

# CONDITIONS OF SERVICE

*Festival Hydro*  INC.

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## SECTION I – INTRODUCTION

### 1 Introduction

This document provides information regarding the services offered by Festival Hydro Inc. and conditions associated with the supply of electrical energy to customers.

The following conditions convey Festival Hydro Inc. policy with respect to service of buildings, subdivisions and associated matters.

#### 1.1 Identification of Distributor and Service Territory

Festival Hydro Inc. referred to herein as “Festival Hydro Inc.” (FHI) is a corporation incorporated under the laws of the Province of Ontario to distribute electricity.

Festival Hydro Inc. is licensed by the Ontario Energy Board (OEB) to supply electricity to customers as described in the Transitional Distributor License and thereafter by the distribution license issued by the OEB.

Additionally there are requirements imposed on Festival Hydro Inc. by the various codes as referred to in the license and by the Electricity Act and Ontario Energy Board Act.

Festival Hydro Inc. is limited to operate distribution facilities within its licensed territory as defined in the distribution license. The defined territory is City of Stratford, Town of St. Marys, and former Towns of Seaforth, Hensall, Zurich, Brussels and Dashwood.

Nothing contained in this document or in any contract for the supply of electricity by Festival Hydro Inc. shall prejudice or affect any rights, privileges, or powers vested in Festival Hydro Inc., by law under any act of the legislature of Ontario or the Parliament of Canada, or any regulations there under.

Festival Hydro Inc. will provide one electrical service to each customer’s location at a nominal service voltage as outlined in Section 2.3.4 of these Conditions of Service.

Electrical energy purchased from Festival Hydro Inc. may not be resold at a profit using the utility’s rates by any customer to a third party.

In the case of multi-tenant buildings with bulk metering, the owner must pay the total cost of electrical energy. The owner may then apportion this bill among individual tenants according to their consumption as a percentage of the total consumption.

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 Festival Hydro Inc. 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 Safety Authority (ESA). Festival Hydro Inc. will confirm, in writing, the characteristics of electrical supply available at a specific site.

The customer is required to provide Festival Hydro Inc. 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 repairs or replacement of Festival Hydro Inc. equipment that has been damaged through the customer's action or neglect.

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

Prior to commencing any service work, the customer must consult with Festival Hydro Inc. to ensure compliance with current requirements.

Customers may be required to pay capital contributions for the addition of new electrical services in accordance with calculations on the overall system cost impact.

## 1.2 Related Codes and Governing Laws

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

1. Electricity Act, 1998 } part of the Energy Competition
2. Ontario Energy Board Act, 1998 } Act, 1998
3. Distribution License (DL)
4. Affiliate Relationships Code (ARC)
5. Transmission System Code (TSC)
6. Distribution System Code (DSC)
7. Retail Settlement Code (RSC)
8. Standard Service Supply Code (SSSC)
9. Electrical Safety Code and Ontario Regulation 22/04

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

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

### **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 this Conditions of Service and any amendments made from time to time form part of any Contract made between Festival Hydro Inc. and any connected Customer, Retailer, or Generator, and this Conditions of Service supersedes all previous conditions of service, oral or written, of Festival Hydro Inc. or any of its predecessor municipal electric utilities as of its effective date.

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

The Customer is responsible for contacting Festival Hydro Inc. to ensure that the Customer has, or to obtain the current version of this Conditions of Service. Festival Hydro Inc. may charge a reasonable fee for providing the Customer with a copy of this document. The current version of the document is also posted on the Festival Hydro Inc. website and can be downloaded from [www.festivalhydro.com](http://www.festivalhydro.com)

## 1.5 Contact Information

Festival Hydro Inc. and its agents can be contacted at the following:

Address

*Festival Hydro Inc.  
187 Erie Street  
P.O. Box 397  
Stratford ON N5A 6T5*

Web Site

[www.festivalhydro.com](http://www.festivalhydro.com)

Normal business hours are from Monday to Friday between the hours of 8:30 a.m. and 4:30 p.m.

For account inquiries, past due accounts, meter readings, and moves during normal business hours please call **519-271-4700**, fax 271-7204 or e-mail at [festivalhydro@festivalhydro.com](mailto:festivalhydro@festivalhydro.com)

It is vitally important that a customer is aware of any underground wiring prior to digging or excavating please call **519-271-4700** during normal business hours or fax 271-7204 for an underground locate.

For all other inquiries please call **519-271-4700** or send a fax to 271-7204.

For emergency, no power calls at any time please call **519-271-4700** and your call will be automatically transferred to the after hours dispatch center.

1-866-444-9370 is also available within Festival Hydro Inc. Service Area.

## 1.6 Customer Rights

Festival Hydro Inc. shall only be liable to a Customer and a Customer shall only be liable to Festival Hydro Inc. for any damages that arise directly out of the willful misconduct or negligence:

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

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

The Customer or Embedded Generator shall indemnify and hold harmless Festival Hydro Inc., its directors, officers, employees and agents from any claims made by any third parties in connection with the construction and installation of a generator by or on behalf of the Customer or the Embedded Generator.

## **1.7 Festival Hydro Inc. Rights**

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

Festival Hydro Inc. shall have access to Customer property in accordance with section 40 of the *Electricity Act, 1998*.

### **1.7.2 Safety of Equipment**

The Customer will comply with all aspects of the Ontario Electrical Safety Code, current issue, with respect to ensuring that equipment is properly identified and connected for metering and operation purposes and will take, whatever steps necessary to correct any deficiencies, in particular cross wiring situations, in a timely fashion. If the Customer does not take such action within a reasonable time, Festival Hydro Inc. may disconnect the supply of power to the Customer. Where an obstruction is discovered, Festival Hydro will notify the Customer and provide a reasonable time for the Customer to correct any obstructions. If the Customer does not remove such obstruction within the reasonable time designated by Festival Hydro, Festival Hydro may disconnect the supply of electricity to the Customer and/or remove, relocate or, in the case of shrubs or other vegetation, trim such obstructions at the Customer's expense, and Festival Hydro shall not be liable to the customer for any damages arising as a result thereof, other than physical damage to facilities arising directly from entry on the Customer's property. Festival Hydro's policies and procedures with respect to the disconnection process are further described in this Conditions.

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

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

### **1.7.3 Operating Control**

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

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

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

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

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

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of Festival Hydro Inc.'s distribution system. If the Customer does not take such action within a reasonable time, Festival Hydro Inc. may disconnect the supply of power to the Customer. Festival Hydro Inc. policies and procedures with respect to the disconnection process are further described in this document.

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

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

The Customer is responsible for the maintenance and safe keeping conditions satisfactory to Festival Hydro Inc. of its structural and mechanical facilities located on private property.

## 1.8 Disputes

A complaint is any expression of Customer, business or other market participant's dissatisfaction with Festival Hydro Inc., its policies, products or services regardless of whether or not in Festival Hydro Inc.'s opinion the complaint is well founded.

The complaint or referral must be in writing.

Over-the-phone complaints will be considered to have been properly satisfied.

Complaints are directed to and dealt with by staff that has the knowledge and background to deal with them. They are trained to identify all complaints and pass on the details to their manager. This ensures that the correct action is taken and that a record is kept of all complaints.

Upon receipt of a written complaint an acknowledgement will be sent by the appropriate staff member within ten business days, stating the position Festival Hydro Inc. and/or investigations to take place regarding the complaint and an appropriate time line to complete those investigations.

In the event that the complainant remains dissatisfied, the department manager will forward the complaint to the respective member of the senior management team who will attempt in good faith to resolve the complaint within 30 business days.

Festival Hydro Inc. wants to resolve each complaint to everyone's satisfaction. However, if we have not, the complainant can contact the Ontario Energy Board (address provided below). The OEB regulates the activities of Festival Hydro Inc.

Failing resolution the dispute will be referred to an independent third party complaint resolution agency approved by the Ontario Energy Board. All costs of the complaint resolution agency shall be paid equally by the parties, and each Party shall be responsible for its own expenses unless stipulated differently in the award.

All complaints resolved or not, including the name of the complainant, the nature of the complaint, the date resolved or referred, and the result of the dispute resolution, will be kept on record at Festival Hydro Inc.

Ontario Energy Board  
P.O. Box 2319  
2300 Yonge Street  
26<sup>th</sup> Floor  
Toronto ON M4P 1E4

## SECTION II – DISTRIBUTION ACTIVITIES (General)

### 2.1 Connections – Process and Timing

Under the terms of the Distribution System Code, Festival Hydro Inc. has the obligation to either connect or to make an offer to connect any Customers that lie in its service area. The Customer or its representative shall consult with Festival Hydro Inc. concerning the availability of supply, the supply voltage, service location, metering, and any other details. These requirements are separate from and in addition to those of the Electrical Safety Authority. Festival Hydro Inc. will confirm, in writing, the characteristics of the electric supply.

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

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

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

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

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

Festival Hydro Inc., in its discretion, may require a Customer, generator or distributor to enter into a Connection Agreement with Festival Hydro Inc. including terms and conditions in addition to those expressed in this Conditions (refer to the sample in the DSC Code – Appendix D).

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

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

#### **2.1.1 Buildings that Lie Along**

For the purpose of these Conditions “lies along” means a Customer property or parcel of land that is directly adjacent to or abuts onto the public road allowance where Festival Hydro Inc. has distribution facilities of the appropriate voltage and capacity.

Under the terms of the Distribution System Code, Festival Hydro Inc. has the Obligation to connect (under Section 28 of the Electricity Act, 1998) a building or facility that “lies along” its distribution line, provided:

- a. the building can be connected to Festival Hydro Inc.’s distribution system without an Expansion or Enhancement and,
- b. the service installation meets the conditions listed in the Conditions of Service of the Distributor that owns and operates the distribution line.

The location of the Customer’s service entrance equipment will be subject to the approval of Festival Hydro Inc. and the Electrical Safety Authority.

##### **2.1.1.1 Connection Charges**

Festival Hydro Inc. shall recover costs associated with the installation of “Connection Assets”, by Customer Class, via a Basic Connection Charge and a Variable Connection Charge, as applicable.

- a. For Residential Customers, the Basic Connection Charge is recovered through Festival Hydro Inc.’s rates and covers the Standard Allowance to provide a basic connection consistent with the defined ownership demarcation point as outlined in Table 2 in this document. This point may differ from the “operational demarcation point”.

*Note: For the purpose of this document, subdivisions, multi-units or townhouse type developments are considered as Non-Residential Class of Customers.*

- b. For Non-Residential Customers, Festival Hydro Inc. may recover the Basic Connection Charge either through Festival Hydro Inc.'s rates or through a Basic Connection Fee levied from the Customer requesting the connection. The Basic Connection Fee is determined for each Customer Class as indicated in Table 2 of this document.
- c. The Variable Connection Charge shall be calculated as the costs associated with the installation of Connection assets **above and beyond** the Standard Allowance for Basic Connection as described in Table 1. Festival Hydro Inc. may recover this variable connection fee, which shall be based on actual cost.

*Note: Basic Connection Fees are reviewed annually and are calculated based on the average costs to provide the Standard Allowance and the Basic Connection for each Customer Class as identified in Table 2 of this Conditions. Standard fees are determined using historical data from previous year(s) for all completed projects in each Customer Class.*

### 2.1.2 Expansions/Offer to Connect

Under the terms of the Distribution System Code, Festival Hydro Inc., is required to make an "Offer to Connect" if, in order to connect a Customer, Festival Hydro Inc. must construct new distribution system facilities or increase the capacity of existing distribution facilities (i.e. an "Expansion" of its system). **Minor changes to the distribution system do not constitute an expansion of the distribution system. Minor changes include extension of secondary conductors and/or upgrading an existing transformer to supply in-fill lots, extending primary conductors and installing a single transformer for a single parcel of land that is intended to supply load only on that specific parcel of land (such as commercial developments, apartments, and condominium projects), or other changes that are not expected to result in additional revenue to Festival Hydro (such as replacing a 600 V transformer with a 120/240 V transformer to accommodate the re-development of a warehouse to loft style condominiums). These minor changes are considered "connection assets" and the customer is responsible for paying the full incremental cost of these assets and no economic evaluation will be performed.** An "Offer to Connect" may take the form of an Expansion Agreement, Subdivision Servicing Agreement, Site Plan Letter, Application for Electric Service, or similar document. In making an "Offer to Connect", Festival Hydro Inc. will include, without limitation, the following components, as applicable:

- a. the basic Connection Fee
- b. the Variable Connection Fee
- c. the Capital Contribution
- d. the Security Deposit

The cost associated with the Expansion is to be fair and reasonable and is in addition to any Basic and/or Variable Connection Charges. Refer to Table 1 and Table 2 in Section 5 for Basic and Variable Connection fees of each Customer Class and the respective ownership demarcation point. Festival Hydro Inc. will perform an economic evaluation to determine whether the future revenue from the Customer will pay for the capital and on-going maintenance costs of the Expansion project (refer to methodology and assumptions in the DSC Code – Appendix B). At the discretion of Festival Hydro Inc., the capital costs for the Expansion may include incremental costs associated, with the full use of Festival Hydro Inc.'s existing spare facilities or equipment, which may result in an adverse impact to future Customers. The incremental capital costs will normally include a per kW enhancement cost as a proxy for costs associated with upgrading feeders, new transformer station capacity increases, and in some cases transmission connection upgrades. The per kW enhancement cost will be based on a historical five year average of actual enhancement costs, divided by the kW capacity increase provided by the new or upgraded facilities. The on-going maintenance costs will be calculated using a rolling three year average of the Operating, Maintenance, and Administration expenditures, and allocated as either a fixed charge per unit (eg. per subdivision lot) or a per kW demand charge for commercial or industrial connections. The economic evaluation will be based on the Customer's proposed load (either number of subdivision lots/units or proposed demand in kW), subject to approval by Festival Hydro. If Festival Hydro uses a load other than the Customer's proposed load, an explanation will be provided in writing explaining the rationale for the change.

