

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 } 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](http://www.collus.com/cos/Affiliate_Relationships_Code.pdf)
5. Transmission System Code
6. [http://www.collus.com/cos/Transmission System Code.pdf](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 I. H. S. A.

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 8:00 a.m. and 5:00 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.

Unless 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 DSC 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.

1.7.5 Repairs of Customer's Physical Structures

Depending on the ownership demarcation point, construction and maintenance of all civil works on private property owned by the Customer, including such items as transformer vaults, transformer rooms, transformer pads, cable chambers, cable pull rooms and underground conduit, will be the responsibility of the Customer. All civil work on private property must be inspected and accepted by Chapleau PUC and the Electrical Safety Authority.

The Customer is responsible for the maintenance and keeping conditions satisfactory to Chapleau PUC of its structural and mechanical facilities located on private property.

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 Licensee'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 Miscellaneous Charges

All miscellaneous charges that might arise from disputes, late payment, reconnection charges etc. can be found in the Distribution Rate Order Application. It has not been supplied here because of the ongoing changes that will occur to it.

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.

2.1.1. 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.

2.1.2 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 DCF 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.

2.1.3 Connection Denial

The Distribution System Code provides for the ability of a Distributor to deny connections. A Distributor is not obligated to connect a building within its service area if the connection would result in any of the following:

- Contravention of existing laws of Canada and the Province of Ontario
- Violations of conditions in Chapleau PUC's Licence
- Use of a distribution system line for a purpose that it does not serve and that the Distributor does not intend to serve
- Adverse affect on the reliability or safety of the distribution system

- Public safety reasons or imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system
- A material decrease in the efficiency of the distributor's distribution system
- A materially adverse effect on the quality of distribution services received by an existing connection
- Discriminatory access to distribution services
- If the person requesting the connection owes Chapleau PUC money for distribution services
- Potential increases in monetary amounts that already are in arrears with the distributor
- If an electrical connection to Chapleau PUC's distribution system does not meet Chapleau PUC's design requirements
- Any other conditions documented in Chapleau PUC's Conditions of Service document.

If Chapleau PUC refuses to connect a building in its service area that lies along one of its distribution lines, Chapleau PUC shall inform the person requesting the connection of the reasons for the denial, and where Chapleau PUC is able to provide a remedy, make an offer to connect. If Chapleau PUC is not capable of resolving the issue, it is the responsibility of the Customer to do so before a connection can be made.

2.1.4 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.

2.1.5 Relocation of Plant

When requested to relocate distribution plant, Chapleau PUC will exercise its rights and discharge its obligations in accordance with existing acts, by-laws and regulations including the *Public Service Works on Highways Act*, formal agreements, easements and law. In the absence of existing agreements, Chapleau PUC is not obligated to relocate the plant. However, Chapleau PUC shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner will include a response to the requesting party that explains the feasibility or unfeasibility of the relocation and a fair and reasonable charge for relocation based on cost recovery principles.

2.1.6 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.

2.1.7 Contracts

2.1.7.1 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.

2.1.7.2 Implied Contract

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

Any Person or Persons who take or use electricity from Chapleau PUC shall be liable for payment for such electricity. Any implied contract for the supply of electricity by Chapleau PUC shall be binding upon the heirs, administrators, executors, successors or assigns of the Person or Persons who took and/or used electricity supplied by Chapleau PUC.

2.1.7.3 Special Contracts

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

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

2.1.7.4.1 Payment by Building Owner

The owner of a Building is responsible for paying for the supply of electricity by Chapleau PUC to the owner's Building except for any supply of electricity to the Building by Chapleau PUC in accordance with a written request for electricity by an occupant(s) of the Building.

A Building owner wishing to terminate the supply of electricity to its Building must notify Chapleau PUC in writing. Until Chapleau PUC receives such written notice from the Building owner, the Building owner 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 (i.e. during certain periods of the winter).

2.1.7.4.2 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 in writing. Until Chapleau PUC receives such written 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

Chapleau PUC reserves the right to disconnect the supply of electrical energy for causes not limited to:

- Contravention of the laws of Canada or the Province of Ontario.
- Adverse effect on the reliability and safety of the distribution system.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system.
- A material decrease in the efficiency of the distributor's distribution system.
- A materially adverse effect on the quality of distribution services received by an existing connection.
- Discriminatory access to distribution services.

- Inability of Chapleau PUC to perform planned inspections and maintenance.
- Failure of the Consumer or Customer to comply with a directive of Chapleau PUC that Chapleau PUC makes for purposes of meeting its licence obligations.
- Overdue amounts payable to Chapleau PUC for the distribution or retail of electricity.
- Electrical disturbance propagation caused by Customer equipment that are not corrected in a timely fashion.
- Any other conditions identified in this Conditions of Service document.

