



# CONDITIONS OF SERVICE

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# CONDITIONS OF SERVICE

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# SECTION 1 INTRODUCTION

## 1.1 Identification of Distributor and Territory

Erie Thames is a corporation, incorporated under the laws of the Province of Ontario to distribute electricity.

Erie Thames is licensed by the Ontario Energy Board “OEB” to distribute electricity to Customers in the service area described in Erie Thames Distribution License, ED-2002-0516 (the “Licence”).

Additionally there are requirements imposed on Erie Thames by the various codes referred to in the License and by the *Electricity Act* and the *Ontario Energy Board Act*.

### 1.1.1 General

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

Erie Thames will normally provide one electrical service to each customer location at a nominal service voltage.

Modifications to an existing service must comply with the requirements of the standards in effect at the time of the modifications.

The customer or their authorized representative must make application for new or upgraded electric services and temporary power services.

The customer or their representative shall consult with Erie Thames concerning the availability of supply, the voltage of supply, service location, metering and any other details. These requirements are separate from and in addition to those of the Electrical Inspection Authority. Erie Thames will confirm, in writing, the Characteristics of Electric Supply available at a specific site.

The customer is required to provide Erie Thames 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.*

If special equipment is required or equipment delivery problems occur then longer lead times may be necessary. The customer will be notified of any extended lead times.

Customers will be required to pay the cost of repair or replacement of Erie Thames equipment that has been damaged through the customers’ action or neglect.

The supply of electricity is conditional upon Erie Thames being permitted and able to provide such a supply, obtaining the necessary apparatus and material, and constructing works to provide the service. Should Erie Thames not be permitted to supply or not be able to do so, it is under no responsibility to the customer whatsoever.

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 Erie Thames, interfere with the proper and safe operation of Erie Thames's facilities or adversely affect compliance with any applicable legislation in the sole opinion of Erie Thames.

Prior to commencing any service work, the customer must consult with Erie Thames to ensure compliance with current requirements.

Customers may be required to pay Capital Contributions for the addition of new electrical services based on the requirements of the Distribution System Code.

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

Erie Thames and the Customer shall comply with all Applicable Laws, including the provisions of the latest editions of the following documents:

1. *Electricity Act, 1998*
2. *Ontario Energy Board Act, 1998*
3. *Distribution Licence ED-2002-0526*
4. *Affiliate Relationships Code*
5. *Distribution System Code*
6. *Retail Settlements Code*
7. *Standard Service Supply Code*
8. *Transmission System Code*

In the event of a conflict between this document and the Distribution Licence or regulatory Codes issued by the OEB, or the *Electricity Act*, the provisions of the Act, the Distribution License and associated regulatory Codes shall prevail.

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. The work shall be conducted in accordance with the Ontario Occupational Health and Safety Act, the Regulations for Construction Projects and the E&USA (or the OHSC Safety) rulebook.

## **1.3 Interpretations**

In these Conditions, unless the context otherwise requires:

- *Headings and underlining are for convenience only and do not affect the interpretation of these Rules.*
- *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 these Conditions of Service and any amendments made from time to time form part of any Contract made between Erie Thames and any connected Customer, Generator or their agents.

In the event of changes to this Conditions of Service, a Public notice shall be made in the form of a

customer bill note and/or a notice on Erie Thames Website.

The Customer is responsible for contacting Erie Thames to ensure that the Customer has, or to obtain the current version of the Conditions of Service.

## **1.5 Contact Information**

For general inquiries, Erie Thames Powerlines can be contacted during normal business hours: Monday to Friday between 8:30 am to 4:30 pm at 519-485-1820 or toll free 1-877-850-3128, by email at [info@erithamepower.com](mailto:info@erithamepower.com) or by writing to:

Erie Thames Powerlines Corporation  
P.O. Box 157, 143 Bell Street  
Ingersoll ON N5C 3K5

*For emergency purposes during or after normal business hours, Customers can call Erie Thames at 1-877-850-3128.*

## **1.6 Customer Rights**

In those instances where the Customer will own their secondary or primary service, the Customer has the right to hire a Contractor to supply and install the service.

The customer has the right to demand identification from any person purporting to be an authorized agent or employee of Erie Thames.

A customer, who believes that he has suffered damages to his property or equipment as a result of negligence on the part of Erie Thames, may submit a written claim for damages to Erie Thames. Erie Thames will investigate the claim and respond in writing within 10 business days of the receipt of the claim.

## **1.7 Distributor Rights**

In those instances where the Customer has the authority to hire a Contractor to construct plant which will become part of Erie Thames' system, Erie Thames shall have the right to require the Contractor to submit proof of previous experience and satisfactory performance, and, Erie Thames shall have the right to investigate such proof and approve the Contractor prior to the Owner awarding a contract for the work to the Contractor.

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

## **1.8 Disputes**

If, following good faith negotiations between a customer or other market participant and Erie Thames, a resolution cannot be reached, the dispute may be submitted to a dispute resolution process.

Any dispute which shall arise between Erie Thames and a customer(s) and other market participants subject to the terms of these Conditions of Service concerning the rights, duties or obligations of Erie Thames or others subject to these Conditions of Service, shall be subject to the following dispute resolution procedure:

## **Mediation**

- Either party (the “Initiating Party”) may invoke the dispute resolution procedure by sending a written notice to the other party (the “Respondent Party”) describing the nature of the dispute and designating a representative of the Initiating Party with appropriate authority to be its representative in negotiations relating to the dispute. The responding Party shall, within five business days of the receipt of such notice, send a written notice to the Initiating Party, designating a representative of the Responding party with the appropriate authority to be its representative in negotiations relating to the dispute.
- Within ten business days of the receipt by the Initiating Party of the written notice of the Responding Party the designated representatives shall enter into good faith negotiations with a view to resolving the dispute. If the dispute is not resolved in thirty days of the commencement of such negotiations, or such longer period as may be agreed upon, either party may, by written notice to the other party, require that the parties be assisted in their negotiations by a mediator. The mediator shall be acceptable to both parties and have knowledge and experience in the matter under dispute, or professional qualifications, or experience in alternative dispute resolution, or both. The parties shall thereafter participate in mediation with the mediator through such process as the mediator, in consultation with the parties, may determine.
- None of the parties shall be deemed to be in default of any matter being mediated, until effective or after the date mediation fails.

## **Referral to Dispute Resolution**

Any dispute that is not resolved through mediation as described above shall be referred to the Ontario Energy Board dispute resolution agency according to the following procedure:

- Upon the written demand of either of the parties, the dispute shall be referred to the disputes resolution agency that has been appointed by the Ontario Energy Board.

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

### **2.1 Connections**

This section includes information that is applicable to all customer classes of Erie Thames. Items that are applicable to only a specific customer class are covered in Section 3.

#### **2.1.1 Building that Lies Along**

As provided in Section 28 of the *Electricity Act 1998* Erie Thames has the Obligation to connect any Building that ‘lies along’ its distribution system. A building ‘lies along’ a distribution line if it can be connected to Erie Thames’s distribution system, and meets the conditions listed in the Conditions of Service of Erie Thames who owns or operates the distribution line.

A Building that ‘lies along’ a distribution line may be refused connection to that line should the connection have an adverse effect on the reliability or safety of the distribution system.

#### **2.1.2 Expansions / Offer to Connect**

Under the terms of the Distribution System Code Section 3.1, a Distributor has the Obligation to make an Offer to Connect any Building that ‘lies along’ its distribution system. Erie Thames may refuse to connect a customer for the reason described in subsection 2.1.3 of Erie Thames Conditions of Service. The Offer to Connect must be fair and reasonable and be based on Erie Thames design standard. The Offer to Connect must also be made within a reasonable time from the request for connection.

Erie Thames may require a customer to pay all or a part of the costs of electrical plant installed to supply only that customer. Such capital contributions will be calculated using the guidelines set out by the OEB in the Distribution System Code.

#### **2.1.3 Connection Denial**

The Distribution System Code in section 3.1 sets out the conditions for a Distributor to deny connections. A Distributor is not obligated to connect a building within its service territory if the connection would result in any of the following:

- Contravention of existing Canadian Laws, and those of the Province of Ontario.
- Violations of conditions in a Distributors’ Licence.
- Materially adverse effect on the reliability or 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 Erie Thames’s distribution system.
- A materially adverse effect on the quality of distribution services received by an existing connection.
- If the person requesting the connection owes Erie Thames money for distribution services, or for non-payment of a security deposit. Erie Thames shall give the person a reasonable opportunity to

provide the security deposit consistent with Section 2.4.20 of the Distribution System Code.

#### **2.1.4 Inspections Before Connections**

Erie Thames has the right to request an inspection prior to any connection.

All customer electrical installations shall be inspected and approved by the Electrical Safety Authority, referred to herein as the ESA.

Erie Thames requires notification from the ESA of this approval prior to the connection of a customer's service.

Services that have been disconnected for a period of six months or longer shall also be re-inspected and approved by the ESA prior to reconnection.

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

Erie Thames reserves the right to inspect and approve Transformer rooms, Vaults and Pads prior to during and following the installation of equipment.

Provision for metering shall be inspected and approved by Erie Thames prior to connection.

Customer owned substations must be inspected by both the Electrical Safety Authority and Erie Thames, prior to connection to the Distribution system.

Duct banks and road crossings shall be inspected and approved by Erie Thames prior to the pouring of concrete and again before backfilling.

Erie Thames reserves the right to inspect any underground trenches prior to backfilling.

Erie Thames reserves the right to approve the installation and location of all submarine cable. All documentation and permits required for laying of submarine cable must be provided to Erie Thames. The installation of submarine cable must meet the requirements of all governing legislation.

All work done on existing Distributor plant must be authorized by Erie Thames and carried out in accordance with all applicable safety acts and regulations.

In accordance with the Distribution System Code, if Erie Thames refuses to connect a building in its service territory that lies along one of its distribution lines, Erie Thames shall inform the person requesting the connection of the reasons for not connecting, and where Erie Thames is able to provide a remedy, make an offer to connect. If Erie Thames is unable to provide a remedy to resolve the issue, it is the responsibility of the customer to do so before a connection can be made.

#### **2.1.5 Relocation of Plant**

Erie Thames will, where feasible, accommodate requests to relocate electrical plant such as poles and metal enclosed equipment.

The customer will be required to pay all of the costs incurred by the relocation.

Requests by civic authorities to relocate distribution facilities will be done so in accordance with the appropriate regulations.

### **2.1.6 Easements**

To maintain the reliability, integrity and efficiency of the distribution system, Erie Thames has the right to have supply facilities on private property registered against title to the property. Easements are required whenever Erie Thames underground or overhead plant is to be located on private property or crosses over an adjacent private property to service a Customer.

The Customer shall acquire and grant in Erie Thames name, at no cost to Erie Thames, where required, an easement to permit installation and maintenance of service. The width and extent of this easement shall be determined by Erie Thames. The easement shall be granted prior to connection of the service.

The Owner shall furnish to Erie Thames, free and clear of all encumbrances, sufficient easements to enable the servicing of all existing or proposed developments or subdivisions from plants located on the Owners' property.

Sufficient property at suitable locations shall be made available for the purpose of the installation of distributors' assets.

The Customer will prepare at its own costs a reference plan and associated easement documents to the satisfaction of Erie Thames solicitor prior to its registration and register the easement plan. Details will be provided upon application for service.

Where surface restoration by Erie Thames is required following any repairs or maintenance to a service, Erie Thames will in so far as is practicable, restore the property to its original condition; and provide compensation for any damages caused by the entry that cannot be repaired.

### **2.1.7 Contracts**

**Standard Form of Contract** - Connection to the electrical distribution system will be provided upon completion of a signed contract between the customer and Erie Thames, and receipt of approval by the Electrical Safety Authority ("ESA").

All customers will be required to complete and sign the standard form of contract to apply for the supply of an electrical energy connection. A Standard Contract for service shall be considered as being in force from the date it is signed by the Customer and Erie Thames and shall remain in force until terminated by either party.

**Implied Contract** - In all cases, notwithstanding the absence of a formal contract, the taking and using of electrical energy from Erie Thames by any Person or Persons constitutes the acceptance of the terms and conditions of all regulations, conditions and rates as established by Erie Thames. Such acceptance and use of energy shall be deemed to be the acceptance of a binding contract with Erie Thames and the Person so accepting shall be liable for payment for such energy and the contract shall be binding upon the Person's heirs, administrators, executors, successors or assigns.

**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*

**Opening and Closing of Accounts** – A property owner or occupant shall contact Erie Thames by telephone to make a request to open an account with Erie Thames. This will establish a contract with Erie Thames and the Customer's acceptance of all responsibilities related to electricity charges applicable to the account. A Solicitor or person with Power of Attorney can agree on behalf of the Customer to the opening of an account.

Erie Thames shall open and or close an account for a property in the name of a person at the request of a third party consistent to Section 2.8 of the Distribution System Code and as outlined in Appendix 3 of these Conditions of Service, Policy 5.0 Opening and Closing of Accounts.

Erie Thames may require a security deposit consistent with Section 2.4.9 of the Distribution System Code and as outlined in Appendix 3 of these Conditions of Service, Policy 6.1 Security Deposits.

Customers requesting to close an account are required to provide reasonable notice to allow time to read the meter at the service address and issue a final bill. If a Customer requests to cancel a service agreement and no longer request electricity to be provided to the service address, Erie Thames may disconnect the electricity service. If a request is made for reconnection the new Customer setting up an account at the service address will incur the applicable costs to reconnect the service. If the electricity service has been disconnected from a premise for six months or longer, an ESA inspection is required.

In all cases, Erie Thames will not maintain availability of a meter and service without an active account and Customer. When a Customer advises Erie Thames they are no longer responsible for the account or requests to close an account, a final bill will be issued for the account. If, at that time, a new Customer has not assumed responsibility for services provided to the property, Erie Thames may disconnect the property.

**Landlord and Tenant Agreement** – When a tenant has opened an account at a property for the distribution of services they have agreed to be an Erie Thames Customer and have accepted responsibility for electricity charges provided to the service address. Therefore, the contract is with that tenant. When a tenant closes the account, Erie Thames will adhere to the date provided by the tenant, regardless of any agreements between the tenant and the landlord or owner, and a final bill will be issued for the account. Erie Thames shall not seek to recover any charges for service provided to that tenant at the rental unit after closure of the account from any person including the landlord/owner unless the person has agreed to assume responsibility for the charges.

Erie Thames may enter into an agreement with a landlord or owner whereby the landlord/owner agrees to assume responsibility for paying for continued service to the rental property after closure of a tenants account.

A landlord or owner may enter into the above mentioned agreement either by telephone or by written confirmation delivered by mail or email. A new account will be set up in the landlord/owner's, name pursuant to such an agreement, when:

- Erie Thames is advised that the tenant is vacating the property;
- the landlord/owner will be responsible for the new account(s) and any electricity charges for service provided at any and all units listed at a service address; and
- a new account set up charge will apply to new account(s), which will appear on the first

electricity bill issued.

It is the responsibility of the landlord to ensure that Erie Thames is made aware of any changes in contact, mailing and/or billing information. Where landlord information is not known, the above agreement will not apply and Erie Thames may disconnection of the service.

