PUC shall resolve the issue in a fair and reasonable manner which shall include a response to the requesting party that explaining the feasibility of the relocation and providing a fair and reasonable charge for relocation based on cost recovery principles.

The Customer may be required to pay all of the costs incurred by the relocation.

### **2.1.8 Easements**

To maintain the reliability, integrity and efficiency of the distribution system, Chapleau PUC has the right to have supply facilities on 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 Chapleau PUC deems it necessary.

The Customer will prepare at its own cost any required reference plan to the satisfaction of Chapleau PUC. Easement documents are prepared by the Chapleau PUC Legal Services department. Four copies of the deposited reference plan must be supplied to Chapleau PUC prior to the preparation of the easement documents. Details will be provided upon application for service.

### **2.1.9 Contracts**

#### **2.1.9.1 Contract for New or Modified Electricity Service**

Chapleau PUC shall only connect a Building for a new or modified supply of electricity upon receipt by Chapleau PUC of a completed and signed contract for service in a form acceptable to Chapleau PUC, payment to Chapleau PUC of any applicable connection charge, and an inspection and approval by the Electrical Safety Authority of the electrical equipment for the new service.

#### **2.1.9.2 Implied Contract**

In all cases, notwithstanding the absence of a formal contract, the taking and using of electrical energy from Chapleau PUC's distribution system by any Person or Persons implies and constitutes the acceptance of the terms and conditions of all regulations, conditions and rates as established by Chapleau PUC in its Conditions and rates schedule, and in the various codes and legislation listed in Section 1.2 above. Such acceptance and use of energy shall be deemed to be the acceptance of a binding contract with Chapleau PUC and the Person(s) so accepting shall be liable for payment for such energy and the contract shall be binding upon the Person's heirs, administrators, executors, successors or assigns.

In the absence of a contract for electricity with a tenant, or in the event electricity is used by a Person(s) unknown to Chapleau PUC, then the cost for electricity consumed by such Person(s) is due and payable by the Owner(s) of such property.

#### **2.1.9.3 Special Contracts**

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

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

#### **2.1.9.4 Payment by Building Owner**

The Owner of a building is responsible for payment of electricity supplied to the building by Chapleau PUC unless Chapleau PUC is requested in writing to supply energy requested by an occupant(s) of the building.

Where the Owner of the building wishes to terminate the supply of electricity to their building, the Owner must notify Chapleau PUC in writing. Until Chapleau PUC receives such written notice from the Owner, the owner and/or the occupant(s), as applicable, shall be responsible for payment to Chapleau PUC for the supply of electricity to such building. Chapleau PUC may refuse to terminate the supply of electricity to an Owner's building when there are occupant(s) in the building. An Owner is responsible for compliance with the Tenant Protection Act. Chapleau PUC shall not terminate the supply of electricity when requested by the building owner for the purpose of evicting the tenant contracted with Chapleau PUC for the supply of electricity.

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

#### **2.1.9.5 Opening and Closing of Accounts**

A Customer who wishes to open an account for the supply of electricity by Chapleau PUC shall contact Chapleau PUC's office by phone, by written request (including requests submitted by facsimile), or other means acceptable to Chapleau PUC.

A Customer who wishes to close an account with Chapleau PUC (i.e. because the Customer moves to another location, or the Customer wishes to purchase electricity from another supplier, or otherwise) must notify Chapleau PUC. Until Chapleau PUC receives such notice from the Customer or its authorized retailer, the Customer shall be responsible for payment to Chapleau PUC for the supply of electricity to the Customer.

## **2.2 Disconnection**

### **2.2.0 Disconnection & Reconnection Process & Changes**

Chapleau PUC has the right and/or obligation to disconnect the supply of electrical energy to a Customer consistent with Sections 30 and 31 of the *Electricity Act* and good utility practice for causes not limited to the following reasons:

- non-payment of account to Chapleau PUC, Retailer or Wholesaler. Chapleau PUC may disconnect the supply of electrical energy to a Customer for non-payment of account;
- adverse effect on the reliability and safety of the distribution system;
- imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system. If an unsafe or hazardous condition is found to exist or if the use of electricity by apparatus, appliances or other equipment is found to be unsafe or damaging to Chapleau PUC or the public, service may be discontinued without notice;

- a material decrease in the efficiency of the distribution system;
- a materially adverse effect on the quality of distribution services received by an existing connection. If an undesirable system disturbance is being caused by Customer's equipment, the Customer will be required to cease operation of the equipment until satisfactory remedial action has been taken. If the Customer does not take such action within a reasonable time, Chapleau PUC may disconnect the supply of power to the Customer;
- inability of Chapleau PUC to perform meter reading, planned inspections and maintenance;
- failure of the Customer or Customer to comply with a directive of Chapleau PUC made for the purposes of meeting its license obligations;
- energy diversion, fraud or abuse on the part of the Customer. Upon identification of possible unauthorized energy use, Chapleau PUC shall notify, if appropriate, Measurement Canada, ESA, police officials, Retailers that service consumers affected by the unauthorized energy use or other entities as may be required. Chapleau PUC may recover from the parties responsible for the unauthorized energy use all costs incurred by Chapleau PUC arising from unauthorized energy use including inspection or repair costs; and
- Chapleau PUC may disconnect the supply of electrical energy to a Customer without notice in accordance with a court order or for emergency

Such disconnection does not relieve the Customer of the liability for arrears or the basic monthly charge for the balance for the term of the contract nor shall Chapleau PUC be liable for any damage to the Customer's premises resulting from such discontinuance of service.

The physical process by which Chapleau PUC disconnects or reconnects shall reflect good utility practice and shall consider safety as a primary requirement.

Prior to disconnecting a property, Chapleau PUC shall provide the customer and the occupant(s) with the current, standard Electricity Disconnection Fire Safety Notice, either for residential dwelling units (houses or apartment units) or other buildings and occupancies as the case may be, published by the Office of the Fire Marshall, Ministry of Community Safety and Correctional Services, and distributed through its website or otherwise.

Chapleau PUC will not disconnect a consumer from the distribution system at the direction of a retailer for an amount payable by a consumer to a retailer that is overdue.

### **2.2.1 Disconnection for Arrears**

Chapleau PUC will adhere to the following process for disconnecting a Customer as a result of non-payment of account:

1. A friendly reminder is mailed to customers in the form of a reminder notice 3 days after the due date has passed.
2. If payment is not received within 10 days of the due date, a written 14 day notice is hand delivered to customers' premises.
3. If payment is not received within 14 days of the date the notice is sent, the customer is given a 48 hour notice prior to disconnection in the form of a phone call.

4. If payment is not received or the customer has not been in contact with Chapleau PUC to make satisfactory payment arrangements, Chapleau PUC will make one last attempt to contact the customer by phone. If no contact by phone is accomplished, the service is disconnected. However, any deposit must first be applied to the arrears to avoid disconnection or lower the amount required to have the services reconnected. In some instances, a new deposit is billed to the account in 6 equal installments.
5. If payment arrangements have been made and an arrears payment plan or current bill payment missed more than once, Chapleau PUC will cancel the agreement. Notification of a cancellation of the Arrears Payment agreement will be made in writing and if the defaulted amount is paid within 10 days of the date of cancellation, the agreement will be reinstated otherwise, service will be disconnected.

The above noted number of days are guidelines. Every attempt is made to reach satisfactory resolution with Customers in arrears. Disconnection is the last resort.

Once disconnected, the service will not be restored until satisfactory payment arrangements have been made.

Any notice sent out by mail are deemed to have been received by the customer on the fifth calendar day after the date the notice was printed.

A service charge will be applied for reconnection after payment has been made.

### **2.2.2 Unauthorized Energy Use**

Chapleau PUC reserves the right to disconnect the supply of electrical energy to a Customer for causes not limited to energy diversion, fraud or abuse on the part of the Customer. Such service may not be reconnected until the Customer rectifies the condition and provides full payment to Chapleau PUC including all costs incurred by Chapleau PUC arising from unauthorized energy use, including inspections, repair costs, and the cost of disconnection and reconnection.

## **2.3 Conveyance of Electricity**

### **2.3.0 Limitations on the Guaranty of Supply**

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

Customers requiring a higher degree of security than that of normal supply are responsible to provide their own back-up or standby facilities. Customers may require special protective equipment at their premises to minimize the effect of momentary power 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 Distributor's supply.

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

Chapleau PUC shall have rights to access to a property in accordance with section 40 of the *Electricity Act, 1998* and any successor acts thereto.

To assist with distribution system outages or emergency response, Chapleau PUC may require a Customer to provide Chapleau PUC with emergency access to Customer-owned distribution equipment that normally is operated by Chapleau PUC or Chapleau PUC-owned equipment on Customer's property.

### **2.3.0.1 Powers of Entry**

Section 40 of the Electricity Act 1998 confers upon Chapleau PUC certain rights to enter on private property to perform various activities. Chapleau PUC shall have the right to access a property, in accordance with section 40 of the Electricity Act, and any successor acts thereto. Chapleau PUC may require a Customer to provide emergency access to their premises in order to operate equipment that is either owned by the Customer or by Chapleau PUC which is normally under Chapleau PUC's operating control.

In summary, the Electricity Act empowers an employee or agent of Chapleau PUC as follows:

- (a) Chapleau PUC may enter upon private property to inspect, maintain, repair, alter, remove, replace or disconnect wires or other facilities owned by Chapleau PUC;
- (b) Chapleau PUC may enter upon private property to install, inspect, read, calibrate, maintain, repair, alter, remove or replace a meter owned by Chapleau PUC;
- (c) if Chapleau PUC has the necessary consent of an owner or occupant to provide service to part of a building and other parts of the building are owned by different owners or are in the possession of different occupants, Chapleau PUC may enter on the other parts of the building to install, construct or maintain its service connection;
- (d) if Chapleau PUC has the necessary consent of an owner or occupant to provide service to land and the owner or occupant shares a mutual driveway or other common passage with the owners or occupants of neighboring land, Chapleau PUC may enter the common passage to install, construct or maintain its transmission or distribution system, including anything necessary to install the service;
- (e) Chapleau PUC may enter any land for the purpose of cutting down or removing trees, branches or other obstructions if, in the opinion of Chapleau PUC, it is necessary to do so to maintain the safe and reliable operation of its distribution system;
- (f) Chapleau PUC may shut off or reduce the supply of electricity to a property to connect or disconnect equipment or open or close circuits;

If an employee or agent of Chapleau PUC exercises any power of entry conferred under the Act, the person shall:

- (a) upon request, provide proper identification;
- (b) provide reasonable notice of the entry to the occupier of the property;
- (c) in so far as is practicable, restore the property to its original condition; and
- (d) provide compensation for any damages caused by the entry.