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

2.2.1 Disconnection & Reconnection – Process and Charges

Immediately following the due date, steps will be taken to collect the full amount of the bill. If the bill is still unpaid fourteen calendar days after the due date, the service may be disconnected 10 days from date of disconnect notice and not restored until satisfactory payment arrangements have been made, including costs of reconnection. Such discontinuance of service does not relieve the Customer of the liability for arrears or minimum bills for the balance for the term of contract, nor shall Chapleau PUC be liable for any damage to the Customer's premises resulting from such discontinuance of service. Prior to shutting off the hydro, a service representative will make reasonable efforts to establish direct contact with the Customer.

Along with the disconnection notice, the customer will be given a hand out from the Ministry of Community and Correctional Services on Fire Safety while electricity has been disconnected.

Upon discovery that a hazardous condition or disturbance propagation (feedback) exists, Chapleau PUC will notify the Customer to rectify the condition at once. In case the Customer fails to make satisfactory arrangements to remedy the condition within seven calendar days after a disconnect notice has been given to the Customer, the service may be disconnected and not restored until satisfactory arrangements to remedy the condition have been made. Chapleau PUC shall not be liable for any damage to the Customer's premises resulting from such discontinuance of service. Disconnect notices will be in writing and if given by mail shall be deemed to be received on the third business day after mailing.

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

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

2.3.1 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.

2.3.2 Power Quality

2.3.2.1 Power Quality Testing

In response to a Consumer power quality concern, where the utilization of electric power adversely affects the performance of electrical equipment, Chapleau PUC will perform investigative analysis to attempt to identify the underlying cause.

Upon determination of the cause resulting in the power quality concern, where it is deemed a system delivery issue and where industry standards are not met, Chapleau PUC will recommend and/or take appropriate mitigation measures. Chapleau PUC will take appropriate actions to control power disturbances found to be detrimental to the Consumers. If Chapleau PUC is unable to correct the problem without adversely affecting other Chapleau PUC Consumers, then it is not obligated to make the corrections. If the problem lies on the Consumer side of the system, Chapleau PUC may seek reimbursement from the Consumer for the costs incurred in its investigation.

2.3.2.2 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.

2.3.2.3 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.

2.3.2.4 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.

2.3.2.5 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 2.3.2.4 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.

2.3.2.6 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.

2.3.2.7 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.

2.3.3 Electrical Disturbances

Chapleau PUC shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure as defined in Section 2.3.5 of this Conditions.

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

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

2.3.4 Standard Voltage Offerings

2.3.4.1 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.

2.3.4.2 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.

2.3.5 Voltage Guidelines

Chapleau PUC maintains service voltage at the Customer’s service entrance with the guidelines. See chart below.

| 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 lie outside the indicated limits for Normal Operating Conditions but within the indicated limits for Extreme Operating Conditions, improvement or corrective action should be taken on a planned and programmed basis, but not necessarily on an emergency basis. Where voltages lie outside the indicated limits for Extreme Operating Conditions, improvement or corrective action should be taken on an emergency basis. The urgency for such action will depend on many factors such as the location and nature of load or circuit involved, the extent to which limits are exceeded with respect to voltage levels and duration, etc.

Chapleau PUC shall practice reasonable diligence in maintaining voltage levels, but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the transmitter or host Distributor. Chapleau PUC shall not be liable for any delay or failure in the performance of any of its obligations under this conditions of Supply due to any events or causes beyond the reasonable control of Chapleau PUC, including, without limitation, severe weather, flood, fire, lightning, other forces of nature, acts of animals, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes (“Force Majeure”).

2.3.6 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.

2.3.7 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.

2.3.7.1 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

2.3.7.1.1 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.

2.3.7.1.2 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.

2.3.7.1.3 Special Enclosures

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

2.3.7.1.4 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.

2.3.7.2 Current Transformer Boxes

Where instrument transformers are incorporated in low voltage switchgear, the size of the chamber and number of instrument transformers shall be as shown in Table 2 appended to this Conditions. Installation must meet all of the Ontario Electrical Safety Code.

As an alternative to a separate CT box & meter, a single enclosure combining both functions may be feasible.

On all electrical services that require current transformers and the neutral for metering, an Isolated neutral block shall be provided in the current transformer box.

2.3.7.3 Interval Metering

Interval meters will be installed for any Customer wishing to participate in the spot market pass-through pricing. Prior to the installation of an interval meter, the Customer must provide a phone line jack in the meter cabinet. The Customer will be responsible for the installation and ongoing monthly costs of operating the phone line. A charge approved by the OEB for processing interval meters will be charged to Customers.

Other Customers that request 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), 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.

In keeping with the intent of the Legislation and accompanying amendments, once an interval meter installation is processed as part of the Distributors' settlement process and has affected the relevant changes to the Distributor's net system load shape, the installation must not be changed back to a non-interval meter installation.