In performing the economic evaluation, should the Net Present Value (NPV) of the costs and revenues associated with the expansion be less than zero, a capital contribution in the amount of the shortfall is required.

#### 2.1.2.1 Offer to Connect

If Festival Hydro Inc.'s offer to connect is a firm offer, Festival Hydro Inc., will provide one estimate to the Customer for any plans submitted to Festival Hydro Inc. for an expansion project, at no expense to the Customer. If the Customer submits revised plans, Festival Hydro Inc. may provide a new firm offer for revised plans at the Customer's expense.

If Festival Hydro Inc.'s offer to connect is an estimate of the costs to construct the expansion and not a firm offer, the final amount charged to the Customer will be based on actual costs incurred. Festival Hydro Inc. will calculate the first estimate and the final payment at no expense to the Customer.

Festival Hydro's offer to connect will include, at no cost to the customer, an indication if the offer is a firm offer or an estimate that will be adjusted in the future to reflect actual costs, references to this Conditions of Service and how to obtain a copy, a statement regarding the amount of the capital contribution required from the Customer and if the contribution will be in cash or assets or a combination of both, clarification on whether a deposit will be required and the amount of the deposit and acceptable methods of providing the deposit, and whether connection charges will be charged separately and what those charges will be. If a capital contribution is required, and the project meets the criteria of being an expansion of the distribution system (see 2.1.2), Festival Hydro will also provide a summary of the calculation used to determine the capital contribution including all assumptions and inputs used to produce the economic evaluation as described in Appendix B of the DSC.

Where the offer to connect requires a capital contribution (in the form of cash or assets or a combination of both) and the work or a portion of the work does not involve existing circuits, Festival Hydro Inc. will inform the Customer that the Customer may obtain other bids from contractors pre-qualified by Festival Hydro Inc. for the contestable work, and advise the Customer of the process by which the Customer may obtain the alternative bid and the process for pre-qualifying contractors.

When the Customer has advised Festival Hydro that it is interested in pursuing an alternative bid for contestable work, Festival Hydro will identify any additional costs that will occur as a result of the alternative bid option being chosen, provide a description of and cost breakdown for the contestable work and non-contestable work, provide the necessary construction and material standards and specifications for the contestable work, provide a list of pre-qualified contractors and/or the process by which a contractor may become pre-qualified, and identify any additional requirements and responsibilities that the customer must meet and assume should they pursue the alternative bid.

If the Customer chooses to pursue an alternative bid, the Customer must select and hire a pre-qualified contractor (or make arrangements to have their preferred contractor pre-qualified by Festival Hydro), pay all the contractor's costs for the contestable work, assume full responsibility for the construction of the contestable work, administer the contract for the contestable work (including but not limited to the acquisition of all required permissions, permits and easements), ensure the contestable work is done in accordance with Festival Hydro's designs and technical standards and specifications, and inspect and approve all aspects of the constructed facilities as part of the system commissioning activity

(including the provision of as-constructed drawings certified by a Professional Engineer that the installation meets Ontario Regulation 22/04) prior to Festival Hydro connecting the constructed facilities to the existing distribution system.

For residential subdivision projects that require more than one new transformer, Festival Hydro will prepare a Subdivision Servicing Agreement (offer to connect) that assumes the Developer will be hiring their own contractor to complete all contestable work, and Festival Hydro will not normally prepare an estimate to complete the contestable work. Festival Hydro will prepare an estimate to complete the contestable work if requested by the Developer.

For residential subdivision projects that require only one new transformer (or can be serviced with existing transformers), Festival Hydro will prepare a Site Plan Agreement (offer to connect) that assumes the Developer will complete only the civil portion (ducts, transformer bases) of the contestable work. If requested by the Developer, Festival Hydro will modify the Site Plan Agreement to either include an estimate for Festival Hydro to complete all contestable work, or to separate all contestable and non-contestable work.

#### 2.1.2.2 Capital Contributions and Connection Fees

The connection fee and/or capital contribution collected from the Customer is to be consistent with the respective Customer Class as outlined below:

**Class 1 – Residential Single Service:** No Transformation required on private property

- Overhead or Underground – *Refer to Table 1.1*

**Class 2 – General Service, (Below 50 kW):** No Transformation required on private property

- Overhead or Underground: *Refer to Table 1.1*

**Class 3 – General Service (50kW – 999 kW):**

- Single building, 50kW-250kW (No Transformation on Customer's property): *Refer to Table 2*
- Single building, 50kW-999kW (Transformation on Customer's property): *Refer to Table 2*
- Subdivisions, multi-unit or townhouse complex/developments (50 kW-999kW): *Refer to Table 2*

**Class 4 – General Service (1000 kW and above):** *Refer to Table 2*

Note: Customers who own high-voltage switchgear and have a demand less than 1000 kW are included in Class 4.

**Class 5 – Large User:** *Capital contribution collected from Customer.*

### 2.1.2.3 Settlement of Capital Contributions and Expansion Deposits

To keep Festival Hydro harmless in respect of expansion costs and future OM&A costs, the customer will be required to provide a deposit in the amount of 100% of the estimated installation cost of the total project. This deposit must be provided to Festival Hydro before the project begins, and will be held by Festival Hydro for a warranty period which ends two years after the project has been energized. The deposit may be used by Festival Hydro to make repairs to the project that may occur within the warranty period, and/or to pay for any shortfall resulting from the Economic Evaluation. The deposit must be in either cash or an irrevocable commercial letter of credit in a form and wording specified by Festival Hydro. If the deposit is held as cash, the Customer shall earn interest at the rate specified for customer deposits (see 2.4.3), and the interest shall be paid to customer when the deposit or portion thereof is returned to the Customer.

For eligible projects, Festival Hydro will perform the Economic Evaluation once all actual costs are available and the system has been energized. Festival Hydro will disclose to the customer a summary of the calculation used to determine if a capital contribution is required, including all assumptions and inputs used to produce the economic evaluation as described in Appendix B of the DSC. This will include the load forecast (either number of units or kW demand), the transfer price of any assets provided by the customer that will be assumed by Festival Hydro, any cash payments made to Festival Hydro for work performed, and any other relevant assumptions. If the economic evaluation indicates that there is a shortfall between the present value of the capital and OM&A costs of the project, and the present value of the projected revenue for distribution services provided by the project plus any capital provided to Festival Hydro by the customer (either cash or transferred assets), the customer will be required to make an additional contribution to cover the shortfall. At Festival Hydro's discretion, this shortfall may be taken out of the deposit provided by the customer as noted above, or invoiced to the customer. If the economic evaluation indicates the customer is eligible for a refund (ie the present value of the projected revenue plus capital provided by the customer exceeds the present value of the capital and OM&A costs), Festival Hydro will retain this refund as a cash deposit until the end of the two year warranty period identified above.

At the end of the two year warranty period, Festival Hydro will re-do the Economic Evaluation using actual loads (number of units connected or actual kW demand) and any additional costs that may have been incurred that are attributed to the project. If the economic evaluation indicates a shortfall, Festival Hydro will at their discretion, deduct the shortfall from the project deposit, require the deposit to remain in place for a longer period, or invoice the customer for the difference. If the economic evaluation indicates the customer is eligible for a refund (ie the capital contribution provided by the

customer exceeds the amount required by the revised economic evaluation), Festival Hydro will issue a cheque to the customer for the refund amount. Any cash that has been held by Festival Hydro for the project as a deposit will be eligible to earn interest at the specified for customer deposits (see 2.4.3), and the interest shall be paid to customer when the deposit or portion thereof is returned to the Customer.

If at the end of the two year warranty (two years after the project was energized) less than 90% of the projected load has materialized (ie less than 90% of the residential units have been connected or the 12 month rolling average of the kW demand is less than 90% of forecast), Festival Hydro may require the project deposit to remain in place and will perform another economic evaluation three years after the warranty period (five years from energization) to determine if the customer is still required to pay a capital contribution to make up the shortfall, or if the customer is eligible for any additional refund amount based on actual loads. If the customer makes Festival Hydro aware that significant load has been added to the new assets before the end of the five year period, Festival Hydro will re-calculate the economic evaluation not more than once per 12 month period and make adjustments to the deposit accordingly.

#### **2.1.2.4 Rebates Related to Expansions**

If the Customer has provided a Capital Contribution for an expansion, and non-forecasted customers are connected to the new expansion project within five years of the energization of the expansion, Festival Hydro will allocate the original costs of the expansion fairly between the original customer and the non-forecasted customers based on the shared portion of the project. Festival Hydro will provide a rebate the original customer upon settlement of the Capital Contribution from the non-forecasted customers. At no time will the rebate exceed the Capital Contribution received from the original customer.

#### **2.1.2.5 System Expansion Agreements**

Festival Hydro may require customers to enter into a System Expansion Agreement to clarify the responsibilities of each party, provide details on the settlement of capital contributions, specify deposit requirements and warranty periods, and address potential rebates.

### 2.1.3 Connection Denial

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

- *Contravention of existing laws of Canada and the Province of Ontario, including the Ontario Electrical Safety Code*
- *Violations of conditions in the Festival Hydro Inc. License.*
- *Use of a distribution system line for a purpose that it does not serve, and that Festival Hydro Inc. does not intend to serve.*
- *Materially adverse effect on the reliability and safety of the distribution system.*
- *Imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system.*
- *A material decrease in the efficiency of Festival Hydro Inc. distribution system.*
- *A material adverse effect on the quality of distribution services received by an existing connection.*
- **The person requesting the connection owes Festival Hydro money for distribution services, or non-payment of a security deposit.**
- **If the electrical connection to Festival Hydro's distribution system does not meet Festival Hydro's design requirements.**

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

#### **2.1.4 Inspections before Connections**

All customers electrical installations shall be approved by the Electrical Safety Authority (ESA) and must also meet the requirements of Festival Hydro Inc. Festival Hydro Inc. requires notification from the Electrical Safety Authority of this approval prior to the energization of a customer's supply of electricity. Services that have been disconnected for a period of six months or longer must also be re-inspected and approved by the Electrical Safety Authority prior to reconnection.

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

Duct banks for which Festival Hydro Inc. will be responsible, must be inspected prior to encasement by sand or concrete, and again before backfilling. The completed ducts must be rodded by the site contractor and be clear of all debris. If requested by Festival Hydro Inc. a mandrel, to the nominal diameter of the duct, will be passed through in the presence of a Festival Hydro Inc. inspector for verification purposes. If any blockage in the conduit is discovered, the owner's representative will be responsible for clearing or repairing prior to cable installation.

All work done on existing duct banks must be authorized by Festival Hydro Inc. and be carried out in accordance with all applicable safety acts and regulations. No work shall be performed on vaults or manholes that contain energized equipment without the prior knowledge of Festival Hydro Inc. and only in the presence of Festival Hydro Inc. inspector.

Provision for metering shall be inspected and approved by Festival Hydro Inc. prior to energization.

### **2.1.5 Relocation of Plant**

Festival Hydro Inc. will relocate any plant, as requested by a customer, that it deems reasonable, as long as it does not adversely affect another customer or Festival Hydro Inc.'s distribution system. The customer will be required to pay a deposit prior to construction for the estimated cost of the work to be performed. Upon completion of the work Festival Hydro Inc. will invoice the customer for the actual costs incurred.

For relocations for a road authority (i.e. City, Township, Region, Ministry of Transportation) on road allowance, Festival Hydro Inc. will follow the provisions of the Public Service Works on Highways Act. Relocations for a road authority within five (5) years of receiving municipal consent for the distribution system work shall be one hundred per cent (100%) payable by the road authority.

### **2.1.6 Easements**

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

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

### **2.1.7 Contracts**

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

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

#### **2.1.7.2 Implied Contract**

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

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

#### **2.1.7.3 Special Contracts**

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

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

#### **2.1.7.4 Payment by Building Owner**

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

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

#### **2.1.7.5 Opening and Closing of Accounts**

A Customer who wishes to open an account for the supply of electricity by Festival Hydro Inc. shall contact Festival Hydro Inc. by telephone, by written request (including facsimile), or other means acceptable to Festival Hydro Inc. three business days in advance. The customer must provide

required identification. A customer will be governed by Festival Hydro Inc.'s requirements as to whether or not a consumer deposit will be needed.

A Customer who wishes to close an account with Festival Hydro Inc. must notify Festival Hydro Inc. by telephone, by written request (including facsimile) or other means acceptable to Festival Hydro Inc. three business days in advance.

## 2.2 Disconnections

Festival Hydro Inc. reserves the right to disconnect the supply of electrical energy for causes not limited to:

- Contravention of the laws of Canada of the Province of Ontario, including the Ontario Electrical Safety Code and Ontario Regulation 22/04.
- 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 Festival Hydro Inc. to perform planned inspections and maintenance.
- Failure of the Customer or Customer to comply with a directive of Festival Hydro Inc. that Festival Hydro Inc. makes for purposes of meeting its license obligations.
- Overdue amounts payable to Festival Hydro Inc. for the distribution or retail of electricity.
- Electrical disturbance propagation caused by Customer equipment that are not corrected in a timely fashion.
- Any other conditions identified in this Conditions of Service document.

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

### 2.2.1 Disconnection and Reconnection – Process and Charges

Immediately following the due date, steps will be taken to collect the full amount of the bill. See Conditions of Services Document, section 2.4.4 Billing & Collection.

Upon completion of notification requirements to the Customer as stipulated in the Distribution System Code Section 4.2 and section 31(2) of the Electricity Act, 1998 the service may be disconnected and not restored until satisfactory payments or payment arrangements have been made, including costs of reconnection. Such discontinuance of service does not relieve the Customer of the liability for arrears. Festival Hydro Inc. will not be liable for any damage to the Customer's premises resulting from such discontinuance of service.