## **2.2 Disconnection and Use of Load Control Devices**

Erie Thames has the right and/or obligation to disconnect or limit the supply of electrical energy to a Customer consistent with the *Electricity Act* for causes including but not limited to:

- 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 Erie Thames's distribution system.
- A materially adverse effect on the quality of distribution services received by an existing connection.
- Inability of Erie Thames to perform planned inspections and maintenance.
- Failure of the consumer or customer to comply with a directive of a distributor that Erie Thames makes for purposes of meeting its licence obligations.
- The customer owes Erie Thames money for distribution services, or for a security deposit. Erie Thames shall give the customer a reasonable opportunity to provide the security deposit consistent with Section 2.4.20 and 2.4.20A of the Distribution System Code.
- Failure to notify Erie Thames of Customer responsibility for electricity account when a new party moves into an existing connected property and consumes electricity;

Without limiting the generality of the foregoing, prior to disconnecting a property for non-payment, Erie Thames shall provide to any person that receives notice of disconnection:

- The Fire Safety Notice of the Office of the Fire Marshal; and
- Any other public safety notices or information bulletins issued by public safety authorities provided to Erie Thames.

Appendix 3 of these Conditions of Service includes Erie Thames Disconnection Policy and Use of Load Control Devices Policy. The Policies describe Erie Thames disconnection and the use of load control devices practices.

Disconnection does not relieve the Customer of the responsibility to pay the overdue amounts. Erie Thames may recover from the Customer responsible for the disconnection reasonable costs associated with disconnection including costs for repairs of Erie Thames physical assets attached to the property in reconnecting the property.

Reconnection or restoration of the electricity service will occur only after the reason for disconnection or limitation has been remedied. Erie Thames may recover from the person requesting the reconnection any Erie Thames OEB approved reconnection charge.

## **2.3 Conveyance of Electricity**

### **2.3.1 Guaranty of Supply**

Erie Thames agrees 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.

When power is interrupted, or the Customer is experiencing power quality problems the Customer or their electrical contractor shall first ensure that interruption is not due to problems within the customer owned installation. If after verifying that the cause of the problem does not reside on the customers' installation, the customer shall contact Erie Thames. Erie Thames will respond to and take reasonable steps to restore power. Erie Thames reserves the right to recover costs from the customer for making false claims of interruptions.

Although it is Erie Thames policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customers' supply to maintain or improve Erie Thames system, or to provide new or upgraded services to other Customers. Whenever practical and cost effective, as determined by Erie Thames, arrangements suitable to the Customer and Erie Thames may be made to minimize any inconvenience. Erie Thames will endeavor to provide the Customer with reasonable advance notice, except in cases of emergency, involving danger to life and limb, or impending severe equipment damage.

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

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

### **2.3.2 Power Quality**

Erie Thames will respond to and take reasonable steps to investigate consumer power quality complaints and report to the consumer on the results of the investigation. The method and level of investigation will be at the discretion of Erie Thames.

If the source of a power quality problem is caused by the consumer making the complaint, Erie Thames may seek reimbursement for the time and cost spent to investigate the complaint.

If the source of a power quality problem is caused by a consumer, Erie Thames may direct the consumer to take corrective action. If the Consumer does not take such action within a reasonable time, Erie Thames may disconnect the supply of power to the Customer. (*see section 2.2*)

### **2.3.3 Electrical Disturbances**

There are levels of voltage fluctuation and other disturbances that can cause flickering lights and more serious difficulties for Customers connected to Erie Thames distribution system.

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

No electrical equipment, which may produce an undesirable system disturbance, shall be connected by a customer to a customer's service without prior approval of Erie Thames.

Examples of equipment, which may cause disturbance, are large motors, welders and variable speed drives. In planning the installation of such equipment, the customer is required to consult with Erie Thames.

Erie Thames will endeavour to maintain voltage variation limits, under normal operating conditions, at the Customers' Delivery Points, as specified by the latest edition of the Canadian Standards Association, C235. However, more sensitive electronic equipment such as computers can be seriously affected by variations in quality of supply voltage. Customers who need electrical power of high quality and with rigid voltage tolerances are responsible for providing their own power conditioning equipment.

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 Erie Thames supply.

The customer shall provide such protective devices as may be necessary to protect his property or equipment from any disturbance beyond the control of Erie Thames.

### **2.3.4 Standard Voltage Offerings**

#### **2.3.4.1 For Secondary Voltage**

The Supply Voltage governs the limit of supply capacity for any Customer. General guidelines for supply from overhead street circuits are as follows:

- *at 120/240 V. single phase, or*
- *347/600 V. three phase, four wire, or*
- *120/208 V three phase, four wire,*

**OR**

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

**OR**

Where the Customer or Developer provides a pad on private property;

- *at 120/240 V single phase, or*
- *at 120/208 V three phase, four wire, or*
- *at 347/600 V three-phase, four-wire*

#### **2.3.4.2 For Primary Voltage**

Primary supplies to transformers or customer-owned substations will be one of the following as determined by Erie Thames:

- *2,400/4,160 volts 3 phase 4 wire*
- *4,800/8,320 volts 3 phase 4 wire*
- *7,200/12,400 volts 3 phase 4 wire*

- 8,000/13,800 volts 3 phase 4 wire
- 16,000/27,600 volts 3 phase 4 wire
- 27,600 volts 3 phase 3 wire delta
- 44,000 volts 3 phase 3 wire

An electrical requirement in excess of 750 kVA may require a customer owned Substation supplied at the voltage as determined by Erie Thames.

### **2.3.5 Voltage Guidelines**

Erie Thames maintains service voltage at the Customers' service entrance within the guidelines of C.S.A. Standard CAN3-C235 (latest edition) which allows variations from nominal voltage of:

*6% for Normal Operating Conditions*  
*8% for Extreme Operating Conditions*

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

Where voltages lie outside the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on an emergency basis. The urgency for such action will depend on 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.

### **2.3.6 Back-up Generators**

Customers with portable or permanently connected emergency generation capability shall comply with all applicable criteria of the Ontario Electrical Safety Code and in particular, shall ensure that customer emergency generation does not back-feed on Erie Thames system.

Customers with permanently connected emergency generation equipment shall notify Erie Thames regarding the presence of such equipment.

Erie Thames reserves the right to have the connection of this equipment inspected.

Generation systems found to be feeding into the Distribution system without proper approval of Erie Thames shall be subject to immediate disconnection.

### **2.3.7 Metering**

#### **2.3.7.1 General**

##### **2.3.7.1.1 Access**

Erie Thames or its agents shall have the right to access and read any of Erie Thames electricity meters on the Customer's premises.

All metering installations shall be accessible from a public area.

#### **2.3.7.1.2 Costs**

All Erie Thames metering equipment located on the Customer's premises are in the care and at the risk of the Customer and if destroyed or damaged, other than by normal usage, the Customer will pay for the cost of repair or replacement.

Regardless of any charges for metering installations, all meters and meter instrumentation equipment shall remain the property of Erie Thames and maintenance of this equipment shall be Erie Thames responsibility.

#### **2.3.7.1.3 Voltage**

Generally, metering will be at utilization voltage. Where Erie Thames provides primary transformation, primary voltage metering will be allowed only in special circumstances following full discussion with Erie Thames.

Customer-owned substations may require primary metering. The provisions required for these installations shall be specified and approved by Erie Thames for each application.

#### **2.3.7.1.4 Primary / Bulk Metering**

Primary metering units may be installed outdoors or within an electrical vault as outlined in the current Electrical Safety Code. Where the Owner prefers not to provide an approved electrical vault, Erie Thames at additional cost can provide a metering unit with non-flammable coolant.

Non-residential or mixed-use buildings will normally be bulk metered by a single meter. However, where specific areas are clearly and permanently defined and in other respects as a separate entity, individual metering of the loads will be considered.

In all installations where the Customer requests revenue metering remote from the secondary entrance equipment or downstream from a Customer-owned dry-core transformer, provisions are required for a bulk meter directly after the main switch. This bulk metering is required in addition to any public metering provisions. The Customer will be required to contribute to the cost of the metering installation.

Where more than one meter exists, the meters shall be grouped where practicable.

The customer/contractor shall permanently and legibly identify all metered services with respect to correct municipal 911 address and unit #. The identification shall be applied to all service switches and breakers and to all meter cabinets and meter mounting devices that are not immediately adjacent to the service switch. The customer/contractor shall insure that all service identifications are accurate and by not doing so will be held totally responsible. Erie Thames shall issue a Meter Verification Sheet for this purpose to the owner or contractor.

In any case, a copy of the metering layout plan shall be forwarded to Erie Thames for review and approval.

If the distribution of the metered load circuit is in dispute, (ie: circuits from one premise is found to supply a second premise) Erie Thames reserves the right to transfer all accounts into the Property Owners' name until such time as the problem has been resolved, and the individual metering can be clearly identified with the individual units.

### **2.3.7.1.5 Locks**

All devices on the line side of Erie Thames metering shall have provisions for padlocking.

For commercial and industrial services the Customer's main switch shall have provisions for padlocking the switch handle in the open position and the switch cover or door in the closed position.

When a disconnect device has been locked in the "OFF" position by Erie Thames, under no circumstances shall anyone remove the lock and energize it without first receiving approval from Erie Thames.

At the discretion of Erie Thames, a dual locking arrangement, a master key arrangement, a key box arrangement, or a copy of the access key will be required for access.

### **2.3.7.2 Current Transformer Boxes**

Where a current transformer box is required, it shall be CSA approved, of a size and type as stipulated by Erie Thames, and include a provision for padlocks. A removable plate shall be provided in the box for mounting the equipment.

As an alternative to a separate CT box and meter, a single enclosure combining both functions may be feasible. Contact Erie Thames for details.

In cases where the CTs only meter a portion of the metal clad switchgear (such as house loads), a separate disconnect switch must be installed ahead of the metering compartment so that the service can be de-energized without any interruption to the main service supply.

Generally, one house load meter only will be allowed. Additional house load meters will require authorization from Erie Thames.

Conductors should enter the current transformer box at the top and leave at the bottom, or vice versa. If this cannot be arranged, the next largest CT box must be used to enable conductors to be trained in place. Where parallel conductors are used, the sum of the conductors will determine the size of the CT box to use. In all cases the Customer shall supply suitable cable termination lugs.

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**

The Distribution System Code, as amended from time to time, requires Erie Thames to meter Customers of specific load levels with pulse-recording meters, or interval meters, which are interrogated remotely. Erie Thames, at its' sole discretion, may also require such metering on any customer whose load characteristics may have a significant impact on the Net System Load Shape, or where reasonable access to the meter for the purpose of acquiring metering data may be limited due to location.

A customer that requests interval metering shall compensate a distributor 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

re-verification 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. The communication system utilized for interval meters shall be in accordance with Erie Thames requirements.

Where such metering exists Erie Thames will consider customer requests to provide a secondary pulse for load control or customer-owned metering at the customers' expense.

Where a customer submits a request to read their own interval meter, Erie Thames 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 Erie Thames.

#### **2.3.7.3.1 Interval Metering Communications**

- Solid-state recorders and/or Electronic Interval Meters installed by Erie Thames have provision for remote interrogation over a telephone line. To accommodate this feature the Owner will provide shared access to a telephone line for Erie Thames metering purposes.
- At its' sole discretion, for metering installations where loss of metering data would cause a substantial impact on Erie Thames Settlement System, Erie Thames 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.

#### **2.3.7.3.2 Smart Metering**

Erie Thames is replacing all its residential and small commercial meters with Smart Meters to comply with the government's smart meter initiatives. With implementation of time-of-use pricing, the processes for meter consumption data retrieval and billing will align with applicable regulations and directions from the Smart Meter Entity.

#### **2.3.7.4 Meter Reading**

Erie Thames will read all meters on a regularly scheduled basis whenever possible. If an actual meter reading is not obtained, the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading.

#### **2.3.7.5 Final Meter Reading**

When a service is no longer required, or the Customer is switching Energy Providers, the Customer shall provide Erie Thames sufficient notice of the date so that a final meter reading can be obtained. The Customer shall provide access to Erie Thames 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. Erie Thames 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, Erie Thames 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 Erie Thames, due regard being given to any change in the character of the installation and/or the demand.

If the incorrect measurement is due to reasons other than the accuracy of the meter, such as incorrect meter connection, incorrect connection of auxiliary metering equipment, or incorrect meter multiplier used in the bill calculation, the correction will apply for the period defined in the Retail Settlement Code, Section 7.7. Erie Thames will correct the bills for that period in accordance with the regulations under the Electricity and Gas Inspection Act (Canada).

### **2.3.7.7 Meter Dispute Testing**

Erie Thames will attempt to resolve billing enquiries. However, to give Customers confidence in the accuracy of electricity meters, Erie Thames will conduct an internal investigation to verify the accuracy of any meter the Customer believes to be recording incorrectly. If the internal investigation does not resolve the matter, the Customer or Erie Thames may request Measurement Canada to test the meter.

If the test indicates that the meter is not accurate, the Customer's historic billing will be adjusted, and Erie Thames shall pay the full costs of the meter dispute testing.

### **2.3.7.8 Location**

The location of the indoor or outdoor meter shall be readily accessible at all times and acceptable to Erie Thames. If a meter is recessed or enclosed after installation, without the prior approval of Erie Thames, the service may be subject to disconnection.

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

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

- *An electrical room reserved solely for metering equipment or*
- *Metal enclosed switchgear approved by Erie Thames or*
- *A suitable metal metering cabinet or*
- *A vandal proof cage.*

### **2.3.7.9 Meter Mounting Heights**

Provision for metering shall facilitate a practical mounting height for revenue meters in compliance with all applicable codes and regulations.

### **2.3.7.10 Environment**

The following requirements apply to the areas allocated for revenue metering.

The customer to the satisfaction of Erie Thames shall provide where there is the possibility of danger to workmen, or damage to equipment from moving machinery, dust, fumes, or moisture, protective arrangements.

A clear safe working space of not less than 1.2 m (48") in front of the installation from the floor to ceiling with a minimum ceiling height of 2.1 m (84") provided to insure the safety of Erie Thames or other authorized employee(s) who may be required to work on the installation.

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

### **2.3.7.11 Meter Sockets**

The owner will supply and install a meter socket as specified by Erie Thames. Meter sockets will be directly accessible to Erie Thames staff.

A listing of approved revenue metering sockets is available from Erie Thames.

### **2.3.7.12 Cabinets**

Where required by these Conditions of Service the Owner shall supply and install a meter cabinet to Erie Thames requirements.

Meter cabinets shall be installed indoors, except where special permission is granted by Erie Thames to install the meter cabinet outside. In such cases, an approved weather proof, lockable, C.S.A. approved meter cabinet shall be provided by the Customer.

### **2.3.7.13 Metering Loops**

Three-phase, four-wire services will require a loop for metering, within the meter cabinet, for all three phases.

Mineral insulated, solid, or hard drawn wire conductors are not acceptable as metering loops.

### **2.3.7.14 Metal Enclosed Switchgear**

The following regulations apply to the installation of instrument transformers and metering equipment within metal enclosed switchgear.

Erie Thames will provide the following revenue metering equipment as required:

- Colour coded secondary wiring

- Revenue meters

The Owner shall:

- consult with Erie Thames 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 meters
  - Duplicate Pulse Initiators
  - Provide complete shipping instructions for instrument transformers for those projects where these are to be provided by Erie Thames for installation by the switchboard manufacturer.
  - 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 Erie Thames metering equipment.

Meters shall be installed by Erie Thames in a customer-owned metal cabinet of a size and type pre-approved by Erie Thames, mounted at an approved location separate from the switchgear.

Tamper proof or sealable rigid conduit or any equally approved conduit of a size and type specified by Erie Thames shall be installed between the CT compartment of the switchgear and the meter cabinet.

For conduit installations greater than 30 m (100'), in length or where several bends are necessary, larger conduits or other special provision may be required, at the discretion of Erie Thames.