Where a customer submits a request to read their own interval meter, the Distributor shall make this access available given the following conditions are met.

- The meter has the capability of read-only password protection
- The customer provides a signed copy of the "Interval Metering Access Agreement" to the Distributor

2.3.7.3.1 Interval Metering Communications

- Solid-state recorders and/or Electronic Interval Meters installed by the Distributor have provision for remote interrogation over a telephone line. To accommodate this feature, the Owner will provide shared access to a telephone line for the Distributor's metering purposes.
- At its sole discretion, for metering installations where loss of metering data would cause a substantial impact on a Distributor's Settlement System, the Distributor may require the phone line to be dedicated for metering purposes only.
- A voice quality telephone line, which is active 24 hours a day to the metering location extension jack, which is mounted on the metering board.
- Phone lines must be installed and functioning prior to the new service being energized.

2.3.7.4 Meter Reading

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

2.3.7.5 Final Meter Reading

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

2.3.7.6 Faulty Registration of Meters

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

In the event of incorrect electricity usage registration, 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 for all the energy supplied a reasonable sum 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 characteristics of the installation and/or the demand. If Measurement Canada, Industry Canada determines that the Customer was overcharged, Chapleau PUC will reimburse the Customer for the amount incorrectly billed.

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

2.3.7.7 Meter Dispute Testing

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

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

2.4 Tariffs and Charges

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 in major local newspapers.

2.4.1.1 Customers Switching to Retailer

There are no physical service connection differences between Standard Service Supply (SSS) Customers and third party retailers' Customers. Both Customer energy supplies are delivered through the local Distributor with the same distribution requirements. Therefore, all service connections requirements applicable to the SSS Customers are applicable to third party retailers' Customers.

2.4.1.2 Supply Deposits & Agreements

Where an owner proposes the development of premises that require Chapleau PUC to place orders for equipment for a specific project and before actual construction begins, the owner is required to sign the necessary Supply Agreement and furnish a suitable deposit before such equipment is ordered by Chapleau PUC.

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

2.4.2 Energy Supply

2.4.2.1 Standard Service Supply (SSS)

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

2.4.2.2 Retailer Supply

Customers transferring from Standard Service Supply (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 Electronic Business Transaction System EBT Express. 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.

2.4.3 Deposits

Chapleau Public Utilities Corporation requires the following deposit and prudential requirements before providing a Customer with Distribution Services, supply through Standard Service Supply or through Distributor Consolidated Billing.

- 1) Except for Customers who meet the deposit waiver conditions described below, all Customers are required to either pay a security deposit or provide a guarantee to Chapleau Public Utilities Corporation for payment of all monies owing.
- 2) Security deposits for Residential Customers shall be in the form of cash or cheque. Security deposits for Non-Residential Customers shall be in the form of cash, cheque or an irrevocable (standby) letter of credit, a bond or a letter of guarantee from a reputable third party (i.e. parent company or customer of the Corporation whose account is in good standing). Note: The following statement must be included on the irrevocable letter of credit: “It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.”
- 3) The amount of the security deposit will be calculated as follows:
 - Residential Customer Billed Monthly – the average monthly bill for the residence in question (over the most recent 12 consecutive months within the past two years) multiplied by 2.5.
 - Non Residential Customer – in any rate class other than a <50 kW demand rate who has a credit rating from a recognized credit rating agency shall have the maximum amount of a security deposit reduced according to the following table:

Credit Rating Allowable Reduction in Security Deposit
(Using Standard and Poor Rating Terminology)

| | |
|---|------|
| AAA – and above or equivalent | 100% |
| AA-, AA, AA+ or equivalent | 95% |
| A-, From A, A+ to below AA or equivalent | 85% |
| BBB-, From BBB, BBB+ to below A or equivalent | 75% |
| Below BBB- or equivalent | 0% |

- 4) A minimum of 25% of the required deposit must be paid before the service is transferred into the new customers name. The remaining 75% will be billed on the first three regular utility bills and must be paid by the due date of said bills or an immediate disconnection will be ordered.
- 5) Security Deposits will be reviewed annually. Deposits will be increased at that time if a recalculation warrants same. Deposits will be returned to the Customer if it is proven that the Customer is now in a position to be exempt from paying a Deposit. Returned amounts will usually be credited to the Customer’s account.

- 6) Security deposits or guarantees may be waived if the following conditions are met:
 - a) Residential customers provide evidence of a good payment record during the previous one (1) year with another distributor or gas distributor in Canada.
Non-Residential customers in a <50kW demand rate class provide a good record of five (5) years and customers in any other rate class provide a good record of seven (7) years.
 - b) The customer provides a satisfactory credit check made at the customer's expense.
- 7) Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on an Chapleau Public Utilities Corporation account when the account is closed at which time any excess deposit funds will be refunded to the Customer. However, the Utility reserves the right to transfer a deposit credit to the customer's new outstanding deposit account. The Security deposit will be returned within six weeks of the closure of the account.
- 8) The interest rate on cash deposits shall be at the Prime Business Rate less 2% and will be applied to the deposit, on receipt of the total deposit, on a yearly basis or on return or application of the security deposit or closure of the account, whichever comes first. Non-cash security (i.e. letter of credit) will be applied after the final-bill-due-date, if full payment is not received from the Customer.