Upon discovery that a hazardous condition or disturbance propagation (feedback) exists, Festival Hydro Inc. will immediately notify the

Customer in writing to rectify the condition within seven business days or face disconnection of the service supply. The service may be disconnected and not restored until satisfactory arrangements to remedy the condition have been made. Festival Hydro Inc. shall not be liable for any damage to the Customer's premises resulting from such discontinuance of service.

Upon receipt of a Disconnect request from a Customer, Festival Hydro Inc. will disconnect and/or remove Festival Hydro Inc.'s connection assets at the Customer's cost as outlined in Table 2 of this Conditions.

Upon receipt of a reconnect request from a Customer, Festival Hydro Inc. will reconnect connection assets at the Customer's cost as outlined in Table 2 of this conditions. Reconnection will be subject to the Electrical Safety Association rules and regulations.

### **2.2.2 Unauthorized Energy Use**

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

## **2.3 Conveyance of Electricity**

### **2.3.1 Guaranty of Supply**

Festival Hydro Inc. 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.

Festival Hydro Inc. is not liable for damages to customer equipment due to Force Majeure or variations in voltage or poor power quality from external forces, such as operating contingencies, exceptionally high loads and low voltage supply from the transmitter or host distributor.

Customers requiring a higher degree of security than that of normal supply, are responsible to provide their own back-up or standby facilities.

Festival Hydro Inc. will endeavour to maintain voltage variation limits, under normal operating conditions, at the customer's delivery points, as specified by the latest edition of the Canadian Standards Association, C235.

Customers may require special protective equipment on their premises to minimize the effect of momentary power interruptions.

Customers requiring a three-phase supply should install protective apparatus to avoid damage to their equipment, which may be caused by the interruption of one phase, or non-simultaneous switching of phases of Festival Hydro Inc.'s supply.

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

Festival Hydro Inc. will endeavour 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 Festival Hydro Inc. or the public, service may be discontinued without notice.

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

To allow Festival Hydro Inc. to inspect, maintain, alter, and repair equipment located on private property for the provision of regular service we will exercise the right to enter the land on which these facilities are located pursuant to section 40 of the Electricity Act, 1998.

### **2.3.2 Power Quality**

Festival Hydro Inc. will follow good utility practices and industry standards where applicable, but cannot guarantee an unvaried voltage or frequency. Customers with power quality complaints are expected to ensure that their own equipment is not the source of the problem. A vast majority of power quality problems are the result of poor grounding, undersized conductors, and non-linear loads connected to the customer's side of the meter.

If the customer has concluded that the source of the power quality problem is the utility grid, they should contact Festival Hydro Inc. with the results of their investigation. If warranted, Festival Hydro Inc. will hire an independent third party to perform investigative analysis to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and/or use of diagnostic measurement tools.

Upon determination that the cause resulting in the power quality concern is deemed a system delivery issue, and where industry standards are not met, Festival Hydro Inc. will recommend and/or take appropriate mitigation measures. Festival Hydro Inc. will endeavour to control harmonics generated by its own system where these are found to be detrimental to the customers. If Festival Hydro Inc. is unable to correct the problem due to the impact on other customers, then it is not obligated to make the corrections. Festival Hydro Inc. will use appropriate industry standards (such as IEC or IEEE standards) as a guideline.

Upon determination that the cause resulting in the power quality concern is deemed to be on the Customer's side of the system, Festival Hydro Inc. may seek reimbursement for the costs associated with investigating the problem. In addition, if the Customer's load is creating a disturbance on the system that may have an adverse affect on other customers, Festival Hydro Inc. may exercise its right to disconnect the customer as outlined in Section 1.7.4.

#### **2.3.2.1 Prevention of Voltage Distortion on Distribution**

Customers having non-linear load shall not be connected to Festival Hydro Inc.'s distribution system unless power quality is maintained by implementing proper corrective measures such as installing proper filters, and/or grounding, and/or any other appropriate electronic equipment. Further, to ensure the distribution system is not adversely affected, power electronics equipment installed must comply with IEEE Standard 519-1992. The limit on individual harmonic distortion is 3% while the limit on total harmonic distortion is 5%.

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

If Festival Hydro Inc. is conducting an investigation at the Customer's request, the Customer is obligated to help Festival Hydro Inc. by providing required equipment information, relevant data and necessary access for monitoring the equipment.

### **2.3.2.3 Timely Correction of Deficiencies**

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

### **2.3.2.4 Notification for Interruptions**

Although it is Festival Hydro Inc.'s policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customer's supply to allow work on the electrical system. Festival Hydro Inc. will endeavour to provide the Customers with reasonable notice of planned power interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

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

### **2.3.2.5 Notification to Customers on Life Support**

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

With planned interruptions, the same procedure as prescribed in section 2.3.2.4 will be observed. For those unplanned power interruptions that extend beyond two hours and the time expected to restore power is longer than what was indicated by Customers (registered on life support) as their available backup power, Festival Hydro Inc. will endeavour to contact these Customers but will not be liable in any manner to the Customers for failure to do so.

### **2.3.2.6 Emergency Interruptions for Safety**

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

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

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

When power is interrupted, the Customer should first ensure that failure is not due to internal fuses or breakers within the installation. If there is a partial power failure, the Customer should obtain the services of an electrical contractor to carry out necessary repairs. If, on examination, it appears that Festival Hydro Inc.'s main source of supply has failed, the Customer should report these conditions at once to Festival Hydro Inc. by calling 519-519-271-4700 (1-866-444-9370 also available within Festival Hydro Inc. Service Area).

Festival Hydro Inc. operates 24 hours a day to provide emergency service to Customers. Festival Hydro Inc. will initiate restoration efforts as rapidly as practicable.

#### **2.3.3 Electrical Disturbances**

Festival Hydro Inc. shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure as defined in Section 2.3.5 of this document.

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

Customers must ensure that their equipment does not cause any disturbances such as harmonics and spikes that might interfere with the operation of adjacent Customer equipment. Examples of equipment that may cause disturbances include large motors, welders and variable speed drives. In planning the installation of such equipment, the Customer must consult with Festival Hydro Inc.

Festival Hydro Inc. will assist in attempting to resolve any such difficulties at the Customer's expense.

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

## 2.3.4 Standard Voltage Offerings

### Secondary Voltage:

Depending on the type of distribution plant that “lies along” Festival Hydro Inc.’s distribution system, the preferred secondary voltage will be at 120/240 Volt, single phase, three wire, 120/208 Volt, three phase four wire or 600/347 Volt, three phase, four wire.

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

- i. at 120/240 Volt, single phase, three wire, up to 75 kVA demand load, or
- ii. 120/208 Volt, three phase, four wire up to 150 kVA demand load
- iii. 600/347 Volt, three phase, four wire up to 150 kVA demand load, or

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

OR

Where the Customer or Developer **requires** a padmount transformer location on private property:

- i. at 240/120 Volt, single phase, three wire supply is available up to 100 kVA, or
- ii. at 208/120 Volt , three phase, four wire, supply is available for loads up to 1000 kVA demand load, or
- iii. at 600/347 Volt, three-phase, four-wire, supply is available for loads up to **1500** kVA demand load.

OR

Where a Customer or Developer requests a secondary voltage other than those supplied by Festival Hydro Inc., they shall supply transformation with the primary voltage determined by Festival Hydro Inc.

### Primary Voltage:

The geographic location of the customer may dictate the primary supply voltage available. **Festival Hydro will specify the Primary Voltage available at the customer’s location.**

Customers will generally be limited to one point of connection to Festival Hydro's distribution system per customer location. Exceptions will be made at Festival Hydro's discretion and with the agreement of the Electrical Safety Authority if required. The customer may be required to upgrade or modify their existing electrical equipment and/or operating procedures to accommodate more than one connection. These upgrades and modifications will be solely at the customer's cost.

### 2.3.5 Voltage Guideline

Festival Hydro Inc. will maintain service voltage to the customer's service entrance within the guidelines of C.S.A. Standard CAN3-C235-87 (or latest edition), which allows variations from nominal voltages 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.

Festival Hydro Inc. shall practice reasonable diligence in maintaining voltage levels, but cannot be held responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the transmitter or host distributor.

Festival Hydro Inc. shall not be liable for any delay or failure in the performance of any of its obligations under this Conditions of Supply due to any events or causes beyond the reasonable control of Festival Hydro Inc., including, without limitation, severe weather, flood, fire, lightning, the forces or nature, acts of animals, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure").

### 2.3.6 Back-up Generators

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

Customers with permanently connected emergency generation equipment shall notify Festival Hydro Inc. regarding the presence of such equipment and nominal capacity.

### 2.3.7 Metering

In this section, Festival Hydro Inc. will specify the options available to Customers for metering equipment. Festival Hydro Inc. will also outline the technical requirements including location and associated main switch.

Festival Hydro Inc. will supply, install, own and maintain all meters, instrument transformers, ancillary devices, and secondary wiring required for revenue metering.

#### 2.3.7.1 General

Generally, metering will be at utilization voltage. Where Festival Hydro Inc. provides primary transformation, primary voltage metering will be allowed only in special circumstances following full discussion with Festival Hydro Inc. For installations where the customer owns the transformation, metering will be on the secondary side of the transformer provided the transformer losses are in accordance with CAN/CSA Standard C802-94 "Maximum Losses for Distribution, Power, and Dry-Type Transformers", and the secondary voltage and the required current transformers are within Festival Hydro Inc.'s standards. Customers planning to own their own transformation must contact Festival Hydro Inc.'s Metering Department well in advance to determine if the installation will be primary or secondary metered.

The meter shall be located as near as possible to the service entrance box.

The meters shall be grouped where practicable and be accessible from a public area. Either a dual locking arrangement or a key arrangement will be required on the access door. In any case, a copy of the metering layout plan shall be forwarded to Festival Hydro Inc. for review.

Where meters are grouped outside, the height to the center of meters from grade shall be 1.68m (5'6"), with a maximum of six (6) sub-services.

All General Service customers will be metered, up to 50 kilowatts, by a watt-hour meter, and over 50 kilowatts by a demand watt-hour meter.

Where applicable, the Customer shall supply CSA approved meter socket bases with the number of jaws indicated for the appropriate service type.

For Non-residential or mixed-use buildings the Customer will dictate by choice bulk metering or, individual metering.

The location for the indoor or outdoor meter shall be readily accessible at all times and acceptable to Festival Hydro Inc. The inside meter shall not be in a bathroom, stairway, behind an oil tank, directly under a water or steam pipe or within 460mm (18 in.) of water, gas or steam pipes. A space of 910 mm (36 in.) clear of all obstructions shall be provided in front of the meter and service panel.

All meters must be in one location at the main service entrance, unless otherwise agreed to by the Festival Hydro Inc.

No person, except those authorized by Festival Hydro Inc., may remove, disconnect or otherwise interfere with meters, seals, wires or ancillary equipment.

The Customer will be responsible for the care and safekeeping of Festival Hydro Inc. meters, wires and ancillary equipment on the Customer's premises. If any Festival Hydro Inc. equipment installed on Customer premises is damaged, destroyed, or lost other than by ordinary wear and tear, tempest or lightning; the Customer will be liable to pay Festival Hydro the value of such equipment, or at the option of Festival Hydro Inc. the cost of repairing the same.

In order to preserve the integrity and accuracy of Festival Hydro Inc.'s metering systems, no devices other than those required for Festival Hydro Inc. purposes shall be permitted to be connected to the metering circuits. Any metering or load control equipment required by the customer must be connected to the customer's own current and voltage transformers, which must be installed on the load side of Festival Hydro Inc. metering equipment. The customer's own metering or load control equipment cannot be installed in the same metering cabinet, or metering cell, as those of Festival Hydro Inc.

## Meter Bases

Whenever a meter base is required it is to be supplied and installed by the Electrical contractor to Festival Hydro Inc.'s specifications and approved by ESA and/or CSA.

All meter bases must be fitted with an SX00GM or similar screw-type sealing ring.

Meter bases must be at least 19.05 cm (7-1/2") wide and 22.85 cm (9") high.

Round 100 ampere single-phase meter bases are not permitted.

Bypass meter sockets on polyphase services are not permitted.

For new outside installations all meters must be installed so that the center of the meter is at 1.6m (5'6") above the finished grade.

Normally the service to a house 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 constructing the home will be responsible for ensuring that the meter is suitably protected while work is being done on the exterior wall adjacent to the meter. As a minimum, protection shall consist of a wooden box, at least 250 mm (10 in.) deep and constructed to fit around the meter socket base. The general contractor will be entirely responsible for all costs for materials and labour for repairing or replacing a damaged meter.

Customers are responsible to supply 600 volt rated lightning arrester on the line-side of self-contained 600 or 600/347 volt socket meters.

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

Where aluminum conductors are used, service entrance equipment must have CSA approval for aluminum conductors.

All disconnect switches and circuit breakers on the line side of the Distributor metering shall have provisions for padlocking. This includes feeder breakers supplying dry-core transformers, which in turn feed meter centres.

Regardless of any contributed charges for metering installations, all metering equipment shall remain the property of Festival Hydro Inc., and maintenance of this equipment shall be the responsibility of Festival Hydro Inc.

### 2.3.7.2 Metering Cabinets

Wherever metering cabinets are required, the Electrical Contractor is required to provide and install the cabinet. Festival Hydro Inc. will supply, install and connect any current and potential transformers required.

Problems may arise in using the specified size of cabinet particularly in rewiring older buildings. Approval for size or wiring deviations from the standard must be obtained prior to installation.

Distance from floor to center of cabinet 1.68 m (5'6"). Contractor is responsible for bonding metering cabinet to service ground.

Minimum 1m (36") clearance in front of meter cabinet.

Metering cabinets must have double doors with the first opening door on the right hand side when facing the cabinet and must be designed to accommodate a padlock or seal. Doors must open to at least 90°.

Cabinets must be equipped with removable steel back panels to facilitate shop work for installation of metering equipment.

Metering cabinets for outdoor mounting must be approved by the Metering Department before installation and must be weatherproof and lockable.