### **2.3.7.15 Switchgear Connected to Wye Source**

Where a Wye source neutral connection is to be used or grounded, the Owner shall provide a conductor sized to the requirements of the Ontario Electrical Safety Code from the instrument transformer compartment to the neutral connection.

### **2.3.7.16 Four Quadrant Metering (Generation)**

All Ontario Energy Board-licensed generators connected to the distribution system that sell energy and settle through Erie Thames's retail settlement process shall be required to install metering that meets the requirements of the Distribution System Code as approved by the Ontario Energy Board, and/or the Market Rules as approved by the Independent Electricity Market Operator.

## **2.4 Tariffs and Charges**

### **2.4.1 Service Connection**

Charges for Service Connections are set out in Erie Thames approved rates, (Miscellaneous Rates and Charges) and may be obtained by request from Erie Thames. Notice of Rate revisions may be published in the local newspapers, on Erie Thames website and/or mailed out to all customers with the

first billing issued at revised rates.

## **2.4.2 Energy Supply**

Erie Thames shall provide Customers connected to the Distribution System with access to electricity through Standard Supply Service as defined in the Retail Settlement Code published by the OEB or as mandated through Legislation or Regulations issued by the Ministry of Energy.

Disputes arising from charges relating to Standard Supply Service shall be directed to Erie Thames.

Customers will be switched to their Retailer of choice only if the retailer has a Service Agreement with Erie Thames. The Customer's authorized Retailer through the Electronic Business Transaction system (EBT) must make the Service Transfer Request (STR) in accordance with the rules established and amended from time to time by the Ontario Energy Board.

Disputes arising from charges relating to Retailer Service shall be directed to the Retailer.

Erie Thames may, at its discretion, refuse to process a Service Transfer Request for a Customer to switch to a Retailer if that Customer owes money to Erie Thames for Distribution Services and or Standard Supply Service.

### **2.4.2.1 Wheeling of Power**

Customers considering delivery of electricity through Erie Thames Distribution System shall contact Erie Thames for technical requirements and current applicable Rates.

## **2.4.3 Deposits**

Whenever required by Erie Thames, the Customer shall provide and maintain security in an amount that Erie Thames has been mandated to collect, or deems necessary and reasonable. Erie Thames shall require security amounts based on Erie Thames existing Security Deposit Policies. The current Security Deposit policy is included as Appendix 3 – Policy 6.1 of these Conditions of Service.

Effective October 1, 2011, Erie Thames will waive the requirement to provide a security deposit for Eligible Low-Income Customer provided the Customer contacts Erie Thames to request such a waiver and their low-income eligibility is confirmed. Furthermore, where a social service agency or a government agency advises Erie Thames that it is assessing a Customer for eligibility as an Eligible Low-Income Customer, the due date for payment of the security deposit shall be extended for 21 days pending the eligibility decision. Additionally, an Eligible Low-Income Customer may, after October 1, 2011, request a refund of any security deposit previously paid to Erie Thames, after application of the security deposit to any outstanding arrears on said customer's account. The criteria for waiving and/or returning a security deposit are defined in Appendix 3 – Policy 6.1 Security Deposit of these Conditions of Service.

Where a customer proposes the development of premises that requires Erie Thames to place equipment orders for special projects, the customer is required to sign the necessary Supply Agreements and furnish a suitable deposit before such equipment is ordered by Erie Thames.

## **2.4.4 Billing**

Erie Thames may, at its option, render bills to its Customers on either a monthly, bi-monthly, quarterly or annual basis. The option applicable to the customer shall be identified to the customer at the time of application for service.

Prorating of Service and Demand charges will be performed at the discretion of Erie Thames.

### **2.4.4.1 Competitive Charges:**

Are based on rates as determined by:

- i. the Hourly Ontario Spot Market Price (HOEP); or
- ii. the utilities Weighted Average Price (WAP) as determined by net system load; or
- iii. the customers retailer contract rate; or
- iv. the rates published by the OEB; or
- v. Legislation or Regulations issued by the Ministry of Energy.

### **2.4.4.2 Non-competitive Charges:**

Non-competitive charges are based on rates approved by the Ontario Energy Board and fall outside the scope of this document. Approved rates as they relate to the transmission, distribution and other non-competitive elements may be attained through the utilities rate documents. These documents will be provided by the utility at the customer's request.

### **2.4.4.3 Billable Engineering Units:**

Customers will be billed on:

- i. actual or estimated meter reading data; or
- ii. derived consumption data (Streetlights, sentinel lights and other scattered loads); or
- iii. a flat rate, depending on the type of load being billed.

### **2.4.4.4 Use of Estimates:**

In months where a bill is issued, but no reading is obtained, Erie Thames estimates usage in order to determine billing quantities. The estimate is based on historical usage for the premise, or a pre-determined quantity if there is no historical usage information available.

## **2.4.5 Payments and Late Payment Charges**

Bills are rendered for distribution services and electrical energy used by the Customer. Bills are payable in full by the due date.

Bills are due when rendered by the utility. A customer may pay the bill without the application of a late payment charge up to a due date, which shall be a minimum of sixteen calendar days from the date of mailing or hand delivery of the bill. This due date shall be identified clearly on the customer's bill.

Where payment is made by mail, payment will be deemed to be made on the date post-marked. Where payment is made at a financial institution acceptable to the utility, payment will be deemed to be made when stamped/acknowledged by the financial institution or an equivalent transaction record is made.

A partial payment will be applied to any outstanding arrears before being applied to the current billing, unless special considerations have been made by the utility.

Outstanding bills are subject to the collection process and may ultimately lead to the service being discontinued or limited. Service will be restored once satisfactory payment has been made. Discontinuance of service does not relieve the Customer of the liability for arrears.

Erie Thames shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service. A reconnection charge may 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.

## **2.4.6 Unauthorized Energy Use**

Erie Thames shall use its discretion in taking action to mitigate unauthorized energy use. Upon identification of possible unauthorized energy use, Erie Thames shall notify, if appropriate, Measurement Canada, The Electrical Safety Authority, Police Officials, Retailers that service customers affected by an authorized energy use, or other entities.

Erie Thames may recover from the parties responsible for the unauthorized energy use all costs incurred by Erie Thames arising from unauthorized energy use, including an estimate of the energy used, inspection and repair costs.

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 Erie Thames.

Prior to reconnection, Erie Thames shall require proper authorization from applicable authorities.

## **2.5 Customer Information**

Erie Thames reserves the right to request specific information from the customer in order to facilitate the normal operation of its business. Failure of a customer to supply such information may prevent the normal continuation of service.

The Retail Settlement Code as amended from time to time specifies the rights of customers and their retailers to access current and historical usage information and related data and the obligations of distributors in providing access to such information.

Under these requirements, Erie Thames shall upon authorization by a customer make the following information available to the Customer or the Retailer that provides electricity to a customer connected to Erie Thames distribution system:

- Erie Thames account number for the customer,
- Erie Thames meter number for the meter or meters located at the customer's service address
- The customer's service address,
- The date of the most recent meter reading,
- The date of the previous meter reading,
- Multiplied kilowatt-hours recorded at the time of the most recent meter reading,

- Multiplied kilowatt-hours recorded at the time of the previous meter reading,
- Multiplied kW for the billing period (if demand metered),
- Multiplied kVA for the billing period (if available),
- Usage (kWh's) for each hour during the billing period for interval-metered customers
- An indicator of the read type (e.g., distributor read, consumer read, distributor estimate, etc.)
- Average distribution loss factor for the billing period

This information will be provided to the Customer / Retailer upon request twice per year at no charge. Erie Thames may request a fee to recover costs for additional requests. A request is considered to be data delivered to a single address. Thus, a single request to send information to three locations is considered three requests.

Erie Thames acknowledges that no confidential information regarding its' customers shall be released to a third party without the expressed prior written consent of the customer unless the request is rightfully received from the third party requesting the information, or Erie Thames is legally required to disclose such information under the terms and in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31.

# SECTION 3 CUSTOMER SPECIFIC

## 3.1 Residential

This section refers to the supply of electrical energy to Customers residing in residential dwelling units.

### 3.1.1 General

Energy is generally supplied as single phase, 3-wire, 60-Hertz, having a nominal voltage of 120/240 Volts.

There shall be only one Delivery Point to a dwelling.

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

All new single-family homes will be required to install their primary and secondary service wires to the specifications contained within Erie Thames technical specification document.

Whether the method of supply will be overhead or underground will be at the discretion of Erie Thames. Erie Thames will adhere to any existing regulations subject to requirements of authorities.

Unless specifically documented otherwise to the Customer, where Erie Thames has taken ownership of such plant all services installed by Erie Thames or by an approved contractor using approved materials, will be maintained by Erie Thames.

### 3.1.2 Early Consultation

The Customer shall supply a completed Site Planning document and related information to Erie Thames well in advance of installation commencement. (see appendix) The information shall be supplied in a manner requested by Erie Thames at the time of the application.

### 3.1.3 Standard Connection Allowance

For the purposes of calculating customer connection fees, the Basic Connection for Residential consumers is defined as 100 amp 120/240 volt overhead service.

The basic connection for each customer shall include;

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

In the case of an upgrade to an existing service, where the existing service is below the basic connection, the credit up to the basic connection will apply.

Secondary services exceeding the basic 30 meter length may require specific design approved by Erie Thames to ensure power quality.

### **3.1.4 Variable Connection Fees**

Any requirements above the defined basic connection shall be subject to a variable connection charge to be calculated as the costs associated with the installation of connection assets above and beyond the basic connection. Erie Thames may recover this amount from a customer through a connection charge or equivalent payment.

### **3.1.5 Point of Demarcation**

In all cases the final Demarcation Point will be the decision of Erie Thames.

The Customer must obtain a Demarcation Point Location from Erie Thames before proceeding with the installation of any service. Failure to do so may result in the Demarcation Point having to be relocated at the Customer's expense.

Maintenance of the portion of the Secondary Service owned by Erie Thames includes repair and like-for-like replacement of a wire or cable that has failed irreparably. The Customer is responsible for all civil work, supports, vegetation and landscaping associated with any such repair or replacement of the portion of Secondary Service owned by Erie Thames.

#### **3.1.5.1 Secondary Service Connections**

The Point of Demarcation for residential services up to 400 amps is at the line side of the Meter Base for Underground services, and at the top of the stack for Overhead services, beyond which the customer bears full responsibility for installation and maintenance.

The Point of Demarcation for residential services over 400 amps is at the secondary side of the transformer.

For Secondary Services wholly owned and maintained by the Customer, the Demarcation Point is the secondary connection at the transformer or the service bus.

The Customer shall install, own, and maintain the secondary conductor under any of the following conditions:

- (a) conductor terminations are inside the Customer's building;
- (b) conductor is installed beyond the service entrance;
- (c) conductor is connected to a Primary Service; or
- (d) conductor is a non-standard installation.

#### **3.1.5.2 Primary Service Connections**

For Primary Service, the Demarcation Point is the primary connection at Erie Thames's Distribution system.

### **3.1.6 Supply Voltage**

- (a) A Residential building is supplied at one service voltage per land parcel.
- (b) Depending upon the location of the building the supply voltage will be one of the following:

- 120/240 Volts 1 Phase 3 Wire
- 120/208 Volts 1 Phase 3 Wire
- 120/208 Volts 3 Phase 4 Wire
- 347/600 Volts 3 Phase 4 Wire

- (c) The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by Erie Thames. The Owner shall obtain prior approval from Erie Thames for the use of any specific voltage at any specific location.

### **3.1.7 Access**

At Erie Thames discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in Erie Thames name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to Erie Thames at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution equipment.

### **3.1.8 Metering**

The owner will supply and install a meter socket complete with collar acceptable to Erie Thames. Meter sockets will be directly accessible to Erie Thames and:

- Mounted 1.7 meters from the finished grade to the center of the meter and, either on the exterior of the front of the building or, within 3 meters of the front of the building on the driveway side.
- Installed ahead of (on the line side of) the main disconnect switch.
- Installed in a location, which is and will remain unobstructed by fences, hedges, expansions, sunrooms, porch enclosures, and any other impediments.
- If the meter is not to be installed on the actual building, it is important to contact Erie Thames for specific location instructions prior to installation.

*For more details refer to section 2.3.7 in these Conditions of Service.*

### **3.1.9 Overhead Service**

The Owner will provide service equipment to both Erie Thames and ESA requirements, and be of sufficient height to maintain proper minimum clearances. The Owner's main switch and the overhead service conductors will be of compatible capacity.

### **3.1.10 Underground Service**

Underground secondary services will be installed at the Owners' expense, to Erie Thames's specifications. The Owner's main switch and the underground service conductors will be of compatible capacity.

### **3.1.11 Street Townhouses and Condominiums:**

**NOTE:** Street Townhouses and Condominiums requiring centralized bulk metering will be covered under section 3.2 of these Conditions of Service. Also 3.1.11.2

### **3.1.11.1 Service Information:**

The Owner will enter into a Servicing Agreement with Erie Thames, governing the terms and conditions under which the electrical distribution system and services will be designed and installed.

The Owner will provide all of the civil works to accommodate Erie Thames and will pay the complete cost of the electrical distribution system, design and services.

- The distribution system and services shall be underground unless otherwise approved.
- One service will be provided for each unit.
- The nominal service voltage will be 120/240 volts, 1 phase, 3 wire.
- Erie Thames will approve the location of duct banks, service routings and meter bases.
- Distribution plant shall not be installed until grade is at +/- 150 mm of final grade unless otherwise approved by Erie Thames.
- Street lighting will be to Municipal standards and installed at the Owner's expense.

### **3.1.11.2 Metering:**

The Owner will supply and install meter sockets specified by Erie Thames.

Multiple or grouped meter bases will be accepted only when prior approval has been given by Erie Thames both as to type and proposed location. A completed meter verification form shall be provided to Erie Thames prior to energization.

Meter sockets will be located on the exterior front wall of the units and will be directly accessible to Erie Thames.

- Mounted on the front wall 1.7 metres above finished grade to the centre of the meter
- Installed ahead of (on the line side of) the main disconnect switch
- Installed in a location, which is and will remain unobstructed by fences, hedges, expansions, sunrooms, porch enclosures, and any other impediments.
- If the meter is not to be installed on the actual building, it is important to contact Erie Thames for specific location instructions prior to installation.

Normally the service will not be energized until the outside finish in the area of the revenue meter has been completed. If exceptions are made to this, then the general contractor will be responsible for ensuring that the meter is suitably protected while work is being done on the exterior wall adjacent to the meter. The general contractor will be entirely responsible for all costs for materials and labour for repairing or replacing a damaged meter.

### **3.1.12 Seasonal and Remote Dwellings:**

Due to the varied nature of Seasonal and Remote Dwellings some special arrangements may be required to service these locations. Arrangements will be made in such a manner to provide services such as restoring power, maintenance of equipment or new construction requests to water access or remote customers, without endangering personnel or the public.

### **3.1.12.1 Service Information**

The Owner will enter into a Servicing Agreement with Erie Thames, governing the terms and conditions under which the electrical distribution system services will be provided.

In the event of a power interruption, Erie Thames will respond to and take reasonable steps to restore power. Erie Thames reserves the right to recover costs from the customer for making false claims of interruptions.

### **3.1.12.2 Access:**

- **Night crossings**

Erie Thames transportation equipment will not be used to cross any water ½ hour before sunset and ½ hour after sunrise due to safety concerns. It will be at the discretion of Erie Thames whether they will board customer owned transportation equipment in these circumstances.

- **Ice conditions**

Recognizing seasonal ice hazards, Erie Thames reserves the right to suspend water passage during freeze up and spring thaw, as well as any such time deemed unsafe by Erie Thames.

