

# **CONDITIONS OF SERVICE**

EFFECTIVE MAY 1, 2003

FILED WITH THE OEB

# **Preface**

The Distribution System Code (DSC) is a code of conduct for Electricity Distributors licensed by the Ontario Energy Board to operate within defined areas of the province. Veridian Connections Inc. (Veridian) is such a Distributor. The DSC requires that Veridian produce its own "Conditions of Service" document (COS). The purpose of this document is to provide a means of communicating the types and level of service available to the Customers within Veridian's service territory. The Distribution System Code requires that the Conditions of Service be readily available for review by the general public. In addition, the most recent version of the document must be provided to the Ontario Energy Board (OEB) who in turn will retain it on file for the purpose of activating dispute resolutions in the event that a dispute cannot be resolved locally.

This DSC provides a template which outlines the minimum requirements for the content of these Conditions of Service. However, Veridian has expanded on the content to encompass local constraints and other specific requirements, as encouraged by the OEB. The form and layout of the Conditions of Service document are as required by the OEB.

The **General** section contains references to services and requirements, which span across all Customer classes. This section covers such items as Rates, Billing, Hours of Work, Emergency Response, Power Quality, Available Voltage, etc.

The **Customer Specific** section contains references to services and requirements, which are specific to individual Customer classes. This section covers such items as Metering, Service Entrance Requirements, Delineation of Ownership, Special Contracts, etc.

The **Appendices** may include tables of data, rates, examples of contracts and agreements, etc., which are referred to in the body of the document, along with any other documentation which may not readily fall into the specific sections. Some of the Appendices will include references to or copies of documents which have their own OEB approvals (such as rates); therefore these documents may have effective dates or approval dates which are more recent than the date shown for the COS.

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#### 1.0 INTRODUCTION

### 1.1 IDENTIFICATION OF VERIDIAN AND TERRITORY

Veridian Connections Inc., referred to herein as "Veridian," is a Corporation incorporated under the laws of the Province of Ontario and a distributor of electricity.

Veridian is licensed by the Ontario Energy Board ("OEB") to supply electricity to Customers as described in the Transitional Distribution License issued to Veridian on April 1, 1999, by the OEB ("Distribution License").

Additionally, there are requirements imposed on Veridian by the various Codes referred to in the License and by the Electricity Act, 1998 and the Ontario Energy Board Act, 1998.

Veridian may only operate distribution facilities within its Licensed Territory as defined in its Distribution License. This service area is subject to change with the OEB's approval, and is defined in S. 1.1.1 below.

Nothing contained in these Conditions Of Service or in any contract for the supply of electricity by Veridian shall prejudice or affect any rights, privileges, or powers vested in Veridian by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any regulations there under.

#### 1.1.1 VERIDIAN'S DISTRIBUTION SYSTEMS

Veridian operates the following Distribution Systems within Service Areas generally defined as noted below. Note that due to development activity, additions to the Service Area are made from time to time, and the descriptions below may at any time not be complete. Customers are encouraged to contact Veridian to confirm Service responsibility, or to enquire about Service in areas not specifically listed.

#### Ajax and Pickering

The entire municipalities of the Town of Ajax and the City of Pickering, using 44kV, 27.6kV, and 13.8kV distribution voltages. These voltages are not ubiquitous, and the 13.8kV and 27.6kV are usually mutually exclusive.

### Clarington

Within the former municipal limits of Bowmanville, Newcastle, and Orono, using 44kV, 13.8kV, 8.32kV, and 4.16kV distribution voltages.

#### Uxbridge

Within the limits of the Town of Uxbridge, using 44kV and 4.16kV distribution voltages.

#### **Brock**

Within the limits of the municipalities of Beaverton, Cannington, and Sunderland, using 44kV, 4.16kV and 8.32kV distribution voltages.

#### Port Hope

Within the limits of the former Town of Port Hope, using 44kV, 27.6kV, and 4.16kV distribution voltages.

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# Belleville

Within the former limits of the City of Belleville, using voltages of 44kV, 13.8kV, and 4.16kV.

#### 1.2 RELATED CODES AND GOVERNING LAWS

The supply of electricity or related services by Veridian to any Customer shall be subject to various laws, regulations, and codes, including but not limited to the provisions of the latest editions of the following documents:

- 1. Electricity Act, 1998
- 2. Ontario Energy Board Act, 1998
- 3. Distribution License
- 4. Affiliate Relationships Code
- 5. Transmission System Code
- 6. Distribution System Code
- 7. Retail Settlement Code
- 8. Standard Service Supply Code

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. Note specifically that the requirements of the Ontario Electrical Safety Authority (ESA) govern all electrical work on private property and certain elements of work on the public roadway and utility lines. This Conditions of Service document may not be up to date at any given time with the requirements of the ESA. In all cases, the ESA requirements will be the minimum standard permissible.

Without limiting the foregoing, the work shall be conducted in accordance with the requirements of the latest edition of the Ontario Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, the harmonized rule book of the Electric & Utilities Safety Association (EUSA) rulebook, and applicable traffic safety and control requirements.

### 1.3 INTERPRETATIONS

Definitions of words or terms used throughout this document are intended to be consistent with the definitions used by the OEB in the DSC. In general, defined words are capitalized, for convenience only.

Unless the context otherwise requires, headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of the Conditions. Words referring to the singular include the plural and vice versa, and words referring to a gender include any gender.

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#### 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 Veridian and any connected Customer, Retailer, or Generator. This Conditions of Service supersedes all previous conditions of service, oral and written, of Veridian or any of its predecessor municipal electric utilities as of its effective date.

Any material change that represents a significant alteration to the Veridian - Customer relationship (as judged by Veridian) shall be advertised either through the mail, press, or Veridian web site. Customers may be notified of changes to this document in their billing notices.

A current copy of this document is filed with the OEB as is required by the Distribution System Code (DSC).

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

### 1.5 CONTACT INFORMATION

Address: 55 Taunton Road East

Ajax, Ontario L1T 3V3

Telephone No.: 905-427-9870, 1-888-445-2881

• Fax No.: 905-619-0210

• Email: service@veridian.on.ca

• Normal Business Hours: Monday to Friday, 8:30 a.m. to 4:30 p.m.

Emergency Contact Number for:

Life Support Power Failure
Personal Injury or Damage to Equipment
Any Power Problems
Disconnection/Reconnection

1-888-445-2881

#### 1.6 CUSTOMER RIGHTS

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

- 1. Of Veridian in providing distribution services to the Customer;
- 2. Of the Customer in being connected to Veridian's distribution system; or
- 3. Of Veridian or the Customer in meeting their respective obligations under this Conditions of Service, their licenses and any other applicable law.

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Notwithstanding the above, neither Veridian 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 said liability, loss or damages arise in contract, tort or otherwise.

The Customer, or Embedded Generator shall indemnify and hold harmless Veridian, 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 the behalf of the Customer or the Embedded Generator.

#### 1.7 VERIDIAN RIGHTS

In order to allow Veridian to practically and orderly manage its role as the licensed distributor, and in order to be fair and equitable to all customers, Veridian has the right to, and will, enforce the provisions of these Conditions of Service, as permitted by this document and Veridian's license. Some general conditions which customers must follow are noted below.

### 1.7.1 GENERAL CUSTOMER RESPONSIBILITIES

Customers will allow Veridian employees and agents free access at all reasonable hours to Veridian's meters, wires and other equipment. Where safety or reliability of the electrical distribution system is at risk, free access will be required at all times.

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

Customers will be required to pay the cost of repair or replacement of Veridian's equipment which has been damaged through the Customer's action, neglect, or any other reason.

The Customer will provide and maintain any or all civil works on private property and other facilities to accommodate Veridian service equipment, as outlined further in the Service Sections of this manual.

The Customer is required to provide Veridian 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.

#### 1.7.2 **New Services**

Early contact with Veridian is paramount to ensure that service as required can be made available, at the time required.

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Customers must provide the following information to Veridian well in advance of commencing any construction:

- grading and site plans to scale
- detailed service single line drawings
- details of proposed electrical loads and intended usage
- details of any substation proposed
- type of service desired, and any special needs
- size and type of building(s) proposed
- required energization date

Where Veridian must order and/or install equipment specific to one (1) Customer, the Customer may be required to pay all or part of a fixed cost of Veridian's supply requirements.

When service is not available when required, as a result of insufficient time for Veridian to design, procure, and install necessary equipment, Veridian may, at the Customer's request and expense, provide temporary facilities where feasible, until such time as the necessary equipment is in place.

#### 1.7.3 EXISTING SERVICES

No changes, modifications, or alterations of any kind may be made to any part of a service entrance on the supply side of the metering point without Veridian's express consent, approval, and inspection.

When such alterations are undertaken, current day standards and regulations will apply.

No change in the size or rating of the Customer's main service device shall be made without Veridian's express consent, approval and inspection.

The Customer must advise Veridian of any appreciable increase or decrease in electrical load or equipment with reasonable advance notice. Failure to do so may result in the Customer being held responsible for any damage to Veridian's equipment caused by such change in load.

#### 1.7.4 SAFETY AND RELIABILITY OF EQUIPMENT

The Customer will comply with all aspects of the Ontario Electrical Safety Code with respect to ensuring that equipment is installed, 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, Veridian may disconnect the supply of power to the Customer.

The Customer shall take note that for certain high voltage connections as noted later herein, Veridian's requirements may exceed and be in addition to the requirements of the OESC, up to the operational demarcation point. These requirements will be clearly spelled out by Veridian during the consultation phase and as a condition of approval of the Customer's design(s).

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

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Veridian will report to the ESA any unattended or uncorrected electrical deficiencies or substandard clearances involving private customer owned equipment which may come to its attention through the normal course of Veridian's business. Where in the opinion of Veridian the deficiency or substandard clearance is of a nature to constitute an immediate threat to Veridian's equipment or system, or to public safety, Veridian reserves the right to disconnect the service or otherwise remove the threat without prior notice.

Veridian will request the immediate cessation of, or alteration of procedures for, report to the Ministry of Labour any work practice or work procedure which in it's sole opinion violates the limits of approach to Veridian's equipment and/or constitutes a threat to Veridian's equipment or system. Failing a satisfactory response from the constructor involved, or in the event the perceived violation is of a material nature, Veridian will report the incident to the Ministry of Labour out of due regard for worker safety, public safety, and Veridian's system security.

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

#### 1.7.5 OPERATING CONTROL

The Customer will provide a convenient and safe place, satisfactory to Veridian, for installing, maintaining and operating its equipment in, on, or about the Customer's premises. Veridian 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 Veridian has no control.