Where current transformers are to be installed in the secondary bus of metal clad switchgear, shop drawings must be submitted to Festival Hydro Inc. to ensure that the current transformers (CTs) will fit. In cases where the CTs only meter a portion of the metal clad switchgear (such as public 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 public meter only will be allowed. Additional public meters will require authorization from Festival Hydro Inc.

Where a metering cabinet is required, its size will depend on the size of the service conductors to be used. The relationship is as follows:

Up to and including 500 MCM or parallel 3/0 inclusive (400 amps), use 914 mm x 914 mm x 254 mm (36 in. x 36 in. x 10 in.) cabinet. CTs and Potential Transformers (PT's) are to be connected by Festival Hydro Inc. personnel only.

Line and load wires must be sufficient length inside the cabinet to allow for the meter loops.

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

Maximum conductor size to be 500 MCM copper, single conductor. Where two conductors per phase are used, the customer is responsible to ensure that each pair of conductors on each phase is the same length. Parallel conductors should be measured by the Contractor and cut inside the metering cabinet with both the load and line sides long enough to reach the opposite side of the cabinet. Parallel conductors must be looped through the cabinet without cutting.

#### **Installations Involving Switchgear – Above 400 Amperes:**

Whenever switchgear is used in the service entrance, a 762 mm x 762 mm x 254 mm (30"x30"x10") remote metering cabinet can be used. All instrument transformers will be incorporated into the switchgear. Festival Hydro supplied CTs may be sent to manufacturer for installation. It is essential to have sufficient lead-time – consult the Metering Department.

The Contractor will be required to install a 1-1/4" conduit to connect the section containing the instrument transformers to the metering cabinet. The conduit must not pass through any area in the switchgear that contains conductors, which are connected to the line side of the main switch or breaker. The conduit cannot exceed 15.24m (50 ft.) in length without special arrangements being made with the Metering Department.

#### **Apartment Building Metering:**

For all new rental apartment buildings or existing buildings, which have been converted to rental apartment buildings, the metering may be either individual unit or bulk metered, in accordance with the owner's wishes.

For all condominiums and condominium apartment buildings, units must be metered individually.

### **Shopping Plaza and Industrial Mall Metering:**

Each separate store, shop, or industrial unit located in a shopping plaza may be metered individually.

All meters will be located in a single meter room on site: separate meter rooms for separate buildings are not permitted. The customer will provide the meter room. The room will have access to the outside via a lockable door and Festival Hydro Inc. will be provided a key by the customer.

If mounted outside, meters are to be mounted at a height of 1.68m (5'6") when measured from finished grade to the center of the meter face/glass. If mounted inside, meters are to be mounted at a height of 1.68 m (5'6") when measured from finished floor elevation to the center of the meter face/glass.

### **Manufactured Metering Centres**

Services over 400 amps, or where more than 4 sub-services, customer/contractor to supply and install a CSA approved, manufactured metering centre. All sub-services must be connected cold load and grouped in one location.

If a metering center is to be used, then the following shall apply:

- The minimum height allowed for the bottom row of meters is 0.61m (2 ft.) from finished floor elevation to the center of the meter face/glass.
- The maximum height allowed for the top row of meters is 1.68m (5'6") from finished floor elevation to the center of the meter face/glass.

### **Inside Metering Installations:**

Inside metering installations shall comply with the following requirements. In all cases, the customer will consult with Festival Hydro Inc.'s Metering Department to determine the type of meter installation and metering cabinet, if any, required.

- a. **Safe working space:** A clear working space of at least 1m (3'4") is required in front of the installation, from floor to ceiling. A minimum ceiling height of 2.1m (84") for the full width of the installation is to be provided to ensure the safety of Festival Hydro staff. Adequate lighting levels of 65-75 foot-candle shall be maintained.
- b. **Metering Cabinet Mounting Heights:** The acceptable limits for metering cabinet mounting heights are 1.8m  $\pm$ 0.1m (71"  $\pm$  4") from the finished floor elevation to the top of metering cabinet.

- c. **Proximity to other equipment:** No water, gas, sewer, or other pipes, communications wire or equipment will be permitted to encroach on the safe working space requirements, of the meter cabinet. Where a meter room is provided, no other equipment (including gas, sewer, water, and other pipes) will be permitted in the room. However, only the water meter and its' directly associated piping is allowed in the meter room.

**2.3.7.3 Single Phase Metering**

**240/120 Volt**

Up to 200 Amperes – Residential

Meters must be located outside within 3 m. (10 ft.) of the front corner of the building. Meters used are 4-jaw, self-contained units. Electrical Contractor must supply and install a rectangular meter base measuring 190mm x 228mm (7-1/2" wide x 9") high minimum.

Meter bases for underground single-phase services must have self-contained lugs and must be large enough to accommodate Festival Hydro Inc.'s service conductors. The following meter bases (or equivalent) are acceptable:

|                |          |
|----------------|----------|
| Micro Electric | BS2-TCV  |
| Murray Jensen  | EK400 RO |
| Commander      | LM2      |
| Westinghouse   | WLM2     |
| Stelpro        | SC24-EXP |

Meter base mounting height will be 1.68 m (5'6") from the finished grade to the center of the meter face/glass.

**400 Amperes 240/120 Volt (General Service)**

Electrical Contractor must supply and install a 762mm x 762mm x 254mm (30"x30"x10") meter cabinet on the load side of the main switch indoors, to contain a current transformer and test facilities. A self-shorting transformer type meter base must be installed outdoors and connected by means of 1" conduit not exceeding 50 ft. in length to the meter cabinet.

**208/120 Volt (Network) – 2 Phase & Neutral**

Up to 200 Ampere

Meters used are 5-jaw with the 5<sup>th</sup> jaw in the 9 o'clock position. Electrical contractor must supply and install a rectangular meter base or a manufactured metering centre where appropriate, complete with the 9 o'clock add on.

#### **2.3.7.4 Three Phase Metering**

##### **600/347 Volt**

Up to 200 Ampere

Meters must be located indoors on the load side of the main switch. Where there is no building available (i.e. temporary services, sports fields), an approved weatherproof lockable enclosure is acceptable. Meters used are 7-jaw self-contained units with the 7<sup>th</sup> jaw in the 6 o'clock position. Electrical Contractor must supply and install a rectangular meter base or manufactured metering centre where appropriate complete with the 6 o'clock add on. A 600 volt rated lightning arrester to be supplied and installed at the load side of the main incoming switch by electrical contractor.

The neutral conductor must be isolated from ground in the meter base (remove the grounding screw from the neutral terminal).

##### **208/120 Volt**

Up to 200 Amperes

Meters must be located outside unless a metering center is used. Meters are 7 jaw self-contained with 7<sup>th</sup> jaw at the 6 o'clock position.

##### **208/120 and 600/347 Volt**

400 Amperes

Electrical Contractor must provide a 914mm x 914mm x 254mm (36"x36"x10") meter cabinet to accommodate Festival Hydro Inc.'s CTs, PTs, meters and accessories.

If the Electrical Contractor prefers to install secondary switchgear, Festival Hydro will supply CTs and PTs to the switchgear manufacturer for installation. In this case a 762mm x 762mm x 254mm (30"x30"x10") remote metering cabinet is adequate complete with a 1-1/4" conduit from the switchgear to the cabinet.

Over 400 Ampere – Switchgear

The Electrical Contractor must provide a 1-1/4" conduit from the instrument transformer compartment to a remote metering cabinet measuring 762mm x 762mm x 254mm (30"x30"x10"). Festival Hydro Inc. will supply CTs and PTs to the switchgear manufacturer, for factory installation in the bus bar.

#### 2.3.7.5 Interval Metering

Where interval metering is required or requested, Festival Hydro Inc. will outline the technical requirements to be followed for such installations. Included with the technical specifications will be the conditions under which interval metering will be supplied.

##### Existing Customers – Less than 1000 K.W. Billed Demand

All customers, having an average peak demand of less than 1000 K.W. over a 12-month period, may request interval metering. The customer will provide at their cost a direct dial analogue telephone circuit to the meter location. This phone circuit is to be active 24 hours per day and energized prior to interval meter installation.

The customer shall compensate Festival Hydro Inc. for all incremental costs associated with the interval meter. This cost will include 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 (6 years) of the meter, ongoing provision of communication line with the customers meter, and the cost of metering made redundant by the customers requesting interval metering (*as noted in 5.1.5 of the Distribution System Code*).

Festival Hydro Inc. will assume ownership and ongoing maintenance responsibility for the new metering installation, excluding the telephone circuit. If the customer no longer requires an interval meter, they shall compensate Festival Hydro Inc. for all costs associated with removing the interval metering and any costs associated with the installation of a non-interval meter if required.

##### Existing Customers – above 1000 K.W. Billed Demand

All existing poly phase customers having an average monthly peak billed demand in excess of 1000 K.W. over a 12-month period will require an interval meter and phone line.

The associated costs of this installation will be the responsibility of Festival Hydro Inc. (*as per 5.1.3 of the Distribution System Code*).

### New or Upgraded Customers – Above 250 K.W. Billed Demand

All customers installing new or upgraded poly phase services, with a forecast monthly billed peak demand averaging over 12 months exceeding 250 K.W., are required to supply and maintain a direct dial analogue telephone circuit to the electric meter location at their cost in accordance with 5.1.3 of the Distribution System Code.

This telephone line must be either a dedicated line or by connecting an automatic call processor, called a “stick” on their existing fax telephone line.

The associated costs of purchasing and installing an interval meter will be the responsibility of Festival Hydro Inc. (*as per 5.1.3 of the Distribution System Code*).

### **Customer Access to Interval Meters**

Where interval metering is installed, Festival Hydro Inc. will allow customer access to load profile and energy consumption data via any of the following means.

1. **READ ONLY ACCESS:**  
The customer or their broker may access the interval meter directly via a telephone connection and their software equipment (MV-90). This only accesses a limited amount of ability that is referred to as “read only access”.

Upon receiving the signed Read Only Access Agreement back from the customer and their agent, Festival Hydro Inc. will issue a password number. This will give the customer direct access for “read only” functions to the interval meter.

2. **KYZ PULSE OUTPUT:**  
The customer or their agent may install equipment in the interval meter cabinet in order to connect directly to a pulse output cable (KYZ) from the interval meter. Festival Hydro Inc. will supply an interval meter c/w a KYZ pulse output cable. The customer will be responsible to supply and install the necessary equipment in order to connect the KYZ output cable to the appropriate equipment that will facilitate constant monitoring of the customer’s load profile and energy consumption.

3. **MV-90 ANALYSIS REPORTS:**

Festival Hydro Inc. will supply (via e-mail) load profile/energy reports from previous months of interval meter interrogations with MV-90 to the customer or their agent two times per calendar year at no charge.

If this service is requested as a permanent and ongoing monthly request, there will be a charge for the time required to prepare and send these reports.

**2.3.7.6 Meter Reading**

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

**2.3.7.7 Final Meter Reading**

When a service is no longer required, or if the Customer is switching energy providers, the Customer shall provide Festival Hydro Inc. sufficient notice of the date so that a final meter reading can be obtained. The Customer shall provide access to Festival Hydro Inc. 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.

**2.3.7.8 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. Festival Hydro Inc.'s revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registrations, Festival Hydro Inc. 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 Festival Hydro Inc., due regard being given to any change in the character of the installation and/or the demand.

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

#### 2.3.7.9. Meter Dispute Testing

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

Either Festival Hydro Inc. or the Customer may request the service of Measurement Canada to resolve a dispute. If the Customer initiates the dispute, Festival Hydro Inc. will charge the Customer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favour of Festival Hydro Inc.

#### 2.3.7.10 Net Metering

Customers who generate electricity primarily for their own use from a renewable source (wind, water, solar or agricultural biomass) using equipment of maximum cumulative output up to 500 kW in size are eligible for net metering (Ontario Regulation 541/05).

Customers must enter into a net-metering agreement with Festival Hydro.

Festival Hydro recommends that all generator equipment be certified by an accredited Canadian authority such as the Canadian Standards Association. If it isn't, equipment must be site certified by an accredited Canadian agency such as the Electrical Safety Authority (ESA).

Installation of all generation facilities must be approved by the ESA and proof of this (connection authorization) provided to Festival Hydro prior to connection.

To comply with Section 84 of the Ontario Electrical Safety Code, customers are required to have an isolation switch (visible, accessible and lockable) located between the meter and the customer equipment.

In order to bill net-metered customers for the net consumption, and maintain compliance with the requirements of Measurement Canada, meter replacement is required. Festival Hydro will upgrade the meter at the customer's expense.

Customers wishing to be connected under Festival Hydro's Net Metering Program must call 519-271-4703 ext. 242 and provide the following information:

- Your Name
- Festival Hydro Account Number
- Phone number (home/work)
- Service Address
- Size of generator (kW)
- Type of generator (must be renewable energy technology)
- Planned date for starting to generate

## **2.4 Tariffs and Charges**

### **2.4.1 Service Connection**

Charges for distribution services are made as set out in the Schedule of Rates available from Festival Hydro Inc. Notice of Rate revisions shall be published in major local newspapers. Information about changes will also be mailed to all Customers with the first billing issued at revised rates.

#### **2.4.1.1 Customers Switching to Retailer**

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

#### **2.4.1.2 Supply Deposits and Agreements**

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

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

### **2.4.2 Energy Supply**

- Provision of Standard Service Supply to the Customer, per the rules and regulations laid out in the Retail Settlement Code and the Standard Service Supply Code.
- Provision of Supply to the Customer through a Retailer, per the rules and regulations laid out in the Retail Settlement Code.
- Wheeling of energy and all associated tariffs.

#### 2.4.2.1 **Standard Service Supply (SSS)**

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

#### 2.4.2.2 **Retailer Supply**

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

All requests shall be submitted as electronic files and transmitted through Festival Hydro Inc.’s hub provider for electronic business transactions. Service Transfer Request (STR) shall contain information as set out in section 10.3 of the Retail Settlement Code.