- **Severe weather conditions**

Recognizing that severe weather conditions may pose undue safety hazards, Erie Thames reserves the right to postpone attempts to restore power until restoration can be performed in a safe manner.

### **3.1.13 Inspection**

Prior to connection of the service the Local Distribution Company requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by Erie Thames prior to connection.

Erie Thames or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of Erie Thames and subject to inspection by Erie Thames.

*(Refer to section [2.1.4](#) for further inspection details)*

## **3.2 General Service (Below 50 kW)**

### **3.2.1 General**

This section refers to the supply of electrical energy to General Service Buildings requiring a connection with a connected load less than 50 kW, and, Town Houses and Condominiums described in section 3.1.8 that require centralized bulk metering.

General Service buildings are defined as buildings that are used for purposes other than single-family dwellings.

### **3.2.2 Early Consultation**

Detailed regulations cannot be stated which would be applicable to all cases, therefore the Owner will consult with Erie Thames in the early planning stages to ascertain Erie Thames requirements.

The Owner shall supply a completed Electrical Service Connection Form to Erie Thames well in advance of installation commencement to allow Erie Thames time for proper planning, ordering of equipment etc.

### **3.2.3 Standard Connection Allowance**

All costs attributed to the connection of a new General Service customer (Below 50 kW) shall be recovered through a variable connection Fee.

### **3.2.4 Variable Connection Fees**

All costs associated with the installation of connection assets shall be subject to a variable connection charge. Erie Thames may recover this amount from a customer through a connection charge or equivalent payment.

### **3.2.5 Point of Demarcation**

In all cases the final Demarcation Point will be the decision of Erie Thames.

The Customer must obtain a Demarcation Point Location from Erie Thames before proceeding with the installation of any service. Failure to do so may result in the Demarcation Point having to be relocated at the Customer's expense.

Maintenance of the portion of the Secondary Service owned by Erie Thames includes repair and like for-like replacement of a wire or cable that has failed irreparably. The Customer is responsible for all civil work, supports, vegetation and landscaping associated with any such repair or replacement of the portion of Secondary Service owned by Erie Thames.

Erie Thames shall perform the maintenance or replacement of all underground looped cables that form part of the Distribution plant circuits. Following maintenance, surface restoration by Erie Thames will include only soil, sod, gravel or asphalt.

Where damage can be shown to be the Owner's liability, maintenance and repair are at the Owners' expense

#### **3.2.5.1 Secondary Service Demarcations**

A General Service Customer Demarcation Point is at the secondary side of the transformer, or as otherwise set by Erie Thames, beyond which the customer bears full responsibility for installation and maintenance.

In some instances, where it is in the best interest of the operation of the distribution system, Erie

Thames may establish the Demarcation Point at the top of stack for overhead services or at the meter base for underground services.

The Demarcation Point might be located on an adjacent property. In such cases, a registered easement must exist.

### **3.2.5.2 Primary Service Demarcations**

For Primary Service, the Demarcation Point is the primary connection at Erie Thames's Distribution system.

### **3.2.6 Supply Voltage**

- (a) A General Service building is supplied at one service voltage per land parcel.
- (b) Depending upon the location of the building the supply voltage will be one of the following:
  - 120/240 Volts 1 Phase 3 Wire
  - 120/208 Volts 1 Phase 3 Wire
  - 120/208 Volts 3 Phase 4 Wire
  - 347/600 Volts 3 Phase 4 Wire
- (c) The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by Erie Thames. The Owner shall obtain prior approval from Erie Thames for the use of any specific voltage at any specific location.

### **3.2.7 Access**

At Erie Thames discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in Erie Thames name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to Erie Thames at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution equipment.

### **3.2.8 Metering**

The owner will supply and install a meter socket complete with collar acceptable to Erie Thames. Meter sockets will be directly accessible to Erie Thames and unless otherwise specified during the early consultation process:

- Mounted 1.7 meters from the finished grade to the center of the meter and, either on the exterior of the front of the building or, within 3 meters of the front of the building on the driveway side.
- Installed ahead of (on the line side of) the main disconnect switch.
- Installed in a location, which is and will remain unobstructed by fences, hedges, expansions, sunrooms, porch enclosures, and any other impediments.
- If the meter is not to be installed on the actual building, it is important to contact Erie Thames for specific location instructions prior to installation.

*For more details refer to section 2.3.7 in these Conditions of Service.*

### **3.2.9 Overhead Service**

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

### **3.2.10 Underground Service:**

Under normal circumstances, Commercial buildings are supplied electrical energy by an underground service through a single point of entry for each land parcel, at a location specified by Erie Thames.

### **3.2.11 Supply of Equipment**

Erie Thames supplies, installs and maintains subject to the variable connection fee:

- Primary switchgear.
- Primary transformation equipment.
- Meter and secondary metering transformers.

The Owner shall supply, install and maintain any additional equipment required for the connection beyond the point of Demarcation.

### **3.2.12 Inspection**

Prior to connection of the service the Local Distribution Company requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by Erie Thames prior to connection.

Erie Thames or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of Erie Thames and subject to inspection by Erie Thames.

*(Refer to section 2.1.4 for further inspection details)*

## **3.3 General Service (Above 50 kW)**

### **3.3.1 General**

This section refers to the supply of electrical energy to General Service Customers requiring a connection with a connected load greater than 50 kW.

### **3.3.2 Early Consultation**

Detailed regulations cannot be stated which would be applicable to all cases, therefore the Owner will consult with Erie Thames in the early planning stages to ascertain Erie Thames requirements.

The Owner shall supply a completed Electrical Service Connection Form to Erie Thames well in advance of installation commencement to allow Erie Thames time for proper planning, ordering of equipment etc.

### **3.3.3 Standard Connection Allowance**

All costs attributed to the connection of a new General Service customer (Above 50 kW) shall be recovered through a variable connection Fee.

### **3.3.4 Variable Connection Fees**

All costs associated with the installation of connection assets shall be subject to a variable connection charge. Erie Thames may recover this amount from a customer through a connection charge or equivalent payment.

### **3.3.5 Point of Demarcation**

In all cases the final Demarcation Point will be the decision of Erie Thames.

The Customer must obtain a Demarcation Point Location from Erie Thames before proceeding with the installation of any service. Failure to do so may result in the Demarcation Point having to be relocated at the Customer's expense.

Maintenance of the portion of the Secondary Service owned by Erie Thames includes repair and like for-like replacement of a wire or cable that has failed irreparably. The Customer is responsible for all civil work, supports, vegetation and landscaping associated with any such repair or replacement of the portion of Secondary Service owned by Erie Thames.

Erie Thames shall perform the maintenance or replacement of all underground looped cables that form part of the Distribution plant circuits. Following maintenance, surface restoration by Erie Thames will include only soil, sod, gravel or asphalt.

Where damage can be shown to be the Owner's liability, maintenance and repair are at the Owners' expense

#### **3.3.5.1 Secondary Service Connections**

A General Service Customer Demarcation Point for customers above 50 kW is at the secondary side of the transformer, or as otherwise set by Erie Thames, beyond which the customer bears full responsibility for installation and maintenance.

In some instances, where it is in the best interest of the operation of the distribution system, Erie Thames may establish the Delivery point at the top of stack for overhead services or at the meter base for underground services.

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

The Demarcation Point might be located on an adjacent property. In such cases, a registered easement must exist.

### **3.3.5.2 Primary Service Connections**

For Primary Service, the Demarcation Point is the primary connection at Erie Thames's Distribution system.

In some circumstances the owner may be required to construct a private pole line. Primary conductors will be terminated complete with cut-out(s) at the Demarcation Point by Erie Thames at the owners' expense.

Where a private pole line is to be constructed by the Owner with an approved contractor, this shall be constructed to the ESA and Erie Thames requirements.

An electrical requirement in excess of 300 kVA may require a customer owned substation.

In some instances primary metering may be required.

### **3.3.6 Supply Voltage**

A General Service building is supplied at one service voltage per land parcel. Depending upon the location of the building the supply voltage will be one of the following:

- *120/240 Volts 1 Phase 3 Wire*
- *120/208 Volts 3 Phase 4 Wire*
- *347/600 Volts 3 Phase 4 Wire*

Depending upon the location of the building Primary supplies to transformers and Customer owned Sub-Stations will be one of the following as determined by Erie Thames:

- *2,400/4,160 volts 3 phase 4 wire*
- *4,800/8,320 volts 3 phase 4 wire*
- *7,200/12,400 volts 3 phase 4 wire*
- *8,000/13,800 volts 3 phase 4 wire*
- *16,000/27,600 volts 3 phase 4 wire*
- *44,000 Volts - 3 Phase 3 Wire*

The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by Erie Thames. The Owner shall obtain prior approval from Erie Thames for the use of any specific voltage at any specific location.

### **3.3.7 Access**

At Erie Thames discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in Erie Thames name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to Erie Thames at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution equipment.

### **3.3.8 Metering**

Meter installations will be directly accessible to Erie Thames. The owner will consult with Erie Thames well in advance of installation commencement to allow Erie Thames time for proper planning and

ordering of equipment.

*For more details refer to section 2.3.7 in these Conditions of Service.*

### **3.3.9 Overhead Service**

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

### **3.3.10 Underground Service**

Under normal circumstances, Commercial buildings are supplied electrical energy by an underground service through a single point of entry for each land parcel, at a location specified by Erie Thames.

### **3.3.11 Sub-transmission Service**

The Owner will pay for the full cost of sub-transmission services and may in some circumstances be required to construct a private pole line. Erie Thames will terminate sub-transmission conductors complete with live line loops and hardware at the Demarcation Point.

### **3.3.12 Supply of Equipment**

Erie Thames supplies, installs and maintains subject to the variable connection fee:

- Primary switchgear.
- Primary transformation equipment.
- Meter and secondary metering transformers.

The Owner shall supply, install and maintain any additional equipment required for the connection beyond the point of Demarcation.

### **3.3.13 Short Circuit Capacity**

The Owner shall ensure that the service entrance equipment has an adequate short-circuit interrupting capability.

### **3.3.14 Inspection**

Prior to connection of the service the Local Distribution Company requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by Erie Thames prior to connection.

Erie Thames or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of Erie Thames and subject to inspection by Erie Thames.

*(Refer to section 2.1.4 for further inspection details)*

## **3.4 General Service (Above 500 kW)**

### **3.4.1 General**

This section refers to the supply of electrical energy to General Service Services requiring a connection at a connected load greater than 500 kW.

### **3.4.2 Early Consultation**

Detailed regulations cannot be stated which would be applicable to all cases, therefore the Owner will consult with Erie Thames in the early planning stages to ascertain Erie Thames requirements.

The Customer shall supply a completed Electrical Service Connection Form to Erie Thames well in advance of installation commencement to allow Erie Thames time for proper planning, ordering of equipment etc.

Erie Thames will:

- *Advise the customer of the suitability of the in-service date*
- *Arrange with the customer for a Service Contract*
- *Review the submitted drawings; return one set to the customer with comments and/or approval. If requested by Erie Thames, the customer shall resubmit the drawings where the comments are extensive and require major changes*
- *Specify the required main fuse link or relay setting for co-ordination with the system. In case of multiple transformer stations, a complete co-ordination study shall be submitted by the customer for approval.*
- *Make the final connection to the source of supply*
- *Determine metering requirements*
- *Advise the Transmitter of the particulars of the customer owned substation*

### **3.4.3 Standard Connection Allowance**

All costs attributed to the connection of a new General Service customer (Above 500 kW) shall be recovered through a variable connection Fee.

### **3.4.4 Variable Connection Fees**

All costs associated with the installation of connection assets shall be subject to a variable connection charge. Erie Thames may recover this amount from a customer through a connection charge or equivalent payment.

### **3.4.5 Point of Demarcation**

In all cases the final Demarcation Point will be the decision of Erie Thames.

The Customer must obtain a Demarcation Point Location from Erie Thames before proceeding with the installation of any service. Failure to do so may result in the Demarcation Point having to be relocated at the Customer's expense.

Maintenance of the portion of the Primary Service owned by Erie Thames includes repair and like for-like replacement of a wire or cable that has failed irreparably. The Customer is responsible for all civil work, supports, vegetation and landscaping associated with any such repair or replacement of the portion of Secondary Service owned by Erie Thames.

Erie Thames shall perform the maintenance or replacement of all underground looped cables that form part of the Distribution plant circuits. Following maintenance, surface restoration by Erie Thames will include only soil, sod, gravel or asphalt.

Where damage can be shown to be the Owner's liability, maintenance and repair are at the Owners' expense

Erie Thames reserves the right to direct the operations of any customer owned switchgear connected to the distribution system including those located beyond the point of demarcation.

### **3.4.5.1 Service Installation**

In General, the Demarcation Point for a General Service Customer with a demand of over 500 kW is on the primary side of the transformer at the first available distributor owned point of isolation, or as otherwise set by Erie Thames. This delivery point might be located on an adjacent property from which Erie Thames has an authorized easement. In all cases the final Demarcation Point will be the decision of Erie Thames.

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

Erie Thames will install overhead supply lines and required cut-outs to the first point of support on private property. The location of this support must be approved by Erie Thames and shall be within 30 metres of Erie Thames existing overhead plant. All costs for materials and labour shall be at the customers' expense.

The service pole or first point of support on private property shall be considered self-supported and shall be complete with suitable hardware for attaching the suspension insulators. The Customer shall be responsible for all costs associated with equipment, installation, and inspection.

Where the customer wishes an underground supply, the customer shall supply and install the underground cables and termination pole complete with primary switch, fuses and lightning arresters. The installation shall be subject to ESA inspection and specific approval of Erie Thames. The customer owned termination pole must comply with items as prescribed by Erie Thames.

At Erie Thames discretion, the customers' underground service may be connected to a termination pole owned by Erie Thames. In such cases, Erie Thames shall supply and install at the customers expense, any required primary switch, fuses, and lightning arrestors.

When requested, the customer shall make provision in the substation switchgear or transformer, for loop feeding Erie Thames supply cables via load interrupter switches.

In some instances, primary metering may be required.

### **3.4.6 Supply Voltage**

A General Service building is supplied at one service voltage per land parcel.

General Service connections above 500 kW may require a customer owned substation.

Depending upon the location of the building, primary supplies to transformers and Customer owned Sub-Stations will be one of the following as determined by Erie Thames:

- 2,400/4,160 volts 3 phase 4 wire
- 4,800/8,320 volts 3 phase 4 wire
- 7,200/12,400 volts 3 phase 4 wire
- 8,000/13,800 volts 3 phase 4 wire
- 16,000/27,600 volts 3 phase 4 wire
- 44,000 Volts - 3 Phase 3 Wire

The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by Erie Thames. The Owner shall obtain prior approval from Erie Thames for the use of any specific voltage at any specific location.

### **3.4.7 Access**

At Erie Thames discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in Erie Thames name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to Erie Thames at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution equipment.

Where the high voltage interrupting switches are located inside a building, a direct outside entrance to the switchgear room must be provided.

The outside door providing direct access to the transformer or switchgear room must be compliant with all applicable codes and requirements, and of a quality to be approved by Erie Thames.

### **3.4.8 Metering**

The owner will supply and install provisions for metering following the details outlined both in these Conditions of Service, and technical documents provided to the customer during the consultation process.

*For more details refer to section 2.3.7 in these Conditions of Service.*

### **3.4.9 Sub-transmission Service**

The Owner will pay for the full cost of sub-transmission services and may in some circumstances be required to construct a private pole line.

Erie Thames will terminate sub-transmission conductors complete with live line loops and hardware at the Demarcation Point.