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

Customers will be required to pay the cost of repairs or replacement of Veridian's equipment, on public or private lands, that has been damaged or lost by the direct or indirect act or omission of the Customer or its agents.

The operational demarcation point for different customer classes and connection types is generally defined in 5.1, Table 1. Veridian may in its sole right define the Operational Demarcation Point for unique connections at the time the connection is made and will endeavour to identify that point by suitable signage on the equipment itself.

#### 1.7.6 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 Veridian's distribution system. If the Customer does not take such action within a reasonable time, Veridian may disconnect the supply of power to the Customer. Veridian's policies and procedures with respect to the disconnection process are further described in these Conditions.

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#### 1.7.7 REPAIRS OF CUSTOMER'S PHYSICAL STRUCTURES

Depending on the ownership demarcation point, construction and maintenance of all civil works on private property owned by the Customer, including such items as transformer vaults, transformer rooms, transformer pads, cable chambers, cable pull rooms and underground conduit, will be the responsibility of the Customer. All civil work on private property must be inspected and accepted by Veridian and the Electrical Safety Authority. The Customer is responsible for the maintenance and safe keeping conditions satisfactory to Veridian of its structural and mechanical facilities located on private property.

#### 1.7.8 AUTOMATIC RECLOSING EQUIPMENT

In order to safeguard and protect the Distribution System, Veridian installs facilities for automatic reclosing of circuit breakers, and from time to time may change the reclosing time of any such reclosing facilities. The Customer shall be responsible for providing, at their expense:

- (a) adequate protective equipment for any electrical apparatus which might be adversely affected by Reclosing Facilities; and
- (b) such equipment as may be required for the proper reconnection of any apparatus or equipment of the Customer, without adversely affecting the proper functioning of the Reclosing Facilities.

#### 1.8 DISPUTES

#### 1.8.1 GENERAL

Customers who have a complaint about the services Veridian provides, whether general or as described in this document, are encouraged first to call the employee or person at Veridian who provided the service, if such is the case. In a general complaint, customers should call the Veridian Customer Care Centre toll free at 1-888-420-0070. If the Customer Care Representative cannot resolve the dispute, an internal process will be launched to escalate the complaint to an appropriate level within Veridian.

Customers will be provided full courtesy and opportunity to discuss their complaint with a person in Veridian who has suitable authority. Veridian's intent is that all complaints be resolved to the customer's understanding. In the event that Veridian cannot resolve the issue, the complaint may be made in writing (letter or email).

Written complaints will be considered formal and will be recorded and acted on in accordance with the provisions of Veridian's license, Section 23. For the purpose of formal complaint record keeping, a complaint must:

- Relate to service provided by Veridian Connections, and;
- Be received in writing, either by e-mail or hard copy, and;
- Contain an expression of dissatisfaction, or a formal allegation against a party.

Eligible complainants include all consumers and market participants that rely on the services of Veridian Connections. These include, but are not limited to electricity consumers, land developers, electricity retailers, embedded generators, and embedded distributors.

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#### 1.8.2 COMPLAINT RESOLUTION

Veridian has a responsibility to respond to customer complaints, either verbal or written, in a professional and ethical manner. The escalation of unresolved complaints will normally be as follows:

- Front line staff
- Field Supervisor/Supervisor
- Manager
- Executive Vice President
- President and CEO
- Ontario Energy Board\*

\*Complaints which cannot be resolved by Veridian can be escalated to a third party complaints resolution agency which has been approved by the Board. Until such time as the Board approves an independent third party agency, the Board will assume this role. Information on how to access the Board is publicly available through normal telephone assistance, internet, and provincial government agencies or representatives, and is available from Veridian.

#### 1.8.3 RETAIL METER DISPUTES

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Customer and Veridian without resorting to a meter dispute test. Where a dispute remains unresolved, Measurement Canada has jurisdiction between Veridian and a customer, where the condition or registration of a meter or metering installation is in question. Either Veridian or the Customer may request the service of Measurement Canada to resolve a dispute. If the Customer initiates the dispute, Veridian will charge the Customer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favor of the utility.

#### 1.8.4 COMPLAINT RECORD KEEPING

Under the Board's Reporting and Recording Keeping Requirements for electricity distributors, Veridian must maintain records of all written complaints and related responses for a period of two years. These records must include the following:

- The name and address of the customer;
- A description of the nature of the complaint including a copy of the written complaint;
- · A description of the remedial action taken; and
- A copy of any correspondence received and/or sent with respect to each specific complaint.

# 2.0 DISTRIBUTION ACTIVITIES (GENERAL)

### 2.1 CONNECTIONS

Veridian has the obligation to either connect or to make an Offer to Service for any Customers that lie in its service areas.

The Customer or a representative shall consult with Veridian 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. Veridian will confirm, in writing, the characteristics of the electric supply.

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The Customer or a representative shall apply for new or upgraded electric services and temporary power services in writing. Requests may be by letter, Fax, or Email. Veridian shall make every reasonable effort to respond promptly to a Customer's written request for connection: within fifteen (15) calendar days of receipt of the written request, and followed by an Offer to Service where required within sixty (60) calendar days of receipt of the written request, unless other necessary information is required from the Customer before the offer can be made.

Veridian shall make every reasonable effort to respond promptly to a generator's request for connection. In any event Veridian 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 Service 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.

Veridian shall make every reasonable effort to respond promptly to another distributor's request for connection. Veridian 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 Service to connect the distributor to Veridian'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.

Veridian, in its discretion, may require a Customer, generator, or distributor to enter into a Connection Agreement with Veridian including terms and conditions in addition to those expressed in this Conditions, and as provided for in the DSC.

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

#### 2.1.1 BUILDING THAT LIES ALONG

For the purpose of this document "lies along" means a Customer property or parcel of land that is directly adjacent to or abuts onto a public road allowance where Veridian has distribution facilities of the appropriate voltage and capacity.

Veridian will connect a building or facility that "lies along" its distribution line, provided:

the building can be connected to Veridian's distribution system without an Expansion or Enhancement to Veridian's distribution system; and,

- a) the service installation meets the conditions listed herein and as may be otherwise or additionally identified by Veridian; and,
- b) the Customer's service entrance equipment is in a location as identified and approved by Veridian, and:
- c) the Customer has obtained the approval of the ESA.

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#### 2.1.1.1 Overhead Service

Most of Veridian's service areas require all new services or service upgrades to be underground. This is typically a requirement of the municipality involved, and a reflection of the nature of the local community area. When permitted, new overhead services have the following general requirements.

Refer to Appendices, Table 1, for information about standard allowances, fees, and charges.

Veridian will install up to 30 metres of secondary overhead conductor from the designated supply point to the delivery point. For distances in excess of 30 metres the Customer will be required to construct a private pole line.

## 2.1.1.2 Underground Service

Underground service is generally the mandatory norm. There are areas in Veridian's service territory where the distribution system is all underground, and overhead is not possible.

#### 2.1.2 EXPANSIONS

Veridian is required to make an "Offer to Service" to any Customer that is in Veridian's service territory. When Veridian is required to add new Facilities and Equipment, alter existing Veridian Facilities and Equipment, or increase the capacity of the Distribution System to connect a new Customer (an "Expansion"), Veridian will perform an economic evaluation to determine the Customer's share, if any, of the equipment, labour, material and on-going maintenance costs of the Expansion (the "Expansion Costs"). If the present value of the future revenue is not sufficient to recover the Expansion Costs, the Customer will be required to pay a capital contribution. The capital contribution shall not exceed the Customer's share of the difference between the present value of the Expansion Costs and the present value of the projected revenue. Note that for embedded generators, there is no revenue attached to the project's production or outflow, and all costs become the Customer's costs.

Veridian performs the economic evaluation using a Discounted Cash Flow Model.

#### 2.1.2.1 Offer to Service

At a minimum, the "Offer to Service" will contain:

- a) a description of work required to build the Expansion to connect the Customer if a capital contribution is required from the Customer;
- b) a firm price for the cost of Expansion that would be revised in the event the nature or scope of the expansion changes;
- c) a statement of the capital contribution to be charged to the Customer to construct the Expansion:
- d) a description and statement of the connection charges that would apply:
- e) identification of work for which the Customer may seek alternative bids;
- f) terms and conditions for payments and deposits required; and
- g) any additional information pertinent to the offer.

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#### 2.1.2.2 Alternative Bids

Customers may seek alternative bids for the Expansion facilities from Qualified Contractors if the offer meets the following conditions:

- a) the project requires a capital contribution from the Customer; and
- b) the construction work will not involve work on existing circuits.

The use of an alternative bid contractor does not in any way alter the Offer to Service, nor the amount the customer is required to contribute to the Expansion, except for the following:

- a) The Customer will supply Veridian with the full details of the alternative bid, broken down into categories as identified by Veridian and in order to meet OEB regulatory accounting requirements;
- b) Veridian will use the alternative, lower cost, bid price from the contractor in lieu of Veridian's firm price for that work as per the offer, in order to recalculate the economic evaluation, and the customer's capital contribution.

At the request of the Customer, Veridian will provide a list of Qualified Contractors who can perform the work eligible for an alternative bid, and will ensure the customer and contractor have the detailed scope of work as prepared by Veridian for their bidding purposes.

The Customer shall be responsible for:

- a) selecting, hiring, and paying the Qualified Contractor for the costs of the work eligible for the alternative bid;
- b) assuming full responsibility for the construction of that aspect of the Expansion project;
- c) administering the contract or paying Veridian to perform this service;
- d) making all arrangements with joint use utilities for the orderly installation of Veridian's equipment with their equipment installation;
- e) constructing the System Expansion (line extension) in full adherence to Veridian's designs, standards, and work practices;
- f) paying Veridian for it's costs to inspect and monitor the work of the contractor;
- g) paying costs for any additional design and engineering; and
- h) paying all applicable Electrical Safety Authority inspection fees.

Veridian shall be responsible for:

- a) providing the design specifications for the construction;
- b) obtaining all municipal and regulatory approvals for the proposed work and equipment locations;
- c) obtaining design coordination and acknowledgement of Veridian's plans from all joint use parties;
- d) inspecting and authorizing the contractor's work for connection.

It is understood that at all times the work being performed by the contractor constitutes a supply and installation of Veridian's equipment, not the customer's equipment, and that as the equipment and facilities are installed by the contractor and connected by Veridian, Veridian accepts full and exclusive ownership and operating care, save and except for any workmanship quarantees the customer must provide Veridian.

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#### 2.1.2.3 Rebates for Capital Contribution Customers

In the event that a Customer is added to an Expansion that was constructed and paid for by another Customer, within the connection horizon used in the related economic evaluation, Veridian will use the economic evaluation to recalculate the capital contribution of both the original and the new Customers, based on the forecasted load and revenue of the new Customer.