2.4.4 Billing

Chapleau PUC may, at its option, 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.

Where billing errors have resulted in over billing, the Customer will be credited with the amount erroneously paid for a period not exceeding six years.

Where billing errors have resulted in under billing, the Customer shall be charged with the amount erroneously not billed for a period not exceeding two years, in the case of an individual residential customer who was not responsible for the error and six years, in other cases.

2.4.5 Payments and Overdue Account Interest Charges

Bills are rendered for energy services provided to the Customer. Bills are payable in full by the due date; otherwise, overdue interest charge will apply. Where a partial payment has been made by the Customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date. In the event of partial payment by a Customer, payments shall be allocated by the portions of the bill covering competitive and non-competitive electricity costs based on the ratios of the amount billed for competitive and non-competitive costs. Outstanding bills are subject to the collection process and may ultimately lead to the service being discontinued. Service will be restored once satisfactory payment has been made. Discontinuance of service does not relieve the Customer of the liability for arrears.

Chapleau PUC shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service. A reconnection charge will apply where the service has been disconnected due to non-payment.

The Customer will be required to pay additional charges for the processing of non-sufficient fund (N.S.F.) cheques (\$15.00).

There will be no late payment charges applied to the account within a 16-calendar day of the date of our mailing. Late payment charges of 1.5% per month will be applied after the due date.

Additional charges may be made for costs associated with the continued non-payment for amounts due, including costs of additional notices and of shutting off and reconnecting the utility.

NOTE: The late payment charge applied to your account after the due date is not an extension of credit.

Disconnect notices will be issued following due date, with disconnect date 10 days after due date. Prior to shutting off the utility, a service representative will make reasonable efforts to establish direct contact with the Customer. Chapleau PUC has adopted zero tolerance policy as follows:

Hydro bills will be issued on the 15th or 16th day of every month.

The due date will be the 1st day of every month.

A penalty of 1.5% will be applied immediately after the due date.

Following application of 1.5% penalty, disconnect notices will be mailed, disconnect date being 10 days after.

If the 1st day of the month should fall on a weekend, the following business day will be considered the due date.

2.5 Customer Information

A third party who is not a retailer may request historical usage information with the written authorization of the Customer.

A retailer and Customer must follow the rules set out in Chapter 11 of the Retail Settlement Code. This will also be the rules Chapleau PUC will follow at all times.

- 2.5.1** Chapleau PUC shall use its discretion in taking action to mitigate unauthorized energy use. Upon identification of possible unauthorized energy use, the Distributor shall notify if appropriate, Measurement Canada, The Electrical Safety Authority, Police Officials, Retailers that service customers affected by an unauthorized energy use or other entities.

Chapleau PUC may recover, from the parties responsible for the unauthorized energy use, all costs incurred by the PUC arising from unauthorized energy use, including an estimate of the energy used, inspection and repair costs. A \$2,000.00 general administration fee may be charged to the parties responsible in addition to all direct costs incurred by the PUC.

A service disconnected due to unauthorized use of energy shall not be reconnected until such time as all arrears resulting from the unauthorized use has been resolved to the satisfaction of the PUC.

Section 3 – CUSTOMER CLASS SPECIFIC

3 CUSTOMER CLASS SPECIFIC

3.1 Residential

Refer to Table 1 for Point of Demarcation, Standard Allowance and Connection Fees for Residential Services.

3.1.1 Overhead Services

3.1.1.1 Minimum Requirements

In addition to the requirements of the Ontario Electrical Safety Code (latest edition), the following conditions shall apply:

- (i) This point of attachment device must be located:
 - (a) Not less than 4.5 metres (15 feet) nor greater than 5.5 metres (18 feet) above grade (to facilitate proper ladder handling techniques). Building must have a minimum offset from property line of 1.2 metres (4 feet).
 - (b) Between 150 millimeters and 300 millimeters (6 – 12 inches) below the service head.
- (ii) Clearance must be provided between utility conductors and finished grade of at least 6 metres (19 feet) over traveled portions of the road allowance and 4.5 metres (15 feet) over all other areas.