### **2.3.0.2 Emergency service (Trouble Calls)**

All equipment on private property apart from those items owned by Chapleau PUC such as transformers, meters, etc., belong to and are the responsibility of the Customer.

When electrical supply is interrupted, the Customer should first ensure that failure is not due to opened breakers or fuses within the 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 Chapleau PUC's main source of supply has failed, the Customer should report these conditions at once to Chapleau PUC. Should it be confirmed that the failure is on Chapleau PUC's supply, Chapleau PUC shall reimburse the Customer for any costs incurred to have a contractor inspect the service.

Chapleau PUC does provide emergency service to determine the cause of electrical failure where, in the opinion of Chapleau PUC, or as specifically set out elsewhere in these Conditions, such service is warranted. Where temporary or permanent repairs are made by Chapleau PUC to a Customer's circuits or equipment, Chapleau PUC shall render a charge.

The provision of emergency services does not relieve the Customer of his responsibility to maintain his circuits and equipment in a safe and efficient condition.

When temporary repairs are made in an emergency by Chapleau PUC to a Customer's circuits or equipment, it is the Customer's responsibility to have permanent repairs made as soon as possible. Chapleau PUC will advise ESA of any such temporary repairs.

If, in the opinion of Chapleau PUC, unsafe conditions exist on a Customer's property, Chapleau PUC will request ESA to inspect the conditions.

### **2.3.0.3 Service to Customers After Normal Hours**

In the event of an emergency, outside of normal working hours, Chapleau PUC can be contacted by telephone at 705-864-0111. Chapleau PUC will initiate restoration efforts as rapidly as practicable.

Requests for service outside normal hours that are not of an emergency nature will be treated as follows:

- calls which indicate damage or impending damage to Chapleau PUC plant or property are attended to immediately. Chapleau PUC will initiate restoration efforts as rapidly as practicable and costs are borne by Chapleau PUC, unless others are found liable;
- billing inquiries, requests for underground cable locations, new service connections or any other services not considered urgent are attended to on the next working day;

- requests for service work on Chapleau PUC-owned equipment, where the Customer requires the service outside Chapleau PUC's normal working hours, are attended to immediately and the Customer is charged for actual labour costs;
- requests to remove animals from Chapleau PUC-owned equipment are attended to at Chapleau PUC's expense;
- when a Customer cannot allow an interruption of supply during Chapleau PUC's normal working hours to permit Chapleau PUC to provide new or upgraded services to that Customer only, then Chapleau PUC will arrange for the interruption during other than normal hours and the Customer may be charged actual costs for labour and materials;
- when a Customer cannot allow an interruption of supply during Chapleau PUC's normal working hours to permit Chapleau PUC to provide new or upgraded services to another Customer or to maintain and improve its own system under non-emergency conditions, then Chapleau PUC will attempt to arrange for the interruption during other than normal hours at no cost to the Customer; and
- when a Customer arranges with Chapleau PUC for work to be performed on their service during other than normal working hours, the Customer shall pay actual costs for labour and materials.

#### **2.3.0.4 Enhancements**

Chapleau PUC shall continue to plan and build its distribution system for reasonable forecast load growth. Chapleau PUC may perform enhancements to its distribution system for the purpose of improving system operating characteristics or relieving system capacity constraints. In determining system enhancements to be performed on its distribution system, Chapleau PUC shall consider the following:

- good utility practices;
- improvement of the system to either meet or maintain required performance-based indices;
- current levels of customer service and reliability or potential improvement from the enhancement;
- costs to customers associated with distribution reliability and potential improvement from the enhancement.

Refer to section 2.1.4.1 Capital Contribution Policy for further details.

### **2.3.1 Power Quality**

#### **2.3.1.1 Power Quality Testing**

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

Upon determination of the cause of the power quality concern, where it is deemed a system delivery issue and where industry standards are not met, Chapleau PUC will recommend and/or take appropriate mitigation measures. Chapleau PUC will endeavor to control power quality issues on its distribution system found to be detrimental to Customers. If Chapleau PUC is unable to correct the problem due to the impact on other Customers, then it is not obligated to make the corrections.

Chapleau PUC will use appropriate industry standards (such as IEC or IEEE standards) as a guideline.

If the problem lies on the Customer side of the system, Chapleau PUC may seek reimbursement for the time spent in investigating the problem.

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

Chapleau PUC, at its discretion, may require the Customer to install additional facilities to correct the undesirable effect. All costs associated with such installations will be at the Customer's expense.

#### **2.3.1.2 Obligation to Help in the Investigation**

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

#### **2.3.1.3 Timely Correction of Deficiencies**

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

#### **2.3.1.4 Notification for Interruptions**

Although it is Chapleau PUC's policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customer's supply to allow work on the electrical system. Chapleau PUC will endeavor to provide the Customers with reasonable notice of planned power 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.

However, during an emergency, Chapleau PUC may interrupt supply to a Consumer in response to a shortage of supply or to effect repairs on Chapleau PUC's distribution system or while repairs are being made to Consumer-owned equipment.

### **2.3.1.5 Notification to Consumers on Life Support**

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

With planned interruptions, the same procedure as prescribed in section 2.3.1.4 will be observed. For those unplanned power interruptions that extend beyond two hours and the time expected to restore power is longer than what was indicated by Consumers (registered on life support) as their available backup power, Chapleau PUC will endeavor to contact these Consumers but will not be liable in any manner to the Consumers for failure to do so.

### **2.3.1.6 Emergency Interruptions for Safety**

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

### **2.3.1.7 Emergency Service (Trouble Calls)**

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

When power is interrupted, the Customer should first ensure that failure is not due to blowing of fuses within the 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 Chapleau PUC's main source of supply has failed, the Customer should report these conditions by calling (705) 864-0111.

## **2.3.2 Electrical Disturbances**

Chapleau PUC shall practice reasonable diligence to maintain voltages as described in Section 2.3.4 Voltage Guidelines. Typical voltage disturbances that can be expected on the distribution system are capacitor switching transients, voltage sags caused by faults on adjacent feeders, and auto re-closure operations. It is the Customer's responsibility to protect themselves from any external disturbance.

More sensitive electronic equipment such as computers can be seriously affected by variations in quality of supply voltage. Customers who require an uninterrupted source of power supply or a supply free from disturbances are responsible for their own equipment for these purposes.

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

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 Chapleau PUC's supply.

Customers must ensure that their equipment does not cause any disturbances such as harmonics, spikes, or sags that might interfere with the operation of adjacent Customer equipment. No electrical equipment which may produce an undesirable system disturbance shall be connected by a Customer to a Customer's service without prior approval of Chapleau PUC. Examples include large motors, welders and variable-speed drives. In planning the installation of such equipment, the Customer is required to consult with Chapleau PUC prior to purchase or installation.

Customers who are found to cause system disturbances will be responsible for resolution of the disturbance at their expense. Failure to do so may result in a disconnection from Chapleau PUC's distribution system.

### **2.3.3 Standard Voltage Offerings**

#### **2.3.3.1 Primary Voltage**

The primary voltage to be used will be determined by Chapleau PUC for both Chapleau PUC-owned and Customer-owned transformation. Depending on what voltage of the plant that "lies along", the preferred primary voltage will be at 4 kV/2.4 kV or 25 kV/14.4 kV, grounded wye, three phase, four-wire system. However, in the downtown core of the Town, the primary voltage will be 4 kV/2.4 kV grounded wye, three phase, four wire only.

Chapleau PUC will supply and maintain transformers up to and including the stated capacities at no cost to the Customer subject to Economic Evaluation and the following requirements:

- customers will not be permitted to supply their own transformation, provided their needs can be adequately satisfied through the use of a reasonable number of Chapleau PUC standard stock units;
- where standard Chapleau PUC units are not suitable and the Customer supplies and owns the transformation, a *Transformer Allowance for Ownership* will be applied, in accordance with Chapleau PUC's OEB approved *Tariff of Rates and Charges*. However, where the owner of a premise chooses to install individual metering of occupancy units, the transformer allowance will not be available;
- customers are required to install secondary metering for each unit supplied. Primary metering is not acceptable for installations involving multiple transformers;
- where multiple transformers are installed, the individual meters can be totalized to produce one overall demand reading, provided the customer pays the initial capital cost of the totalizing recorder;
- customers must supply all the civil works and installation costs required to accommodate the transformer(s);
- maximum transformer sizing is not necessarily limited to 2,500 kVA. Each case above 2,500 kVA will be evaluated on its own merit.

#### **2.3.3.2 Supply Voltage**

Depending on what voltage of plant "lies along" Chapleau PUC's distribution system, the preferred secondary voltage will be at 120/240 V, single phase, 120/208 V, 600 V, three phase or 600/347 V, three phase.

The limit of supply capacity for any Customer is governed by the Supply Voltage. General Guidelines for supply from overhead street circuits are as follows:

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

OR

Where street circuits are buried, the Supply Voltage and limits will be determined upon application to Chapleau PUC.

### 2.3.4 Voltage Guidelines

Chapleau PUC maintains service voltage at the Customer’s service entrance with the guidelines of CSA Standard CAN3-C235 (See chart below), which allows variations from nominal voltage of:

- 6% for Normal Operating Conditions,
- 8% for Extreme Operating Conditions.

NOMINAL	EXTREME	OPERATING		CONDITIONS
SYSTEM VOLTAGE		FAVOURABLE (NORMAL) OPERATING CONDITIONS		
Single Phase				
120/24	106/212	110/220	125/250	127/254
240	212	220	250	254
600	530	550	625	635
Three-Phase 4 Conductor				
120/208 Y	110/190	112/194	125/216	127/220
347/600 Y	306/530	318/550	360/625	367/635
Three-Phase 3 Conductor				
240	212	220	250	254
600	530	550	625	635

Where voltages are outside the indicated limits for Normal Operating Conditions but within the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on a planned and programmed basis, but not necessarily on an emergency basis.