The additional Customers will contribute their fair share of the original Expansion costs prior to the connection for the shared portion of the line, and the original contributor will be entitled to a rebate without interest based on the apportioned benefit for the remaining period. The apportioned benefit shall be determined by considering such factors as the relative load level and the relative line length (in proportion to the line length being shared by both parties). No rebates will occur after the connection horizon has expired.

Veridian will make its best efforts, through its normal and reasonable business practices, to monitor and be aware of all situations on its system that may fall under this provision, however, Veridian will not be liable in any way for any such cost sharing/rebate situation which a customer may discover after the connection horizon has expired.

### 2.1.2.4 Overview of Expansion Servicing Procedure

The following is an overview of the general process to be followed for Expansions.

# a) Request for Service

Customer submits a written request for electrical service(s) to their property.

Veridian provides a general overview of requirements (technical and procedural), and budgetary costs based on general "per unit" costing data from recent or similar work.

Customer confirms requirement for service. Confirmation will include suitable municipal applications/approvals/permits in place or active, surveyed site plan drawings in place (preferably registered), civil servicing drawings (water, sewer, roadways, etc.) available and with municipal approval or approval applied for.

Customer provides information as to proposed build-out schedule, numbers of units or residential units, sq. m. of ICI, special power requirements, etc.

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# b) Offer to Service

Veridian prepares a complete design of the required electrical system, determines scope of all work required, including modifications and termination work on existing operating plant, and new plant to be constructed.

Veridian Prepares Detailed Electrical Drawings		Customer retains qualified Professional Engineer to prepare Detailed Electrical Drawings
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Veridian discusses build-out schedule and proposed new electrical loads with Customer – an agreed build out schedule is established.

Veridian conducts a Discounted Cash Flow model calculation, and determines required Customer Contribution (Capital Cost Recovery Amount – CCRA).

Veridian submits a complete *Offer to Service* to the Customer, containing scope of work required, engineering costs, and the total firm price from Veridian to:

make all terminations and alterations to existing plant (non-competitive), and;

supply and install a complete functioning delivery system in/on the customer lands (subject to alternative bids).

# c) Agreement

Customer acknowledges Offer to Service and:		
Accepts Veridian's firm price quotation.	or	Rejects Veridian's firm price quotation.
		Customer obtains alternative bid for the work in b) above based on scope of work.
Veridian and Customer agree on final servicing arrangement.		

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# d) Servicing (Installation)\*See Option below\*

Customer pays CCRA amount.	or	Customer posts a security for the CCRA to ensure installer is paid and mitigate against potential installer lien against Veridian.
Veridian installs the plant.		Customer has installation done.
		Installation ("b") is complete and accepted by Veridian.
		Veridian makes terminations/alterations as required.
		Veridian pays Customer the difference between Installation cost ("b") and CCRA.
Consumer/Veridian Agreement is satisfied.		

# e) Servicing (Installation) \*Option\*

In the event installation is a prolonged activity, the Customer may elect the following option to improve their cash flow.			
Customer posts security for CCRA amount.	or	Customer posts a security for the CCRA to ensure installer is paid and mitigate against potential installer lien against Veridian.	
Veridian installs the plant.		Customer has installation done.	
		Customer bills Veridian for its share of the Installation cost as the work is done, up to the difference between the total Installation Cost ("b") and the CCRA.	
Veridian progress bills Customer for share of Installation as work is done up to the amount of the CCRA.		Installation ("b") is complete and accepted by Veridian.	
		Veridian makes terminations/alterations as required.	
Consumer/Veridian Agreement is satisfied.			

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#### 2.1.3 CONNECTION DENIAL

Veridian may deny Connection to any Customer for any of the following reasons:

- a) refusal by the Customer to sign any agreements required to be executed by the Customer under these Conditions of Service;
- the Connection will represent a contravention of the laws of Canada or the Province of Ontario;
- c) the Connection will cause Veridian to be in violation of the conditions in Veridian's Distribution License:
- d) the Connection will have an adverse effect on the reliability or the safety of the Distribution system;
- e) the Connection will cause a material decrease in the efficiency of the Distribution System:
- the Connection will have a material adverse effect on the quality of the Distribution service received by an existing Customer. Such affect on quality could be among other things, voltage flicker, harmonics or power outages;
- g) the Connection will result in the discriminatory access to Distribution Services by other Customers;
- h) the person requesting the Connection is currently in arrears for Distribution Services, electricity supplied, or other services provided by Veridian;
- i) the Connection is not in compliance with these Conditions of Service;
- j) the Connection does not meet Veridian's design requirements;
- the Connection will impose an unsafe situation to workers or the public beyond the normal risks inherent in the operation of the Distribution System;
- I) the Connection will result in the inability of Veridian to perform planned inspections or maintenance:
- m) by order of the Electrical Safety Authority;
- n) the Customer does not have the requisite approval(s) of the Electrical Safety Authority for the Connection;
- o) the premises being connected are the subject of a stop work order under the Building Code Act ("Ontario"); or
- p) the Customer is within another Distributor's service area and Veridian does not wish to provide service.

Veridian shall notify the Customer of the Connection denial with reasons in writing. Remedies will be suggested to the Customer where Veridian is able. If it is not possible for Veridian to resolve the issue, it is the responsibility of the Customer to do so before a Connection will be made.

#### 2.1.4 INSPECTIONS BEFORE CONNECTIONS

All wiring installations and electrical systems on the Customer's premises and within buildings are subject to electrical inspection by the Electrical Safety Authority.

Veridian may not connect electrical service to any building or premises until the applicable installation and wiring has been inspected and passed by the Electrical Safety Authority.

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#### 2.1.5 RELOCATION OF PLANT

Customers may from time to time request that electrical plant such as poles or padmounted equipment be relocated to suit their plans. Veridian will attempt to accommodate all such requests, where feasible, but any relocation or associated work would be done at the Customer's expense.

Charges may be on a fixed price, flat rate or actual cost basis at Veridian's discretion.

#### 2.1.6 EASEMENTS

Where private property belonging to a third party lies between Veridian's lines and the Customer's delivery point, or part or parts of an Expansion must be located on private lands, the Customer must obtain a registered easement from the third party(s), satisfactory to Veridian, for the installation and maintenance of whatever plant is necessary to supply the service. A registered copy of this easement must be deposited with Veridian before the service or expansion can be connected.

Note that some situations like this exist and have existed well before the coming into force of these Conditions of Service, for which no registered easement was established. These are considered Unregistered Easements. The Electricity Act provides that all property that is subject to unregistered rights prior to April 1,1999 will continue to be subject to the right until the right expires or until it is released by the holder of the right.

#### 2.1.7 CONTRACTS

A signed contract as per the sample in Appendices, 5.5, is required for:

- a) all tenants
- b) all commercial and industrial Customers

prior to energization of the electrical service to the Customer's premises.

Those Customers who are not required to sign a contract, will however, in accepting electrical service from Veridian, be bound by these Conditions of Supply. The use of service will be construed by Veridian as a Customer's willingness and intention to pay.

Veridian requires embedded generators, embedded distributors, and load customers with a demand in excess of 1000kW to sign a Connection Agreement. Consult with Veridian for specifics. However, some connections may have certain physical and technical issues that may require additional or altered terms and conditions and in these instances Veridian will tailor a Connection Agreement to suit.

#### 2.2 DISCONNECTION

Veridian reserves the right to disconnect the supply of electrical energy for causes including, but not limited to, the situations listed below. Note that in many circumstances, reconnection may require the approval of the Electrical Safety Authority (ESA).

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Veridian will not exercise its rights to disconnect unreasonably, and will not and cannot disconnect a service when and where prevented from doing so by an Act or Regulation of Canada or the Province of Ontario.

In certain instances, Veridian may elect to limit the amount of electricity a customer is able to consume, rather than disconnect the service.

- Overdue amounts payable to Veridian for the distribution or retail of electricity, including requests for deposits.
- 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 materially adverse effect on the quality of distribution services received by another existing Customer, including among others, electrical disturbance caused by Customer equipment.
- Discriminatory access to distribution services.
- Inability of Veridian to perform planned inspections and maintenance.
- Failure of the Customer to comply with a directive of Veridian that Veridian makes for purposes of meeting its license obligations.
- A material decrease in the efficiency of the Veridian's distribution system.
- A Contravention by the Customer, related to the Service Connections and/or the use of electricity, of the laws of Canada or the Province of Ontario.
- Any other conditions identified in this Conditions of Service document.

Veridian 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.

Veridian shall not be liable for any damage to the Customer's premises resulting from any such disconnection of service.

Re-connection after a disconnection will normally require the payment of a set fee.

Services disconnected as a result of energy diversion, fraud or abuse on the part of the Customer, may not be reconnected until the Customer rectifies the condition and provides full payment to Veridian including all costs incurred by Veridian arising from unauthorized energy use, including inspections, repair costs, and the cost of disconnection and reconnection.

### 2.3 Conveyance of Electricity

#### 2.3.1 LIMITATIONS ON THE GUARANTEE OF SUPPLY

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

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

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

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

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

To assist with distribution system outages or emergency response, Veridian may require a Customer to provide Veridian with emergency access to Customer-owned distribution equipment that normally is not operated by Veridian or Veridian-owned equipment on Customer's property.

#### 2.3.2 POWER QUALITY

Veridian shall follow Good Utility Practices in terms of its guidelines and standards where applicable but will not guarantee an unvaried voltage or frequency.

Veridian maintains a 24-hour call answer service for the purpose of receiving inquiries from Customers regarding power interruptions, power quality incidents, and incidents related to the integrity or safety of its Distribution System.

For Customer power quality inquiries other than interruptions, including substandard voltage conditions, or other power disturbances, the initial response time will vary depending on the nature of the complaint.

If, after an initial investigation by Veridian, the power quality issue remains unresolved, and it is determined that further detailed engineering study is required, Veridian shall advise the Customer of an intended course of action. If through an initial assessment, or subsequent detailed investigation, it is determined that the source of a power quality complaint is the Customer's own equipment, then Veridian will charge the Customer all or a portion of the costs of carrying out the investigation.

#### 2.3.3 ELECTRICAL DISTURBANCES

## 2.3.3.1 Single-Phasing/Automatic Reclosing

All Customers must be aware that the electrical supply system has automatic protective devices which may momentarily interrupt and instantly restore electrical supply, and that this may occur on any one (1), two (2), or all three (3) phases of the supply. In certain circumstances, it will be normal for a loss of supply to occur for a short time in one (1) or two (2) phases only, until supply is manually restored or completely interrupted. The Customer must take these conditions into account when designing, purchasing and operating certain sensitive equipment such as computers and motors. Veridian will not be liable in any way for damages due to such operations.