### 3.4.10 Short Circuit Capacity

The Owner shall ensure that the service entrance equipment has an adequate short-circuit interrupting capability.

### 3.4.11 Drawings

Apart from the regular drawings submission to the ESA, the customer shall provide two sets of the following drawings and details to Erie Thames.

**Survey Plan:** prepared by an Ontario Land Surveyor, showing the property limits, registered plan and existing buildings or easements if any.

**Site Plan:** showing the location of the station relative to buildings, structures and set backs from adjacent property lines. The site plan shall also include the exact location of existing Distributor owned plant and the proposed route of the incoming supply.

**Schematic or Single-Line Diagram:** indicating the major components of the station and their electrical ratings. Where additions or alterations are being made, these shall be clearly distinguished from unchanged portions of the installation.

**Electrical Details:** sufficient details shall be provided in order to enable fast processing and approval of the station drawings. The following represents the minimum data required.

- Plan, elevation and profile views of the station structure, switchgear, transformer(s), termination poles, duct banks, etc.
- Dimensions to clearly indicate the electrical, physical and working clearances as well as relative location of all equipment.
- Pole or structure for dead-ending Erie Thames lines shall be complete with suitable hardware for attaching the suspension insulators that will be supplied and installed by Erie Thames.
- Fencing arrangement.
- Grounding details. (In the case of indoor metal enclosed switchgear, when Erie Thames has operating control of any interrupter switches, the assembly shall further incorporate ground rod parking stands and stirrups per Erie Thames Specifications.)
- Details of vault construction (if indoor substation).
- Manufacturer's drawings of metal-enclosed switchgear showing internal arrangement of equipment, clearances, means of access, interlocking and provision for personal safety. Where Erie Thames cables terminate in the switchgear, the customer shall provide suitable terminators for the size and type of cable as specified by Erie Thames.
- When the customer's switchgear is used for loop feeding Erie Thames supply cables, provision for padlocking the in and out load interrupter switches and the associated bay doors shall be required.

- Indoor and outdoor switchgear assemblies shall contain a space heater and protective guard in each bay, along with thermostat(s), sized to promote air circulation and to prevent condensation from forming.
- At the discretion of Erie Thames, the customer shall make provisions for a future system neutral connection to the customer's dead-ending pole or structures installed by Erie Thames. Where Erie Thames neutral terminates in the customer's switchgear, the customer shall provide a suitable connector on the ground bus for the size and type of cable specified by Erie Thames.

### 3.4.12 Pre-Service Inspection

The customer shall present to Erie Thames a final "Pre-service Inspection Report" a minimum of 3 working days before connection can be affected.

The "Pre-Service Inspection Report" shall outline and document the results of all tests and inspection carried out on the substation components. The information contained in the report must be to the satisfaction of Erie Thames before connection can be authorized.

The "Pre-Service Inspection Report" shall be required in case of:

- **New Substation**: in which case all components of the substation shall be reported upon.
- **Modified substation**: in which case all components of the substation shall be reported upon.

Prior to connection of the service the Local Distribution Company requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by Erie Thames prior to connection.

Erie Thames or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of Erie Thames and subject to inspection by Erie Thames.

*(Refer to section 2.1.4 for further inspection details)*

## 3.5 Embedded Generation

### 3.5.1 General

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

Erie Thames 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 Erie Thames distribution system shall enter into a Connection Agreement with Erie Thames.

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

The Embedded Generator is responsible for providing suitable embedded generator equipment to protect his plant and equipment for any conditions on Erie Thames 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 Erie Thames 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 Erie Thames contact as identified by Erie Thames.

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 Erie Thames.

The purpose of Erie Thames review is to establish that the embedded generator electrical interface design meets Erie Thames 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 Erie Thames or transmission authority system.

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

### **3.5.2 Protection**

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

#### **3.5.2.1 Internal Faults**

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

#### **3.5.2.2 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).

### **3.5.2.3 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 Erie Thames 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.

### **3.5.2.4 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

### **3.5.2.5 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.

## **3.5.3 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.

### **3.5.4 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 at 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.

### **3.5.5 Maintenance**

An Embedded Generator shall have a regular scheduled maintenance plan to assure Erie Thames 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 Erie Thames 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 Erie Thames and the Generator) and financial and material requirements. Erie Thames shall be notified of any deficiencies involving critical protective equipment.
- Erie Thames shall be provided with copies of all relevant inspection and repair reports that may affect the protection and performance of Erie Thames systems. Erie Thames has the right to witness any relevant test being performed by the generator.

## **3.6 Embedded Market Participant**

An Embedded Market Participant shall provide Erie Thames with proof of compliance of IESO registration Requirements, and appropriate Licences.

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 Erie Thames distribution facilities.

### **3.7 Embedded Distributor**

An Embedded Distributor shall provide Erie Thames with proof of compliance of IESO and OEB registration Requirements, and appropriate Licences.

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 Erie Thames distribution facilities.

### **3.8 Miscellaneous Small Services**

This section pertains to the supply of electrical energy for Street Lighting, Traffic Signals, Bus Shelters, Telephone Booths, Cable T.V. Amplifiers, Decorative Street Lighting, Bill Boards, and other similar small loads.

#### **3.8.1 General**

At the discretion of Erie Thames, the service voltage will be:

120/240 volts, single phase three wire or  
120 volts, single phase two wire or  
347/600V three phase, four wire

The method and location of the supply will vary based on the conditions present on Erie Thames plant, and will be established for each application through consultation with Erie Thames.

Where specified by Erie Thames during the Early Consultation process, the Customer will provide underground ducts to Erie Thames specifications.

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

Erie Thames at the Owners' expense will install required transformation.

Where at the discretion of Erie Thames, a meter is not installed, energy consumption will be based on the connected wattage and the calculated hours of use.

Prior to energization of a service Erie Thames will require notification from the ESA that the installation has been inspected and approved for connection.

#### **3.8.2 Early Consultation**

The Owner shall supply a completed Electrical Service Connection Form to Erie Thames well in advance of installation commencement to allow Erie Thames time for proper planning, ordering of equipment etc. Information required includes:

- Required in-service date
- Requested Service Entrance Capacity and voltage rating of the service entrance equipment
- Locations of other services, gas, telephone, water and cable TV
- Survey plan and site plan indicating the proposed location of the service equipment with respect to public rights-of way and lot lines.

### **3.8.3 Street Lighting**

Town street-lighting that is designed, installed, and maintained by Erie Thames shall be fully funded by the Municipality to ensure adherence to the Affiliate Relationship Code and Erie Thames Distribution Licence.

### **3.8.4 Traffic Signals**

Traffic Signals and Crosswalk Lights are owned and maintained by the applicable road authority.

### **3.8.5 Bus Shelters**

Bus Shelter Lighting is owned and maintained by the Customer.

### **3.8.6 Decorative Street Lighting**

Such installations could be lighting for festive occasions or "neighbourhood character" street-scaping and will be maintained by the Customer.

## SECTION 4 GLOSSARY OF TERMS

**“Conditions of Service”** means the document developed by Erie Thames in accordance with subsection 2.3 of the Distribution System Code, that describes the operating practices and connection rules for Erie Thames;

**“Condominiums”** are located on common land, which is the property of a condominium corporation or is owned by the Owner of all of the units (rental property). These units usually front onto internal roads that are also privately owned;

**“Condominium Development”** is a structure or complex of structures each containing more than two residential units. A single residential customer would occupy each unit and have direct outside access at ground level;

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

**“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 or from that connection;

**“Connection assets”** means that portion of the distribution system used to connect a customer to the existing main distribution system, and consists of the assets between the point of connection on a distributors’ main distribution system and the ownership Demarcation Point with that customer;

**“Consumer”** means a person who uses, for the person’s own consumption, electricity that the person did not generate;

**“Customer”** means a person that has contracted for or intends to contract for connection of a building or an embedded generation facility. This includes developers of residential or commercial subdivisions;

**“Demand meter”** means a meter that measures a consumers’ peak usage during a specified period of time;

**“Demarcation Point”** means the point at which the obligation of Erie Thames ends and those of the Customer begin for the purposes of maintenance and repair of the distribution service;

**“Disconnection”** means a deactivation of connection assets, which results in cessation of distribution services to a consumer;

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

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

**“Distribution loss factor”** means a factor(s) 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.;

**“Distribution services”** means services related to the distribution of electricity and the services the Board has required distributors to carry out.

**“Distribution system / plant”** 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;

**“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 a distributor with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards of distribution systems;

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

**“Electricity Act”** means the *Electricity Act, 1998*, S.O. 1998, c.15, Schedule A;

**“Energy Competition Act”** means the *Energy Competition Act, 1998*, S.O. 1998, c. 15;

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

**“Embedded Distributor”** means a distributor who is not a wholesale market participant and that is provided electricity by a host distributor;

**“Embedded Generation Facility”** means a generator whose generation facility is not directly connected to the IESO-controlled grid but instead is connected to a distribution system;

**“Embedded Load Displacement Generation Facility”** means an embedded generation facility connected to the customer side of the revenue meter where the generation facility does not inject electricity into the distribution system for the purpose of sale;

**“Embedded Market Participant”** means a consumer who is a wholesale market participant whose facility is not directly connected to the IESO-controlled grid but is connected to a distribution system;

**“Emergency”** means any abnormal system condition that requires remedial action to prevent or limit loss of a distribution system or supply of electricity, or that could adversely affect the reliability of the electricity system;

**“Emergency backup generation facility”** means a generation facility that has a transfer switch that isolates it from a distribution system;

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

**“Expansion”** means an addition to a distribution system in response to a request for additional customer connections that otherwise could not be made; for example, by increasing the length of the distribution system;

**“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;

**“Generate”**, with respect to electricity, means to produce electricity or provide ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system;

**“Generation Facility”** means a facility for generating electricity or providing ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system, and includes any structures, equipment or other things used for that purpose;

**“Generator”** means a person who owns or operates a generation facility;

**“Geographic Distributor”** with respect to a load transfer, means Erie Thames that is licensed to service a load transfer customer and is responsible for connecting and billing the load transfer customer;

**“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 judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America;

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

**“IESO”** means the Independent Electricity Market Operator established under the *Electricity Act*;

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

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

**“Large Embedded Generation Facility”** means an embedded generation facility with a name-plate rated capacity of 10MW or more;

**“Lies Along”** means a property can be connected to Erie Thames distribution system without an expansion or enhancement, and meets the conditions listed in the Conditions of Service of Erie Thames who owns or operates the distribution line.

**“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;

**“Load Transfer Customer”** means a customer that is provided distribution services through a load transfer;

**“Market Rules”** means the rules made under section 32 of the *Electricity Act*;

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

**“Medium Sized Embedded Generation Facility”** means an embedded generation facility with a name-plate rated capacity of less than 10 MW and:

- a) more than 500 kW in the case of a facility connected to a less than 15kV line;
- b) more than 1 MW in the case of a facility connected to a 15 kV or greater line;

**“Meter Service Provider”** means any entity that performs metering services on behalf of a distributor, generator, or registered market participant;

**“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;

**“Metering Services”** means installation, testing, reading and maintenance of meters;

**“Micro Embedded Load Displacement Generation Facility”** means an embedded load displacement generation facility with a name-plate rated capacity of 10 kW or less;

**“Ontario Electrical Safety Code”** means the code adopted by O. Reg. 164/99 as the Electrical Safety Code;

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

**“Operational Demarcation Point”** means the physical location at which a distributors’ responsibility for operational control of distribution equipment including connection assets ends at the customer;

**“Ownership Demarcation Point”** means the physical location at which a distributors’ ownership of distribution equipment including connection assets ends at the customer;

**“Physical Distributor”** with respect to a load transfer, means Erie Thames that provides physical delivery of electricity to a load transfer customer, but is not responsible for connecting and billing the load transfer customer directly;

**“Point of Supply”** with respect to an embedded generation facility, means the connection point where electricity produced by the generation facility is injected into a distribution system;

**“Rate”** means any rate, charge or other consideration, and includes a penalty for late payment;

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

**“Regulations”** means the regulations made under the *Act or the Electricity Act*;

**“Retail”**, with respect to electricity means,

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

**“Retail Settlement Code”** means the code approved by the Board and in effect at the relevant time, which, among other things, establishes a distributors’ obligations and responsibilities associated with financial settlement among retailers and customers and provides for tracking and facilitating customer transfers among competitive retailers;

**“Retailer”** means a person who retails electricity;

**“Service Area”** with respect to a distributor, means the area in which Erie Thames is authorized by its license to distribute electricity;

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

**“Total losses”** means the sum of distribution losses and unaccounted for energy;

**“Townhouses”** are usually a free hold property, the land is owned by the individual Owners of each unit, fronting onto a municipal street;

**“Townhouse Development”** is a structure or complex of structures each containing more than two residential units. A single residential customer would occupy each unit, and have direct outside access at ground level;

**“Transmission System”** means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose;

**“Transmission System Code”** means the Board approved code 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;

**“Transmit”** with respect to electricity, means to convey electricity at voltages of more than 50 kilovolts;

**“Transmitter”** means a person who owns or operates a transmission system;

**“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 un-metered loads, energy theft and non-attributable billing errors;

**“Un-metered loads”** means electricity consumption that is not metered and is billed based on estimated usage;

**“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;

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

## **SECTION 5 APPENDICIES**

Appendix 1 - Electrical Service Connection Form

Appendix 2 - Electric Service Meter Base/ Service Verification Form

Appendix 3 - Policies:

- 5.0 Opening and Closing of Accounts at the Request of a Third Party
- 6.1 Security Deposits
- 7.0 Collections Overview
- 7.1 Customer Collections
- 7.2 Retailer Collections
- 7.3 Use of Load Control Devices
- 8.0 Disconnection/Reconnection Overview
- 8.1 Disconnection/Reconnection
- 8.2 Disconnection/Reconnection by Request
- 8.3 Safety and Reliability
- 8.4 Unauthorized Use of Electricity

Appendix 4 – Summary of Changes

# Appendix 1

<span style="font-size: 1.2em; font-weight: bold; vertical-align: middle;">ERIE THAMES POWER</span>																							
143 Bell Street, Box 157 Ingersoll ON N5C 3K5 (519)485-1820 Toll free 1866-878-0037 FAX 15194855838 <a href="http://www.eriethamespower.com">www.eriethamespower.com</a>																							
CUSTOMER REQUEST FOR INDUSTRIAL COMMERCIAL ELECTRICAL SERVICE CONNECTION																							
WO# _____																							
PROJECT LOCATION	BILLING INFORMATION																						
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FORM COMPLETED EMAIL TO: <a href="mailto:supervisors@eriethamespower.com">E-MAIL TO SUPERVISORS</a>																							
COMMENTS _____ _____																							
REQUIRED IN SERVICE DATE: _____	SIGNATURE: _____																						
58-03																							

## Appendix 2



### Electric Service Meter Base/ Billing Address Verification Form

This form **must** be completed by the Owner and/or their Electrical Contractor if applicable prior to service connection.


Electric Service Municipal Address: _____	
Name of Owner: _____	
Telephone: ( ) _____	Fax: ( ) _____
Name of Contractor: _____	
Telephone: ( ) _____	Fax: ( ) _____

In area (A) provided below, carefully sketch the Front View layout of the Electric Meter Base(s). Match the corresponding (B) **BILLING ADDRESS** for each meter base(s) shown in (A).