Where voltages are outside the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on an emergency basis. The urgency for such action will depend on various factors such as the location and nature of load or circuit involved, the extent to which limits are exceeded with respect to voltage levels and duration, etc.

### **2.3.5 Back-up Generators**

Customers with portable or permanently connected generation capability used for emergency back-up shall comply with all applicable criteria of the Ontario Electrical Safety Code. In particular, the Customer shall ensure that Customer's emergency generation does not parallel with Chapleau PUC's system without a proper interface protection and does not adversely affect Chapleau PUC's distribution system.

Customers with permanently connected emergency generation equipment shall notify Chapleau PUC regarding the presence of such equipment.

### **2.3.6 Metering**

Chapleau PUC will supply, install, own, and maintain all meters, ancillary devices, and secondary wiring required for revenue metering.

Additional metering requirements are listed in the Distribution System Code. Metered Market Participants in the Independent Electricity System Operator ("IESO") administered wholesale market must meet or exceed all Measurement Canada metering requirements.

#### **2.3.6.1 General**

Chapleau PUC will typically install metering equipment at the Customer supply voltage. The Customer must provide a convenient and safe location satisfactory to Chapleau PUC, for the installation of meters, wires and ancillary equipment. Meters for new or upgraded residential services will be mounted outdoors on a meter socket approved by Chapleau PUC & E.S.A.

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

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

The location allocated by the owner for Chapleau PUC metering shall provide direct access for Chapleau PUC staff and shall be subject to satisfactory environmental conditions, some of which are:

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

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

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

The Distributor will provide the following revenue metering equipment as required.

- Colour coded secondary wire
- Revenue meter for single phase residential service
- Not for 3 phase services

The Owner shall:

- Consult with the Distributor regarding the metering equipment to be provided which may include:
  - Potential transformers
  - Potential transformer fuse holders and fuses
  - Current transformers
  - Phone line for remote interrogation of meter
  - Duplicate pulse initiators
  - Provide complete shipping instructions for instrument, transformers for those projects where these are to be provided by the Distributor.
  - Install instrument transformers, metering cabinet and conduit.
  - Each main bus bar to be drilled and tapped (10-32) or (10-24) on the line side of the removable current transformer link.
  - Submit two copies of the manufacturer’s switchboard drawings, for approval, dimensioned to show provision for and arrangement of the Distributor’s metering equipment.
  - Test Block

#### **2.3.6.1.1 Main Switch and Meter Mounting Devices**

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

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

Meter mounting devices for use on Commercial/Industrial accounts shall be installed on the load side of the Customer's main switch and be located indoors.

The Customer is required to supply and install a Chapleau PUC approved meter socket for the use of Chapleau PUC's self-contained socket meters for the main switch ratings and supply voltages listed in Table 3 appended to this Conditions.

The Customer is required to supply and install a meter cabinet to contain Chapleau PUC's metering equipment for the main switch ratings and supply voltages listed in Table 2 appended to this Conditions.

Meter centers installed for individual metering applications must meet the requirements specified in Table 4 appended to this Conditions.

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

#### **2.3.6.1.2 Service Mains Limitations**

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

#### **2.3.6.1.3 Special Enclosures**

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

#### **2.3.6.1.4 Meter Loops**

The Customer shall provide meter loops having a length of 610-mm in addition to the length between line and load entry points. Line and load entry points shall be approved by Chapleau PUC prior to installation. Where more than two conductors per phase are used, the connectors shall be provided by the Customer. (see Table 3 for required cabinets)

Mineral insulated, solid or hard drawn wire conductors are not acceptable for meter loops.

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

#### **2.3.6.2 Meter Location**

The location of the service entrance, routing of duct banks, metering and all other works will be established through consultation with Chapleau PUC. Failure to comply may result in relocation of the service plant at the Owner's expense.

Meters shall be located as near as possible to the service entrance box in a location approved by Chapleau PUC and shall be readily accessible at all times.

Meters for new or upgraded residential services shall be installed in accordance with the requirements of Chapleau PUC and the Ontario Building Code including but not limited to the following:

- Shall be outdoors in accessible location
- Shall be located not more than 3m (9ft 10in) back from the front of the building (which is defined as the side nearest the utility distribution line)
- Shall be mounted such that the midpoint of the meter after installation will be 1.75m (5ft 9in) +/- 0.10m (4") from finished grade.

The Owner shall provide a clear, safe working space of not less than 1.2m in front of the installation extending from the floor to ceiling with a minimum ceiling height of 2.1m so as to ensure the safety of Chapleau PUC personnel who may be required to work on the installation.

Provisions for metering shall facilitate a practical mounting height for revenue meters as follows:

- Minimum: 1.0 m above finished floor to center of lowest meter for metering centers only, or
- Minimum: 1.7 m above finished floor or grade to center of a single meter, and
- Maximum: 2.0 m above finished floor to center of top most meter in all cases.

In all locations where Commercial/Industrial revenue metering is accessible to the general public, a lockable enclosure or a room for service equipment and meters, shall be provided by the Owner as agreed to by Chapleau PUC as follows:

- a) an electrical room reserved solely for metering equipment, or
- b) metal enclosed switchgear approved by Chapleau PUC, or
- c) a metal metering cabinet.

Where there is the possibility of danger to workmen or damage to equipment from moving machinery, dust, fumes or moisture, the Customer shall provide protective arrangements, to the satisfaction of Chapleau PUC.

Where excessive vibration may affect or damage metering equipment, adequate shock-absorbing mounting shall be provided and installed by the Customer.

### **2.3.6.3 Multi-unit Buildings**

#### Residential Rental Apartments

Multi-unit residential apartment buildings may be bulk-metered or individually metered, at the Owner's discretion. In all cases the Owner is responsible for the installation of all equipment necessary to accommodate Chapleau PUC's meters in accordance with Chapleau PUC standards and subject to ESA inspection approval.

Where an Owner chooses to install individual meters, the Owner shall provide for the following additional requirements:

- Group multiple meters in a common area or accessible from an outside door. The Owner shall provide Chapleau PUC with keys to access the meter room unless Chapleau PUC determines, in its sole discretion, that the meter room can be easily accessed during normal working hours.
- Permanently label each meter base to identify the unit served.
- Provide a disconnect switch for each meter at the meter location.
- Arrange for individual service contracts:
  - For new construction with individual metering, Chapleau PUC will not energize a meter to a unit unless a service contract has been entered into, either by the tenant or the Owner.
  - Where an Owner chooses to convert from bulk metering to individual meters, at least one month prior to conversion, the Owner shall arrange for each tenant to enter into service contracts with Chapleau PUC. Standard billing and deposit policies and account set-up fees apply to each tenant requesting service. The Owner shall enter into a general service contract(s) for the common facilities in the building. An account set-up fee will apply. Final conversion shall not occur until a service contract has been entered into for each unit and all common facilities.

#### Non-Residential

For non-residential or mixed-use commercial buildings individual metering may be provided, where specific areas are clearly and permanently defined and in other respects are separate entities.

Multiple meters shall be grouped where practicable and be accessible from a public area or an outside door. The Owner must provide Chapleau PUC with keys to access the meter room unless Chapleau PUC determines the room to be easily accessible during normal working hours.

In any case, a copy of the metering layout plan shall be forwarded to Chapleau PUC for review.

The Customer shall permanently and legibly identify all metered services with respect to correct municipal 911 address and unit number. The identification shall be applied to all service switches and breakers and to all meter cabinets and meter mounting devices that are not immediately adjacent to the service switch. The Customer shall ensure that all service identifications are accurate and will be held totally responsible for any errors arising from improper identification. The Owner shall inform Chapleau PUC immediately of any changes made in the unit numbers.

#### **2.3.6.4 Current Transformer Boxes (Meter Cabinets)**

Where required by these Conditions the Owner shall supply, install and maintain a current transformer box (meter cabinet) to Chapleau PUC's requirements. Cabinets shall be CSA approved and constructed from sheet metal, minimum 14 AWG. Paint finish shall be gray baked enamel A.S. A. 61. Cabinets shall be complete with a removable back plate and hinged doors with provision for a Chapleau PUC padlock. Diagonal cable installation is not acceptable and failure to comply with this requirement will necessitate the removal and relocation of the cable feeds.

Meter cabinets shall be installed indoors except where special permission is granted by Chapleau PUC to install the meter cabinet outside. Cabinets for outdoor locations approved by Chapleau PUC shall be weatherproof. Also cabinets in indoor locations which may be exposed to dirt, dust or moisture shall be weatherproof.

The Owner must supply, install and maintain a CSA approved meter socket with the following specifications:

- all 3-phase, 4-wire meter sockets must have an insulated neutral.
- all 5-jaw kits (network meters) are to be installed in the 9 o'clock position.
- all 7-jaw kits are to be installed in the 6 o'clock position.
- each socket will include a meter retaining ring;
- all bases will be installed in a location, which is and will remain unobstructed by such items as fences, hedges, expansions, sunrooms, porch enclosures and any other impediments.

The table below summarizes Chapleau PUC requirements for the various meter sockets and cabinets to be supplied by Owners.

**TABLE: 2.3.7.4 METER SOCKET AND CABINET SIZES**

<b>Service Size</b>	<b>Volts</b>	<b>Phase</b>	<b>Meter socket or Cabinet Size (inches)</b>	<b>Height Above Floor to Cabinet Bottom (mm)</b>
<b>Up to 200 Amp</b>	120/240	1	4 terminal	See Section 2.3.7.2
	120/208	2 + N	5 terminal (network)	
	120/208	3	7 terminal	
	347/600	3		
<b>400 Amp &amp; Larger</b>	120/240	1	20 x 30 (horizontal) x 10 or self-contained 400 Amp. meter base	1200 min. to 1500 max.
	120/208	3	48 x 48 x 12	600 min. to 900 max.
	347/600	3		
<b>Switchgear</b>	120/208 or 347/600	3	20 x 30 (vertical) x 10	1000 min. to 1500 max.
<b>Switchgear Alternate Arrangement</b>	120/208 or 347/600	3	20 x 30 (vertical) x 10 plus 36 x 36 x 12	1000 min. to 1500 max.