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#### 2.3.3.2 Electrical Disturbance

The nature of an electrical supply system is such that periodically there will be voltage fluctuations and other disturbances which can cause flickering lights and more serious difficulties for Customers connected to Veridian's distribution system. Veridian will take reasonable steps through its normal design, construction, maintenance, and operating practices, to aid in minimizing the incidence and severity of such disturbances.

No electrical equipment which may produce an undesirable system disturbance shall be connected to a Customer's service. Examples of equipment which may cause disturbance are large motors, welders and variable speed drives. In planning the installation of such equipment, the Customer is required to consult with Veridian.

Veridian reserves the right to disconnect the Customer's service should the disturbance be severe enough or no action is being taken by the Customer to remove the disturbance.

#### 2.3.4 STANDARD VOLTAGE OFFERINGS

#### 2.3.4.1 General

Veridian operates a distribution system using a variety of high voltage primary lines, medium voltage primary lines, and low voltage secondary lines. These vary by geographic area and specific location, and in some locations, more than one primary voltage may be used. Veridian will determine what primary and/or secondary voltage will be made available for service to each Customer depending on the size, nature, and location of the connection.

Where the Customer requires a voltage other than Veridian's standard offerings, or service size greater than permitted as a standard, Veridian will determine specific special requirements which may include a Customer-owned private substation and a private distribution voltage supply line on the Customer's premises, as deemed suitable by Veridian.

Note that Veridian does not provide any facilities for service at 44kV. In all cases, Customers requiring 44kV service will supply and install their own supply lines, normally underground, and a privately-owned substation, subject to Veridian's general specifications and requirements. Veridian reserves the right to set requirements for the customer's equipment and facilities up to the secondary terminals of the power transformer(s) which may be in addition to and superior to the requirements of the ESA in order to ensure there is minimum impact on the reliability and performance of Veridian's distribution system. Veridian will perform all work involving existing circuits and will make all connections to the 44kV supply lines at the Customer's cost.

In all cases, the connection will be made at Veridian's designated supply point.

Not withstanding any costs paid by the Customer, and other than a privately owned substation, all transformation, on public or private property, remains the sole property of Veridian.

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# 2.3.4.2 Primary Voltage

The primary voltage to be used will be determined by Veridian for both Veridian-owned and Customer-owned transformation. Depending on the voltages of the lines readily available at the Customer's location, the preferred primary voltage will be one of the following:

- 44kV effectively grounded wye, three-phase, three-wire;
- 27.6/16kV grounded wye, three-phase, four-wire;
- 13.8/8kV grounded wye, three-phase, four-wire.

Note: In certain limited areas, Veridian continues to operate 8.32/4.8kV or 4.16/2.4kV systems. These areas will be converted to either 27.6 or 13.8kV systems as above. Customers requesting a connection in these areas will be given special consideration in each case to determine the most cost effective way of supplying immediate service requirements while respecting the need to make a future conversion.

# 2.3.4.3 Secondary Voltage

The secondary voltage readily available at the Customer's location, or to be provided via new transformation, will be determined by Veridian for Customers using available supply lines and for Veridian-owned transformation. Customers deemed to require a private substation may elect to use a secondary voltage of their choice, but are strongly encouraged to keep to one of the standard offerings.

Standard voltages will be one of the following:

- 120/240 Volts, 1 Phase, 3 Wire;
- 120/208 Volts. 3 Phase. 4 Wire:
- 347/600 Volts, 3 Phase, 4 Wire.

#### 2.3.4.4 Limitations of Supply

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

From Low Voltage (Secondary) lines readily available at the Customer's location, as determined by Veridian:

- 120/240 V, 1 phase up to 50kVA
- 120/208 V, 3 phase up to 75kVA
- 347/600 V, 3 phase up to 100kVA

From High Voltage (Primary) lines readily available at the Customer's location, as determined by Veridian:

- 13.8/8kV, 3 phase up to 1500kVA
- 27.6/16kV, 3 phase up to 2500kVA
- 44kV, 3 phase up to 10,000kVA

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#### 2.3.5 VOLTAGE GUIDELINES

Veridian will endeavour to maintain the service voltage at the Customer's service entrance within the guidelines of C.S.A. Standard CAN3-C235-83 which allows variations from nominal voltage of,

- (a) 5% for normal operating conditions
- (b) 8% for extreme operating conditions

Definitions of these conditions are:

## (a) Normal Operating Conditions

Where voltages lie within the indicated limits under this heading no improvement or corrective action is required. It is recognized that special situations may call for closer voltage control, but such cases are considered to be outside the application scope of this Standard; and

## (b) 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 should be taken on a planned and programmed basis but not necessarily on an emergency basis. Where voltages lie outside the indicated limits for extreme operating conditions, improvement or correction action should be taken on an emergency basis. The urgency for such action will depend on many factors such as location and nature of load or circuit involved, extent to which limits are exceeded with respect to voltage levels and duration, etc.

Acceptable variations in voltage are shown in the Appendix 5.2, Table 2.

#### 2.3.6 BACK-UP GENERATORS

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

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

On request, Veridian will permit certain back-up generator installations to operate in parallel with the distribution system, either for short-term transfer purposes, or for longer periodic intervals. Such customers shall enter into and comply with the provisions of a Generator Connection Agreement.

#### 2.3.7 METERING

Veridian will supply, install, own, and maintain all meters, instrument transformers, ancillary devices, and secondary wiring required for revenue metering. All metering devices are subject to approval and inspection by Industry Canada.

Metered Market Participants in the Independent Electricity Market Operator ("IMO") administered wholesale market must meet or exceed all IMO metering requirements.

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#### 2.3.7.1 General

The Customer shall make provision for Veridian meters and metering equipment, as determined in consultation with Veridian. This will involve one or several of the following:

- approved meter sockets,
- approved lockable meter cabinets,
- approved lockable meter compartments in the Customer's metal enclosed switchgear,
- a meter room with outside access where all multiple-unit metering is aggregated.

Contact Veridian for the latest technical data and compatible suppliers/manufacturers.

Metering is always on the Low Voltage side (secondary side) of the service. In exceptional cases, High Voltage metering may be considered, and additional customer charges would apply.

The location of and means of access to the metering equipment must be acceptable to and approved by Veridian. Residential Customers with older inside meters wishing to relocate their meters to the outside must do so at their expense.

Multiple unit buildings, residential and commercial, shall provide for individual metering of all units at one or more centralized meter locations. Bulk metering is no longer permitted. Customers wishing to convert bulk-metered buildings to individual metering must do so at their expense, and all normal connection/metering costs apply as per the requirements for new services.

#### 2.3.7.2 Instrument Transformer Enclosures

Where instrument transformers are to be incorporated in the Customer's low voltage switchgear, the size of the compartment and number of instrument transformers will be specified and is subject to approval by Veridian.

A separate meter cabinet must be supplied and installed by the Customer, located as close as possible to the instrument transformer compartment, to the satisfaction of Veridian.

There are certain very specific technical criteria for metering installations, concerning physical dimensions and location, and electrical, which must be complied with.

Veridian will issue specific metering requirements for installations where two or more circuits are totalized, or where remote totalizing is involved, or where instrument transformers are incorporated in high voltage switchgear (greater than 750V).

Detailed technical information on all such installations with up to date data and compatible suppliers/manufacturers is available from Veridian.

#### 2.3.7.3 Interval Metering

#### General

Interval Metering is required for all services over 500kW, except that Veridian will not until further notice, retrofit at its expense, or require a customer to retrofit at their expense, existing services greater than 500kW but less than 1000kW.

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Interval meters will be installed for all new or upgraded services where the peak demand is forecast to be 500kW or greater, or for any Customer wishing to participate in the spot market pass-through pricing.

Prior to the installation of an interval meter, the Customer must consult with Veridian for any detailed technical requirements, and must provide a physical connection from their telephone room to the meter cabinet. Veridian will arrange for the installation of a telephone line, terminated in the meter cabinet for the exclusive use of Veridian to retrieve interval meter data. The Customer will be responsible for the installation and ongoing monthly costs of operating the phone line, billed directly by the local public dial tone provider. The phone line will be direct dial voice quality, active 24 hours per day, and energized prior to meter installation.

### **Optional Installations**

Other Customers that request interval metering shall compensate Veridian for all incremental costs associated with that meter, including the capital cost of the interval meter, installation costs associated with the interval meter, ongoing maintenance (including allowance for meter failure), verification and reverification of the meter, and the cost of metering made redundant by the Customer requesting interval metering. The Customer is directly responsible for installation and ongoing provision of a communication line or communication link with the Customer's meter.

The Customer must supply, install and maintain any necessary communication equipment so that Veridian can remotely interrogate the meter. If Veridian is required to go out on site to read the meter for any reason, the Customer will be billed for the cost of the visit. Minimum charges may apply. The meter must be read at least once a week.

Requests for Interval Metering must be made in writing and shall state whether the Customer plans to be a Retail or Wholesale market participant.

# 2.3.7.4 Meter Reading

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

# 2.3.7.5 Final Meter Reading

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

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#### 2.3.7.6 Faulty Registration of Meters

Metering electricity usage for the purpose of billing is governed by the federal Electricity and Gas Inspection Act and associated regulations, under the jurisdiction of Measurement Canada (Industry Canada). Veridian's revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act. In the event of incorrect electricity usage registration, Veridian will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. The Customer shall pay a reasonable sum for all the energy supplied based on the reading of any meter formerly or subsequently installed on the premises by Veridian, due regard being given to any change in the characteristics of the installation and/or the demand. If Measurement Canada determines that the Customer was overcharged, Veridian will reimburse the Customer for the amount incorrectly billed. If the incorrect measurement is due to reasons other than the accuracy of the meter, such as incorrect meter connection, incorrect connection of auxiliary metering equipment, or incorrect meter multiplier used in the bill calculation, the billing correction will apply for the duration of the error.

Veridian will correct the bills for that period in accordance with the regulations under the Electricity and Gas Inspection Act.

### 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 Veridian and reproduced in the Appendices 5.4, Table 4. Notice of Rate revisions will be published in major local newspapers and on Veridian's website. Information about changes will also be mailed to all Customers with the first billing issued at revised rates.

Connection charges will be identified in writing to each prospective customer, based on the fixed fees and charges in this Table and on variable costs as may apply in each case.

#### 2.4.2 ENERGY SUPPLY

Energy will be conveyed by Veridian Connections for use by the customer in accordance with the provisions, rules and regulations laid out in the Retail Settlement Code and the Standard Service Supply Code.