(A) FRONT VIEW OF ELECTRIC METER BASE(S)	(B) BILLING ADDRESS
	1)
	2)
	3)
	4)
	5)
	6)
	5)
	7)
	8)
	9)
	10)
11)	

I/We the undersigned, acknowledge the information provided above has been verified and is accurate.	
Signature of Owner: _____	Date: _____
Signature of Contractor: _____	Date: _____

### Appendix 3

 <b>ERIE THAMES</b> POWERLINES	<b>Policy # ETPL-2011-5.0</b>	Approved By: President
		Approved Date: January 2012
	<b>Opening and Closing of Accounts at the Request of a Third Party</b>	Revision: 1.0
RRAM #:		

#### 5.0.1 PURPOSE:

The purpose of this policy is to document the rules described in the Distribution System Code -Section 2.8 Opening and Closing of Accounts to ensure that Erie Thames Powerlines complies with the rules when a request is received by a third party to open or close an account with Erie Thames Powerlines.

#### 5.0.2 POLICY STATEMENT:

When Erie Thames opens or closes an account for a property in the name of a person at the **request of a third party**, Erie Thames shall:

- within 15 days of the opening of the account contact the person by telephone, if the person cannot be reached by telephone a letter will be hand delivered to the subject property advising of the opening of the account and requesting that the person confirm that he or she agrees to be the named customer;
- advise the third party that the account will not be set up as requested if Erie Thames does not receive confirmation from the intended customer prior to the scheduled move in date;
- not be required to send a letter advising of the opening of the account where the request to open the account is made in writing by the person's solicitor or person in possession of a valid Power of Attorney for the person;
- where Erie Thames has opened an account for a property in the name of a person at the request of a third party, Erie Thames shall not seek to recover from the third party any charges for service provided to the property unless the third party has agreed to be the customer of Erie Thames in relation to the property;
- where a request was received to close or transfer an account in relation to a rental unit from someone other than the occupant, Erie Thames shall not seek to recover any charges for service provided to that rental unit or residential property after closure of the account from any person other than the occupant, including the landlord for the residential complex or a new owner of the residential property, unless the person has agreed to assume responsibility for those charges.

Erie Thames may enter into an agreement with a landlord whereby the landlord agrees to assume responsibility for paying for continued service to the rental property after closure of a tenant's account.

The agreement with the landlord may be established by verbal request over the telephone. Erie Thames will document confirmation of the verbal request on the applicable account for the duration of the agreement with the landlord.


Erie Thames shall accept written agreements in electronic form (email) in accordance to the *Electronic Commerce Act, 2000*.

#### 5.0.3 RESPONSIBILITIES:

Management of the company is responsible for ensuring that the corporation is protected from undue risk of bad debt.

#### 5.0.4 REFERENCES:

*Distribution System Code* – The Ontario Energy Board

	Policy # ETPL-2011-6.1	Approved By: President
	Security Deposits	Approved Date: January 2012
RRAM #:		Revision: 3.1

**6.0.1 PURPOSE:**

This policy describes the terms and conditions Erie Thames Powerlines will use for collection, maintaining and returning customer security deposits which shall be consistent with the provisions described in the Distribution System Code.

In accordance with the Distribution System Code, Erie Thames Security Deposit Policy shall include:

- a list of all potential types/forms of security accepted;
- a detailed description of how the security is calculated;
- limits on the amount of security required;
- the planned frequency, process and timing of updating security;
- a description of how interest payable to customers is determined;
- criteria customers must meet to have security deposit waived and/or returned; and
- methods of enforcements where a security deposit is not paid.

**6.0.2 POLICY STATEMENT:**

Erie Thames Powerlines may use any risk mitigation options available to manage customer non-payment risk. Erie Thames Powerlines shall not discriminate among customers with similar risk profiles or risk related factors except where expressly permitted under the Distribution System Code.

Erie Thames Powerlines will comply with the deposit requirements as defined in the Distribution System Codes but may waive these requirements in favour of a customer or potential customer.

Erie Thames Powerlines will disclose to the customer the reasons for requiring the security deposit.

**6.0.3 FORM OF SECURITY DEPOSIT:**

**Residential**

The form of payment of a security deposit for a residential customer shall be cash or cheque at the discretion of the customer or such other form as is acceptable by Erie Thames Powerlines.

Erie Thames Powerlines shall permit a residential customer to pay a security deposit in equal instalments over a 6 month period.

Erie Thames Powerlines shall allow a residential customer to repay a security deposit that was applied in full or in part to the residential customers account to offset amounts owing at that time as an attempt to avoid a disconnection notice for non-payment, in equal instalments over a 6 month period.

The customer may elect to pay the security deposit over a shorter period of time.

**General Service**

The security deposit will be in the form of cash, cheque or an automatically renewing irrevocable letter of credit from a bank for non residential customers.

Erie Thames Powerlines may also accept other forms of security such as surety bonds and third party guarantees.

Non-residential customer's shall pay the security deposit in equal instalments over 4 months, the first instalment being due on the implementation of an implied contract or the signing of service agreement. The customer may elect to pay the security deposit over a shorter period of time.

#### **6.0.4 METHOD OF CALCULATION AND LIMIT OF SECURITY DEPOSIT:**

The maximum amount of the security deposit that a customer is required to pay shall be calculated as follows:

- the billing cycle factor times the estimated bill based on the customer's average monthly load with Erie Thames Powerlines during the most recent 12 consecutive months within the past two years.
- Where relevant usage information is not available for the customer for 12 consecutive months within the past two years or the billing system is not capable of making the calculation, the customer's average monthly load shall be based on a reasonable estimate made by Erie Thames Powerlines.

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

For a low-volume consumer or designated consumer the price estimate used in calculating competitive electricity costs shall be the same as the price used by the IESO for the purpose of determining maximum net exposures and prudential support obligations for Erie Thames Powerlines.

If a non-residential customer with a >50kW demand rate can provide a credit rating from a recognized credit rating agency, the maximum amount of the security deposit required by Erie Thames Powerlines shall be reduced in accordance with the following table:

##### **Credit Rating**

(Using Standard and Poor's Rating Terminology)

##### **Allowable Reduction in Security Deposit**

AAA- and above or equivalent 100%

AA-, AA, AA+ or equivalent 95%

A-, From A, A+ to below AA or equivalent 85%

BBB-, From BBB, BBB+ to below A or equivalent 75%

Below BBB- or equivalent 0%

#### **6.0.5 PLANNED FREQUENCY, PROCESS AND TIMING OF UPDATING SECURITY DEPOSITS:**

Erie Thames Powerlines shall review every customer's security deposit at least once every calendar year to determine whether the entire amount of the security deposit is to be returned to the customer or adjusted based on a re-calculation of the maximum amount of the security deposit.

Where a residential customer has paid the security deposit in instalments, Erie Thames shall conduct a review of the customer's security deposit in the calendar year in which the anniversary of the first instalment occurs.

When Erie Thames Powerlines determines in conducting a review that the amount of the security deposit is to be adjusted upwards based on the recalculation of the maximum amount of the security deposit, Erie Thames Powerlines shall permit the customer to pay the adjusted amount in equal instalments paid over a period off at least 6 months.

Erie Thames shall allow a customer to repay a security deposit that was applied to the customer's account to offset amounts owing in equal instalments over at least 6 months.

Any security deposit received from the customer, upon closure of the customer account, shall be applied to the final bill prior to change in service and can be used to off-set other amounts owing by the customer to Erie Thames Powerlines. The balance shall be returned within six weeks of closure of the account.

## 6.0.6 INTEREST PAYABLE:

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

## 6.0.7 CRITERIA REQUIRED FOR WAIVERED AND/OR RETURN OF SECURITY DEPOSIT:

Erie Thames Powerlines reserves the right to collect a security deposit from a customer that is not billed by a competitive retailer under retailer-consolidated billing unless the customer has a good payment history of:

- 1 year in the case of a residential customer,
- 5 years in the case of a non-residential customer in < 50 kW demand rate class, or
- 7 years in the case of a non-residential customer in any other rate class.

The time period that makes up the good payment history must be the most recent period of time and some of the time period must occur in the previous 24 months.

A customer is deemed to have a good payment history, unless, during the relevant time period the customer has received:

- more than one disconnection notice from the Erie Thames Powerlines, or
- more than one cheque given to the Erie Thames Powerlines by the customer has been returned for insufficient funds, or
- more than one pre-authorized payment to Erie Thames Powerlines has been returned for insufficient funds, or
- a disconnection/collection trip has occurred, or
- all or part of a security deposit held on file was applied to offset amounts owing by a residential customer prior to disconnection of their electricity service for non-payment of account and the customer is required by Erie Thames to pay back the security deposit.

Erie Thames Powerlines shall not require a security deposit if the customer provides the following prior to the implementation of service:

- the customer provides a letter from another distributor or gas distributor in Canada confirming a good payment history for the most recent relevant time period, some of this time period must have incurred within the last 24 months,
- a customer, other than a customer in a >5,000 kW demand rate class, that provides a satisfactory credit check made at the customer's expense,
- a customer has been qualified as an eligible low-income customer and requests a waiver,
- If a non-residential customer in any class other than <50kW demand rate can provide a credit rating from a recognized credit rating agency, the maximum amount of the security deposit required by Erie Thames Powerlines shall be reduced in accordance with the following table:

### **Credit Rating**

(Using Standard and Poor's Rating Terminology)

### **Allowable Reduction in Security Deposit**

AAA- and above or equivalent 100%

AA-, AA, AA+ or equivalent 95%

A-, From A, A+ to below AA or equivalent 85%

BBB-, From BBB, BBB+ to below A or equivalent 75%

Below BBB- or equivalent 0%

In the case of a customer in a >5,000kW demand rate class, where the customer is now in a position that it would be exempt from paying a security deposit, however, had previously paid a security deposit to Erie Thames Powerlines, Erie Thames Powerlines is only required to return 50% of the security deposit.

Erie Thames shall give notice to all residential customers, at least annually, that any residential customer that qualifies as an eligible low-income customer may request and receive a refund of any security deposit previously paid to Erie Thames, after application of the security deposit to any outstanding amounts owing on the customer's account.

Erie Thames shall advise the eligible low-income customer that has requested a refund, within 10 days of the request, that the balance remaining after application of the security deposit to the customer's outstanding arrears will be credited to the customer's account if the remaining amount is less than one month's average billing. Where the remaining amount is equal to or greater than one month's average billing the customer may elect to receive the refund by cheque. Erie Thames will issue the cheque within 11 days of the customer's request for payment by cheque.

Erie Thames Powerlines shall apply all or part of any security deposit held on account against any amounts owing prior to issuing a disconnection notice to a residential customer for non-payment.

Erie Thames Powerlines may at its discretion reduce the amount of a security deposit for any reason including where the customer pays under an interim payment arrangement and where the customer makes pre-authorized payments.

Erie Thames shall promptly return any security deposit received from a customer within six weeks of the closure of the customer's account, subject to Erie Thames right to use the security deposit to set off other amounts owing by the customer to Erie Thames.

Erie Thames shall apply a security deposit to the final bill prior to the change in service where a customer changes from SSS to a competitive retailer that uses retailer-consolidated billing or a customer changes billing options from distributor-consolidated billing to split billing or retailer-consolidated billing, any remaining amounts will be promptly returned to the customer.

Erie Thames shall not pay any portion of a customer's security deposit to a competitive retailer.

Erie Thames may retain a portion of the security deposit where a change is made from distributor-consolidated billing to split billing that reflects the non-payment risk associated with the new billing options.

Where all or part of a security deposit has been paid by a third party on behalf of the customer, Erie Thames shall return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party when:

- the third party paid all or part of the security deposit directly to Erie Thames;
- the third party requested at the time the security deposit was paid that Erie Thames return all or part of the security deposit to them rather than the customer;
- there is not then any amount overdue for payment by the customer that Erie Thames is permitted by Code to offset using the security deposit.

#### **6.0.8 METHOD OF ENFORCEMENT WHERE SECURITY DEPOSIT IS NOT PAID:**

Failure to pay the security deposit as required will result in the immediate implementation of Erie Thames Powerlines collection policy process which may lead to the discontinuation of electrical service.

#### **6.0.9 DEFINITIONS:**

**“The Billing Cycle Factor”** is 2.5 if the customer is billed monthly, 1.75 if the customer is billed bi-monthly and 1.5 if the customer is billed quarterly.

**“Disconnection/Collection Trip”** is a visit to a customer's premises by an employee or agent of the Erie Thames Powerlines to demand payment of an outstanding amount or to shut off or limit distribution of electricity of the customer failing payment.

#### **6.0.10 RESPONSIBILITIES:**

The management of the company is responsible for ensuring that the corporation is protected from undue risk of bad debt.

#### **6.0.11 REFERENCES:**


*The Electricity Act, 1998* – Province of Ontario, Ministry of Energy, Science and Technology

*Market Rules* – The Independent Electricity Market Operator

*Distribution System Code* – The Ontario Energy Board

*Retail Settlement Code* – The Ontario Energy Board

*Distribution Rates Handbook* – The Ontario Energy Board

	<b>Policy # ETPL-2010-7.0</b>	Approved By: President, ETPL
		Approved Date: January 2012
RRAM #:	<b>Collection Overview</b>	Revision: 4.0

**7.0.1 PURPOSE:**

The purpose of this policy is to establish a process to ensure that every attempt has been made to avoid disconnection for non-payment of account and that money owed to Erie Thames Powerlines by consumers is collected.

**7.0.2 POLICY STATEMENT:**

Erie Thames Powerlines will collect all outstanding money owed from Customers and Retailers served by Erie Thames Powerlines distribution system in accordance with the principles defined in the *Electricity Act (1998)*, the Electricity Distribution Rate Handbook, Distribution System Code, Retail Settlement Code and Standard Supply Service Code.

The policies in this set are intended to provide guidance to Erie Thames Powerlines managers and staff, and to help them make operational decisions that are consistent with applicable codes and regulations.

- 7.1 Customer Collections
- 7.2 Retailer Collections
- 7.3 Use of Load Control Devices

**7.0.3 DEFINITIONS:**

**Customer and Consumer** will be understood herein as one and the same.

**Distributor-Consolidated Billing** is when a retailer marketer who has signed contracts in Erie Thames Powerlines service area and has opted for the distributor to do the billing and collection of the electricity commodity and all related non-competitive charges.

**Disconnection/Collect Trip** is a visit to a customer’s premises by an employee or agent of Erie Thames to demand payment of an outstanding amount or to shut off or limit distribution of electricity to the customer failing payment.

**Electricity Charges**, for the purpose of this policy, are charges that appear under the sub-headings “Electricity, Delivery”, “Regulatory Charges”, and “Debt Retirement Charge” as described in Ontario Regulation 275/04 (Information on Invoices to Low-volume Consumers of Electricity) made under the Act, and all applicable taxes. Where applicable, charges prescribed by regulations under section 25.33 of the *Electricity Act, 1998* and all applicable taxes on those charges, and OEB approved late payment fees, specific service charges and such other charges and applicable taxes associated with the consumption of electricity as may be required by law to be included, as may be designated by the Ontario Energy Board, not including security deposits.

**Eligible Low-Income Customer** means a residential electricity customer who has a pre-tax household income at or below the pre-tax Low Income Cut-Off, according to Statistics Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service agency or Government Agency; or a residential electricity customer who has been qualified for Emergency Financial Assistance.

**Emergency Financial Assistance** means any OEB approved emergency financial assistance program made available by a distributor or eligible low-income residential customers.

**Errors and Omissions Excepted** Erie Thames Powerlines shall reserve the right to make adjustments to any bill issued in error either in whole or in part.

**Late Payment Charge** is an OEB approved interest charge that is applied after a specified date or a due date on a customer’s bill.

**Licensed Competitive Retailer** is a company that has a valid electricity retailer’s license from the Ontario Energy Board.