A minimum horizontal clearance of 1.0 metres (39 inches) must be provided from utility conductors and any second storey windows.
- (iii) A large, 4 jaw meter socket of an approved manufacturer shall be provided. Certain areas will require a 5-jaw socket as determined by Chapleau PUC. The Customer should contact Chapleau PUC to confirm details.
- (iv) Clear unobstructed access must be maintained to and in front of the meter location.
- (v) The approved meter base shall be mounted directly below the service mast such that the midpoint of the meter is 1.73 m (\pm 100 mm) above finished grade within 914 mm of the face of the building (in front of any existing or proposed fence), unless otherwise approved by Chapleau PUC.

3.1.2 Underground Services for Individual Residences

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

The owner shall pay for any necessary road crossings.

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

It is the responsibility of the owner or his/her contractor to obtain clearances from all of the utility companies (including Hydro) before digging.

The owner shall provide unimpeded access for Chapleau PUC to install the service.

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

3.2 General Service

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

- Required in-service date
- Proposed Service Entrance equipment's Rated Capacity (Amperes) and Voltage rating and metering requirements
- Proposed Total Load details in kVA and/or kW (Winter and Summer)
- Locations of other services, gas, telephone, water and cable TV
- Details respecting heating equipment, air-conditioners, motor starting current limitation and any appliances which demand a high consumption of electrical energy.
- Survey plan and site plan indicating the proposed location of the service entrance equipment with respect to public rights-of-way and lot lines

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

(c) Chapleau PUC is responsible for the maintenance and repairs of its Connection Assets **but not** the Transformer Room(s) or any other civil structure that forms part or is part of the Customer's building.

- (d) When effecting changes the Customer shall maintain sufficient clearances between electrical equipment and Buildings and other permanent structures to meet the requirements of the Ontario Electrical Safety Code and the Occupational Health & Safety Act and Regulations.
- (e) It is the responsibility of the owner or his/her contractor to obtain clearances from all of the utility companies (including Hydro) before digging. Refer to Table 1 for Point of Demarcation, Standard Allowance and Connection Fees for General Service.

3.2.1 Electrical Requirements (as applicable)

For low voltage supply, the Customer's service entrance equipment shall be suitable to accept conductors installed by Chapleau PUC. The Customer's cables shall be brought to a point determined by Chapleau PUC for connection to Chapleau PUC's supply.

The owner is required to supply and maintain an electrical room of sufficient size to accommodate the service entrance and meter requirements of the tenants and provide clear working space in accordance with the Ontario Electrical Safety Code.

Access doors, panels, slabs and vents shall be kept free from obstructing objects. The Customer will provide unimpeded and safe access to Chapleau PUC at all times for the purpose of installing, removing, maintaining, operating or changing transformers and associated equipment.

The electrical room 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 the Ontario Building Code and shall be located indoors.

Outside doors providing access to electrical rooms must have at least 150-mm clearance between final grade and the bottom of the door. Electrical rooms 'on' or 'below' grade must have a drain including a "P" trap complete with a non-mechanical priming device and a backwater valve connected to the sanitary sewer. The electrical room floor must slope 6-mm/300 mm or 2% towards the drain.

The electrical room shall have a minimum ceiling height of 2.2 m clear, be provided with adequate lighting at the working level, in accordance with Illuminating Engineering Society (I.E.S.) standards, and a 120 V convenience outlet. The lights and convenience outlet noted above and any required vault circuit shall be supplied from a panel located and clearly identified in the electrical room.

3.2.2 Underground Service Requirements

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

The Customer is responsible to maintain all its structural and mechanical facilities on private property in a safe condition satisfactory to Chapleau PUC.

The Customer will be responsible for Chapleau PUC's costs associated with re-design and inspection services due to changes or deviations initiated by the Customer or its agents or any other body having jurisdiction.

It is the responsibility of the owner or his/her contractor to obtain clearances from all of the utility companies before digging.

It is the responsibility of the owner to contact Chapleau PUC to inspect each trench prior to the installation of Chapleau PUC's cables.

3.2.3 Temporary Services (other than Residential)

A temporary service is a normally metered service provided for construction purposes or special events. Temporary services can be supplied overhead or underground. The Customer will be responsible for all associated costs for **the installation and removal** of equipment required for a temporary service to Chapleau PUC's point of supply. Temporary services may be provided for a period of no more than 12 months. Temporary services must be renewed thereafter if an extension is required and the equipment for such temporary service must be reinspected at the end of the 12-month period.

Subject to the requirements of Chapleau PUC, supply will be connected after receipt of a 'Connection Authorization' from the Electrical Safety Authority.

Where meter bases are required, they must be approved by Electrical Safety Authority and shall be securely mounted on minimum 152 mm diameter poles so that the midpoint of the meter is 1.73 m (\pm 100 mm) from finished grade.

In the case of temporary overhead services, the Customer shall leave 760 mm of cable at the masthead for connection purposes.

In the case of temporary underground services, the Customer's cable shall extend to Chapleau PUC's point of supply.