Customers are automatically Standard Service Supply (SSS) Customers until such time that Veridian is informed of their switch to an electricity retailer. The Customer or Customer's authorized agent/retailer must make a Service Transfer Request (STR).

All Customers considering delivery of electricity through Veridian's distribution system (wheeling) must apply to Veridian and obtain information on current requirements, technical issues and applicable tariffs.

#### 2.4.3 DEPOSITS

To minimize Veridian's exposure to bad debt, a service deposit shall be collected for residential and general service customers as stipulated under the following guidelines.

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Service deposits may be provided by way of cash, cheque, and various other bank and electronic instruments. In addition, general service customers may choose to fulfill this requirement through a Letter of Credit or a Bond.

Letters of Credit must be irrevocable and have an automatic renewal clause. They must also contain a clause giving Veridian the right to draw on the Letter of Credit without questions as to its rights, provided it is pursuant to a default in payment for service at the location identified in the letter.

Bonds must be issued by an approved bonding company.

# 2.4.3.1 Residential Customers Deposit Amount

Residential customers are required to provide a service deposit based on type of heating system (electrically heated or non-electrically heated) plus type of residence (single family dwelling/town home or apartment dwelling). Deposits are based on a typical monthly kWh consumption of 750kWh (non electrically heated homes) and 1500kWh (electrically heated homes). Apartment deposits are based on 50% consumption of a single-family dwelling and increase as the living space of the unit increases. All calculations are based on a 90-day billing period using the OEB fixed reference price and Veridian's customer, delivery, transmission charges, and Ontario Hydro Debt Retirement.

#### 2.4.3.2 Exemptions for Residential Customers

The requirement for a deposit will be waived for:

- Standard supply customers, or Retailer supplied customers using Distributor
  Consolidated Billing Option, who can exhibit a good payment history with Veridian or
  another utility. A good payment history is defined as an account with no NSF cheque
  payments and no final collection notices for a period of two years.
- Current Veridian customers whether Standard Supply of Retailer supplied customers, using Distributor Consolidated Billing Option who maintain a Veridian Credit Rating of "A-C". If a current Veridian customer drops to a Veridian Credit Rating of "D or E" a deposit will be required.
- Customers listed with a Retailer who provides Retailer Consolidated billing.

Any customer who is granted an exemption under the criteria outlined above will have this exemption retracted in the event of:

- The provision of two NSF cheque payments in a two year period, or;
- The delivery of a 'Notice of Disconnection of Service' for non-payment:
- A customer who is dropped back to SSS from a Retailer providing Retailer Consolidated billing, or;
- Any customer dropped by a Retailer who cannot demonstrate a good payment history.

When an exemption is retracted, the customer will be notified of the requirement for a service deposit by a hand delivered notice and will be provided with 30 days to satisfy this requirement. If this deadline is not met, a 'reminder notice' will be issued ten calendar days later. If necessary, ten days after issuance of the 'reminder notice' a 'notice of disconnection of service' will be hand delivered. This final notice will provide the customer with 48 hours to satisfy the deposit requirement to avoid the disconnection of their service.

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#### 2.4.3.3 Payment Extensions

Up to a one month extension may be permitted for one-half of the deposit amount, however, this extension may not be granted to customers who enroll in the pre-authorized equal payment plan option.

#### 2.4.3.4 General Service Customers Deposit Amount

General service customers are required to provide a service deposit in the amount of a 90-day billing estimate.

The deposit is calculated based on the type of operation and the floor area of the customer's premises whenever possible. However, in some applications such as building house services and temporary construction services, energy consumption cannot be related to floor area. In these instances, service deposits shall be based on the size of the service.

Alternatively, if energy consumption data for a previous occupant is available and if the new occupant will be using the premises for similar type of operation, the kWh consumption can be used to calculate a deposit based on the new occupants type of billing option whether Standard Supply or Retailer Supplied using Distributor Consolidated billing.

### 2.4.3.5 Reductions or Exemptions for General Service Customers

The amount of deposit required from a General Service customer will be reduced for Customers who meet certain defined payment criteria, or Customers who can exhibit a credit profile satisfactory to Veridian through the submission of:

- An audited financial statement, and
- A reference letter from a chartered Canadian bank or other prominent financial institution, and
- A Dunn & Bradstreet Accounts Payable profile.

Customers who meet the following criteria will be exempted from the requirements for a deposit:

- Government Agencies
- Customers listed with a Retailer who provides Retailer Consolidated Billing.

Customers seeking a reduction on the basis of an external credit profile must pay the costs associated with the required submission. To maintain such a reduction, the credit profile must be reviewed on a yearly basis. This review will require the re-submission of the documents detailed above.

In addition, any customer who is granted a reduction or exemption under the criteria outlined above will have this reduction retracted in the event of:

- The provision of two NSF cheque payments in a two year period, or;
- The delivery of a 'Notice of Disconnection of Service' for non-payment;
- A court application by the customer for creditor protection;
- They cease to meet the exemption requirements.

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When a reduction is retracted, the customer will be notified of the requirement for a service deposit by registered mail and will be provided with 30 days to satisfy this requirement. If this deadline is not met, a 'reminder notice' will be issued ten calendar days later. If necessary, ten days after issuance of the 'reminder notice' a 'notice of disconnection of service' will be hand delivered. This final notice will provide the customer with 48 hours to satisfy the deposit requirement to avoid the disconnection of their service.

## 2.4.3.6 Deposit Refunds – Residential Customers

Residential customers shall have their deposits refunded upon request after two years of good payment history as defined under Section 2.4.3.2.

Residential customers shall have their deposit applied to their final bill, when switching to a Retailer providing Retailer Consolidated Billing. (Section 7.4.3 OEB Retail Settlement Code).

Residential customers shall have a portion of their deposit applied to their final bill, when switching to a Retailer providing Split Billing option (Section 7.4.3 OEB Retail Settlement Code).

### 2.4.3.7 Deposit Refunds – General Service Customers

General Service customers shall have their deposit applied to their final bill, when switching to a Retailer providing Retailer Consolidated Billing (Section 7.4.3 OEB Retail Settlement Code).

General Service customers shall have a portion of their deposit applied to their final bill, when switching to a Retailer providing Split Billing option (Section 7.4.3 OEB Retail Settlement Code).

# 2.4.3.8 Interest Payments

Interest on the service deposit will be paid at the bank prime rate less 2% to reflect that earned by Veridian on its cash reserves. Interest rate adjustments for service deposits shall be calculated quarterly using simple interest calculations and credited annually to the customer's account.

Veridian will pay annual interest on amounts earned by service deposits. Interest accrued prior to 2001 will be held until requested by the customer or the deposit is refunded.

### 2.4.3.9 Deposit Adjustments

All service deposits will be reviewed by Veridian on a quarterly basis or at the time that the Ontario Energy Board (OEB) adjusts the "Fixed Reference Price". Adjustments will be made based on the customer's consumption history and the guidelines outlined herein.

#### **2.4.4 BILLING**

Veridian will determine the billing period and frequency of meter readings for each customer on the basis of customer classification, as noted in the Rates 5.4, and may, at its option, render bills to its Customers on either a monthly or bimonthly basis. Bills for the use of electrical energy may be based on either a metered rate or for certain specific types of customer or loads on a flat rate basis, as determined by Veridian.

Veridian will bill Standard Supply Service Customers.

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Standard Supply Customers may discuss the charges shown on their bill by contacting Veridian at the contact methods shown on their bill.

Retailer Customers may be billed by Veridian depending on the billing options selected by the retailer in accordance with the Retail Settlement Code. Retailer Customers may discuss the charges shown on their bill by contacting their Retailer.

#### 2.4.5 PAYMENTS AND CHARGES FOR LATE PAYMENT

Payments owing to Veridian may be made by way of cash, cheque, and various other bank and electronic instruments. Veridian provides various equal billing plans (budget billing), preauthorized payment plans, and other such options for the convenience of its Customers. Payments may be made in person at certain Veridian locations, and payment drop boxes are available at most Veridian locations. Contact Veridian for specific details or directions.

Overdue payments are subject to a late payment charge, as per Table 4.

#### 2.5 Customer Information

Section 11 of the Retail Settlement Code specifies the rights of consumers and retailers to access current and historical usage information and related data and the obligations of Veridian in providing access to such information. In general, Veridian shall not disclose specific information about a Customer unless the release of information has been authorized by that particular Customer or unless necessary for compliance with Market Rules or any Board approved Code or Standard.

Veridian shall not disclose Customer information to a third party without the consent of the Customer in writing, except where Customer information is required to be disclosed, as follows:

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

Customers have the obligation to provide Veridian with information that is true, complete, and correct. The information is used to provide Customer service, deliver and/or supply energy, manage Customer accounts and assess credit history regarding the need for account security. Veridian may verify the accuracy of all information provided and may obtain additional credit information from a credit-reporting agency as required.

Upon written authorization by the Customer, Veridian will make information available to the Customer or the Customer's retailer, related to the meter(s), service location, account number, and recent billing determinants (usage, days used, period, reading method, adjustment factors).

Certain customers, depending on the type of metering installation installed by Veridian or with additional optional equipment requested from and installed by Veridian at the customer's expense, may have continuous access to their metering data through electronic means. Contact Veridian for details.

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Veridian will provide a Customer with 24 months, where available, of historical usage information, information about their meter configuration, and payment information. Such information can be released to the Customer or any third party designated in writing by the Customer.

Veridian will honour requests for any specific Customer and specific service location twice a year for historical data to Retailers and Customers, if not available electronically through the EBT system or other existing arrangement. Veridian may, at its discretion, charge a fee for any additional requests. A request is considered delivery of data to a single party.

### 2.6 GENERAL ACTIVITIES

#### 2.6.1 PREVENTATIVE PROGRAMS

Veridian has in place a variety of programs to help reduce the number of power interruptions and other system disturbances, and assist the public in conducting work near or around Veridian distribution system equipment.

### 2.6.2 TREE TRIMMING

Veridian will:

- regularly trim tree and shrub growth away from its overhead system wires and equipment on a cyclic basis,
- trim around all secondary services from the road allowance at no cost,
- inspect all privately owned distribution voltage lines on a cyclic basis, and notify the Customer if trimming is required. The Customer must ensure adequate clearances are maintained.

Customers are asked to call Veridian regarding any tree which appears to be interfering with a power line. Veridian staff will investigate and have the tree pruned if necessary.

#### 2.6.3 UNDERGROUND CABLE LOCATING

Veridian will provide free cable locating during normal hours.