**Load Control Device** means a load limiter, timer load interrupter or similar device that limits or interrupts normal electricity service.

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

**Timed Load Interrupter Device** means a device that will completely interrupt the customer's electricity intermittently for periods of time and allows full load capacity outside of the time periods that the electricity is interrupted.

**Non-Payment Risk Mitigation** Erie Thames Powerlines may use any risk mitigation options available under the law to manage consumer non-payment risk.

**Retailer-Consolidated Billing** is when the retail marketer opts to do the billing and collection of the electricity commodity and all related non-competitive charges.

**Split Billing** is when the retail marketer bills the customer for the electricity charges and Erie Thames Powerlines bills for the customer for non-competitive, debt retirement and distribution charges. The retailer and the distributor shall each be responsible for the collection of their own accounts.

**Standard Service Supply Customer** is a company or person who purchases electricity at spot market price or statutory pricing from Erie Thames Powerlines distribution system as a direct pass through from the IESO.

#### **7.0.4 COLLECTION PAYMENT METHODS:**

Erie Thames Powerlines may accept one or more of the following methods of payment but is not obligated to offer all methods:

Cash

Payment made through most Financial Institutions including telephone & computer banking

Certified Cheque

Money Order or Bank Draft

Credit Card issued by a Financial Institution

Preauthorized Payment Plan

#### **7.0.5 RESPONSIBILITIES:**

The management of the company is responsible for the approval of the policies contained in this manual.

#### **7.0.6 REFERENCES:**


*The Electricity Act, 1998*

*Electricity Distribution Rate Handbook* – The Ontario Energy Board

*Retail Settlement Code*– The Ontario Energy Board

*Distribution Rate Handbook* – The Ontario Energy Board

*Distribution System Code* – The Ontario Energy Board

 <b>ERIE THAMES</b>	<b>Policy # ETPL-2010-7.1</b>	Approved By: President, ETPL
		Approved Date: January 2012
RRAM #:	<b>Customer Collections</b>	Revision: 4.0

**7.1.1 PURPOSE:**

This policy confirms that Erie Thames must be prudent in their collection process to protect the Corporation from unpaid invoices. The detailed policies in this set are intended to establish and document a process that will provide guidance to Erie Thames management and staff, to help them make operational decisions to ensure that monies owed to Erie Thames by the consumer or retailer are collected in a timely manner.

**7.1.2 POLICY STATEMENT:**

Erie Thames will take steps to collect the total amount for the customer’s bill, if not paid within the time specified in S.2.6.3 of the Distribution System Code, which shall be a minimum of sixteen calendar days from the date on which the bill was issued.

Erie Thames will deem the bill to have been issued to the customer:

- a) if sent by mail, on the third day after the date on which the bill was printed;
- b) if made available over the internet, on the date on which an e-mail is sent to the customer notifying the customer that the bill is available for viewing over the internet;
- c) if sent by e-mail, on the date on which the e-mail is sent; or
- d) if sent by more than one of the methods listed in (a) to (c), on whichever date of deemed issuance occurs last.

Erie Thames shall determine the date on which payment of the bill has been received from the customer:

- a) if paid by mail, three days prior to the date on which the payment was received;
- b) If paid at a financial institution or electronically, on the date on which the payment is acknowledged or recorded by the customers financial institution; or
- c) if paid by credit card issued by a financial institution, on the date and at the time that the charge is accepted by the financial institution.

Erie Thames shall deem a bill issued to a customer as unpaid when the minimum payment period has elapsed. A late payment charge may be applied to the customer’s account.

Erie Thames shall begin the collection process immediately following the application of late payment charge.

Erie Thames shall allocate any payment made by a residential customer whose bill includes charges for goods or services other than electricity charges first to the electricity charges and then if funds are remaining, to the other charges.

Erie Thames shall not impose a late payment charge, issue a disconnection notice or disconnect the customer’s electricity supply if the payment on account is sufficient to cover the electricity charges.

Erie Thames shall treat all customers in the same rate class in a non-discriminatory fashion when collecting unpaid accounts.

**7.1.3** Erie Thames shall make available to any residential customer who is unable to pay their outstanding electricity charges the opportunity to enter into an arrears payment agreement.

If the customer declines Erie Thames arrears payment agreement offer then Erie Thames will proceed with the collection process and disconnection if required. No further offer will be available to the customer after disconnection.

The arrears payment agreement shall include the following terms and conditions:

- a) Before entering into an arrears payment agreement Erie Thames shall apply any security deposit held on account of the customer against any electricity charges owing at the time.
- b) When entering into the arrears payment agreement the customers may be required to make a down payment of up to 15%, an eligible low-income customers may be required to pay a down payment of up to 10%, of the accumulated electricity charge arrears, inclusive of any late payment charges but excluding other service charges.
- c) The arrears payment agreement shall allow residential customers to pay all remaining electricity charges that are then overdue for payment, as well as the current bill amount if the customer requests to do so, after applying the security deposit and the down payment, including all electricity related service charges that have accrued to the date of the agreement, over the following periods:
  - o a period of at least five months, where the total amount of the electricity charges remaining overdue for payment is less than twice the customer's average monthly bill; or
  - o a period of at least ten months, where the total amount of the electricity charges remaining overdue for payment is equal to or exceeds twice the customer's average monthly billing amount.
  - o In the case of an eligible low-income customer:
    - a period of at least 8 months, where the total amount of the electricity charges remaining overdue for payment is less than or equal to 2 times the customer's average monthly billing amount.
    - a period of at least 12 month where the total amount of the electricity charges remaining overdue for payment exceeds 2 times the customer's average monthly billing amount an is less than or equal to 5 times the customer's average monthly billing amount; or
    - a period of at least 16 months where the total amount of the electricity charges remaining overdue for payment exceeds 5 times the customer's average monthly billing amount.

Erie Thames shall calculate the customer's average monthly billing amount by taking the aggregate of the total electricity charges billed to the customer in the preceding twelve months and dividing that value by twelve. If the customer has been a customer of Erie Thames for less than twelve months, the average monthly billing amount shall be based on a reasonable estimate made by Erie Thames.

- d) Erie Thames has the right to cancel the arrears payment agreement if a customer defaults on more than one occasion in making payment in accordance with the arrears payment agreement or a payment on account of a current electricity charge billing, a security deposit amount due or an under-billing adjustment.
  - Erie Thames has the right to cancel the arrears payment agreement with an eligible low-income customer, if the eligible low-income customer defaults on more than two occasions in making a payment in accordance with an arrears payment agreement, or payment on account of a current electricity charge billing or under-billing adjustment.

In both situations the defaults must occur over a period of at least 2 months before Erie Thames cancels the arrears payment agreement.

- e) Erie Thames shall provide to the customer and to any third party designated by the customer, at least ten days written notice before the effective date of the cancellation.
- f) Erie Thames shall provide notice of cancellation to any third party, if at the time of entering into an arrears payment agreement a customer has designated a third party to receive notice of cancellation of the arrears payment agreement.
- g) Erie Thames shall accept the customer's notification of a designated third party by email or telephone communication.
- h) The arrears payment agreement shall be reinstated if the customer makes payment of all amounts due pursuant to the arrears payment agreement on or before the cancellation date.
- i) Erie Thames shall make available to residential electricity customers a second arrears payment agreement if the customer so requests, provided that two or more years have passed since the first arrears agreement was entered into and provided that the customer satisfied all obligations under the first arrears payment agreement.
  - Erie Thames shall allow an eligible low-income customer to enter into a subsequent arrears payment agreement if the terms described in S.2.7.5.1, 2.7.6 and 2.7.6A of the Distribution System Code has been met.

Erie Thames reserves the right to refuse to enter into another arrears payment agreement with a residential customer who failed to perform their obligations under a previous arrears payment agreement until such time as 1 year has passed since the termination of the previous agreement.

Erie Thames shall have the right to limit or disconnect service for non-payment, theft of power, failing to keep payment arrangements, and/or default of the arrears payment agreement in accordance to the provisions described in the Distribution System Code.

A collection of account charge is applicable if a representative of the utility is dispatched to the customer's premise for the purpose of collecting overdue payment of the account.

The customer shall be subject to a Board approved reconnection charge when the electricity service has been interrupted for non-payment of account.

Erie Thames shall reserve the right to make adjustments to any bill issued in error either in whole or in part.

#### **7.1.4 RESPONSIBILITIES:**

The management of the company is responsible for ensuring that the corporation is protected from undue risk of bad debt.

#### **7.1.5 REFERENCES:**


*The Electricity Act, 1998*

*Retail Settlement Code* – The Ontario Energy Board

*Distribution Rate Handbook* – The Ontario Energy Board

*Distribution System Code* – The Ontario Energy Board

*Electricity Gas and Inspection Act* – Government of Canada

	<b>Policy # ETPL-2010-7.2</b>	Approved By: President, ETPL
		Approved Date: December 2010
	<b>Retailer Collections</b>	Revision: 3.1
RRAM #:		

**7.2.0 PURPOSE:**

This policy describes the processes to collect outstanding balances from Retailers who have signed sales agreements with consumers served by Erie Thames Powerlines distribution system and to ensure that the Retailer meets the prudential requirements based on the billing option selected and the Retailer’s magnitude of financial exposure. This process also applies to collection of past due Retail settlement and market participant invoices.

**7.2.1 POLICY STATEMENT:**

Erie Thames Powerlines requires Retailers to pay invoices on the due date as specified in the code.

Erie Thames Powerlines reserves the right to refuse service transaction requests, requests for information, invoices or other transactions from retailers with whom Erie Thames Powerlines does not have an up-to-date service agreement and/or financial security arrangements.

Erie Thames Powerlines shall review the required level of deposit from a Retailer for customers served through Distributor Consolidated Billing on a quarterly basis as a minimum.

Erie Thames Powerlines shall immediately notify the Retailer the day after a settlement payment was due if funds were not received and work with the Retailer to remedy the situation.

Erie Thames Powerlines shall not access the funds available through the relevant security arrangement, until five business days have elapsed.

Erie Thames Powerlines shall issue to the Retailer a Notice of Payment Default prior to returning the consumer that is signed with said Retailer back to Standard Service Supply (SSS).

**7.2.2 RESPONSIBILITIES:**

The management of the company is responsible for ensuring that prudential monitoring and payments from a Retailer are collected within the guidelines specified in the service agreement.

**7.2.3 REFERENCES:**

*The Electricity Act, 1998*


*Market Rules* – The Independent Electricity Market Operator

*Retail Settlement Code* – The Ontario Energy Board

*Distribution Rate Handbook* – The Ontario Energy Board

*Distribution System Code* – The Ontario Energy Board

*Electricity Gas and Inspection Act* – Government of Canada

	<b>Policy # ETPL-2010-7.3</b>	Approved By: President, ETPL
		Approved Date: January 2012
	<b>Use of Load Control Devices</b>	Revision: 4.0
RRAM #:		

**7.3.1 PURPOSE:**

The purpose of this policy is to document guidelines that are consistent with the rules outlined in the Distribution System Code for management and staff when a load limiting device is installed as a means for collection of non-payment of an account rather than disconnection of the full electricity supply at a customer’s premise.

**7.3.2 POLICY STATEMENT:**

Erie Thames at its discretion shall reserve the right to install a load control device at a customer’s premise rather than disconnect the full electricity service if the customer fails to pay Erie Thames any outstanding amounts due and payable on account for the supply of electricity.

Erie Thames shall refrain from installing a load control device if notified by a Social Service Agency or Government Agency that the agency is assessing the customer for Emergency Financial Assistance for a period of 21 days after receiving the notification.

Erie Thames shall provide a written notice to the customer when the load control device is installed which will explain the operation of the device, the maximum capacity of the device, how to reset the device if the maximum capacity is exceeded and Erie Thames telephone contact number if the customer requires further information regarding the use of the device and an emergency contact number if the customer is unable to reset the device for any reason.

Erie Thames shall provide a 24 hour contact telephone number if Erie Thames installs a load limiter device that cannot be manually reset by the customer after the maximum limit is triggered so that the customer may call to have the load limiter device remotely reset.

Erie Thames shall provide written notice to a customer when a timed load interrupter is installed for non-payment explaining the effect of the device on service and a contact telephone number if the customer requires further information.

Erie Thames shall provide the following notices to a customer if Erie Thames installs a load control device for non-payment:

- a) the Fire Safety Notice of the Office of the Fire Marshal; and
- b) any other public safety notices or information bulletins issued by public safety authorities and provided to the distributor, which provide information to consumers respecting dangers associated with the disconnection of electricity service.

Erie Thames shall not install a load control device at a residential customer’s property during the course of an arrears payment agreement, unless the agreement has been terminated in accordance to the provisions of the Distribution System Code.

Erie Thames shall remove the load control device installed at the customer’s premise for the purpose of non-payment of account within two business days, from:

- the date that the residential customer entered into an arrears payment agreement;
- the date that the outstanding account was paid in full.

**7.3.3 RESPONSIBILITIES:**

The management of the company is responsible for ensuring that the corporation is protected from undue risk of bad debts and that the method used to collect overdue accounts complies with all applicable codes and regulations.

#### **7.3.4 REFERENCES:**


*The Electricity Act, 1998*

*Electricity Distribution Rate Handbook* – The Ontario Energy Board

*Retail Settlement Code*– The Ontario Energy Board

*Distribution Rate Handbook* – The Ontario Energy Board

*Distribution System Code* – The Ontario Energy Board

	<b>Policy # ETPL-2010-8.0</b>	Approved By: President
	<b>Policy 8.0</b>  <b>DISCONNECTION/RECONNECTION</b>  <b>OVERVIEW</b>	Approved Date: Jan 2012
RRAM #:		

**8.0.1 PURPOSE:**

The detailed policies in this set are intended to establish and document a process that specifies timing and means of notification consistent with the Electricity Act, 1998 that will provide guidance to Erie Thames management and staff when disconnecting and/or reconnecting the electrical service of a consumer.

**8.0.2 POLICY STATEMENT:**

Erie Thames shall follow the regulation and direction set out in the *Electricity Act (1998)*, Distribution System Code, Retail Settlement Code, and Standard Supply Service Code when implementing the disconnection and/or reconnection process.

Erie Thames will ensure that it has developed a physical and business process for reconnection of electricity supply ensuring safety and reliability as a primary requirement.

Erie Thames reserves the right to physically disconnect or limit the amount of electricity to a customer for any of the following reasons:

- 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.
- Inability of the distributor to perform planned inspections and maintenance.
- Failure of the consumer or customer to comply with a directive of a distributor that the distributor makes for purposes of meeting its licence obligations.
- The customer owes Erie Thames money for distribution services, or for a security deposit. Erie Thames shall give the customer a reasonable opportunity to provide the security deposit consistent with section 2.4.20 of the Distribution System Code.

Erie Thames shall recover from the customer responsible for the disconnection any reasonable costs associated with the disconnection, including but not limited to overdue amounts, late payment charges, reconnection fees, and any repairs to Erie Thames physical assets on the property damaged as a result of the disconnection.

Under no circumstances shall Erie Thames be held liable for any damage or loss to the customer or the customer's premises as a result of the disconnection.

- 8.1 Disconnection/Reconnection
- 8.2 Disconnection/Reconnection by Request
- 8.3 Safety and Reliability
- 8.4 Unauthorized Use of Electricity

**8.0.3 DEFINITIONS:**

**Customer and Consumer** will be understood herein as one and the same.

**Disconnection** means a deactivation of connection assets that result in termination of distribution services to a consumer.

**Disconnect/collect trip** is a visit to a customer's premises by an employee or agent of the distributor to demand payment of an outstanding amount or to shut off or limit distribution of electricity to the customer failing payment.