Note: Load and line entry points shall be approved by Chapleau PUC prior to installation.

**2.3.6.5 Interval Metering**

Chapleau PUC may install a demand meter or interval meter for purposes of measuring demand in order to assign the Customer to a rate class or to set the appropriate distribution services rate for that Customer.

Chapleau PUC shall provide a MIST (Metering Inside The Settlement Timeframe) meter installation for any existing Customer that has an average monthly peak demand during a calendar year of over 1,000 kW. Chapleau PUC shall install a MIST meter on any new installation that is forecast by Chapleau PUC to have a monthly average peak demand during a calendar year of over 500 kW, for the purposes of measuring energy delivered to the Customer.

Chapleau PUC shall provide an interval meter to any Customer who submits to it a written request for such meter installation, either directly or through an authorized agent, in accordance with the Retail Settlement Code, subject to the following conditions:

- The Customer that requests interval metering shall compensate Chapleau PUC for all incremental costs associated with that meter, including:
  - the capital cost of the interval meter,
  - installation costs associated with the interval meter,
  - ongoing maintenance (including allowance for meter failure) and verification and reverification of the meter,
  - installation and ongoing provision of communication line or communication link with the Customer's meter and cost of metering made redundant by the Customer requesting interval metering.
- Chapleau PUC shall determine whether the meter will be a MIST or MOST (Metering Outside The Settlement Timeframe) meter, subject to the requirements of the Distribution System Code.
- A communication system utilized for MIST meters shall be in accordance with Chapleau PUC's requirements.

#### **2.3.6.5.1 General Service Interval Metering**

All new and upgraded General Service Customers with peak demand forecasted to be 500 kW or greater and any Customer requiring pulses for spot market pass-through pricing will be metered with remotely interrogated interval meters. The Customer shall install and maintain a 13 mm conduit from the communication entrance equipment and a direct-dial voice quality communication line, that is active 24 hours a day, to the metering location. The wall jack must be mounted within 300 mm of the meter cabinet. This communication line may be shared with a fax machine at Chapleau PUC's sole discretion, provided Chapleau PUC is able to communicate with the meter in an acceptable manner. The Customer shall be responsible for the ongoing monthly costs of operating the communication line.

Where such metering exists, Chapleau PUC will consider Customer requests to provide a secondary pulse for load control or Customer-owned metering. All costs incurred would be at the expense of the Customer.

#### **2.3.6.5.2 Residential Service Interval Metering**

Residential Customers requesting interval metering will be required to meet the conditions of Section 2.3.6.5 Interval Metering.

#### **2.3.6.6 Meter Reading**

Chapleau PUC shall have the right to read any of Chapleau PUC's electricity meters on the Customer's premises. The Customer must provide access for meter reading purposes. In the event that a reading cannot be obtained, the bill will be estimated using historical consumption values. Where premises are closed during Chapleau PUC normal business hours, the Customer must, on reasonable notice, arrange access at a mutually convenient time during normal business hours.

#### **2.3.6.7 Final Meter Reading**

When a service is no longer required or if the Customer is switching Energy Provider, the Customer shall provide Chapleau PUC at least five business days' notice of the termination date so that Chapleau PUC can obtain a final meter reading as close as possible to the final date. The Customer shall provide access to Chapleau PUC and its agent(s) 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. After a final bill has been issued and a read is obtained an adjusted bill will be issued.

#### **2.3.6.8 Faulty Registration of Meters**

Metered electricity usage for the purpose of billing is governed by the federal *Electricity and Gas Inspection Act* and associated regulations, under the jurisdiction of Measurement Canada, Industry Canada. Chapleau PUC's revenue meters are required to comply with the accuracy specifications established by the regulations under the above noted Act.

In the event of incorrect measurement, Chapleau PUC 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 a reasonable sum for all the energy supplied based on the reading of any meter formerly or subsequently installed on the premises by Chapleau PUC, due regard being given to any change in the character of the installation and/or the demand.

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

#### **2.3.6.9 Meter Dispute Testing**

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

However, either Chapleau PUC 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 favor of Chapleau PUC, Chapleau PUC will charge the Customer a 'Meter Dispute Test Agent Fee'.

## 2.4 Tariffs and Charges

Contact Chapleau PUC – Phone No. 705-864-0111, Fax No. 705-864-1962  
Email [puc@chapleau.ca](mailto:puc@chapleau.ca)

### 2.4.0 Customer Rate Classifications

Customers are classified by the OEB on the basis of rates as follows:

- Residential Service,
- General Service less than 50 kW,
- General Service greater than 50 kW,
- Sentinel Lighting,
- Street Lighting,
- Unmetered Scattered Load

The following definitions have been established by the OEB through Chapleau PUC's rate approval:

#### **Residential**

This classification applies to an account taking electricity at 750 volts or less where the electricity is used exclusively in a single family unit, non-commercial. This can be a separately metered living accommodation, town house, apartment, semi-detached, duplex, triplex or quadruplex with residential zoning.

#### **General Service Less than 50 kW**

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

#### **General Service 50 to 4,999 kW**

This classification applies to a non-residential account whose average monthly peak demand used for billing purposes over the past 12 months is equal to or greater than or is forecast to be equal to or greater than, 50 kW but less than 5,000 kW.

#### **Sentinel Lighting**

This classification applies to safety/security lighting with a Residential or General Service customer. This is typically exterior lighting, and unmetered. Consumption is estimated based on the equipment rating and estimated hours of use.

#### **Street Lighting**

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

## **Unmetered Scattered Load**

This classification applies to an account taking electricity at 750 volts or less whose average monthly peak demand is less than, or is forecast to be less than, 50 kW and the consumption is unmetered. Such connections include cable TV power packs, bus shelters, telephone booths, traffic lights, railway crossings, etc. The customer will provide detailed manufacturer information/documentation with regard to electrical demand/consumption of the proposed unmetered load.

### **2.4.1 Service Connection**

Charges for distribution services are made as set out in the Schedule of Rates available from Chapleau PUC. Notice of Rate revisions shall be published on our website.

#### **2.4.1.1 Basic Residential Connections**

The DSC requires that, for residential customers, a Distributor must define a basic connection and recover the cost of the basic connection as part of its revenue requirement. The basic connection for each residential customer must include, at a minimum:

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

Chapleau PUC has established that its basic connection shall provide for 200 A overhead secondary service to residential customers. Chapleau PUC will supply and install adequate overhead transformation to provide 200 A service to any residential customer along with a maximum length of 30 meters of overhead conductors on the Customer's property at no cost to the Customer.

#### **2.4.1.2 Basic Underground Connection**

Chapleau PUC has established a Basic Underground Connection that is intended for **residential** Customers only. This includes the installation of underground service wire and adequate transformation to supply a 200 A service. The Basic Underground Connection includes credit for the dollar value of the basic overhead connection.

#### **2.4.1.3 Standard Service Supply**

All existing Chapleau PUC Customers are Standard Supply Service (SSS) Customers until Chapleau PUC is informed of their switch to a competitive electricity supplier. A Service Transfer Request (STR) must be made by the Customer or the Customer's authorized retailer.

#### **2.4.1.4 Retailer Supply**

Customers transferring from Standard Supply Service (SSS) to a retailer shall comply with the Service Transfer Request (STR) requirements as outlined in sections 10.5 through 10.5.6 of the Retail Settlement Code.

All requests shall be submitted as electronic file and transmitted through EBT Express. The Service Transfer Request (STR) shall contain information as set out in section 10.3 of the Retail Settlement Code.

If the information is incomplete, Chapleau PUC shall notify the retailer or Customer about the specific deficiencies and await a reply before proceeding to process the transfer.

## **2.4.2 Deposits**

Deposit requirements will conform to the Distribution System Code (DSC).

Chapleau PUC requires security deposits, in a form acceptable to Chapleau PUC, as a precaution to protect Chapleau PUC and its Customers against potential losses from non-payment of accounts. Security deposits will be required for accounts which are billed under Standard Supply Service, Split Billing or Distributor Consolidated Billing. Service may be refused or discontinued if the required deposit is not paid.

Deposits will vary between Customers due to a variety of factors, including weather conditions, living or business accommodations, life-style or business activities, and heating requirements.

The requirement to provide a deposit may be waived for permanent supply of electrical energy if certain conditions are met, as detailed below. Customers that have been exempted from paying a deposit and are now deemed to have unsatisfactory payment record or have become a credit risk may be required to provide a deposit.

The customer will be provided with the specific reasons for requiring a security deposit.

Subject to the DSC, Chapleau PUC may use any risk mitigation options available under law to manage customer non-payment risk.

### **2.4.2.1 Deposits Refunded**

For Residential Service Customers, deposits, plus interest, will be credited to the account either when the account is finalized or one calendar year after the final installment has been paid, provided the Customer has had a good payment history.

For General Service Customers, deposits, plus interest, will be refunded or credited to the account, either when the account is finalized, or three years after the final installment has been paid for customers with demand less than 50 kW and 7 years after the final installment has been paid in any other rate class, provided the Customer has had a good payment history. For customers with a demand greater than 5,000 kW who would be exempt from paying a deposit, Chapleau PUC is only required to return 50% of the security deposit.

Security deposits will be reviewed each calendar year to determine whether the deposit is to be returned as the customer is in a position that would exempt it from paying a deposit based on a good payment history.

Deposits shall be returned within six weeks of the closure of an account subject to the Distributor's right to use the security deposit to offset amounts owing by the customer to the Distributor in regards to their final bill.

Where a customer changes from SSS to a competitive retailer that uses retailer-consolidated billing or from distributor consolidated billing to split billing or retailer consolidated billing the security deposit shall be applied to the final bill prior to the change in service. Where a change is made from distributor consolidated billing to split billing the distributor may retain a portion of the deposit that reflects the non-payment risk associated with the new billing option.

Where a customer is in arrears, and after all other attempts at contacting the customer for payment are unsuccessful, any paid portion of the deposit is first applied to the arrears in an attempt to stave off a disconnection. If the amount of the deposit being applied is not sufficient, the disconnect will commence and service will not be reconnected until full payment is received through most financial institutions; by telephone banking or on-line banking; by Pre-Authorized Debit Plan (Equal Payment Plan or Exact Payment Plan).