3.3 General Service (Above 50 kW)

All non-residential Customers with an average peak demand between 50 kW and 999 kW over the past twelve months are to be classified as General Services above 50 kW. For new Customers without prior billing history, the peak demand will be based on 90% of the proposed capacity or installed transformer.

3.3.1 Electrical Requirements

Where the size of the Customer's electrical service warrants, the Customer will be required to provide facilities on its property and an easement as required (i.e. on the premises to be served), acceptable to Chapleau PUC, to house the necessary transformer(s) and/or switching equipment. Chapleau PUC will provide planning details upon application for service.

Chapleau PUC will supply, install and maintain the electrical transformation equipment within the transformer vault or pad. Chapleau PUC has the right to have this equipment connected to its distribution system.

The owner is required to supply and maintain an electrical room of sufficient size to accommodate the service entrance and meter requirements of the tenants and provide clear working space in accordance with the Ontario Electrical Safety Code.

The electrical room 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 the Ontario Building Code, and shall be located indoors.

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

3.4 Embedded Generation

3.4.1 General

An Embedded Generator shall provide the Distributor with proof of compliance of IESO or OEB registration Requirements, and appropriate Licences.

http://www.collus.com/cos.Generator_Application.pdf

The Distributor shall collect costs reasonably incurred with making an offer to connect a generator from the entity requesting the connection. Costs reasonably incurred include costs associated with:

- Preliminary review for connection requirements.
- Detailed study to determine connection requirements.
- Final proposal to the generator.

A Generator that is or wishes to become connected to the distributors' distribution system shall enter into a Connection Agreement with the Distributor.

If damage or increased operating costs result from a connection with a Generator, the Generator shall reimburse the Distributor for these costs.

The Embedded Generator is responsible for providing suitable embedded generator equipment to protect his plant and equipment for any conditions on the distributor and interconnected transmission systems such as reclosing, faults and voltage unbalance.

To incorporate the connection of embedded generator to the distribution system, the line/feeder protection including settings and breaker reclosing circuits must be reviewed and modified if necessary by the distributor or transmission authority. This process may be complex and may require significant time.

The embedded generator must submit a proposed single line diagram and protection scheme for review to the distributor contact as identified by the distributor.

Based on the transformer connection proposed by the embedded generator additional significant protection cost may be incurred (e.g. delta HV transformer winding may require 3 phase HV breaker / reclosure device). The embedded generator shall not order the protection equipment and transformer until the station line diagram is reviewed and accepted by the distributor.

The purpose of the distributor review is to establish that the embedded generator electrical interface design meets the distributor requirements.

The protection schemes shall incorporate adequate facilities for testing/maintenance.

Negative phase sequence protection shall be installed where required, to detect abnormal system condition as well as to protect the generator.

The embedded generator may be required to install utility grade relays for those protections that could affect the distributor or transmission authority system.

The embedded generator may be required to submit a Ground Potential Rise study for review by the distributor, if telecommunications circuits are specified for remote transfer trip protection.

3.4.2. Protection

The embedded generator should provide protection systems to cover the following conditions:

3.4.2.1. Internal Faults:

The Generator should provide adequate protections to detect and isolate generator and station faults.

3.4.2.2. External Faults:

The protection system should be designed to provide full feeder coverage complete with a reliable DC supply. In some cases redundancy in protection schemes may be required.

Normally the following fault detection devices are required for synchronous generator(s) installation(s).

3.4.2.3. Ground Faults:

When the HV winding of the Generator station transformer is wye connected with the neutral solidly grounded, then ground over-current protection in the neutral is required to detect ground faults.

If the Embedded generator station transformer HV winding connected to the Distributor system is ungrounded wye or delta, then ground under-voltage and ground over-voltage protections shall be required to detect ground faults.

Depending on the size, type of generator and point of connection, a distributor may require the relaying system to be duplicated, complete with separate auxiliary trip relays and separately fused DC supplies to ensure reliable protection operation and successful isolation of the embedded generator.

3.4.2.4. Phase Faults:

To detect phase faults, at least one of the following protections should be installed with acceptable redundancy where required depending on fault values:

- Distance
- Phase directional over-current
- Voltage-restrained over-current
- Over-current
- Under-voltage

3.4.2.5. Islanding/Abnormal Conditions:

Voltage and frequency protections are required to separate the embedded generator from the distribution system for an islanded condition and thus maintain the quality of supply to distribution system customers. This also will enable speedy restoration of the distribution system.

Typically, the protections required to detect islanding/abnormal conditions are:

- Over-voltage
- Under-voltage
- Over-frequency
- Under-frequency
- Voltage-balance

The above protections should be timed to allow them to ride through minor disturbances.