If the information is incomplete, Festival Hydro Inc. shall notify the retailer about the specific deficiencies and await a reply before proceeding to process the transfer.

#### 2.4.2.3 **Wheeling of Energy**

All Customers considering delivery of electricity through the Festival Hydro Inc. Distribution System are required to contact Festival Hydro Inc. for technical requirements and applicable tariffs.

#### 2.4.3 **Deposits-**

All *new* residential, general service and large use customers will be required to pay a security deposit or provide a guarantee to Festival Hydro when applying for service. Exceptions would have to meet the deposit waiver conditions listed below. Security deposits must be in the form of (i) cash or cheque for residential customers, (ii) in addition, general service & large use customers may produce an automatically renewing irrevocable (standby) letter of credit, (iii) a bond or a letter of guarantee from a chartered bank, trust company or credit union as security.

Customers are allowed to pay their initial deposit over four equal monthly installments.

Any *existing* customer receiving service from Festival Hydro Inc., who accumulates a poor credit history, will also be required to pay a security deposit. A poor credit history can include any customer who negotiates more than one NSF payment, has their service disconnected for non-payment, or requires a trip to their door to collect arrears.

Accounts will be reviewed to determine if a deposit needs to be augmented by an additional deposit if the original deposit is insufficient based on the customer's actual usage.

All normal collection procedures will apply to the collection of security deposits.

Federal, Provincial, and Municipal Governments shall be exempt from the security deposit requirement.

**Amount of Deposit:**

Deposits for residential and general service < 50 kW under Standard Supply Service or Distributor Consolidated billing will be based on 2.5 months average billing for non-competitive and competitive electricity costs. Where the account/location is new and does not have previous consumption history, consumption from similar installations will be used to determine deposit amount.

Despite section 2.4.12 of the Distribution System Code, where a non-residential customer in any rate class other than a <50 kW demand rate class has a credit rating from a recognized credit rating agency, the maximum amount of a security deposit which the distributor may require the non residential customer to pay shall be reduced in accordance with the following table:

| <b>Credit Rating</b><br><i>(Using Standard and Poor's Rating Terminology)</i> | <b>Allowable Reduction<br/>In Security Deposit</b> |
|---|--|
| 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%   |

If a customer is billed under Retailer consolidated billing Festival Hydro Inc. does not require a deposit.

**Waiver Policy:**

Security deposits or guarantees may be waived for **Residential** Customers if the following conditions are met:

New Residential customers who have previously (within the past 24 months) established a satisfactory payment record of one year with Festival Hydro Inc. or provides a favorable credit reference from another distributor or gas distributor in Canada confirming a recent good payment history with that distributor will be exempt from the security deposit requirement. All new residential customers who provide a favorable credit check at their expense or pay by *pre-authorized payment* will also be exempt from making a deposit.

Security deposits or guarantees may be waived for **General Service <50 kW** customers if the customer has 5 years good credit history and **General Service >50 kW** customers if the customer has 7 years good credit history under it's current name with, Festival Hydro or provides a favorable credit reference from another distributor or gas distributor in Canada confirming a recent good payment history with that distributor, will be exempt from the security deposit requirement. All General Service customers who provide a favorable credit check at their expense will also be exempt from paying a deposit. In all General Service cases, a Festival Hydro application for service must be completed or a security deposit or guarantee will be required.

Residential deposits are refunded after one year if an acceptable credit history has been accumulated. If a final bill occurs the deposit will be credited towards the final bill. If any account remains active with Festival Hydro Inc., and it does not achieve one year of acceptable credit history the deposit will be kept on file.

General Service <50kW customer deposits are refunded after a period of 5 years if an acceptable credit history has been maintained and for General Service >50kW customers deposits will be refunded after a period of 7 years if an acceptable credit history has been maintained. Non-cash security will be applied to a final billed account if the account has not been paid in full by the due date.

Where the distributor determines in conducting a review under section 2.4.22 or 2.4.23 of the DSC, that some or all of the security deposit is to be returned to the customer, the distributor shall promptly return this amount to the customer crediting the customer's account or otherwise. Despite sections 2.4.22 and 2.4.23 in the case of a customer in a >5000 kW demand rate class, where the customer is now in a position that it would be exempt from paying a security deposit under section 2.4.9 or 2.4.11 had it not already paid a security deposit, the distributor is only required to return 50% of the security deposit held by the distributor. Despite section 2.4.20, where the distributor determines in conducting a review under section 2.4.22 or 2.4.23 that the maximum amount of the security deposit is to be adjusted upward, the distributor may require the

customer to pay this additional amount at the same time as that customer's next regular bill comes due.

Interest will be accrued monthly on all cash deposits held by Festival Hydro Inc. The interest rate shall be at the Prime Business Rate as published on the Bank of Canada website less 2 percent updated quarterly. The accrued interest shall be paid out at least once every 12 months or closure of the account.

#### **2.4.4 Billing & Collection**

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

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

#### **2.4.5 Payment of Overdue Account Interest Charges**

Bills are rendered for energy services provided to the Customer. Bills are payable in full by the due date; otherwise, overdue interest charge will apply. Where a partial payment has been made by the Customer, on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date, inclusive of arrears from previous billings. In the event of partial payment by a Customer, payments shall be allocated by the portions of the bill covering competitive and non-competitive electricity costs based on the ratios of the amount billed for competitive and non-competitive costs.

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

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

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

## 2.5 Customer Information

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

Festival Hydro will not disclose Customer information to a third party without the consent of the Customer in writing, except where Customer information is required for the following purposes:

- (a) for billing, settlement or market operation purposes;
- (b) for law enforcement purposes;
- (c) for the purpose of complying with a legal requirement; or,
- (d) for a debt collection agency for the processing of past due accounts.

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

At the request of a Customer, Festival Hydro Inc. will provide a list of retailers who have Service Agreements in effect within its distribution service area. The list will inform the Customer that an alternative retailer does not have to be chosen in order to ensure that the Customer receives electricity and the terms of service that are available under Standard Supply Service.

Upon receiving an inquiry from a Customer connected to its distribution system, Festival Hydro Inc. will either respond to the inquiry if it deals with its own distribution services or provide the Customer with contact information for the entity responsible for the item on inquiry, in accordance with chapter 7 of the Retail Settlement Code.

An embedded distributor that receives electricity from Festival Hydro Inc. shall provide load forecasts or any other information related to the embedded distributor's system load to Festival Hydro Inc., as determined and required by Festival Hydro Inc. A Distributor shall not require any information from another Distributor unless it is required for the safe and reliable operation of either Distributor's distribution system or to meet a Distributor's license obligations.

## SECTION 3 – CUSTOMER CLASS SPECIFIC

### 3.1 Residential

A customer is classed as residential when all the following conditions are met:

- (a) the property is zoned strictly residential by the local municipality
- (b) the account is created and maintained in the customer's name
- (c) the building is used for dwelling purposes

Exceptions may be made for properties zoned for farming use, under the following conditions: the principal use of the service is for the residence, the service size is 200 amperes or less, and the service is 120/240 volt single phase.

All other services will be classed as General Service. New residential Subdivisions or multi-unit developments involving the construction of new city streets and roadways are also treated as General Service, and are covered in Section 3.3.1.

Customers who are classed as General Service but consider themselves to be residential, must provide Festival Hydro Inc. with a copy of their tax assessment, which clearly demonstrates the zoning is for residential use only.

Refer to Table 1 and Table 2 for Point of Demarcation, Standard Allowance and Connections Fees for Residential Services.

#### 3.1.1 Overhead Services

##### 3.1.1.1 Minimum Requirements

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

- (i) A clevis type insulator is to be supplied by the customer, and located within 914mm (3 ft.) of the face of the building.
- (ii) This point of attachment device must be located:
  - (a) Not less than 4.5 metres (15 feet) nor greater than 5.5 metres (18) feet above grade (to facilitate proper ladder handling techniques). Buildings must have a minimum offset from property line of 1.2 metres (4 feet).
  - (b) Between 150 millimetres and 300 millimetres (6-12 inches) below the service head.

(iii) A large, 4-jaw meter socket of an approved manufacturer shall be provided. Certain areas will require a 5-jaw socket as determined by Festival Hydro Inc. The Customer should contact Festival Hydro Inc. to confirm details.(iv) Clear unobstructed access must be maintained to and in front of the meter location.

(v) Service locations requiring access to adjacent properties (mutual drives, narrow side set-backs, etc.) will require the completion of an easement or written consent from the property owner(s) involved.

(vi) The approved meter base shall be mounted directly below the service mast such that the midpoint of the meter is 1.73 m ( $\pm 100$ mm) above finished grade within 914 mm of the face of the building (in front of any existing or proposed fence), unless otherwise approved by Festival Hydro Inc.

### 3.1.1.2 Services Over Swimming Pools

Although the Ontario Electrical Safety Code allows electrical conductors to be located at adequate height, Festival Hydro Inc. will **not** allow electrical conductors to be located above swimming pools.

Where a new swimming pool is to be installed it will be necessary to relocate, at the property owner's expense, any electrical conductors located directly over the proposed pool location.

Where overhead service conductors are in place over an existing swimming pool, Festival Hydro Inc. will provide up to 30 metres of overhead service conductors, at no charge, to allow rerouting of the service. The property owner will pay any other costs.

### 3.1.2 Underground Services for Individual Residences

Customers requesting an underground service in an overhead area will be required to pay the connection costs for the underground service less the Standard Allowance for an overhead service. This will be set as an average fee.

The owner shall pay for any necessary road crossings.

The trench route must be approved by Festival Hydro Inc. and is to follow the route indicated on the underground drawing supplied by Festival Hydro Inc. Any deviation from this route must be approved by Festival Hydro Inc. The Customer will be responsible for Festival Hydro Inc. costs associated with re-design and inspection services due to changes or deviations initiated by the Customer or its agents.

The owner will assure the provision for the service entrance and meter meets Festival Hydro Inc. approval.

Where there are other services to be installed (i.e. gas, telephone, and cable) these shall be coordinated to avoid conflict with Festival Hydro Inc.'s underground cables.

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

It is the responsibility of the owner to contact Festival Hydro Inc. to inspect each trench prior to the installation of Festival Hydro Inc. service duct.

The owner shall provide unimpeded access for Festival Hydro Inc. to install the service.

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

### **3.2 General Service**

This section refers to all customers not covered in Section 3.1. Refer to Section 4 "*Glossary of Terms*" for specific definition.

- a. The Customer shall supply the following to Festival Hydro Inc. well in advance of installation commencement:
  - Required in-service date
  - Proposed Service Entrance equipment's Rated Capacity (Amperes) and Voltage rating and metering requirements.
  - Proposed Total Load details in kVA and/or kW (Winter and Summer)
  - Locations of other services, gas, telephone, water and cable TV.
  - Details respecting heating equipment, air-conditioners, motor starting current limitation and any appliances, which demand a high consumption of electrical energy.
  - Survey plan and site plan indicating the proposed location of the service entrance equipment with respect to public rights-of-way and lot lines.
  - For General Service (above 50kw) Class Customers, electrical, architectural and/or mechanical drawings as required by Festival Hydro Inc. must be received prior to ordering service entrance switchgear.
- b. For high voltage (above 750 Volts) supply, the Customer shall construct or install all civil infrastructure (including but not limited to poles, U/G conduits, cable chambers, cable pull pits, transformer vault/pad) on private property, that is deemed required by Festival Hydro Inc. as part of its Connection Assets. All civil infrastructure are to be in accordance with

Festival Hydro Inc.'s current standards, practices, specifications and this Conditions of Service are subject to Festival Hydro Inc. Inspection and acceptance.

Should the Customer complete the civil infrastructure related to connection assets, Festival Hydro Inc. would not include the associated civil component in its calculation of Basic and Variable Connection Fees.

- c. Alternatively, the Customer may have Festival Hydro Inc. complete the civil infrastructure that forms part of Festival Hydro Inc.'s Connection Assets on private property and the Customer will therefore be responsible for all costs via Basic Connection and Variable connection Fees (as applicable).
- d. Festival Hydro Inc. is responsible for the maintenance and repairs of its Connection Assets **but not** the Transformer Room(s) or any other civil structure that forms part or is part of the Customer's building.
- e. When effecting changes the Customer shall maintain sufficient clearances between electrical equipment and buildings and other permanent structures to meet the requirements of the Ontario Electrical Safety Code and the Occupational Health and Safety Act and Regulations.
- f. It is the responsibility of the owner or his/her contractor to obtain clearances from all of the utility companies (including Hydro) before digging.
- g. Festival Hydro Inc. will undertake the necessary programs to maintain and enhance its distribution plant at its expense. In the event that services or facilities to a Customer need to be restored as a result of these construction or maintenance activities by Festival Hydro Inc. they will be restored to an equivalent condition.

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

Refer to Table 1 and Table 2 for Point of Demarcation, Standard Allowance and Connection Fees for General Service.

### **3.2.1 Electrical Requirements (as applicable)**

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

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

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

The electrical room must be located to provide safe access from the outside or main hallway, and not from an adjoining room, so that it is readily accessible to Festival Hydro Inc. employees and agents at all times to permit meter reading and to maintain electric supply. This room must be locked. The electrical room shall not be used for storage or contain equipment foreign to the electrical installation within the area designated as safe working space. All stairways leading to electrical rooms above or below grade shall have a handrail on at least one side as per the Ontario Building Code and shall be located indoors

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

### **3.2.2 Underground Service Requirements**

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

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

The trench route must be approved by Festival Hydro Inc. Any deviation from this route must all be approved by Festival Hydro Inc. The Customer will be responsible for Festival Hydro Inc.'s costs associated with re-design and inspection services due to changes or deviations initiated by the Customer or its agents or any other body having jurisdiction.