#### **2.4.2.2 Good Payment History**

The relevant time period that makes up the good payment history is one year for residential customers, 5 years for general services customers with demand less than 50 kW and 7 years for all other rate classes. The relevant time period must be the most recent period of time and some of the time period must have occurred in the previous 24 months.

A customer is deemed to have a good payment history unless during the relevant time period the following or more than one of the following singular criteria has occurred;

- The customer has received more than one disconnection notice,
- More than one cheque has been returned for insufficient funds,
- More than one pre-authorized payment has been returned for insufficient funds or,
- A disconnect/collect trip has occurred.

If any of the preceding events occur due to an error by Chapleau PUC, the customer's good payment history shall not be affected.

#### **2.4.2.3 Deposit Waived for Customers**

The deposit requirement for Customers shall be waived if the Customer:

- had a good payment history as set out in section 2.4.2.2; or
- provides a letter from another distributor or gas distributor in Ontario confirming a good payment history with that distributor for the most recent time period set out in section 2.4.2.2 where some of the time period which makes up the good payment history has occurred in the previous 24 months; or
- is less than 5000 kW demand and provides a satisfactory credit check at the customer's expense; or
- qualifies as a low income customer by filling out a low income application and we receive appropriate approval; or
- enrolls in the utility's equal payment and/or a pre-authorized payment plan.

#### **2.4.2.4 Interest on Deposits**

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

#### **2.4.3 Billing**

Chapleau PUC may render bills to its Customers on a monthly basis. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by Chapleau PUC.

##### **2.4.3.1 Proration of Accounts**

Accounts shall be prorated where the initial bill or final bill to a Customer is for a period shorter or longer than the normal bill period or where the rates have been revised effective on a date not coincident with the Customer's billing date.

Service and demand charges will be prorated based on a straight ratio calculation of the number of days in the actual billing period to the number of days in the standard 30 day month.

##### **2.4.3.2 Billing Errors**

##### **2.4.3.3 Over Billed**

Where a billing error, from any cause, has resulted in a Consumer or Retailer being over billed, and where Measurement Canada has not become involved in the dispute, Chapleau PUC shall credit the Consumer or Retailer with the amount erroneously billed.

The credit Chapleau PUC remits to the appropriate parties shall be the amount erroneously billed for up to a two-year period.

##### **2.4.3.4 Under Billed**

Where a billing error, from any cause, has resulted in a Consumer or Retailer being under billed, and where Measurement Canada has not become involved in the dispute, Chapleau PUC shall charge the Consumer or Retailer with the amount that was not previously billed.

In the case of an individual Residential Consumer who is not responsible for the error, the allowable billing period of time shall not exceed two years and for Non-Residential Consumers or for instances of willful damage, the relevant time period is the duration of the defect, up to two years.

The entity billing a Consumer, whether Chapleau PUC or a Retailer, is responsible for advising the Consumer of any meter error and its magnitude and of his or her rights and obligations under the *Electricity and Gas Inspection Act (Canada)*.

### **2.4.3.5 Estimating Bills**

Reasonable attempts will be made to obtain a meter reading for all regular electricity bills. Bills will only be estimated when Chapleau PUC has been unsuccessful in obtaining a meter reading. Estimated bills for electric energy used will be based on the Customer's consumption history, whenever possible.

Demand will only be estimated after current practices for retrieving a reading have been exhausted. When a demand reading cannot be obtained, the demand will be estimated by reviewing the demand history for consistency and selecting an appropriate demand reading to use. This does not apply to interval metering.

## **2.4.4 Payments and Late Payment Charges**

### **2.4.4.1 Settlement of Accounts**

All accounts for electrical energy used by the Customer are due when rendered.

Bills are payable in full up to and including the due date which shall normally be a minimum of twenty calendar days from the date the bill is issued to the customer.

Accounts may be paid at most financial institutions; by telephone banking or on-line banking; by Pre-Authorized Debit Plan (Equal Payment Plan or Exact Payment Plan), by mail (non-cash payments only), by credit card through the chapleau.ca website or in person at the office (cash, debit or cheque).

Accounts receivable by Chapleau PUC covering miscellaneous bills for items other than electricity are due and payable 30 days after invoicing. Thereafter, interest is charged monthly.

### **2.4.4.2 Pre-Authorized Payment Plans (PAP Plans)**

There are two Pre-Authorized Payment Plans – Equal Payment Plan and Exact Payment Plan.

The following guidelines apply to either PAP programs:

- A Customer's account must be paid in full prior to starting on the PAP program and they cannot have more than two NSF cheques in the last twelve months.
- A Customer can be removed from the PAP plan at the discretion of Chapleau PUC.

#### **2.4.4.2.1 PAP Equal Payment Plan**

Twelve equal payments are automatically withdrawn from the Customer's bank account based on the prior year consumption.

#### **2.4.4.2.2 PAP Exact Payment Plan**

The exact amount due on the Customer's bill is automatically withdrawn from the Customer's bank account on the due date printed on the bill or within seven days after.

#### **2.4.4.3 Late Payment Charges**

All bills are subject to a late payment charge if paid after the due date. Failure to receive a bill does not exempt late payment charges as a bill amount may be obtained from Chapleau PUC office.

Where the total amount billed has not been paid by the due date, the late payment charge shall apply but only to the amount of the bill outstanding at the due date. Partial payments will be applied to any outstanding arrears before being applied to the current billing.

#### **2.5 Customer Information**

The *Retail Settlement Code* – Sections 10 and 11 specify the rights of Customers and their Retailers to access current and historical usage and payment information and related data and the obligation of Chapleau PUC in providing access to such information.

Chapleau PUC shall upon written authorization by a Customer, make available the information specified in the *Retail Settlement Code*, to the Customer or the Retailer that provides electricity to a Customer connected to Chapleau PUC's distribution system.

Provision of consumer specific information to retailers and customers through the EBT system shall be done at no charge to the Customer. Requests to deliver data to Retailers and Customers not delivered through the EBT system shall be honored twice a year at no charge and Chapleau PUC may charge a fee for any additional requests. A request is considered to be data delivered to a single address. Thus a single request to send information to three locations is considered three requests.

At the Customer's request, Chapleau PUC will provide a list of retailers who have Service Agreements in effect with Chapleau PUC.

Chapleau PUC will provide information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Consumer information cannot reasonably be identified, at no charge to another distributor, a transmitter, the IMO or the OEB. Chapleau PUC may charge a fee that has been approved by the OEB for all other requests for aggregated information.

Chapleau PUC will communicate general market and educational information to Customers connected to its distribution system as required.

## **Section 3 – CUSTOMER CLASS SPECIFIC**

### **3.0 CUSTOMER CLASS SPECIFIC**

#### **3.0.1 Road Crossings**

Where the nearest existing distribution pole is located across the street from the Customer, Chapleau PUC may install, at no expense to the Customer, a road-crossing pole with municipality approval and overhead wire. In general, Chapleau PUC will provide, at no cost to the Customer and at a location determined by Chapleau PUC, an overhead point of supply on the same side of the street as the Customer.

If a Customer requests an underground road crossing, the Customer will pay the actual costs of the underground road crossing less the estimated equivalent cost of an overhead crossing and pole.

In circumstances where an underground road crossing is impractical due to existing field conditions or is not permitted by the municipality, Chapleau PUC will deny the underground road crossing request, and will install a road-crossing pole and overhead wire with Municipality approval.

#### **3.1 Primary Service**

##### **3.1.2 Overhead Primary Service**

In addition to Ontario Electrical Safety Code specifications, the following Chapleau PUC general requirements also apply:

- pole lines shall be dead-ended and guyed at each end within the Owner' property so as to be independent from Chapleau PUC's supply lines, to Chapleau PUC satisfaction;
- the first pole in the line shall be of minimum height and class as specified by Chapleau PUC;
- the first pole shall be within 10 m of Chapleau PUC's Delivery Point and shall be located such that conductors from Chapleau PUC's pole do not cross over adjacent lands;
- lines shall be constructed so as not to encumber neighboring lands. In most cases this means a minimum horizontal clearance of 3 m must be provided between any lot line and the nearest high voltage phase conductor. Clearance requirements may be greater depending on the circumstances.

##### **3.1.3 Underground Primary Cables**

In general, where the Customer takes service via underground primary cables, such cables and terminations shall be supplied, installed and maintained by Chapleau PUC in the Customer's duct bank at cost to the Customer but shall remain the property of Chapleau PUC. Chapleau PUC warranties workmanship and materials for maximum five years from date of installation, after which the customer shall be responsible for the cost of replacing primary cables when required.

Customer installed or repaired cables will be the customer's responsibility to own and maintain at their cost.

### **3.1.4 Supply of Electrical Equipment**

In general, for all connection types, connection assets will be provided as follows, subject to the terms and conditions outlined within these Conditions.

Chapleau PUC shall supply, install and maintain:

- oil filled distribution transformers;
- over current protection devices;
- meters and metering transformers (instrument transformers).

The Owner shall supply, install and maintain:

- transformer foundations or vaults, as required, and all associated equipment;
- meter bases, metering cabinets, or metering compartments;
- concrete encased ducts to Chapleau PUC's specifications, where the primary supply is underground;
- dry-type transformers for special utilization voltages for internal building distribution.

Additional requirements may apply depending on the specific nature of the connection.

### **3.1.5 Service Entrance and Meter Location Changes**

The Customer must consult with Chapleau PUC for advice in situations involving changes in the metering facilities and/or location prior to initiating any such work.

An upgrade to the Basic Residential Connection will be provided with a reconnect charge.

Where a service change involves converting the utility service cables from an overhead supply to an underground supply, the Customer will, as a minimum, be required to provide a trench from the meter base to the property-line (to the satisfaction of Chapleau PUC) and cover all Chapleau PUC labour, materials and equipment costs incurred in order to complete the installation.

### **3.1.6 Maintenance of Facilities**

Table 1 herein defines the ownership demarcation points for all available connection types. In general, the Customer is fully responsible to install and maintain all facilities on their side of the Ownership Demarcation Point.

For Customer owned cables, Customers may choose to have Chapleau PUC maintain or replace the cables which will be done at cost to the Customer. Otherwise Chapleau PUC will disconnect the cables to allow the Customer to hire a qualified contractor to perform the work.