If Customer will be exposing primary cable, charges may apply at Veridian's discretion for isolation. If isolation is not practical then charges may apply for a Veridian representative to stand by during the Customer's work.

#### 2.6.4 PLANNED INTERRUPTIONS

From time to time Veridian will find it necessary to interrupt the continuous supply of electrical energy to Customers, to allow for the performance of work on its electrical system or to prevent electrical hazard to others. Veridian will minimize such interruptions as much as practical, as respect for the inconvenience to its Customers. When interruptions are necessary, reasonable notice shall be given. Whenever practical, arrangements may be made with the Customer to minimize any inconvenience.

Notice cannot be given where work is of an emergency nature involving risk of personal injury or damage to equipment or property.

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#### 2.6.5 CUSTOMER ISOLATIONS

The Customer has the right to have the electric service to their premises disconnected for the purpose of maintenance or upgrade/modification through a proper request to Veridian given with sufficient advance notice. Customers will receive one (1) free power interruption per year (rolling twelve months) during normal working hours. Charges will apply at all other times or for additional requests. For residential customers, Veridian may identify pre-qualified contractors who the Customer can use to disconnect an overhead service at the mast and/or remove the meter for work on or near the service, subject to some restrictions.

Veridian will normally provide one electrical service to each customer's location at a nominal service voltage.

#### 2.6.6 MISCELLANEOUS

Electrical energy purchased from Veridian may not be resold at a profit by any customer to a third party using Veridian's rates. In the case of multi-tenant buildings with bulk metering, the Owner is the customer and the consumer and must pay the total cost of electrical energy consumed in the building.

#### 3.0 CUSTOMER CLASS SPECIFIC

#### 3.1 RESIDENTIAL

All residential customers with kilowatt-hour meters shall be deemed to have a demand of 50kW or less.

#### 3.1.1. SINGLE FAMILY HOMES

This section pertains to the supply of electrical energy to detached and semi-detached, single-family homes. For definition purposes a single family home is a permanent structure or structures located on a single parcel of land and approved by the Municipal Building Department as a dwelling and occupied for that purpose by a single Customer.

#### 3.1.1.1 Service Information

One (1) service 120/240V, single phase, three (3) wire, only will be installed to each new or existing home.

All new and upgraded services must be underground except as noted in this document. A minimum service entrance size of 100 amperes is required.

The location of the service entrance point and the meter base will be established through consultation with Veridian for both new and upgraded electrical services. Failure to comply may result in relocation of the service at the Customer's expense.

In circumstances where two (2) services are installed to a dwelling, and one (1) service is to be upgraded, the upgraded service will replace both of the existing services. Where revenue metering is located inside a residence it will be relocated by the Customer to the exterior of the building at the time of upgrading the electrical service.

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#### 3.1.1.2 Overhead Service

Overhead will be allowed only for upgrades in certain areas at Veridian's discretion. A maximum capacity of 200 amperes (service entrance equivalent) will be provided. Larger capacity services must be underground.

The service conductor up to the Customer's attachment point is owned and maintained by Veridian at its cost.

#### 3.1.1.3 Underground Service

The maximum capacity of services supplied from Veridian's transformers on the public road allowance will be 200A. Services greater than 200A may require a separate supply at distribution voltage.

Veridian will supply and install the service conductor from the supply point to a delivery point on the Customer's premises at the Customer's expense on a flat rate basis. The Customer will provide direct buried PVC Type II duct to Veridian's requirements to accommodate the service conductors.

Veridian owns the secondary service conductor and will maintain it in perpetuity at its own cost. Veridian will not however, be responsible for the replacement or restoration of customer installed landscaping, decorative features, decks, patios, etc, which may have to be removed in order to make repairs to the service. For clarity, the stack or conduit for service cable entry into the meterbase, and the meterbase, is the sole property and responsibility of the customer.

#### 3.1.2 STREET TOWNHOUSES

This section pertains to the supply of electrical energy to row housing consisting of Street townhouses, which are usually a freehold property, the land being owned by the individual Owners of each unit, fronting onto a municipal street.

The customer and consumer will generally be the same entity.

For definition purposes a townhouse development is a structure or complex of structures each containing more than two (2) residential units. Each unit would be occupied by a single residential Customer and have direct outside access at ground level.

#### 3.1.2.1 Service Information

The Customer will enter into a Servicing Agreement with Veridian governing the terms and conditions under which the complete underground electrical distribution voltage system and services will be designed, supplied and installed by Veridian at the Customer's cost.

One (1) 120/240V, 200A maximum, single phase, three (3) wire service will be provided for each unit. Each unit will be separately metered with meters located at each unit or grouped. Veridian retains ownership of the entire distribution voltage system including transformers.

Refer to Veridian's Specification for Residential Underground Electrical Distribution Systems for further details.

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#### 3.1.3 MULTIPLEXES

This section pertains to the supply of electrical energy to small residential apartment buildings.

For definition purposes a multiplex is a permanent structure(s) on a single parcel of land, approved by the Municipal Building Department for that purpose and containing three (3) to six (6) units with a common fronting on a municipal street.

The customer is generally the building as a whole, while the consumer is the individual occupant(s).

#### 3.1.3.1 Service Information

Veridian will design, supply and install the underground electrical distribution voltage system and services at the Customer's cost.

One (1) 120/240V, 400A maximum, single phase, three (3) wire underground service will be provided for each building. Each unit will be separately metered with meters located at each unit or grouped.

Veridian retains ownership of the entire distribution voltage system including transformers. Refer to Veridian's Specification for Residential Underground Electrical Distribution Systems for further details.

#### 3.1.4 BLOCK TOWNHOUSES

This section pertains to the supply of electrical service to row housing in which all housing units are located on common land which is the property of a condominium or which is owned by one person. The Customer is the person or condominium.

These units usually front onto internal roads which are also privately owned.

For definition purposes a townhouse development is a structure or complex of structures each containing more than two (2) residential units. Each unit would be occupied by a single residential consumer and have direct outside access at ground level.

#### 3.1.4.1 Service Information

The Customer will enter into a Servicing Agreement with Veridian governing the terms and conditions under which the complete underground electrical distribution voltage system and services will be designed, supplied and installed by Veridian at the Customer's cost. One (1) 120/240V, 200A maximum, single phase, three (3) wire service will be provided for each unit. Street lighting will be to Electrical Safety Authority requirements and installed at the Customer's expense. This type of street lighting will be maintained by the Customer.

Veridian maintains ownership of the transformers only.

Veridian retains operating control of the distribution voltage system.

Refer to Veridian Specification for Residential Underground Electrical Distribution Systems for further details.

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#### 3.2 GENERAL SERVICE

In essence, customers not classified as residential above, are General Service customers. All Three Phase Customers will be classified as General Service and metered for energy usage in kWh and for peak monthly kW demand.

#### 3.2.1 SINGLE COMMERCIAL/INDUSTRIAL BUILDINGS

This section pertains to the supply of electrical energy to single commercial and industrial buildings.

For definition purposes a "single" building is a structure or structures on a single parcel of land occupied by one (1) Customer and is predominantly used for commercial or industrial purposes. Uses normally included here are churches, schools, shopping malls, plazas and institutional sites.

#### 3.2.1.1 Service Information

- All new and upgraded services must be underground except as noted in this document.
- One (1) service will be provided for the Customer.
- Veridian will provide and install the complete civil and cabling system up to the Customer's secondary cable duct ends or transition duct at the Customer's cost.

## 3.2.2 Construction Power

This section pertains to the supply of electrical energy on a temporary basis to facilitate construction work. This includes pole mounted service equipment, trailers, cranes and similar applications.

Such services may be in place for a period of less than one (1) year. Longer periods may be permitted at the discretion of Veridian and will require re-inspection and approval by the Electrical Safety Authority.

#### 3.2.2.1 Service Information

In most cases, due to their temporary nature, some or all of a Construction Power service will be installed overhead, even though it may be connected to an underground system. All temporary services shall be metered.

The location of the service entrance point and details of metering will be established through consultation with Veridian. Failure to comply may result in modifications at the Customer's expense.

The Customer will pay the total cost of the installation and removal of a temporary service. Charges for each application will be quoted by Veridian on request.

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#### 3.2.3 MULTIPLE GENERAL SERVICE BUILDINGS

This section pertains to the supply of electrical energy to a complex of multiple commercial and industrial buildings.

For definition purposes this may include:

- A complex of single occupant buildings on a single parcel of land.
- A complex of single and/or multiple occupant buildings on a single parcel of land.
- A single, multiple occupant building on a single parcel of land.

Each multiple occupant building will be divided into a separate unit for each occupant in compliance with all applicable Municipal Fire Department Regulations and Building Codes.

#### 3.2.3.1 Service Information

- The Customer will enter into a Servicing Agreement with Veridian governing the terms and conditions under which the electrical distribution voltage system and services will be designed and installed.
- Veridian will supply and install the complete civil and cabling system up to the Customer's secondary cable duct ends or transition duct at the Customer's cost.
- One (1) service will be provided for each multiple industrial building. Where the "multiple" is a complex of buildings contained within one (1) parcel of land, one (1) service will be provided for the complex, not for each building. A primary loop feed is considered to be a single service.
- The service voltage will be established by Veridian and will be either,
  - 120/208 Volts, 3 Phase, 4 Wire
  - 347/600 Volts, 3 Phase, 4 Wire
- Such projects will be dealt with on an individual basis.

# 3.3 GENERAL SERVICE (ABOVE 50kW)

All non-residential Customers with an average monthly peak demand between 50kW and 999kW over the past twelve months are classified as General Service Demand customers above 50kW. For new Customers without prior billing history with Veridian, the peak demand will be based on maximum possible usage for the Customer's service entrance equipment as defined by the Ontario Electrical Code.

#### 3.3.1 APARTMENT BUILDINGS

This section also pertains to the supply of electrical energy to residential apartment buildings.

For definition purposes an apartment building is a permanent structure(s) on a single parcel of land, approved by the Municipal Building Department for that purpose and occupied by six (6) or more units. Entrances to dwelling units would be through common internal corridors. Apartment buildings will be individually metered.

## 3.4 GENERAL SERVICE (ABOVE 1000kW)

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

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#### 3.4.1 CUSTOMER-OWNED SUBSTATIONS

#### 3.4.1.1 General

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 from Veridian's system.

The Customer shall install and maintain such equipment in accordance with all applicable laws, codes, regulations, and Veridian's requirements for high voltage installations. Veridian will provide Customer interface details, requirements, and planning details upon application for service.

It is recommended that Customers' transformers have voltage taps in their primary windings.