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

It is the responsibility of the owner to contact Festival Hydro Inc. to inspect each trench prior to the installation of Festival Hydro Inc.'s ducts.

### **3.2.3 Temporary Services (other than residential)**

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

Subject to the requirements of Festival Hydro Inc., supply will be connected after receipt of a 'Connection Authorization' from the Electrical Safety Authority, a signed contract and a deposit from the Customer.

Where meter bases are required, they must be approved by Festival Hydro Inc. and shall be securely mounted on minimum 152 mm diameter poles (or alternative if approved by Festival Hydro Inc.) so that the midpoint of the meter is 1.73 m ( $\pm 100$  mm) from finished grade.

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

In the case of temporary underground services, the Customer shall extend to Festival Hydro Inc.'s point of supply.

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

All Customers with an average peak demand above 50 kW in eight of the past twelve months, or with a peak demand above 100 kW in any month, are to be classified as General Services above 50 kW. For new Customers without prior billing history, the peak demand will be estimated by Festival Hydro Inc.

### **3.3.1 New Residential Subdivisions or Multi-Unit Developments**

New Residential Subdivisions or Multi-unit Developments involving the construction of new city streets and roadways are treated as Non-Residential Class Customers and involve capital contribution for “Expansion” work, in addition to any applicable Connection Charges. Should the Economic Evaluation identify a shortfall for the Expansion, the Developer has a choice of either completing the portion of plan not yet connected to Festival Hydro Inc.’s system or have Festival Hydro Inc. complete this work in accordance with Section 3.3 of the DSC Code, titled “Alternate Bids”. The Customer will not be allowed to complete construction work on Festival Hydro Inc.’s existing distribution system.

New Residential Subdivisions or Multi-unit complexes not involving new City streets and roadways, but only private property, will follow the general terms and conditions for Connection Charges and Capital Contribution for the appropriate General Class Customers.

In all cases, all of the electrical service must be constructed to Festival Hydro Inc.’s standards and in compliance with the Ontario Electrical Safety Code, applicable laws, regulations and codes.

The Developer is required to enter into a Supply Agreement with Festival Hydro Inc. and pay Festival Hydro Inc. the deposit(s) for ordering of equipment and associated design and construction work for the installation of the proposed underground electrical distribution system. This amount will be paid concurrently with the signing of the Supply Agreement.

In case of conflict between the Supply Agreement and the terms herein, the Supply Agreement shall be binding. All design work including service locations and trench routes must be approved by Festival Hydro Inc.

### **3.3.2 Electrical Requirements**

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

Festival Hydro Inc. will supply, install and maintain the electrical transformation equipment within the transformer pad. Festival Hydro Inc. has the right to have this equipment connected to its distribution system. The owner is required to supply and maintain an electrical room of sufficient size to accommodate the service entrance and meter

requirements of the tenants and provide clear working space in accordance with the Ontario Electrical Safety Code.

The electrical room must be separate from, but adjacent to, the transformer. It must be located to provide safe access from the outside or main hallway, and not from an adjoining room, so that it is readily accessible to Festival Hydro Inc. employees and agents at all hours to permit meter reading and to maintain electric supply. This room must be locked.

The electrical room shall not be used for storage or contain equipment foreign to the electrical installation within the area designated as safe working space. All stairways leading to electrical rooms above or below grade shall have a handrail on at least one side as per the Ontario Building Code, and shall be located indoors.

The electrical room shall have a minimum ceiling height of 2.2 m clear, be provided with adequate lighting at the working level, in accordance with Illuminating Engineering Society (I.E.S.) standards, and 1-120 V convenience outlet. The lights and convenience outlet noted above and any required vault circuit shall be supplied from a panel located and clearly identified in the electrical room.

The owner shall identify each Customer's metered service by address and/or unit number in a permanent and legible manner (laminated plates). The electrical room shall be visibly identified from the outside.

### **3.3.3 Technical Information**

Where project drawings are required for Festival Hydro Inc.'s approval, for items under Festival Hydro Inc.'s jurisdiction, the Customer or its authorized representative must ensure that proposal drawings are fully in compliance with Festival Hydro Inc.'s standards. Approval of project drawings by Festival Hydro Inc. shall not relieve the Customer of its responsibility in respect of full compliance with Festival Hydro Inc.'s standards. In all cases, one copy of all relevant drawings must be submitted to Festival Hydro Inc. for approval, prior to ordering service entrance switchgear. Where the Customer requires an approved copy to be returned, two copies of all plans must be submitted.

Prior to the preparation of a design for a service, the Customer will provide the following information to Festival Hydro Inc. including the approximate date that the Customer requires the electrical service and the due date that Festival Hydro Inc. civil construction drawings are required to co-ordinate with site construction.

#### **3.3.3.1 Site & Grading Plans**

Indicate the lot number, plan numbers and, when available, the municipal street number. The site plan shall show the location of the Building on the property relative to the property lines, any driveways and parking areas and the distance to the nearest intersection. All elevations shall be shown for all structures and proposed installations.

#### **3.3.3.2 Mechanical Servicing Plan**

Show the location on the property of all services proposed and/or existing such as water, gas, storm and sanitary sewers, telephone, et cetera.

#### **3.3.3.3 Floor Plan**

Show the service location, other services location, driveway, parking and indicate the total gross floor area of the building.

#### **3.3.3.4 Duct Bank Location**

Show the preferred routing of the underground duct bank on the property. This is subject to approval by Festival Hydro Inc.

#### **3.3.3.5 Transformer Location**

Indicate the preferred location on the property for the high voltage transformation. This is subject to approval by Festival Hydro Inc.

Transformation will be pad-mounted or pole-mounted depending on the project load requirements.

#### **3.3.3.6 Electrical Meter Room**

Indicate preferred location in the building of the meter room and the main switchboard.

#### **3.3.3.7 Single Line Diagram**

Show the main service entrance switch capacity, the required supply voltage, and the number and capacity of all sub-services showing provision for metering facilities, as well as the connected load breakdown for lighting, heating, ventilation, air conditioning et cetera. Also, indicate the estimated initial kilowatt demand and ultimate maximum demands. Provide protection equipment information where coordination is required between Festival Hydro Inc. and Customer owned equipment. Fusing will be determined later by Festival Hydro Inc. to co-ordinate with the transformer size selected.

#### **3.3.3.8 Switchgear (Services above 400 Amps.)**

Submit three copies of any service entrance switchgear to be installed for Festival Hydro Inc.'s approval, including interlocking arrangement if required.

### 3.3.3.9 Substation Information

Where a Customer owned substation is to be provided the owner will be required to provide the following in addition to the site information outlined above.

- All details of the transformer, including kVA capacity, short circuit rating (in accordance with 3.3.4.1), winding configuration, primary and secondary voltages, impedance, losses (design losses and actual losses certified by a Professional Engineer), and cooling details.
- A Site plan of the transformer station showing the equipment layout, proposed primary connections, grounding and fence details, where applicable.
- A coordination study for protection review.

### 3.3.4 Technical Considerations

#### 3.3.4.1 Short Circuit Ratings

27600/16000 V Supply: The Customer's protective equipment shall have a three phase, short circuit rating of 800 MVA symmetrical. The asymmetrical current is 26,000 A (91.6 factor used).

13800/8000 V Supply: The Customer's protective equipment shall have a three phase, short circuit rating of 500 MVA symmetrical. The asymmetrical current is 37,000 A (1.6 factor used).

4160/2400 V Supply: The Customer's protective equipment shall have a three phase, short circuit rating of 250 MVA symmetrical or 40,000 A asymmetrical (1.6 factor used).

600/347 V Supply: The Customer's protective equipment shall have a minimum short circuit rating of 50,000 A.

208/120 V Supply: Available short circuit current may be obtained upon request to Festival Hydro Inc..

#### 3.3.4.2 Primary Fusing

All equipment connected to the Festival Hydro Inc. distribution system shall satisfy the short circuit ratings specified in clause 3.3.4.1

The Customer and/or the Customer's consultant shall specify the fuse link rating and demonstrate coordination with Festival Hydro Inc.'s upstream protection including station breakers and/or distribution fuses. The Customer shall submit a coordination study to Festival Hydro Inc. for verification to ensure coordination with upstream protection including station breakers and/or distribution fuses. The Customer shall maintain an adequate supply of spare fuses to ensure availability for replacement in the event of a fuse blowing.

#### 3.3.4.3 **Ground Fault Interrupting**

Where ground fault protection is required to comply with the Ontario Electrical Safety Code, the method and equipment used shall be compatible with Festival Hydro Inc.'s practice of grounding transformer neutral terminals in vaults. Zero sequence sensing will normally apply. Where ground strap sensing is used, the ground sensing devices shall be set to operate at 600 amp. if transformer and switchboard buses are not bonded and 400 amp. if buses are bonded. Ground fault protection proposals for dual secondary supply arrangements shall be submitted to Festival Hydro Inc. for approval, before construction of the switchboard.

#### 3.3.4.4 **Lightning Arresters**

Customer installations that are directly supplied from Festival Hydro Inc.'s primary underground system are not protected with lightning arresters. If the Customer wishes to install lightning arresters they shall be located on the load side of the first protective devices. For Customer installations that are supplied from Festival Hydro Inc.'s overhead system, Festival Hydro Inc. will install lightning arresters at the poles and the Customer may install lightning arresters in the switchgear on the load side of the incoming disconnect device. The schematic diagram shall indicate the presence of such devices in the switchgear.

#### 3.3.4.5 **Basic Impulse Level (B.I.L.)**

The Customer's apparatus shall have a minimum Basic Impulse Level in accordance with the following:

- (a) 4160/2400 supply voltage – 60 kV B.I.L.
- (b) 13800/3800 supply voltage – 95 kV B.I.L.
- (c) 27600/16000 supply voltage – Delta primary 150 kV B.I.L.
- (d) 27600/16000 supply voltage – Grounded Wye primary 125 kV B.I.L.

#### 3.3.4.6 **Unbalanced Loads**

On three-phase service, the unbalance due to single-phase loads shall not exceed 20% of the Customer's balanced phase loading expressed in kilowatts.

### 3.4 **GENERAL SERVICE (Above 1000 kW)**

All Customers with an average peak demand of 1000 kW or higher over the past twelve months are to be classified as Customers over 1000 kW. For new Customers without prior billing history, the peak demand will be based on 90% of the installed transformer.

#### 3.4.1 **Electrical Requirements**

Where a primary service is provided to a Customer-owned substation, the Customer shall install and maintain such equipment in accordance with all

applicable laws, codes, regulations, and Festival Hydro Inc.'s requirements for high voltage installations. Festival Hydro Inc. will provide planning details upon application for service.

Customer owned substations are a collection of transformers and switchgear located in a suitable room or enclosure owned and maintained by the Customer, and supplied at primary voltage: i.e. the Supply Voltage is greater than 750 volts.

All high voltage distribution services are three-phase, four-wire. The Customer is required to bring out a neutral conductor for connection to the system neutral. If not required for Customer's use, this neutral shall be terminated to the Customer's station ground system.

It is recommended that Customer transformers have voltage taps in their primary windings as shown in Table 4 appended to this document. Transformers other than listed in Table 4 may be suitable but shall not be connected without the specific written approval of Festival Hydro Inc.

Customer owned substations must be inspected by both the Electrical Safety Authority and Festival Hydro Inc. The owner will provide a pre-service inspection report to Festival Hydro Inc. A contractor acceptable to Festival Hydro Inc. will prepare the certified report to Festival Hydro Inc.

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

#### **3.4.2 Technical Information and Considerations**

The same information and considerations apply as for other General Service Customers. Refer to Subsection 3.3.3 and 3.3.4 for applicable requirements.

### 3.5 EMBEDDED GENERATION

For net metering using equipment of maximum cumulative output up to 500 kW refer to sub section 2.3.7.10.

The connection and operation of a Customer's embedded generator must not endanger workers or jeopardize public safety, or adversely affect or compromise equipment owned or operated by Festival Hydro Inc., or the security, reliability, efficiency and the quality of electrical supply to other Customers connected to Festival Hydro Inc.'s distribution system. If damage or increased operating costs result from a connection with a generator, Festival Hydro Inc. shall be reimbursed for these costs by the generator.

If an expansion of the distribution system is necessary to accommodate the connection of an embedded generator, the customer will be required to pay the projected value of the capital cost and projected ongoing maintenance costs for the equipment. Projected revenue and avoided costs from the generation facility shall be assumed to be zero, unless otherwise determined by rates approved by the Ontario Energy Board.

A customer with an embedded generator must supply and install metering in accordance with Festival Hydro Inc.'s requirements.

When an embedded generator is connected to Festival Hydro Inc.'s distribution system, the Customer shall provide an interface protection that minimizes the severity and extent of disturbances to Festival Hydro Inc.'s distribution system and the impact on other Customers. The interface protection shall be capable of automatically isolating the generator(s) from Festival Hydro Inc.'s distribution system for the following situations:

- Internal faults within the generator
- External faults in Festival Hydro Inc.'s distribution system.
- Certain abnormal system conditions, such as over/under voltage, over/under frequency.

The Customers shall disconnect the embedded Generator from Festival Hydro Inc.'s distribution system when:

- A. A remote trip or transfer trip is included in the interface protection, and
- B. The Customer effects changes in the normal feeder arrangements other than those agreed upon in the operating agreement between Festival Hydro Inc. and the Customer.

### 3.6 Embedded Market Participant

Under the "Market Rules for the Ontario Electricity Market", Chapter 2, section 1.2.1, "No persons shall participate in the IMO-administered markets or cause or permit electricity to be conveyed into, through or out of IMO-controlled grid

unless that person has been authorized by the IMO to do so”.

All Embedded Market Participants, within the service jurisdiction of Festival Hydro Inc., once approved by the IMO are required to inform Festival Hydro Inc. of their approved status in writing, 30 days prior to their participation in the Ontario Electricity market.