Maintenance or replacement of all underground looped cables, which form part of Chapleau PUC's circuits, shall be performed by Chapleau PUC at Chapleau PUC's expense, unless specifically documented otherwise to the Customer by Chapleau PUC. Where damage can be shown to be the Customer's responsibility, maintenance and repair are at the Customer's expense.

In all cases, all civil structures on private property required to accommodate Chapleau PUC's conductors and equipment such as concrete duct banks, transformer pads and vaults, etc, are the responsibility of the Customer to maintain, repair, or replace as need be.

### **3.1.7 Service Removal**

Removal of any service, primary or secondary, is contingent upon Chapleau PUC receiving written request to do so by the Owner of the property being served, and upon payment of any charges due.

### **3.1.8 Upgrading of Distribution Facilities**

Chapleau PUC will undertake the necessary programs to maintain and upgrade distribution plant at its expense. In the event that services or facilities to a Customer need to be restored as a result of these construction or maintenance activities by Chapleau PUC, they will be restored to an equivalent condition.

In addition Chapleau PUC will carry out the necessary construction and electrical work to maintain existing supplies by providing standard overhead or underground supply services to Customers affected by Chapleau PUC's construction activities. If a Customer requests special construction beyond the normal Chapleau PUC standard installation in accordance with the program, the Customer shall pay the additional cost including engineering and administration fees.

## **3.2 Residential Service**

### **3.2.1 General Comments**

This section refers to the connection of residential Customers in single-family detached, semi-detached, duplex or triplex dwelling units, and townhouses or row houses, as defined in the local zoning-by-law. This may also include a home based business which exists within one of the aforementioned dwelling units.

Service is normally supplied single-phase, 3-wire, 120/240 Volts, up to maximum 400 Amperes per dwelling unit.

There shall normally be only one Delivery Point and one service line to a dwelling.

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

Except for paid Subdivisions, it is the Customer's responsibility to provide and install the trench and 75 mm rigid PVC conduit, to Chapleau PUC's satisfaction. Also, the Owner or his contractor must obtain clearances from all of the utility companies (including Chapleau PUC) before starting any excavation.

### **3.2.2 Early Consultation**

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

- a) required service date;
- b) requested service entrance capacity and voltage rating of the service entrance equipment;
- c) locations of other utility services: gas, telephone, water and cable TV;
- d) details respecting heating equipment, air conditioners and any appliances that demand a high consumption of electrical energy;

- e) survey plan and site plan indicating the proposed location of the service entrance equipment with respect to public rights-of-way and lot lines.

### **3.2.3 Demarcation Points**

For residential services, both the Operational and Ownership Demarcation Points are usually the same, beyond which the Customer bears full responsibility for installation and maintenance.

In all cases, final determination of the demarcation point(s) will be established by Chapleau PUC.

## **3.3 General Service – Below 50 kW**

### **3.3.1 General Comments**

This section provides additional details not covered elsewhere in these Conditions related to the supply of electrical energy to General Service Customers such as commercial buildings and developments.

Commercial buildings, for connection purposes, are defined as buildings that are used for purposes of mixed occupancy (i.e. residential and non-residential use), buildings that are used for other than residential occupancy, or buildings that are multi-unit residential occupancy greater than three units. See Table 1 for details related to connection categories and types and associated charges.

### **3.3.2 Early Consultation**

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

The Owner shall submit to Chapleau PUC the following information:

- required service date;
- voltage requirement;
- estimated minimum monthly demand (kW);
- estimated yearly energy consumption (kWh);
- estimated initial maximum monthly demand (kW);
- estimated future maximum monthly demand (kW);
- single line electrical system schematic;
- specific listing of the type of loads for lighting, motors, heating equipment, air conditioning and any other equipment and appliances that demand high consumption of electrical energy;
- number of units and the areas of each that are to be separately metered;
- survey grading plan and site plan, to scale, showing the apartments, town homes, retail area or office building in relation to existing or proposed property lines and rights-of-way and other buildings or structures such as parking garages and loading ramps. The plans shall include vertical and horizontal views of any proposed incoming duct bank from the building to the Delivery Point;
- plan, to scale, of the area in which the transformer is to be located, showing all details of the foundation or vault, as the case may be;
- plan, to scale, showing the electrical room and provision for the metering equipment.

### **3.3.3 Demarcation Points**

Demarcation points (Operational and Ownership) for a General Service vary with the nature of the service. See Table 1 for specific details.

The Customer must obtain a Meter Locate from Chapleau PUC before proceeding with the installation of any service. Failure to do so may result in the meter base/service entrance having to be relocated at the Customer's expense.

### **3.3.4 Supply Voltage**

Generally, new commercial buildings are supplied at one utilization voltage only.

The Owner shall make provision to take delivery at one of the voltages listed in Section 2.3.4, as specified by Chapleau PUC. The Owner shall obtain prior approval from Chapleau PUC for the use of any specific voltage at any specific location.

### **3.3.5 Underground Service**

Under normal circumstances, commercial buildings are supplied electrical energy by an underground service through a single Delivery Point for each land parcel, at a location specified by Chapleau PUC.

For low voltage supply, the Customer's cables shall be brought to a point determined by Chapleau PUC for connection to Chapleau PUC's supply.

For high voltage supply, the line terminals of the Customer's switching equipment shall be suitable for 2-hole NEMA pad connection.

A minimum vertical distance of 1.0 m is required between the point of cable entrance and terminator connection to the switch and each point of cable entrance shall be directly below its termination point. Other cable entry arrangements must be approved by Chapleau PUC.

### **3.3.6 Overhead Service**

In circumstances where Commercial buildings cannot be supplied electrical energy by an underground service, Chapleau PUC shall use its sole discretion based on acceptable industry practices in establishing the specific requirements for the service installation.

## **3.4 General Service – Above 50 kW**

This section expands on and is in addition to the requirements of Section 3.2 above and provides additional requirements not covered elsewhere in these Conditions related to the supply of electrical energy to Commercial/Industrial Customers requiring transformation capacity greater than 50 kW. Commercial developments such as residential subdivisions and townhouses are included herein with respect to the obligations of the developer.

### **3.4.1 Early Consultation**

The Owner shall submit to Chapleau PUC the following information:

- required service date;
- voltage requirement;
- estimated initial Maximum Demand;
- estimated future Maximum Demand;
- single line electrical system schematic;
- specific listing of the type of loads for lighting, motors, heating equipment, air conditioning and any other equipment and appliances that demand high consumption of electrical energy;
- number of units and the areas of each that are to be separately metered;
- survey grading plan and site plan, to scale, showing the apartments, town homes, retail area or office building in relation to existing or proposed property lines and rights-of-way and other buildings or structures such as parking garages and loading ramps. The plans shall include vertical and horizontal views of any proposed incoming duct bank from the building to the Delivery Point;
- plan, to scale, of the area in which the transformer is to be located, showing all details of the foundation or vault, as the case may be;
- plan, to scale, showing the electrical room and provision for the metering equipment.

### **3.4.2 Electrical Room Requirements**

Where the Owner is required to supply and maintain an electrical room it shall be of sufficient size to accommodate the service entrance and meter requirements of the tenant(s) and provide clear working space in accordance with the Electrical Safety Code, as well as room for future service increases.

The electrical room must be separate from, but adjacent to, the transformer vault. It must be located to provide safe access from the outside or main hallway and not from an adjoining room, so that it is readily accessible to Chapleau PUC employees and its authorized Agent(s) at all hours to permit meter reading and to maintain electric supply. It shall not be used for storage or contain equipment foreign to the electrical installation within the area designated as safe working space. All stairways leading to electrical rooms above or below grade shall have a handrail on at least one side as per Building Code requirements and shall be located indoors. Either a dual locking arrangement or a key box arrangement will be required on the access door.

Adequate lighting and a 120 volt convenience outlet shall also be provided.

### **3.4.3 Customer's Physical Structures**

Construction and maintenance of all civil works on private property including such items as transformer foundations, transformer rooms, transformer vaults, cable chambers, and underground conduit are the responsibility of the Customer. All civil work on private property is subject to inspection and approval by Chapleau PUC and ESA.

The Customer is responsible to maintain all the structural and mechanical facilities located on private property in a safe condition.

### **3.4.4 Subdivision Developments**

The Developer may choose to build, all or parts of, the electrical distribution facilities for the development. However, Chapleau PUC shall perform the design of the system.

In either case, all of the electrical servicing shall be constructed to Chapleau PUC standards, the Electrical Safety Code, and all applicable laws, regulations and codes.

The Developer must consult with Chapleau PUC in the early planning stages to ascertain those requirements.

### **3.4.5 Early Consultation**

The Developer shall submit the following information. All plans and drawings required shall be provided as two paper copies:

- plan of subdivision;
- detailed engineering plans (including all proposed driveway and walkway locations) approved by the Municipality;
- schedule of electric power requirements at defined phases or stages of development;
- type of heating and air-conditioning for each dwelling unit;
- service requirements for all other types of buildings or recreational facilities that may be constructed in addition to the residential dwellings.;
- estimated minimum monthly demand (kW);
- estimated yearly energy consumption (kWh).

### **3.4.6 Distribution System and Services Characteristics**

Electrical distribution on the street shall be underground for urban developments. In rural areas, the Developer has the option of overhead distribution, provided the lot frontages exceed 150 meters.

Supply for all services, other than apartment or commercial buildings, will be 120/240 Volts, single-phase, 3-wire, 200 Amperes rating. In the event any of the lands are built or developed for other than single family detached or semi-detached dwellings, or the service entrance of any building exceeds 200 Amperes rating, the type of service required must be clarified with Chapleau PUC and the Developer shall pay all additional costs assessed for each service.

## **3.5 Embedded Generation**

### **3.5.1 Micro-Embedded Generator ( $\leq 10$ kW)**

Customers wishing to install micro-embedded generators shall conform to the requirements of the Distribution System Code. In addition, the following Chapleau PUC requirements will apply:

- Disconnecting Device

Subject to ESA and Chapleau PUC approval, a lockable, outdoor rated, visible break, disconnecting device shall be installed on the exterior of the house adjacent to the existing or proposed electric meter base. One such approved device is a Cutler-Hammer product, catalogue No. 3GAC222NF.