3.4.3 Induction Generator

Due to the operating characteristics of the induction generator the protection package required is normally less complex than the synchronous generator. An embedded generator should design the protection scheme to trip for the same conditions as stated for synchronous generators. An induction generator is an asynchronous machine that requires an external source such as a healthy distribution system to produce normal 60 Hz power. Alternatively, if there is an outage in the distribution system then there is unlikely to be 60 Hz output from the induction generator. In certain instances, an induction generator may continue to generate electric power after the source is removed. This phenomenon, known as self-excitation, can occur whenever there is sufficient capacitance in parallel with the induction generator to provide the necessary excitation and when the connected load has certain resistive characteristics.

3.4.4 DC Remote Tripping / Transfer Tripping

Remote or transfer tripping may be required between the Generator and the feeder circuit breaker if the Generator is connected as a critical location in the distribution system. This feature will provide for isolation of the embedded generator when certain faults or system disturbances are detected at the feeder circuit breaker location.

Additional Protection Features, such as Remote Trip and Generator end open signal, may be required in some applications.

3.4.5 Maintenance

An Embedded Generator shall have a regular scheduled maintenance plan to assure the Distributor that all connection devices and protection & control systems are maintained in good working order. These provisions shall be included in the Connection Agreement. A complete copy of the inspection report shall be delivered to the Distributor within 30 days.

In developing a maintenance plan, the Generator should consider the following requirements:

- Qualified personnel should carry out all inspections and repairs.
- Periodic tests should be performed on protection systems to verify that the system operates as designed. Testing intervals for protection systems should not exceed four (4) years for microprocessor-based systems and two (2) years for electro-mechanical based systems.
- Isolating devices at the point of connection should be operated at least once per year.
- The Generator facility should be inspected visually at least once per year to note obvious maintenance problems such as broken insulators or other damaged equipment.

- Any deficiencies identified during inspections shall be noted and repairs scheduled as soon as possible, with timing dependent on the severity of the problem, due diligence concerns (of both the Distributor and the Generator) and financial and material requirements. The Distributor shall be notified of any deficiencies involving critical protective equipment.
- The Distributor shall be provided with copies of all relevant inspection and repair reports that may affect the protection and performance of the Distributors' systems. The Distributor has the right to witness any relevant test being performed by the generator.

Embedded Market Participant

An Embedded Market Participant shall provide the Distributor with proof of compliance of IESO registration Requirements, and appropriate Licences and the Distribution System Code.

Where the Conditions of Service of this Distributor exceed the technical requirements of any other licence or participant obligations, these Conditions of Service shall take precedence.

The Embedded Market Participant must meet at a minimum, the standards as set out in these Conditions of Service in order to connect to the Distributors' distribution facilities.

3.5 Embedded Distributor

An Embedded Distributor shall provide the Distributor with proof of compliance of IESO and OEB registration Requirements, and appropriate Licences and the Distribution System Code.

Where the Conditions of Service of this Distributor exceed the technical requirements of any other licence or participant obligations, these Conditions of Service shall take precedence.

The Embedded Distributor must meet at a minimum, the standards as set out in these Conditions of Service in order to connect to the Distributors' distribution facilities.

3.6 Unmetered Connections

3.7 Unmetered Services

Unmetered Loads are Loads that are billed based on an estimated usage and Load profile. CPUC has the sole right to determine if a Load is to be classified as unmetered.

Unmetered loads are intended for small Load use within the public Road Allowance. The specific Service is for publicly owned utility plant, other utilities that are licensed for their plant access with the road authority, government agencies, traffic signals, communication power supplies, bus shelters, railroad signals and telephone booths. These services do not normally require system Enhancements or Expansions for connection. When unmetered Service connections are requested and system Enhancements or Expansions are needed, the Customer shall bear the cost of such connection. The Customer must contact CPUC for a quote.

When a Customer is eligible for an unmetered service and has chosen such, CPUC may choose to meter the load at any time and for any duration to, for example, verify or study typical usage (i.e., amount or profile) at the Customer's expense. Also, when requested by CPUC, the Customer or Consumer shall undertake at their cost, electrical usage profile studies by using either a CPUC acceptable certified lab or acceptable in-field metering unit. The interim results and final report shall be provided to CPUC in an acceptable format and time. Unmetered Consumers shall not allow other Consumers to use unmetered electrical power from their system without the written consent of CPUC.

By selecting the unmetered service option, the Customer gives CPUC consent to share or release load detail, plus energy and demand data to persons including, but not limited to, utilities, electrical associations, interest groups and CPUC's regulators or as required by law. However, unless required by law or with the Customer or Consumer's written consent, their identity shall remain confidential and not be disclosed by CPUC. Except otherwise noted, these conditions do not apply to metered services.

3.7.1 Street Lighting

All services supplied to street lighting equipment owned by or operated for a municipality or the Province of Ontario shall be classified as Street Lighting Service. For rate structure details refer to Chapleau PUC's Distribution Rate Order Application.

Street Lighting plant, facilities, or equipment owned by the Customer are subject to the Electrical Safety Authority (ESA) requirements.