### **3.7 Embedded Distributor**

All embedded distributors within the service jurisdiction of Festival Hydro Inc. are required to inform Festival Hydro Inc. of their status in writing 30 days prior to the supply of energy from Festival Hydro Inc. The terms and conditions applicable to the connection of an embedded distributor shall be included in the Connection Agreement with Festival Hydro Inc.

### **3.8 Unmetered Connections**

#### **3.8.1 Street Lighting**

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

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

#### **3.8.2 Traffic signals and Pedestrian Cross-Walk Signals/Beacons**

Traffic Signals and Pedestrian Cross-Walk signals/beacons shall have a rate structure equal to General Service (<50 kW) Class Customers. Each Traffic Signal and Pedestrian X-Walk/Beacon location is reviewed individually and is connected to Festival Hydro Inc.’s low voltage distribution system. Electrical Safety Authority (ESA) “Authorization to Connect” is required prior to connecting the service. All new services for above will require a service layout which will determine the metering requirements.

The Ownership Demarcation point is as follows:

- & For Overhead – the top of the Customer’s service stack/mast.
- & For Undergrian – the line side of the fuse in the first handwell, tap box, junction box (as applicable) beyond Festival Hydro Inc.’splant.

Connection assets above and beyond the Standard allowance (e.g. one span of O/H service lines or U/G conduit and associated service cables) will be recovered through a Variable Connection Fee, based on actual costs.

Re-design and inspection services are at extra cost to the Customer. The Customer is responsible for maintaining and repairing its equipment and/or facilities.

### 3.8.3 **Bus Shelters, Telephone booths, Signs (< 50kW) and Miscellaneous Unmetered Loads (< 50kW)**

The above service types shall have a rate structure as General Service (< 50 kW) Class Customers and have the same terms and conditions as outlined in Section 3.8.2 above titled “Traffic Signals and Pedestrian cross-walk signal/beacons”.

### 3.8.4 **Decorative Lighting and Tree Lighting Services**

1. Decorative or Tree Lighting if connected to the municipal or the Province of Ontario Street Lighting system will be treated as a Street Lighting Class of service. Please refer to Section 3.8.1 titled “Street Lighting” for applicable Terms and Conditions and rate structure.
2. Decorative or Tree Lighting connected to Festival Hydro Inc.’s distribution System shall have a rate structure as General Service (<50 kW) Class Customers. Refer to the Schedule of Rates. For unmetered service installations, refer to Section 3.8.2 titled “Traffic signals and Pedestrian cross-walk Signals/Beacons” for applicable Terms and Conditions. Electrical Safety Authority (ESA) “Authorization to Connect” is required prior to connecting service. All new services for above will require a service layout which will determine the metering requirements.
3. **If the service is metered**, the following outlines the Ownership Demarcation point:
  - & For Overhead – the top of the Customer’s service stack/mast.
  - & For Underground – the line side of the Customer’s main disconnect switch.

Connection assets above and beyond the Standard allowance (e.g. one span of O/H service lines or U/G conduit and associated service cables) will be recovered through a Variable Connection Fee, based on actual costs.

Re-design and inspection services are at the expense of the Customer. The Customer is responsible for maintaining and repairing its equipment and/or facilities.

## SECTION 4 – GLOSSARY OF TERMS

### 4. Glossary of Terms

Sources for definitions:

|     |  |
|-----|--|
| A   | Electricity Act, 1998 Schedule A, Section 2, Definitions                 |
| MR  | Market Rules for the Ontario Electricity Market, Chapter 11, Definitions |
| TDL | Transitional Distribution License, Part I, Definitions                   |
| TTL | Transitional Transmission License, Part I, Definitions                   |
| DSC | Distribution System Code Definitions                                     |
| RSC | Retail Settlement Code Definitions                                       |

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

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

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

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

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

“application for service” means the agreement or contract with Festival Hydro Inc. under which electrical service is requested;

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

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

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

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

“competitive retailer” is a person who retails electricity to consumers who do not take Standard Supply Service (“SSS”).

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

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

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

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

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

“customer” means a person who uses, for the person’s own consumption, electricity that the person did not generate or an embedded generation facility; (DSC)

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

“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.”

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

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

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

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

“distribution services” means services related to the distribution of electricity and the services the Board has required distributors to carry out; (RSC, DSC)

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

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

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

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

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

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

“electric service” means the Customer’s conductors and equipment for energy from Festival Hydro Inc..

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

“embedded generation facility” means a generation facility which is not directly connected to the IMO-controlled grid but instead is connected to a distribution system; (DSC)

”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; (DSC)

“embedded wholesale Customer” means a Customer who is a wholesale market participant whose facility is not directly connected to the IMO-controlled grid but is connected to a distribution system; (DSC)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“good utility practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable 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; (MR, DSC)

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

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

“IEC” means International Electro technical Commission;

“IEEE” means Institute of Electrical and Electronics Engineers;

“IMO” means the Independent Electricity Market Operator established under the Electricity Act” (A, TDL, DSC)

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

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

“large embedded generation facility” means an embedded generation facility with a name-plate rated capacity of 10 MW or more; (DSC)

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

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

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

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

“main service” refers to Festival Hydro Inc.’s incoming cables, bus duct, disconnecting and protective equipment for a Building or from which all other metered sub-services are taken;

“Market Rules” means the rules made under Section 32 of the Electricity Act; (MR, TDL, DSC)

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

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

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

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

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

“micro-embedded load displacement generation facility” means an embedded generation facility with a name-plate rated capacity of 10 MW or less; (DSC)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“residential service” means a service which is less than 50kW supplied to single family dwelling units that is for domestic or household purposes, including seasonal occupancy. At Festival Hydro

Inc.'s discretion residential rates may be applied to apartment buildings with 6 or less units by simple application of the residential rate or by blocking the residential rate by the number of units;

“retail”, with respect to electricity means,

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

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

“retailer” means a person who retails electricity; (A, MR, TDL, DSC)

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

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

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

“service date” means the date that the Customer and Festival Hydro Inc. mutually agree upon to begin the supply of electricity by Festival Hydro Inc.;

“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: (DSC)

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

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

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

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

“terminal pole” refers to the Festival Hydro Inc.'s distribution pole on which the service supply cables are terminated.

“total losses” means the sum of distribution losses and unaccounted for energy; (DSC)

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

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

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

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

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

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

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

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

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

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

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

## Section 5 – Tables

**Table 1.1 Demarcation Points & Charges for Connection Assets and Disconnection**

| Rate / Customer Class  | Ownership Demarcation Point                    | Standard Allowance (Basic Connection)   | Basic Connection Fee (for Std. Allowance) | Variable Connection Fee  | Additional Services charged to Customer (as part of Var. Connections)  | Service Disconnection Fee (Initiated by customer request)    |
|--|--|---|---|--|--|--|
| <b>Class 1 Residential - Single Service</b>                                  |  |   |   |  |  |  |
| Overhead   | Top of Customer's Service Mast                 | Up to 30m O/H service lines from Distributor's "feed" pole or lines. Include connections at feed pole or lines at customer's service mast and equivalent credit (on average) for transformation equipment.  | Recovered through Distributor's rates     | Customer charged Actual costs for connection assets beyond standard allowance.   | Customers requesting an U/G service in O/H area will be required to pay 100% connection costs less the Standard Allowance for an O/H service.          | Recovered through Distributor's Tariffs or rates See Table 2 |
| Underground (Not requiring Transformation Facilities on customer's property) | Line side of customer's Meter base             | service cables from the closest connection point on the Distributor's system that lies along building (e.g., Closest pit, transformer vault, tap box, U/G conduit or pole.) Does not include street crossing. Includes connections on distributor's system & customer's meter base, initial design and electrical inspection and an equivalent credit (on average ) for transformation equipment. | Recovered through Distributor's rates     | Customer charged actual costs for connection assets beyond standard allowance, including street crossing . If customer's load requires transformation facilities on customer's property, refer to "General Service" Rate class category for Underground service with transformation. |  | Recovered through Distributor's Tariffs or rates See Table 2 |
| <b>Class 2 General Service &lt; 50 KW</b>                                    |  |   |   |  |  |  |
| Overhead - Single Service  | Top of Customer's Service Mast                 | Up to 30m O/H service lines from Distributor's "feed" pole or lines. Include connections at feed pole or lines at customer's service mast and equivalent credit (on average) for transformation equipment.  | Recovered through Distributor's rates     | Customer charged Actual costs for connection assets beyond standard allowance.   | Additional or redesign due to change in customer initial proposal; electrical inspections more than standard allowance.                                | Recovered through Distributor's Tariffs or rates See Table 2 |
| Underground - Single Service   | Line side of customer's Main disconnect switch | Includes connections on distributor's system initial design and an equivalent credit (on average ) for transformation equipment.  | Recovered through Distributor's rates     | Customer charged Actual costs for connection assets beyond standard allowance.   | Additional or redesign due to change in customer initial proposal; electrical inspections more than standard allowance and all civil work Inspections. | Recovered through Distributor's Tariffs or rates See Table 2 |

**Table 1.2 Demarcation Points & Charges for Connection Assets and Disconnection**

| Rate / Customer Class   | Ownership Demarcation Point  | Standard Allowance (Basic Connection)   | Basic Connection Fee (for Std. Allowance) | Variable Connection Fee   | Additional Services charged to Customer (as part of Var. Connections)  | Service Disconnection Fee (Initiated by customer request)  |
|---|--|---|---|---|--|--|
| Class 3A General Service 50KW - 999 KW  |  |   |   |   |  |  |
| Overhead - Single Building (Not requiring Transformation Facilities on private property)    | Top of Customer's Service Mast   | Up to 30m O/H service lines from Distributor's "feed" pole or lines. Include connections at feed pole or lines at customer's service mast and equivalent credit (on average) for transformation equipment.                                      | See Table 2                               | Customer charged Actual costs for connection assets beyond standard allowance.  | Additional or redesign due to change in customer initial proposal; electrical inspections more than standard allowance.  | Customer charged fixed average costs associated with disconnection and/or removal of connection assets up to the demarcation point. See Table 2  |
| Underground - Single Building (Not Requiring Transformation Facilities on Private property) | Closest point of connection on FHI system that lies along the building   | Includes connections on distributor's system. Services will be customer owned, constructed and maintained   | See Table 2                               | Customer charged Actual costs for connection assets beyond standard allowance including cable chambers and U/G conduits as applicable.  | Additional or redesign due to change in customer initial proposal; electrical inspections more than standard allowance and all civil work Inspections.   | Customer charged fixed average costs associated with disconnection and/or removal of connection assets up to the demarcation point. See Table 2  |
| Overhead - Single Building (Requiring Transformation Facilities on Private property)        | Line side of customer's Main disconnect switch (secondary U/G) OR top of Customer's service mast (secondary O/H) | Up to 30 m O/H primary lines from the Distributor's closest feed pole or lines. Includes connections on distribution system and at customer's main switch OR top of service mast; design based on initial proposal & one electrical inspection. | See Table 2                               | Customer charged Actual costs for connection assets beyond standard allowance including transformer(s), Tx. Connections, associated switching equipment, transformer pole, cable chambers and U/G conduits as applicable.                         | Additional or redesign due to change in customer initial proposal; electrical inspections more than standard allowance and all civil work Inspections and related feeder switching/scheduling. | Customer charged with actual costs associated with disconnection and/or removal of connection assets including cables, transformers and related vault equipment up to the demarcation point and related feeder switching and scheduling. |
| Underground - Single Building (Requiring Transformation Facilities on Private property).    | Secondary connectors on transformer  | Includes connections on distributor's system. Services will be customer owned, constructed and maintained   | See Table 2                               | Customer charged Actual costs for connection assets beyond standard allowance including transformer(s), Tx. Connections, associated switching equipment, transformer pole, cable chambers, cabling, road crossing and U/G conduits as applicable. | Additional or redesign due to change in customer initial proposal; electrical inspections more than standard allowance and all civil work Inspections and related feeder switching/scheduling. | Customer charged with actual costs associated with disconnection and/or removal of connection assets including cables, transformers and related vault equipment up to the demarcation point and related feeder switching and scheduling. |