Customer owned substations must be inspected by both the Electrical Safety Authority (ESA) and Veridian prior to being energized. The Customer will arrange for and provide a pre-service inspection report, performed by a contractor deemed qualified by Veridian, in accordance with Veridian's inspection requirements.

#### 3.4.1.2 Routine Inspections and Maintenance

Veridian may perform a visual, non-contact, energized inspection of Customer-owned substations on a periodic basis, and report to the Customer any deficiencies found. This deficiency report may include an order to repair. Failure by the Customer to make repairs which in Veridian's opinion represent risk to public safety or to the integrity of Veridian's system may result in the supply to the substation being interrupted, until such time as repairs are made. Such inspection activity is made solely for Veridian's own interests and the protection of security to Veridian's electrical supply system. Veridian will not be liable to the Customer or any other party for failure to make such inspection, or for failure to observe any deficiency or risk to the Customer's property and continued electrical supply, or risk to public safety. The Customer shall have sole responsibility to ensure the ongoing security and safety of its substation(s).

The Customer shall have their substations inspected thoroughly in accordance with the Distribution System Code. The minimum inspection cycles for Customer owned substations are one year for open substations and three years for enclosed substations. This inspection requires the use of a qualified high-voltage substation contractor, and the de-energization of the equipment. To facilitate and encourage the maintenance of this equipment, Veridian will provide one power interruption annually, at no charge. This no-charge service must be scheduled during Veridian's normal business hours, Monday to Friday. There is a charge for additional interruptions within the year, and for power interruptions arranged at times other than as outlined above.

Note that the ESA has authority over re-energization of such substations, and their inspection will apply to any modifications or major repairs made.

#### 3.4.1.3 Aged Equipment

Veridian has identified that certain older Customer-owned substations are equipped with vintage 44kV Air Break Switches using "cap and pin" style insulators. These insulators have generally been reported to suffer mechanical failure, randomly, or during switching procedures. Veridian will encourage Customers with such installations to plan for the replacement of these switches as soon as practicable for the Customer.

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#### 3.5 EMBEDDED GENERATION

A Customer who is an embedded generator shall sign and comply with all requirements of Veridian's Connection Agreement for an Embedded Generator. These requirements include, among many:

- a) licensing by the OEB;
- b) registration with the IMO for installations larger than 1000kW;
- c) metering which complies with the requirements of the IMO;
- d) full interface protection system for the system generator interface:
- e) specific operational characteristics and limits for the generator's performance and output;
- f) routine regular prescribed inspection, maintenance, and reporting requirements.

#### 3.6 EMBEDDED MARKET PARTICIPANT

A customer who is an embedded market participant shall meet all requirements of the OEB and the IMO related to that status and shall provide initial and regular information and data to Veridian as required by these agencies and the relevant Codes.

A Connection Agreement with Veridian will be required.

#### 3.7 EMBEDDED DISTRIBUTOR

The terms and conditions applicable to the connection of an Embedded Distributor will be included in a Connection Agreement with Veridian.

#### 3.8 UNMETERED CONNECTIONS

In general, all services will be metered. However, certain types of electrical loads are not practical to meter, or the cost of metering represents an inordinate expense to both the Customer and Veridian. These situations can be managed through a controlled connection and a pre-defined basis for estimating consumption.

In all cases an Offer to Service will be made, identifying among other items the costs to be charged to the Customer for connecting to Veridian's existing supply lines. Where additional work or equipment must be provided, a scope of work and quotation will be provided.

#### 3.8.1 MUNICIPAL/PROVINCIAL LIGHTING ON PUBLIC ROADWAYS

All street lighting plant, facilities, or equipment owned by the Customer, whether on public rights-of-way or municipal or provincial property, are subject to Electrical Safety Authority (ESA) requirements.

All plans for new lighting installations must be submitted for approval to Veridian. Veridian will ensure that proper clearances are available, any existing power poles to be used are adequate, overhead or underground supply circuits or supply points are available and adequate, and the lighting will not conflict with other plans underway. Attachment methods, and brackets and other items to be attached to or mounted on power poles must meet Veridian's standards and the requirements of the ESA. Pole locations, trench locations, and related equipment should comply with municipal roadway cross-sections and respect locations of existing buried plant and street furniture.

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Since street lighting is an unmetered service, all new or replacement luminaries and photocontrols must meet basic Veridian requirements.

Veridian may allow an approved contractor to make the connection of new lights to existing available supply wires, or the reconnection of an upgraded light, on an application by application basis, and subject to approval from ESA.

All existing overhead circuits on Veridian poles which supply streetlights mounted on Veridian poles, or which feed connections to underground street light circuits, are the property of Veridian. All existing underground circuits which supply street lighting only are the property of the municipality.

New overhead circuits on Veridian poles which supply only street light loads are the property of the Municipality. Additions, extensions and alterations to these circuits will be made by Veridian in accordance with the provisions of these Conditions of Service, and in most cases are considered "expansions", may be chargeable to the municipality (or requesting party), and may be subject to alternative bids where a new pole line is proposed for overhead street light wire and luminaires only.

New underground circuits which supply only street lighting are the property of the municipality.

In all cases, new circuits must be connected to Veridian's supply system by a suitable disconnect device, approved by the ESA, and the location and access requirements must be consistent with standard joint use or joint occupancy provisions. Veridian will not require formal joint use agreements for municipal street lighting circuitry.

Contractors may not install new overhead supply circuits on power poles, any new transformers required for street light service, nor connect any new lights or street light supply wires, overhead or underground, to a transformer. This work may only be done by or under the direct supervision of Veridian.

New underground street light wiring and dedicated street light poles do not require specific Veridian approval, except as noted above, but must meet the requirements of the ESA.

# 3.8.1.1 Street Lighting

All services supplied to street or roadway 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 Veridian's Schedule of Rates.

#### 3.8.1.2 Decorative Lighting

This section pertains to the supply of electrical energy for outdoor decorative lighting installations owned by a municipality or the Province of Ontario. Such installations could be lighting for festive occasions or for "neighbourhood character" streetscapes. These must be installed and maintained subject to the requirements of the Electrical Safety Authority (ESA).

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Available service voltage will be 120/240 Volts, 1 phase, 3 wire or 120 Volts, 2 wire. The method and location of supply will vary and will be established for each application. Each service must be controlled by a photo-control device meeting Veridian specifications. Energy consumption will be based on the connected wattage and the calculated hours of use. The standard General Service rate (<50kW) shall apply.

#### 3.8.1.3 Traffic Signals, Cross-Walks, Traffic/Pedestrian Beacons

These services will normally be metered, but in certain circumstances (including location, and size), unmetered connections may be provided.

The service voltage will be 120/240 Volts, one (1) phase, three (3) wire. The method and location of supply will vary and will be established for each application. Energy consumption will be based on the connected wattage and the calculated hours of use. The standard General Service rate (<50kW) shall apply.

#### 3.8.2 SENTINEL LIGHTS

Sentinel lights (dusk-to-dawn) connected to unmetered wires will have a flat rate monthly energy charge added to the regular Customer bill.

Monthly flat rate energy charges for these lights will be set from time to time, and are calculated based on the hours of operation (non-daylight hours) over a year, and the appropriate cost of electrical energy. The rates are available on inquiry.

#### 3.8.3 BUS SHELTERS

- The nominal service voltage will be 120 Volts, single phase, two (2) wire.
- The service location will be established through consultation Veridian staff for each application.
- The method of supply, overhead or underground, be determined by Veridian and installed by the Customer.
- The service will be unmetered. Energy consumption will be based on the connected wattage utilized twenty-four (24) hours per day.
- These must be installed and maintained subject to the requirements of the Electrical Safety Authority (ESA).
- An Offer to Service will be made in each case, identifying among other items the costs to be charged to the Customer for connecting to Veridian's existing supply lines. Where additional work or equipment must be provided, a scope of work and quotation will be provided.

#### 3.8.4 BILL BOARDS

- The nominal service voltage will, at the discretion of Veridian, be 120/240 Volts, single phase, three (3) wire or 120 Volts, two (2) wire.
- The method and location of supply will vary and will be established for each application through consultation with Veridian staff.
- The service will be unmetered. Energy consumption will be based on the connected wattage and the calculated hours of use.

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#### 3.8.5 FIRE PUMPS

New services for Fire Pumps or similar, isolated, special purpose, infrequent-use loads must be metered. Customers requesting an upgrade, relocation, or other substantial change to any such existing services must as a minimum install a meter suited to the service size and load as required herein.

- The service voltage, details of service entry and metering will be established through consultation with Veridian staff.
- Where a large motor is to be installed reduced voltage starting will be required.

#### 3.8.6 OTHER SMALL SERVICES

This section pertains to the supply of electrical energy for telephone booths, cable T.V. amplifiers, and similar small, un-metered loads.

- The nominal service voltage will be 120 Volts, single phase, two (2) wire.
- The method and location of supply will vary and will be established for each application through consultation with Veridian staff.
- The service will be un-metered. Energy consumption will be based on the connected wattage and the calculated hours of use.

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#### 4.0 GLOSSARY OF TERMS

"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;

"Act" means the Ontario Energy Board Act, 1998, S.O. 1998, C. 15, Schedule B;

"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;

"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;

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

"Board" means the Ontario Energy Board;

"Code" means the Distribution System Code;

"complex metering installation" means a metering installation where instrument transformers, test blocks, recorders, pulse duplicators and multiple meters may be employed;

"Conditions of Service" means the document developed by a distributor in accordance with subsection 2.3 of this Code that describes the operating practices and connection rules for the distributor;

"connection" means the process of installing and activating connection assets in order to distribute electricity to a customer;

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

"connection assets" means that portion of the distribution system used to connect a customer to the existing main distribution system, and consists of the assets between the point of connection on a distributor's main distribution system and the ownership demarcation point with that customer;

"consumer" means a person who uses, for the person's own consumption, electricity that the person did not generate:

"customer" means a person that has contracted for or intends to contract for connection of a building. This includes developers of residential or commercial sub-divisions:

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"demand meter" means a meter that measures a consumer's peak usage during a specified period of time;

"disconnection" means a deactivation of connection assets that results in cessation of distribution services to a consumer;

"distribute", with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less:

"distribution losses" means energy losses that result from the interaction of intrinsic characteristics of the distribution network such as electrical resistance with network voltages and current flows:

"distribution loss factor" has the meaning described to it in the Retail Settlement Code;

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

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

"distributor" means a person who owns or operates a distribution system;

"Electricity Act" means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A;

"Energy Competition Act" means the Energy Competition Act, 1998, S.O. 1998, c. 15;