Street lights belonging to the Municipality are maintained only on an hourly basis according to Chapleau PUC's rates. Any new installs or repairs require a Master Electrician to be contacted.

Ownership demarcation point will be line side of fuse, if no fuse, point of connection on Distributor's feed pole/lines.

3.7.2 Traffic Signals and Pedestrian X-Walk Signals/Beacons

Traffic signals and pedestrian x-walk signals/beacons are billed flat rate unless metered. Christmas lights are billed flat rate one time per year, and varies depending on the number of lights installed that year.

Ownership demarcation point will be top of Customer's service mast, if overhead. For new services, there exists a \$30.00 set up fee. Re-design and inspection services are at the expense of the Customer. The Customer is responsible for the cost to maintain and repair the equipment. Demarcation point for underground services will be the line side of the underground meter socket.

4 SECTION 4 GLOSSARY OF TERMS

Sources for definitions:

A Electricity Act, 1998, Schedule A, Section 2, Definitions
MR Market Rules for the Ontario Electricity Market, Chapter 11, Definitions
TDL Transitional Distribution License, Part 1, Definitions
TTL Transitional Transmission License, Part 1, Definitions
DSC Distribution System Code Definitions
RSC Retail Settlement Code Definitions
DCF Discounted Cash Flow
I E S O

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

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

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

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

“apparent power” means the total power measured in kilo Volt Amperes (kVA);

“application for service” means the agreement or contract with Chapleau PUC under which electrical service is requested;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“distribution losses” means energy losses that result from the interaction of intrinsic characteristics of the distribution network such as electrical resistance with network voltages and current flows; (DSC)
“distribution loss factor” means a factor or factors by which metered loads must be multiplied such that when summed equal the total measured load at the supply point(s) to the distribution system;
(RSC)

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

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

“Distribution System Code” means the code, approved by the Board, and in effect at the relevant time, which, among other things, establishes the obligations of 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;
(TDL, DSC)

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

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

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

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

“electric service” means the Customer’s conductors and equipment for energy from Chapleau PUC;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“IEC” means International Electrotechnical Commission;

“IEEE” means Institute of Electrical and Electronics Engineers;

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

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

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

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

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

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

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

“main service” refers to Chapleau PUC’s 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;
(MR, TDL, DSC)

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

“meter service provider” means any entity that performs metering services on behalf of a distributor;
(DSC)

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

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

“metering services” means installation, testing, reading and maintenance of meters;
(DSC)

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

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

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

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

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

“normal operating conditions” means the operating conditions comply with the standards set by the Canadian Standards Association (“CSA”) Standard CAN3-C235-87 (latest edition);

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

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

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

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

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

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

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

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

“power factor” means the ration between Real Power and Apparent Power (i.e. kW/kVA);

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

“private property” means the property beyond the existing public street allowances;

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

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

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

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

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

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

“retail” with respect to electricity means,

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

(A, MR, TDL, DSC)

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

“retailer” means a person who retails electricity;

(A, MR, TDL, DSC)

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

“service agreement” means the agreement that sets out the relationship between a licensed retailer and a distributor, in accordance with the provisions of Chapter 12 of the Retail Settlement Code;

(RSC)

“service area” with respect to a distributor, means the area in which the distributor is authorized by its license to distribute electricity;

(A, TDL, DSC)

“service date” means the date that the Customer and Chapleau PUC mutually agree upon to begin the supply of electricity by Chapleau PUC;

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

(TDL)

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

“supply voltage” means the voltage measured at the Customer’s main service entrance equipment (typically below 750 volts). Operating conditions are defined in the Canadian Standards Association (“CSA”) Standard CAN3-C235 (latest edition);

“temporary service” means an electrical service granted temporarily for such purposes as construction, real estate sales, trailers, et cetera;

“terminal pole” refers to the Chapleau PUC’s distribution pole on which the service supply cables are terminated;

“total loss” means the sum of distribution losses and unaccounted for energy;

(DSC)

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

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

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

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

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

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

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

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

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

“wholesale market participant”, means a person that sells or purchases electricity or ancillary services through the IMO-administered markets;
(RSC, DSC)

“wholesale settlement cost” means costs for both competitive and non-competitive electricity services billed to a distributor by the IMO or a host distributor, or provided by an embedded retail generator or by a neighboring distributor;
(RSC, DSC)

“wholesale supplier” means a person who sells electricity or ancillary services through the IMO-administered markets or directly to another person, other than a ‘Consumer’;
(TDL, DSC)

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 padmount 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 padmount 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

| INSTRUMENT TRANSFORMERS AND CHAMBERS | | | | | | |
|---|-------|------|---------------------------|---------------------|---|---------|
| 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

| SELF-CONTAINED SOCKET METERING | | | | |
|---------------------------------------|-------|------|--|--|
| 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 5th or 7th 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.