**Table 1.3 Demarcation Points & Charges for Connection Assets and Disconnection**

| Rate / Customer Class   | Ownership Demarcation Point   | Standard Allowance (Basic Connection)   | Basic Connection Fee (for Std. Allowance) | Variable Connection Fee  | Additional Services charged to Customer (as part of Var. Connections)   | Service Disconnection Fee (Initiated by customer request)  |
|---|---|---|---|--|---|--|
| <b>Class 3B General Service 50KW - 999 KW</b>   |   |   |   |  |   |  |
| Underground (Multi units or Townhouse Complex with Transformation Facilities on private property and not involving newly constructed streets, (i.e. all on private property))           | First point of connection past transformers on private property as applicable i.e. a)Tx. Secondary Spade b) Meter base/center c) Cable Chamber d) Tap Box | Includes connections on distributor's system <b>Services will be customer owned, constructed and maintained</b>   | See Table 2                               | Customer charged Actual costs for connection assets beyond standard allowance including transformer(s), Tx. Connections, associated switching equipment, transformer pad, transformer vaults, cable chambers, connections in cable chamber(s), tap boxes excess U/G conduit & cabling. | Additional or redesign due to change in customer initial proposal; electrical inspections more than standard allowance and all civil work Inspections and related feeder switching/scheduling.  | Customer charged with actual costs associated with disconnection and/or removal of connection assets including cables, transformers and related vault equipment up to the demarcation point and related feeder switching and scheduling. See Table 2 |
| Underground (Multi units or Townhouse Complex with <b>NO</b> Transformation Facilities on private property and not involving newly constructed streets, (i.e. all on private property)) | First point of connection past transformers on private property as applicable i.e. a)Tap Box b) Meter base/center c) Cable Chamber                        | Includes connections on distributor's system <b>Services will be customer owned, constructed and maintained</b>   | See Table 2                               | Customer charged Actual costs for connection assets beyond standard allowance including cable chambers, connections in cable chamber(s) excess U/G conduit & cabling.  | Additional or redesign due to change in customer initial proposal; electrical inspections more than standard allowance and all civil work Inspections.  | Customer charged fixed average costs associated with disconnection and/or removal of connection assets up to the demarcation point. See Table 2  |
| Sub - Division (Developments with more than 5 lots)   | Line side of customer's meter base (U/G) Top of customer's service mast (O/H)   | Not Applicable  | See Table 2                               | Not Applicable   |   |  |
| <b>Class 4 General Service 1000KW and UP</b>  |   |   |   |  |   |  |
| Underground (Customer owned Substation)   | Switches at primary feeder pole or padmount sectionalizer.  | Connection from the closest termination point on the Distributor's system that lies along building (e.g., Closest pit, transformer vault, tap box, U/G conduit or pole.) Does not include street crossing. Includes connections on distributor's system | See Table 2                               | Customer charged Actual costs for connection assets beyond standard allowance including cable chambers, connections in cable chamber(s) excess U/G conduit & cabling and street crossing.  | Additional or redesign due to changes in customer initial proposal; electrical and switchgear inspections more than Std. Allowance; all civil work inspection and related feeder switching/scheduling; additional Hi-pot testing, protection & control relay, wiring and relay settings associated with pilot wiring protection Or other extra reliability systems. | Customer charged with actual costs associated with disconnection and/or removal of connection assets including related feeder switching and scheduling. See Table 2  |
| Overhead (Customer owned substation)  | Line side of Customer's Primary structure.  | Up to 30m O/H primary lines from Distributor's "feed" pole or lines. Include connections at feed pole or lines at customer's structure.   | See Table 2                               | Customer charged Actual costs for connection assets beyond standard allowance.E24  | Additional or redesign due to changes in customer initial proposal; electrical and switchgear inspections more than Std. Allowance related feeder switching/scheduling; protection & control relay, wiring and relay settings associated with pilot wiring protection Or other extra reliability systems.   | Customer charged with actual costs associated with disconnection and/or removal of connection assets including related feeder switching and scheduling. See Table 2  |

**Table 2.1 Basic Connection Fee and Disconnection Fee**

| Rate / Customer Class   | Ownership Demarcation Point                                       | Basic Connection Fee (for Standard Allowance)<br>Subject to annual review                                 | Service Disconnection Fee (Initiated by customer request)   | *Service Reconnection Fee (Initiated by customer request)  |
|---|---|---|---|--|
| Class 1 Residential - Single Service  |   |   |   |  |
| Overhead  | Top of Customer's Service Mast                                    | (No charge - Recovered through Distributor's rates)   | (No charge - Recovered through Distributor's rates)   | Contact Service & Inquiry for current reconnection fees approved by the O.E.B.   |
| Underground (Not requiring Transformation Facilities on customer's property)                | Line side of customer's Meter base                                | (No charge - Recovered through Distributor's rates)   | (No charge - Recovered through Distributor's rates)   | Contact Service & Inquiry for current reconnection fees approved by the O.E.B.   |
| Class 2 General Service < 50 KW   |   |   |   |  |
| Overhead - Single Service   | Top of Customer's Service Mast                                    | (No charge - Recovered through Distributor's rates)   | (No charge - Recovered through Distributor's rates)   | Contact Service & Inquiry for current reconnection fees approved by the O.E.B.   |
| Underground - Single Service  | Line side of customer's meter base.                               | (No charge - Recovered through Distributor's rates)   | (No charge - Recovered through Distributor's rates)   | Contact Service & Inquiry for current reconnection fees approved by the O.E.B.   |
| Class 3A General Service 50KW - 999 KW  |   |   |   |  |
| Overhead - Single Services (Not requiring Transformation Facilities on private property)    | Top of Customer's Service Mast                                    | No charge - upgrades will be installed underground. After hours connection will be assessed actual costs. | No - charge during regular working hours. After hours disconnection - actual costs will be assessed.  | No - charge once per calendar year during regular working hours. After hours reconnection - actual costs will be assessed. Contact Engineering at least 2 weeks in advance to make arrangements. |
| Underground - Single Building (Not Requiring Transformation Facilities on Private property) | Line side of customer's Main disconnect switch                    | Contact Engineering Department for Current Fees   | No - charge during regular working hours. After hours disconnection - actual costs will be assessed.  | No - charge once per calendar year during regular working hours. After hours reconnection - actual costs will be assessed. Contact Engineering at least 2 weeks in advance to make arrangements. |
| (Requiring Transformation Facilities on Private property)                                   | Line side of customer's Main disconnect switch or customer's bus. | Contact Engineering Department for Current Fees   | Customer charged with actual costs associated either disconnection and/or removal of connection assists including cables, transformers and related vault equipment up to the demarcation point and related feeder switching and scheduling. | No - charge once per calendar year during regular working hours. After hours reconnection - actual costs will be assessed. Contact Engineering at least 2 weeks in advance to make arrangements. |

\* Reconnection of existing services may be subject to Electrical Safety Authority Inspection Requirements

**Table 2.2 Basic Connection Fee and Disconnection Fee**

| Rate / Customer Class   | Ownership Demarcation Point   | Basic Connection Fee (for Standard Allowance)<br>Subject to annual review   | Service Disconnection Fee (Initiated by customer request)  | *Service Reconnection Fee (Initiated by customer request)  |
|---|---|---|--|--|
| Class 3B General Service 50KW - 999 KW  |   |   |  |  |
| Underground (Multi - units or Townhouse Complex with transformation facilities on private property but not involving newly constructed streets, i.e. All on private property    | First point of connection past transformers on private property as applicable i.e. a) Tx. Secondary Spade<br>b) Meter Base/Center<br>c) Tap Box | Developer responsible for installation costs necessary to service development. Actual costs will be invoiced to owner.        | No - charge during regular working hours. After hours disconnection - actual costs will be assessed. | Contact Service & Inquiry for current reconnection fees approved by the O.E.B.   |
| Underground (Multi - units or Townhouse Complex with NO transformation facilities on private property but not involving newly constructed streets, i.e. All on private property | First point of connection past transformers on private property as applicable i.e. a) Tx. Secondary Spade<br>b) Meter base/Center<br>c) Tap Box | Developer responsible for installation costs necessary to service development. Actual costs will be invoiced to owner.        | No - charge during regular working hours. After hours disconnection - actual costs will be assessed. | Contact Service & Inquiry for current reconnection fees approved by the O.E.B.   |
| Class 3C  |   |   |  |  |
| Residential Subdivisions (Development of 5 lots or more)  | Closest point to distribution system as designated by distributor, i.e. a) terminating pole<br>b) switch vault/pdmt. gear<br>c) transformer     | Developer responsible for installation costs necessary to service development. Actual costs will be invoiced to owner.        | No - charge during regular working hours. After hours disconnection - actual costs will be assessed. | Contact Service & Inquiry for current reconnection fees approved by the O.E.B.   |
| Class 4 - General Service 1000KW and UP   |   |   |  |  |
| Overhead supplied customer owned substation   | Top of customer's tower at dead-end insulators.   | Developer responsible for installation costs <b>necessary to service development. Actual costs will be invoiced to owner.</b> | No - charge during regular working hours. After hours disconnection - actual costs will be assessed. | No - charge once per calendar year during regular working hours. After hours reconnection - actual costs will be assessed. Contact Engineering at least 2 weeks in advance to make arrangements. |
| Underground supplied customer owned substation  | Terminators at pole or pdmt. Switchgear   | Developer responsible for installation costs necessary to service facility. Actual costs will be invoiced to owner.           | No - charge during regular working hours. After hours disconnection - actual costs will be assessed. | No - charge once per calendar year during regular working hours. After hours reconnection - actual costs will be assessed. Contact Engineering at least 2 weeks in advance to make arrangements. |

\* Reconnection of existing services may be subject to Electrical Safety Authority Inspection Requirements

**Table 3 – Customer Owned Transformers (Article 3.4.1)**

| Transformer Voltage       |               | Recommended Primary Tap Voltage |        |       |        |       |
|---------------------------|---------------|---------------------------------|--------|-------|--------|-------|
| Primary                   | Secondary     | +5%                             | +2 ½ % | 0     | -2 ½ % | -5%   |
| 27600<br>grd. Y/16000     | less than 750 | 28980                           | 28290  | 27600 | 26910  | 26220 |
| 13860<br>13860 grd.Y/8000 | less than 750 | 14553                           | 14206  | 13860 | 13513  | 13167 |
| 4160<br>grd.Y/2400        | less than 750 | 4368                            | 4264   | 4160  | 4056   | 3952  |
| 8000<br>grd.Y/4800        | less than 750 | 8400                            | 8200   | 8000  | 7800   | 7600  |

**Table 4 – Meter Sockets (Article 2.3.7.1.2)**

| <b>SELF-CONTAINED SOCKET METERING</b> |       |      |  |
|---------------------------------------|-------|------|--|
| Voltage                               | Phase | Wire | Maximum Service Switch Size Rating Amperes |
| 240/120                               | 1     | 3    | 200  |
| 208/120                               | 2     | 3    | 200  |
| 208/120                               | 3     | 4    | 200  |
| 600/347                               | 3     | 4    | 200  |
| 600 **                                | 3     | 3    | 200  |

\*\* Used only where grounded supply is not available.

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

**Table 5 – Meter Cabinets (Article 2.3.7.1.2)**

| <b>METER CABINETS</b> |       |      |                             |  |
|-----------------------|-------|------|-----------------------------|--|
| Voltage               | Phase | Wire | Main Switch Size in Amperes | Meter Cabinets (see description below) |
| 240/120               | 1     | 3    | Over 200                    | B                                      |
| 208/120<br>600/347    | 3     | 4    | Over 200                    | A                                      |
|                       |       |      | Over 400                    | B                                      |
| 600*                  | 3     | 3    | Over 200                    | A                                      |
|                       |       |      | Over 400                    | B                                      |

- Use only where grounded supply not available.

**Meter Cabinet Descriptions**

A – 914mmx 914mmx 305mm (36” x 36” x 12”) complete with removable 32 x 32 backplate.

B – 762mmx 762mmx 254mm (30” x 30” x 10”) connected to switchgear instrument transformer compartment.

- NOTES:
1. Meter cabinets shall be fabricated of minimum #16 gauge steel.
  2. Cabinets shall have side-hinged doors opening at the center and be equipped with three-point latching and provision for padlocking.
  3. The maximum distance from the floor to the top of the cabinet shall be 2000mm

**Table 6 – Instrument Transformers and Enclosures (Article 2.3.7.2)**

| <b>INSTRUMENT TRANSFORMERS AND CHAMBERS</b> |  |      |                        |                  |                                   |         |
|---|--|------|------------------------|------------------|-----------------------------------|---------|
| Voltage                                     | Phase  | Wire | Service Size (amperes) | Compartment Size | Number of Instrument Transformers |         |
|   |  |      |                        |                  | Current                           | Voltage |
| 120/240                                     | 1  | 3    | Up to 400              | A                | 1 or 2                            | 0       |
| 120/208                                     | 3  | 4    | Up to 800              | B                | 3                                 | 0       |
| 208/480                                     |  |      | Over 800               | D                | 3                                 | 3       |
| 600/347                                     |  |      |                        |                  |                                   |         |
| 600   | 3  | 3    | Up to 800              | A                | 2                                 | 2       |
|   |  |      | Over 800               | C                | 2                                 |         |
| Over 600                                    | Details provided after consultation with Festival Hydro Inc. |      |                        |                  |                                   |         |

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

All of the following to be CSA approved “Service Entrance Switchgear” complete with facilities for Utility C.T.’s and P.T.’s

- A - 762mm x 762mm x 305 mm (30”x30”x12”)**
- B - 762mmx 762mm x 381 mm (30”x30”x15”)**
- C - 762mm x 914mm x 457mm (30”x36”x18”)**
- D - 914mm x 914mm x 457mm (36”x36”x18”)**
- Or 762mm x 1067mm x 457mm (30”x42”x18”)**

- Notes: 1. Instrument transformers will be provided by Festival Hydro Inc. and shall be installed in the switchgear by the manufacturer. The manufacturer shall not disassemble and/or change in any manner the Festival Hydro Inc. equipment sent to the manufacturer.
2. Voltage transformer connections shall be connected on the line side of the current transformers. Current transformers shall be installed with their polarity marks towards the incoming Festival Hydro Inc. supply.

**Table 7 – Manufactured Meter Centres (Article 2.3.7.1.2)**

- a) Meter centers may be used for 750 V applications or less, as far as they meet the following specifications.
- b) Required for more than four sub-services
  - 1. Side-hinged doors or panels shall be installed over all sections of the switchboard where Festival Hydro Inc. may be required to work, such as unmetered sections and those sections containing breakers, switches and meter mounting devices. Hinged doors or panels shall have provision for sealing in the closed position. Where bolts are used, they shall be of the captive knurled type. The hinged covers over breakers or switches shall be so constructed that the covers cannot be opened when sealed or padlocked,
  - 2. Breakers or switch handles shall have provision for positive sealing and padlocking in the “off” position.
  - 3. Meter mounting devices shall be wired so as to be on the “load” side of the breakers or switches.
  - 4. Each combination meter socket and breaker panel shall have adequate space for permanent Customer identification with respect to street address and/or unit number.
  - 5. The centre of the bottom row of meter sockets shall be not less than 600mm (24”) from the finished floor. The centre of the top row of meter sockets shall be not more than 1800mm (72”) from the finished floor.
  - 6. The meter mounting socket and sealing ring shall be acceptable to Festival Hydro Inc.
  - 7. Where a neutral is required, the meter-mounting device shall have a pre-wired ungrounded neutral connection to the 5<sup>th</sup> or 7<sup>th</sup> terminal. The connection, if not made directly to the neutral bus, shall be not less than #12 AWG copper or equivalent.