**Eligible Low-Income Customer** means a residential electricity customer who has a pre-tax household income at or below the pre-tax Low Income Cut-Off, according to Statistics Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service agency or Government Agency; or a residential electricity customer who has been qualified for Emergency Financial Assistance.

**Emergency Financial Assistance** means any OEB approved emergency financial assistance program made available by a distributor or eligible low-income residential customers.

**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;

**Reconnection** is when a property or premise has electrical service energized or re-established by the distributor.

**Security Deposit** is an amount collected by the distributor and is held by the distributor to ensure that all monies owed to the Corporation are collected at the time of the final billing. Interest payments will be applied at least annually on all cash deposits.

#### **8.0.4 RESPONSIBILITIES:**

The management of the company is responsible for ensuring that the corporation is protected from undue risk of bad debt.

#### **8.0.5 REFERENCES:**


*The Electricity Act, 1998*

*Electricity Distribution Rate Handbook – The Ontario Energy Board*

*Retail Settlement Code – The Ontario Energy Board*

*Distribution System Code – The Ontario Energy Board*

*Electricity Gas and Inspection Act – Government of Canada*

	<b>Policy # ETPL-2010-8.1</b>	Approved By: President
		Approved Date: Jan. 2012
	<b>Policy 8.1 DISCONNECTION/RECONNECTION</b>	Revision: 4.0
RRAM #:		

**8.1.1 PURPOSE:**

This policy confirms that Erie Thames has established a process for the disconnection and/or reconnection of a property and/or premise consistent with the *Electricity Act, 1998*, and in accordance to all applicable rules and timelines as outlined in the Distribution System Code.

**8.1.2. POLICY STATEMENT:**

Erie Thames shall comply with all applicable regulation as defined in the Distribution System Code, Retail Settlement Code and Standard Supply Service Code when disconnection and/or reconnection of a customer’s electrical service are required.

Erie Thames will ensure that it has developed a physical and business process for disconnection and/or reconnection ensuring safety and reliability as a primary requirement.

Erie Thames shall treat all customers in a non-discriminatory fashion when disconnecting and/or reconnecting an electrical service.

Erie Thames shall, pursuant to S.31 of the *Electricity Act*, provide reasonable notice of disconnection to residential customers if Erie Thames intends to disconnect the property for non-payment of account. The disconnection notice shall include, at a minimum, the information outlined in S.4.2.2 of the Distribution System Code.

Erie Thames shall provide, prior to disconnecting a property for non-payment, the Fire Safety Notice of the Office of the Fire Marshall; and any other public safety notices or information bulletins issued by public safety authorities to Erie Thames, which provides information to customers respecting dangers associated with the disconnection of electricity services.

Erie Thames shall not send or deliver the disconnection notice for non-payment in the same envelope as the customer’s bill.

Erie Thames shall apply the rules described in S.2.6 of the Distribution System Code when determining the computation of time relating to bill issuance and application of payments.

Erie Thames shall follow the rules defined in S.4.2.3 of the Distributions System Code when determining the date a disconnection notice is deemed to have been received by a customer.

Erie Thames will not disconnect a customer until the minimum notice period defined in S.4.2.3 of the Distribution System Code has elapsed.

Erie Thames shall, at the request of a residential customer, send a copy of any disconnection notice issued to the customer for non-payment to a third party designated by the customer for that purpose. Provided that the request is made no later than the last day of the applicable minimum notice period as defined in S.4.2.3 of the Distribution Code as:

- a) 60 days from the date on which the disconnection notice is received by the customer, in the case of a residential customer that has provided the distributor with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the customer or on the physical health of the customer’s spouse, dependent family member or other person that regularly resides with the customer; or
- (b) 10 days from the date on which the disconnection notice is received, in all other cases.

Erie Thames shall notify the third party that the third party is not responsible for the payment of any charges for the provision of electricity service in relation to the customer’s property, unless otherwise agreed by Erie Thames.

S.2.6.4 and S.2.6.7 shall apply when determining the date of receipt of the disconnection notice by the third party, Erie Thames may modify the context if require.

Erie Thames shall at the request of a residential customer, at any time prior to disconnection, provide a copy of any future notice of disconnection to a third party designated by the customer. Such requests made by a residential customer shall be accepted by electronic mail (email) or telephone communications.

Erie Thames shall issue a new disconnection notice if a customer's electrical service was not disconnected 10 days from the date that the original disconnection notice was deemed to have been received by the customer or 60 days if a residential customer has provided documentation from a physician that disconnection poses a risk of significant adverse effects on the physical health of the customer or the customers spouse, dependent family member or other person that regularly resides with the customer.

Erie Thames shall determine the date the disconnection notice was received by the customer in accordance to S.4.2.3.1 of the Distribution System Code.

Erie Thames shall attempt to contact a residential customer either by telephone or in person 48 hours prior to the scheduled date of disconnection. At such time Erie Thames shall advise the customer:

- of the scheduled date of disconnection;
- if the disconnection will take place whether or not the customer is at the premises;
- if the disconnection will occur without attendance at the customer's premise;
- that payment can be made by credit card or any other form of payment that will be acceptable by Erie Thames and during what hours the payment must be received that would prevent the execution of the disconnection;
- that if Erie Thames attends the property to execute the disconnection payment will only be accepted by credit card issued by a financial institution, unless Erie Thames agrees to accept other forms of payment at that time;
- if the customer is eligible and if Erie Thames is prepared to enter into a Board-prescribed arrears payment program. Further information regarding the arrears payment program is detailed in S.2.7 of the Distribution System Code, and Erie Thames Policy 7.1 Customer Collections;
- if there are any additional options that Erie Thames can offer the customer that will avoid the execution of the disconnection.

Erie Thames shall post a copy of the disconnection notice for non-payment in a conspicuous place on or in the building promptly after issuance of the notice, if a disconnection notice is issued to a multi-unit or master-metered building.

Erie Thames shall suspend any disconnection action for a period of 21 days from the date of notification from a registered charity, government agency or social service agency that is determining if the residential customer is eligible to receive bill payment assistance, provided the notification is received within 10 days from the date on which the disconnection notice was received by the customer.

Where a residential customer requested prior to the issuance of the disconnection notice that a copy of any disconnection notice be provided to a third party, Erie Thames shall suspend any disconnection action for 21 days from the date of notification that the third party is attempting to arrange assistance with the bill payment, provided the notification is received within 10 days from the date the disconnection notice was received by the customer. If the registered charity, government agency, social service agency or any other third party decides the customer is not eligible and/or will not proceed with bill payment assistance Erie Thames will continue with the disconnection process. If 11 days has not expired since the previous disconnection notice a new disconnection notice will not be issue. Erie Thames will make every effort to contact the customer prior to executing the disconnection.

Erie Thames shall have the right to limit or discontinue service without further notification in accordance with a court order or for emergency, safety or system reliability reasons.

Erie Thames shall have the right to limit or discontinue service for non-payment of a security deposit from customers that have defaulted on payment arrangements.

Erie Thames shall have the right to refuse the reconnection if there are any outstanding amounts owed by the customer.

Erie Thames shall have the right to disconnect and/or refuse the reconnection if the service is found to have an adverse effect on the safety and/or reliability of the distribution system.

Erie Thames shall have the right to disconnect and/or refuse the reconnection of the electrical service of a customer if it is found as an unsafe worker situation beyond normal risks inherent in the operation of the distribution system.

Erie Thames shall have the right to disconnect and/or refuse the reconnection of a customer for a material decrease in the efficiency of Erie Thames distribution system and/or an adverse effect on the quality of distribution services received by an existing connection.

Erie Thames shall have the right to disconnect a customer if Erie Thames is cannot perform planned inspections and maintenance when required.

Erie Thames has the right to disconnect and/or refuse to reconnect if a customer fails to comply with a directive of Erie Thames made for the purpose of meeting Erie Thames distribution licence obligations.

Erie Thames shall insist that electrical services that have been disconnected for six (6) or more months have an inspection certificate from the Electrical Safety Authority prior to reconnection. Notwithstanding, Erie Thames reserves the right to require, an Electrical Safety Authority inspection certificate at any time prior to reconnection at the expense of the customer.

Erie Thames shall insist that a responsible representative of the property be present in order for reconnection of service to be established.

### **8.1.3 RESPONSIBILITIES:**

The management of the company is responsible for ensuring that the corporation is protected from undue risk of bad debt and any adverse effects on the reliability and safety of the distribution system.

### **8.1.4 REFERENCES:**

*The Electricity Act, 1998*


*Retail Settlement Code* – The Ontario Energy Board

*Distribution Rate Handbook* – The Ontario Energy Board

*Distribution System Code* – The Ontario Energy Board

*Electricity Gas and Inspection Act* – Government of Canada

*Condition of Service* – Erie Thames Powerlines Corporation

	<b>Policy # ETPL-2010-8.2</b>	Approved By: President
		Approved Date: Jan 2012
	<b>Policy 8.2 DISCONNECTION/RECONNECTION BY REQUEST</b>	Revision: 4.0
RRAM #:		

### 8.2.1 PURPOSE:

This policy confirms that Erie Thames has established a process for the disconnection and/or reconnection of an electrical service when requested by a customer and/or an authorized authority.

### 8.2.2 POLICY STATEMENT:

Erie Thames shall respond to a customer's request for a disconnection and reconnection of an electrical service in a prompt and efficient manner.

Erie Thames shall disconnect a Customer immediately without notice, in accordance with a court order, a request by a fire department, Police, Electrical Safety Authority or for emergency, public safety (including potential for loss of life or limb), system reliability reasons or in order to inspect, maintain, repair, alter, remove, replace or disconnect wires or other facilities used to distribute electricity or where there is energy diversion, fraud or abuse on the part of the Customer.

Erie Thames shall have the right to refuse reconnection of the customer's electrical service if:

- a) there is an outstanding amount of money owed by the consumer;
- b) the connection is found to have an adverse effect on the safety and/or reliability of the distribution system;
- c) the failure of the customer and/or their agent to obtain approval of the Electrical Safety Authority, if required.

Erie Thames requires that the Customer obtain the approval of the Electrical Safety Authority prior to Erie Thames reconnecting the electrical service:

- a) where the service has been disconnected for a period of six (6) or more months;
- b) where Erie Thames has reason to believe that the wiring may have been damaged or altered;
- c) where service was disconnected for modification of Customer wiring;
- d) where the service was disconnected as a result of an adverse effect on the reliability and safety of the Distribution system; or
- e) where it is a requirement of the Electrical Safety Code.


Erie Thames shall insist that a responsible representative of the property be present when electrical service is energized or reconnected.

### 8.2.3 RESPONSIBILITIES:

The management of the company is responsible for ensuring that the corporation is protected from undue risk of bad debt and any adverse effects on the reliability and safety of Erie Thames Powerlines distribution system.

### 8.2.4 REFERENCES:

*The Electricity Act, 1998*  
*Retail Settlement Code – The Ontario Energy Board*  
*Distribution System Code – The Ontario Energy Board*  
*Condition of Service – Erie Thames Powerlines Corporation*

	<b>Policy # ETPL-2010-8.3</b>	Approved By: President
		Approved Date: January 2012
	<b>Policy 8.3 SAFETY AND RELIABILITY</b>	Revision: 4.0
RRAM #:		

### 8.3.1 PURPOSE:

This policy confirms that Erie Thames has established a process for ensuring the safety and reliability of Erie Thames Powerlines distribution system.

### 8.3.2 POLICY STATEMENT:

Erie Thames shall respond to and take reasonable steps to investigate all consumer power quality complaints and report to the consumer on the results of the investigation.

Erie Thames may direct a consumer connected to its distribution system to take corrective or preventive action on the consumer's electric system when there is a direct hazard to the public or the consumer is causing or could cause adverse effects on the reliability of Erie Thames's distribution system.

Erie Thames may require that any consumer conditions that adversely affect the distribution system be corrected immediately by the consumer and at the consumer's expense.

Erie Thames shall have the right to disconnect a customer from the distribution system if the customer does not remedy the situation as directed by Erie Thames within the time period specified by Erie Thames. Erie Thames shall provide notice of disconnection to the customer either by personal service, prepaid mail or by posting notice on the property in a conspicuous place.

Erie Thames shall have the right to disconnect a customer without notice if the service causes safety or reliability risk to Erie Thames distribution system.

Erie Thames shall insist that electrical services that have been disconnected for six (6) or more months have an inspection certificate from the Electrical Safety Authority prior to reconnection. Notwithstanding Erie Thames reserves the right to require an Electrical Safety Authority certificate at any time prior to reconnection at the customer expense.

Erie Thames shall have the right to refuse the reconnection of an electrical service to their distribution system if the connection is found to have an adverse effect on the safety and/or reliability of the system.

Erie Thames shall insist that a responsible representative of the property be present when electrical service is energized or reconnected.

### 8.3.3 RESPONSIBILITIES:

The management of the company is responsible for ensuring that the service quality of the distribution system is safe and reliable.


### 8.3.4 REFERENCES:

*The Electricity Act, 1998*

*Retail Settlement Code* – The Ontario Energy Board

*Distribution Rate Handbook* – The Ontario Energy Board

*Condition of Service* – Erie Thames Powerlines Corporation

	<b>Policy # ETPL-2010-8.4</b>	Approved By: President
		Approved Date:
	<b>Policy 8.4.0</b> <b>UNATHORIZED USE OF ELECTRICITY</b>	Revision: 1
RRAM #:		

**8.4.1 PURPOSE:**

This policy confirms that Erie Thames has established a process that management and staff can follow if it is discovered that there is unauthorized use of electricity.

**8.4.2 POLICY STATEMENT:**

Erie Thames shall use its discretion in taking action to mitigate unauthorized energy use. Upon identification of possible unauthorized energy use, Erie Thames shall notify, if appropriate, Measurement Canada, the Electrical Safety Authority, police officials, retailers that service consumers affected by the unauthorized energy use, or other entities.

Erie Thames shall monitor losses and unaccounted for energy use on an annual basis to detect any upward trends.

Erie Thames may recover from the parties responsible for the unauthorized energy use all energy and other applicable charges incurred by Erie Thames arising from the unauthorized energy use, including but not limited to inspections, administration fees and repair costs.

**8.4.3 RESPONSIBILITIES:**

The management of the company is responsible for monitoring losses and unaccounted energy use.

**8.4.4 REFERENCES:**

*The Electricity Act, 1998*

*Retail Settlement Code* – The Ontario Energy Board

*Distribution System Code* – The Ontario Energy Board

*Conditions of Service* – Erie Thames Powerlines Corporation

## Appendix 4

### Summary of Changes in Erie Thames Condition of Services

#### January 2012:

##### 1.5.1 Contact Information

Updated Erie Thames contact information

##### 2.1.7 Contracts

###### Opening and Closing of Accounts

###### Landlord and Tenant Agreements

This section has been included to reflect the amendments to the Distribution System Code regarding:

- customer acceptance of responsibility for account charges when opening an electricity account
- opening an account at the request of a third party
- agreements with landlord/owner for accountability for electricity to rental units when the units are not occupied by a tenant.

##### 2.2 Disconnection

This section has been updated to reflect the amendments to the Distribution System Code.

##### 2.2.1 Load Limiter Devices

This section has been added to document Erie Thames use of load limiter devices.

##### 2.3.7.3.2 Smart Meter

This section has been added.

##### 2.4.3 Deposits

This section has been updated to reflect the amendments to the Distribution System Code.

**Appendix 3 – Policies** – Erie Thames updated policies to reflect the amendments to the Distribution System Code and Standard Supply Service Code