- Metering

The standard single phase meter typically supplied by Chapleau PUC in residential applications is not approved by Industry Canada for bi-directional revenue metering. Therefore Chapleau PUC will provide and install an approved meter at cost to the owner. The owner will be required to provide a deposit for the full amount prior to ordering the meter. The deposit will be applied towards the actual installed cost when billed. A credit will be provided for the deferred cost of a standard meter.

- Billing Settlement

Monthly Service Charge and Distribution Charges will apply regardless of net consumption. No payment will be made for any excess generation that results in a net delivery of energy to the grid between meter reads.

- Connection Agreement

The owner shall enter into the contract posted in the Distribution System Code, Appendix E, before the proposed installation is connected to the grid. The installation will be subject to the appropriate inspection approvals by ESA.

Chapleau PUC is currently Transmission Constrained and has no room for any Distributed Generation.

### **3.6 Unmetered Connections**

A Customer, at the sole discretion of Chapleau PUC, may arrange for an unmetered service to fixed loads such as telephone booths, traffic signals, cable TV amplifiers, municipal street lighting, sentinel lights and traffic lights.

The Customer shall supply the following information to Chapleau PUC well in advance of installation commencement:

- required service date;
- requested service entrance capacity and voltage rating of the service entrance equipment;
- loading calculations and duty cycle data;
- locations of other utility services: gas, telephone, water and cable;
- survey plan and site plan indicating the proposed location of the service entrance equipment with respect to public rights-of-way and lot lines.

Prior to energizing the service, Chapleau PUC will require notification from ESA that the installation has been inspected and approved for connection.

#### **3.6.1 Street Lighting**

Street lighting shall adhere to the requirements of the Ontario Electrical Safety Code.

The method and location of supply will vary based on the conditions present on Chapleau PUC's plant and will be established for each application by Chapleau PUC.

Energy consumption will be based on the calculated connected load multiplied by the lighting intervals established in the approved OEB street lighting load shape template.

### **3.6.2 Traffic Signals**

Traffic signals and crosswalks are devices owned and maintained by the Municipality.

The method and location of supply will vary and will be established for each application through consultation with Chapleau PUC. The Owner shall be responsible for all costs associated with the supply and installation of service conductors.

Energy consumption will be based on the connected wattage and the calculated hours of use based on the controller programming.

### **3.6.3 Other Small Services**

The method and location of supply for such loads as telephone booths, cable-TV amplifiers and similar small unmetered loads will vary and will be established for each application through consultation with Chapleau PUC. The Owner shall be responsible for all costs associated with the supply and installation of service conductors.

Normally Chapleau PUC will supply transformation at no cost to the Owner, except for particular cases where Chapleau PUC may deem it necessary to charge for the labor and other associated work required to provide transformation.

Energy consumption will be based on the connected wattage and the calculated hours of use.

## **3.7 Miscellaneous Small Metered Loads**

### **3.7.1 Illuminated Bill Boards and Similar Installations**

The nominal service voltage will be at the discretion of Chapleau PUC, but will normally be 120/240 Volts, single-phase, 3-wire. The method and location of supply will vary and will be established for each application through consultation with Chapleau PUC. In all cases the service must be metered.

The Owner shall be responsible for all costs associated with the supply and installation of service conductors.

Normally Chapleau PUC will supply transformation at no cost to the Owner, except for particular cases where Chapleau PUC may deem it necessary to charge for the labor and other associated work required to provide transformation.

Prior to energizing a service Chapleau PUC will require notification from ESA that the installation has been inspected and approved for connection.

### **3.7.2 Seasonal and Theme Lighting**

The method and location of the supply will vary based on the conditions present on Chapleau PUC's plant and will be established for each application through consultation with Chapleau PUC.

The service will be metered. The Customer shall provide a photocell or time clock control arranged to energize the load for night illumination only.

Generally, service will be provided underground. The Owner will provide underground ducts and facilities to Chapleau PUC's requirements as specified in these Conditions.

### **3.8 Temporary Service**

Temporary services may be provided for construction purposes or special events. The Customer must provide a deposit prior to installation to cover the full estimated cost of installation and removal of all equipment necessary to provide the service. The deposit will be applied towards the final billing for actual costs incurred.

Temporary services must be metered.

## **Section 4 SECTION 4 GLOSSARY OF TERMS**

**Affiliate Relationships Code** - means the code, approved by the Ontario Energy Board and in effect at the relevant time, which among other things, establishes the standards and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies.

**Ancillary Services** - means services necessary to maintain the reliability of the IMO-controlled grid; including frequency control, voltage control, reactive power and operating reserve services.

**Apartment Building** - means a structure containing four or more dwelling units having access from an interior corridor system or common entrance.

**Application for Service** - means the agreement or contract with Chapleau PUC and the Customer for which electrical service is requested.

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

**Board or OEB** - means the Ontario Energy Board.

**Conditions of Service** - means the document developed by the distributor in accordance with Subsection 2.3 of the Distribution System Code that describes the operating practices and connection rules for the distributor.

**Connected Load** – means the total kilowatt rating of all the electrical equipment on the Customer's premises that is connected to the main service.

**Connection** - means the process of installing and activating connection assets in order to distribute electricity to a Customer.

**Connection Agreement** - means an agreement entered into between a distributor and a person connected to its distribution system that delineates the conditions of the connection and delivery of electricity to that connection.

**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 the distributor's main distribution system and the ownership demarcation point with that Customer.

**Consumer** - means a person who uses, for their person's own consumption, electricity that the person did not generate.

**Customer** - means a person or corporation that has contracted for or intends to contract for connection of a building or installation requiring electrical energy. This includes developers of residential or commercial subdivisions.

**Delivery Point** – means the point in its distribution system at which the distributor delivers electricity to the Customer.

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

**Demand Meter** - means a meter that measures a consumer's peak usage during a specified period of time.

**Demarcation Point (Operational)** – means the physical location at which the distributor's responsibility for operational control of distribution equipment including connection assets end.

**Demarcation Point (Ownership)** – means the physical location at which the distributor's ownership of distribution equipment including connection assets ends.

**Developer** - means the person(s) or corporation(s) owning property for which new or modified electrical services are to be installed.

**Disconnection** - means a deactivation of connection assets that results in cessation of distribution services to a Consumer.

**Distribute** - with respect to electricity means to convey electricity at voltages of 50 kilovolts or less.

**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.

**Distribution Loss Factor** – has the meaning described to it in the Retail Settlement Code.

**Distribution Services** - means services related to the distribution of electricity and the services the Board has required distributors to carry out, for which a charge or rate has been approved by the Board under section 78 of the *Ontario Energy Board Act*.

**Distribution System Code** - means the code, approved by the Ontario Energy Board and in effect at the relevant time, which, among other things, establishes the obligations of the 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.

**Distribution System/Plant/Facilities** - means a system for distributing electricity and includes any structures, equipment or other things used for that purpose. A distribution system is comprised of the main system capable of distributing electricity to many customers and the connection assets used to connect a Customer to the main distribution system.

**Distributor** - means a person who owns or operates a distribution system.

**Duct Bank** - means one or more ducts that may be encased in concrete used for the purpose of containing and protecting underground electric cables.

**Electricity Act** - means the *Electricity Act*, 1998, S.O. 1998, c.15, Schedule A.

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

**Electric Service** – means the supply of electricity from Chapleau PUC to the Customer.

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

**Embedded Generator or Embedded Generation Facility** – means a generator whose generation facility is not directly connected to the IMO-controlled grid but instead is connected to a distribution system.

**Embedded Market Participant (or Embedded Wholesale Consumer)** – means a consumer who is a wholesale market participant whose facility is not directly connected to the IMO-controlled grid but is connected to a distribution system.

**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.

**Emergency Back-up** - means a generation facility that has a transfer switch that isolates it from a distribution system.

**Energy** - means the product of power multiplied by time usually expressed in kilowatt-hours (kWh).

**Energy Competition Act** - means the *Energy Competition Act*, 1998, S.O. 1998, c.15.

**Energy diversion** - means electric consumption unaccounted for but that can be quantified through various measures upon review of the meter mechanism such as: unbilled meter readings, tap off load(s) before revenue meter or meter tampering.

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

**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.

**Extreme Operating Conditions** - conditions are defined in the CSA Standard CAN3-C235-87 - latest edition.

**Four-Quadrant Interval Meter** - means an interval meter that records both the power injected into a distribution system and the amount of electricity consumed by the Customer.

**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.

**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.

**Generator** - means a person who owns or operates a generation facility.

**Good Utility Practice** - means any of the current practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America, 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.

**Holiday** – means Saturday, Sunday, statutory holiday or any day as defined in the Province of Ontario as a legal holiday.

**IESO** - means the Independent Electricity System Operator established under the Electricity Act.

**IESO-Controlled Grid** - means the transmission systems with respect to which, pursuant to agreements, the IMO has authority to direct operation.

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

**Main Service** - refers to the incoming cables, bus duct, disconnecting and protective equipment for a building or from which all other metered sub-services are taken.

**Market Rules** - means the rules made under section 32 of the *Electricity Act*.

**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).

**Meter Installation** - means the meter and, if so equipped, the instrument transformers, wiring, test links, fuses, lamps, loss of potential alarms, meters, data recorders, telecommunication equipment and associated 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.

**Meter Socket** – refers to the mounting device for accommodating a socket type revenue meter.

**Metering Services** - means installation, testing, reading and maintenance of meters.

**Micro-Embedded Generation** – means an embedded generation facility with a nameplate rated capacity of 10 kW or less.

**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”.

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

**Multiple Dwelling or Unit Site** - means a building which contains more than one self-contained dwelling or unit.

**Normal Operating Conditions** - means the operating conditions comply with the standards set by the CSA Standard CAN3-C235-87 - latest edition.

**Ontario Energy Board (OEB)** – means Ontario regulator and licensing agency for distribution of electrical energy.

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

**Ontario Power Generation Inc. (OPGI) Rate** – refers to the rate applied to Ontario Hydro stranded debt. This will terminate at market opening.

**Owner** – includes an individual, a corporation, sole proprietorship, a partnership, unincorporated organization, unincorporated association, body corporate and any other legal entity.

**Person** - includes an individual, a corporation, sole proprietorship, partnership, unincorporated organization, unincorporated association, body corporate and any other legal entity.

**Power of Supply** - with respect to an Embedded Generator means the supply or connection point where electricity produced by the generator is injected into a distribution system.

**Power Factor** - measures the ration between Real Power and Apparent Power (i.e. kW/kVA).

**Primary Service** - any service which is supplied with a nominal voltage greater than 750 Volts.

**Private Property** - means the property beyond the existing public street allowances.

**Rate** - means any rate, charge or other consideration and includes a penalty for late payment.

**Rate Handbook** - means the document approved by the Board that outlines the regulatory mechanisms that will be applied in the setting of distributor rates.

**Reactive Power** – this power does not work but is necessary to allow some equipment to operate and is measured in kilo-Volt-Amperes-Reactive (kVAR).

**Real Power** - the power required to do real work which is measured in kilowatts (kW).

**Regulations** - means the regulations made under the Act or the Electricity Act.

**Residential** – means a premise or area designated for living purposes only to the general exclusion of other uses.

**Retail** - with respect to electricity means:

- a) to sell or offer to sell electricity to a consumer,
- b) to act as agent or broker for a retailer with respect to the sale or offering for sale of electricity, or
- c) to act or offer to act as an agent or broker for a consumer with respect to the sale or offering for sale of electricity.

**Retail Metering Code** – means the code approved by the Ontario Energy Board and in effect at the relevant time, which among other things establishes metering and meter reading standards and rules for providing interval metering.

**Retail Settlement Code** - means the code approved by the Board and in effect at the relevant time which, among other things, establishes a distributor's obligations and responsibilities associated with financial settlement among retailers and customers and provides for tracking and facilitating customer transfers among competitive retailers.

**Retailer** - means a person who retails electricity.

**Secondary Service** - any service which is supplied with a nominal voltage less than 750 Volts.

**Service Area** - with respect to a distributor means the area in which the distributor is authorized by its license to distribute electricity.

**Service Date** - means the date that the Customer and the distributor mutually agree upon to begin the supply of electricity by the distributor.

**Service Entrance** – means the point and equipment at which the service wires enter the Customer's building.

**Service Wires** – means the conductors from the distributor's main circuits on public streets or easements to the Customer's premise.

**Services** – means all facilities required for supplying electrical energy from the Point of Entry of each lot or block to the Delivery Point at detached or semi-detached dwelling units.

**Standard Development Agreement** (or Subdivision Electrical Distribution System Agreement) - means a legal agreement between the Developer, the Mortgagees and PUB Distribution, in a form suitable for registration at the Lands Registry Office; and which details the engineering and financial responsibilities of all parties to the agreement.

**Standard Supply Service Code** - means the code approved by the Ontario Energy Board and in effect at the relevant time which among other things establishes the minimum conditions that a distributor must meet in carrying out its obligations to sell electricity under section 29 of the Electricity Act.

**Street Light System** – means all facilities required for illuminating all public rights-of-way as determined by the Municipality.

**Supply Voltage** – means the voltage measured at the Customer’s main service entrance equipment.

**Temporary Service** - means an electrical service granted temporarily for such purposes as construction, real estate sales, trailers, etc.

**Tenant** – means a Person that rents and occupies the property of another.

**Transformer Room** – refers to 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.

**Transmitter** - means a person who owns or operates a transmission system.

**Underground Electrical Supply System** – means all facilities required for supplying electrical energy from any existing distribution circuit to the subdivision, up to the point of Entry to each lot or block.

**Unmetered Connections (or Loads)** – means electricity consumption that is not metered and is billed based on estimated usage.

**Utilization Voltage** – refers to those used to supply and operate Customer’s equipment (typically below 750 Volts) as measured at the point of utilization.

**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.

**Variable Connection Charge** – refers to costs that are to be calculated as the costs associated with the installation of connection assets above and beyond the basic connection.

**Wholesale Market Participant** - means a person that sells or purchases electricity or ancillary services through the IESO administered markets.

**TABLE 1**

Type	Ownership Demarcation Point	Basic Connections	Service Charge and Basic Connection Fee (Reviewed (Annually))	Additional Services Charged Customer
Class 1 Residential Single Service				
Overhead	Top of Customer's Service Mast.	Connections to Customer's stack and to feed pole or lines of Utility.	\$23.48/month service charge connection fee \$65.00	Customer requesting U/G service in O/H area will be required to pay 100% connection costs, less basic connections ESA. Cost covered by customer.
U/G	Line side of Customer's meter base	Does not include street crossing. Includes connections on distributor's system and line side of customer meter socket	\$23.48/month service charge connection fee \$65.00	

Class 2 General Service 0 < 50 kW

<p>Overhead Single Service</p>	<p>Top of Customer's service mast. or to overhead transformer bank if secondary underground</p>	<p>Includes connections on distributor's feed pole or lines at customer's service mast. Allowance for customer owned transformer .60/kw</p>	<p>Service charge \$34.35. Basic connection fee \$65.00</p>	<p>Additional or redesign due to changes in initial proposal. ESA inspections cost covered by customer</p>
<p>U/G Single Service</p>	<p>Connection to pad mount owned by the Utility or not</p>	<p>Includes connection on distributor's system. Does not include street crossing. Allowance for transformer ownership .60kw</p>	<p>Service charge \$34.35. Basic connection fee \$65.00</p>	<p>Additional or redesign due to changes in initial proposal. ESA inspections costs covered by customer</p>

Class 3 General Service > 50 kW

<p>Overhead single building</p>	<p>Top of customer's service mast or if underground service at transformer bank</p>	<p>Connections on distributor's system and customer's service mast. Customer owned transformer .60/kW</p>	<p>Service charge \$189.63 Connection fee \$65.00</p>	<p>Additional or redesign due to changes in customer's initial proposal. ESA inspections covered by customer</p>
<p>Single building</p>	<p>Connection to pad mount transformer Utility owned or not</p>	<p>Does not include street crossing. Includes connection on distribution system and customer transformer. Transformer ownership allowance .60/kW</p>	<p>Service charge \$189.63 Connection fee \$65.00</p>	<p>Additional or redesign due to changes in customer's initial proposal. ESA inspections covered by customer</p>

**TABLE 2**

<b>INSTRUMENT TRANSFORMERS AND CHAMBERS</b>						
Voltage	Phase	Wire	Service Size (Amperes)	Compartment Size	Number of Instrument Transformers	
					Current	Voltage
120/420	1	3	Up to 800	A	1 or 2	0
			Over 800	B		
208/120	3	4	Up to 800	B	3	3
416/240			Over 800	D	3	
600/347			Over 800	D	3	
600	3	3	Up to 800	A	2	2
			Over 800	C	2	

**COMPARTMENT SIZES (width x height x depth)**

A	-	762 mm x 762 mm x 305 mm	(30" x 30" x 12")
B	-	762 mm x 762 mm x 381 mm	(30" x 30" x 15")
C	-	762 mm x 914 mm x 381 mm	(30" x 36" x 15")
D	-	914 mm x 914 mm x 457 mm	(36" x 36" x 18")
	or	762 mm x 1067 mm x 457 mm	(30" x 42" x 18")

**NOTES:**

1. Instrument transformers will be supplied by the Customer and shall be installed in the switch gear by the manufacturer. The manufacturer shall not disassemble and/or change in any manner the Chapleau Public Utilities Corporation's equipment sent to the manufacturer.
2. Voltage transformer connections shall be connected on the line side of the current transformers. Current transformers shall be installed with their polarity marks towards the incoming Chapleau Public Utilities Corporation's supply.

**TABLE 3**

<b>SELF-CONTAINED SOCKET METERING</b>				
Voltage	Phase	Wire	Maximum Service Switch Size Rating Amperes	
120/240	1	3	200	
120/240	1	3	400 *	
208/120	3	4	200	
600/347	3	4	200	

\*Meter socket contains a 3 wire current transformer and transformer type meter.

- Notes:
1. A list of approved meter sockets is available upon request.
  2. Meter sockets shall be mounted so that the midpoint of the meter is set at 1700 mm  $\pm$  100 mm.
  3. Where the supply is grounded, 600 V. metering shall be 4 wire. Where the Customer does not require a neutral, 1 full size neutral conductor sized in accordance with Table 17 of the Ontario Electrical Safety Code must be provided to all meter cabinets or sockets. The neutral conductor is to be terminated in the socket (or cabinet) on an insulated block in accordance with the Ontario Electrical Safety Code.

## TABLE 4

Meter centres may be used for 750 V applications or less, as far as they meet the following specifications:

- 1) Side-hinged doors or panels shall be installed over all sections of the switchboard where Chapleau PUC may be required to work, such as unmetered sections and those sections containing breakers, switches and meter mounting devices. Hinged doors or panels shall have provision for sealing and padlocking in the closed position.
- 2) Breakers or switch handles shall have provision for positive sealing and padlocking in the “off” position.
- 3) Meter mounting devices shall be wired so as to be on the “load” side of the breakers or switches.
- 4) Each combination meter socket and breaker panel shall have adequate space for permanent Customer identification with respect to street address and/or unit number.
- 5) The centre of the bottom row of meter sockets shall be not less than 600 mm from the finished floor. The centre of the top row of meter sockets shall be not less than 1800 mm from the finished floor.
- 6) The distance between adjacent meter socket rims in the horizontal plane shall not be less than 152 mm.
- 7) The distance between adjacent meter socket rims in the vertical plane shall be as follows:
  - a) For 100 A., 4 or 5 jaw, not less than 76 mm.
  - b) For 100 A., 7 jaw, not less than 152 mm.
- 8) The meter mounting socket and sealing ring shall be acceptable to Chapleau PUC.
- 9) Where a neutral is required, the meter mounting device shall have a pre-wired, ungrounded neutral connection to the 5<sup>th</sup> or 7<sup>th</sup> terminal. The connection, if not made directly to the neutral bus, shall be not less than #12 AWG copper or equivalent.

## **Section 6 - REFERENCES**

1. Conditions of Service Toronto Hydro Electric System Limited.
2. Conditions of Service North Bay Hydro.
3. PUC Distribution Condition of Service