"Electrical Safety Authority" or "ESA" means the person or body designated under the *Electricity Act* regulations as the Electrical Safety Authority, and generally accountable for public electrical safety in Ontario and responsible for wiring inspections, general inspections, Canadian Electrical Safety Code advice and information, and product approval inspections;

"embedded distributor" means a distributor who is not a wholesale market participant and that is provided electricity by a host distributor;

"embedded generator" or "embedded generation facility" means a generator whose generation facility is not directly connected to the IMO-controlled grid but instead is connected to a distribution system;

"embedded retail generator" means an embedded generator that settles through a distributor's retail settlements system and is not a wholesale market participant;

"embedded wholesale consumer" means a consumer who is a wholesale market participant whose facility is not directly connected to the IMO-controlled grid but is connected to a distribution system;

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"embedded wholesale generator" means an embedded generator that is a wholesale market participant;

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

"emergency backup" means a generation facility that has a transfer switch that isolates it from a distribution system;

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

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

"four-quadrant interval meter" means an interval meter that records power injected into a distribution system and the amount of electricity consumed by the customer;

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

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

"generator" means a person who owns or operates a generation facility;

"geographic distributor," with respect to a load transfer, means the distributor that is licensed to service a load transfer customer and is responsible for connecting and billing the load transfer customer;

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

"holiday" means a Saturday, Sunday, statutory holiday, or any day as defined in the Province of Ontario as a legal holiday;

"host distributor" means the distributor who provides electricity to an embedded distributor:

"IMO" means the Independent Electricity Market Operator established under the Electricity Act;

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"IMO-Controlled Grid" means the transmission systems with respect to which, pursuant to agreements, the IMO has authority to direct operation;

"interval meter" means a meter that measures and records electricity use on an hourly or subhourly basis;

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

"load transfer customer" means a customer that is provided distribution services through a load transfer;

"Market Rules" means the rules made under section 32 of the Electricity Act,

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

"meter service provider" means any entity that performs metering services on behalf of a distributor:

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

"metering services" means installation, testing, reading and maintenance of meters;

"MIST meter" means an interval meter from which data is obtained and validated within a designated settlement timeframe. MIST refers to "Metering Inside the Settlement Timeframe;" "MOST meter" means an interval meter from which data is only available outside of the designated settlement timeframe. MOST refers to "Metering Outside the Settlement Timeframe;" "Ontario Energy Board Act" means the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B;

"operational demarcation point" means the physical location at which a distributor's responsibility for operational control of distribution equipment including connection assets ends at the customer:

"ownership demarcation point" means the physical location at which a distributor's ownership of distribution equipment including connection assets ends at the customer;

"performance standards" means the performance targets for the distribution and connection activities of the distributor as established by the Board pursuant to the Act and in the Rate Handbook;

"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;

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

"rate" means any rate, charge or other consideration, and includes a penalty for late payment;

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

"Regulations" means the regulations made under the Act or the Electricity Act,

"retail", with respect to electricity means, a) to sell or offer to sell electricity to a consumer, b) to act as agent or broker for a retailer with respect to the sale or offering for sale of electricity, or c) to act or offer to act as an agent or broker for a consumer with respect to the sale or offering for sale of electricity. "Retail Settlement Code" means the code approved by the Board and in effect at the relevant time, which, among other things, establishes a distributor's obligations and responsibilities associated with financial settlement among retailers and customers and provides for tracking and facilitating customer transfers among competitive retailers;

"retailer" means a person who retails electricity;

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

"Service Voltage" is the voltage at which the Customer agrees to take and Veridian agrees to supply electrical energy. This may be utilization voltage or some other higher voltage;

"total losses" means the sum of distribution losses and unaccounted for energy;

"transmission system" means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose;

"Transmission System Code" means the 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;

"transmit", with respect to electricity, means to convey electricity at voltages of more than 50 kilovolts;

"transmitter" means a person who owns or operates a transmission system:

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

"unmetered loads" means electricity consumption that is not metered and is billed based on estimated usage;

"Utilization Voltage" is the voltage at which a Customer's devices, equipment, and appliances commonly operate;

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"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;

"Veridian" is a distributor and is properly known as Veridian Connections Inc., including its officers, employees and agents;

"wholesale buyer" means a person that purchases electricity or ancillary services in the IMOadministered markets or directly from a generator;

"wholesale market participant" means a person that sells or purchases electricity or ancillary services through the IMO-administered markets;

"wholesale settlement cost" means costs for both competitive and non-competitive services billed to a distributor by the IMO or a host distributor, or provided by an embedded retail generator or by a neighboring distributor;

"wholesale supplier" means a person who sells electricity or ancillary services through the IMOadministered markets or directly to another person, other than a consumer.

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# 5.0 APPENDICES

# 5.1 TABLE 1 OWNERSHIP, CONNECTION FEES, STANDARD ALLOWANCES

Ownership, Connection Fees, Standard Allowances					
Type of		D. farranca	Connection Fee	Ownership Demarcation Point	
Type of Connection		eference Section	(per physical connection)	Standard Allowance	
Connection				Operational Demarcation Point	
Residential – Low Voltage Supply	3.	1	See Table 4	Overhead - Top of Customer standpipe or mast. Underground - Line side of Customer's meter base.	
				30m of overhead, 200A, low voltage wire and transformer capacity; or equivalent cost of underground service.	
				Line side of meter base.	
Residential – High Voltage Supply (existing only – no longer available)	3.1		See Table 4	Overhead – First point of support or attachment on Customer's property, to be no more than 30m from connection to Veridian's lines.  Underground – Customer side of high voltage switch (to Customer's cable) on/in Veridian's line at/near Customer's property.	
		30m of overhead, 200A, low voltage wire and transformer capacity; or equivalent cost of underground service.			
				Line side of meter base.	
Traffic Signals, Cross Walks, etc.	3.	8.1	Overhead - \$310 Underground - \$570	Overhead - Top of Customer standpipe or mast.  Underground - Line side of fuse or disconnect switch in Customer's first vault, handhole, or junction box.	
				Not Applicable.	
				Same as Ownership.	
Decorative Lights – each light supplied from uncontrolled,	3.8.1		Overhead - \$310 Underground - \$570	Overhead - Top of Customer standpipe or mast. Underground - Line side of fuse or disconnect switch in Customer's first vault, handhole, or junction box.	
available, Veridian				Not Applicable.	
supply lines.				Same as Ownership.	

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Ownership, Connection Fees, Standard Allowances					
Type of		D-f	Connection Fee	Ownership Demarcation Point	
Type of Connection		Reference Section	(per physical	Standard Allowance	
Commodium			connection)	Operational Demarcation Point	
Decorative Lighting String – lights supplied from		3.8.1	Overhead - \$395 Underground - \$660	Overhead - Top of Customer standpipe or mast. Underground - Line side of fuse or disconnect switch in Customer's first vault, handhole, or junction box.	
municipal-owned, controlled circuits, with available				Not Applicable.	
Veridian supply lines. Per connection from Veridian supply to municipal circuit.				Same as Ownership, subject to restrictions where circuits occupy or are attached to Veridian equipment.	
General Service –		3.4	Varies per installation	Overhead or Underground – Connection point to road circuits or transformers.	
Low Voltage Supply, from Veridian Low				Not Applicable.	
Voltage circuits on the road.				Overhead - Top of Customer standpipe or mast. Underground - Line side of fuse or main disconnect switch in Customer's service entrance equipment.	
General Service – High Voltage Supply	3.4		Varies per installation	Overhead or Underground – Line side of connection device to Veridian's circuits on the road.	
				Not Applicable.	
				Overhead or Underground – Load side terminals of Customer's high voltage transformer(s). voltage	

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# 5.2 TABLE 2 VOLTAGE LIMITS FOR CIRCUITS UP TO 1000V, AT SERVICE ENTRANCES

	Voltage Variation Limited Application at Service Entrances			
Nominal System		Extreme Operate		
Voltages		Normal Operatin	g Conditions	
Single-Phase				
120/240	106/212	110/220	125/250	127/254
240	212	220	250	254
600	530	550	625	635
Three-Phase 4-Conductor				
120/208Y	110/190	112/194	125/216	127/220
347/600Y	306/530	318/550	360/625	367/635
Three-Phase 3-Conductor				
240	212	220	250	254
600	530	550	625	635

Taken from C.S.A. Standard CAN3-C235-83.

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## 5.3 TABLE 3 EMERGENCY SERVICES

## Response to Power Outages and Service Problems

Veridian is responsible for the safety and reliability of its distribution system. That means dealing with power outages, accidents, downed wires, live wires and other emergencies related to our system. It also means responding to power outages or service quality issues on customer property and customer equipment. Veridian's full responsibility in this regard ends at the Ownership Demarcation Point as defined herein and by the DSC. However, in cases where the Operational Demarcation Point extends further into customer property, beyond the Ownership Demarcation Point, Veridian will ensure that public safety and the reliability of the distribution system are protected, and will make its best efforts assist the Customer affected to make repairs and restore power. Under no circumstances may Veridian make temporary or permanent repairs to the Customer's equipment without ESA inspection.

Veridian will provide the following level of service as part of its 24-hour trouble response service:

Residential Service			
Supplied from Low Voltage circuits on the Road Allowance	Veridian will locate the problem and make any repairs/replacements necessary, up to the Ownership Point.		
	Where an immediate repair is not possible, Veridian will arrange for a temporary connection if at all possible, until the Customer arranges for permanent repairs, subject to ESA.		
	In the event the repair requires a disturbance to customer owned equipment, landscaping, or construction, Veridian will take all care to minimize the disturbance, but will not be held responsible for its restoration.		
Supplied from Low Voltage circuits on private property (private service, condominium,	Veridian is not responsible for these services, but will respond on site and identify, where possible, the location of the problem.		
etc.)	Where Veridian's Trouble Response personnel are not able to identify the problem, Veridian will isolate, if necessary, the most appropriate equipment, to permit the customer's contractor to conduct the necessary repairs in a safe manner. Veridian will renergize the equipment at any time once notified that a repair has been made, and subject to ESA inspection/notification.		
Apartments, units in multi-tenant buildings, etc.	Veridian has no involvement with such services. The customer must contact the property owner/manager.		
General Service			
General Service - Low Voltage	Same as Residential above.		
General Service - High Voltage	Veridian will determine the general nature of the problem if it is determined to be on the Customer's property, up to the high voltage terminals of the Customer's transformer. Veridian will make reasonable efforts to pinpoint the location of the problem to assist the Customer. All repairs and detailed fault locating are at the Customer's costs. Where Veridian owns the transformer, the problem locating effort will include the transformer, and Veridian will replace or repair the transformer at no charge.		

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## 5.4 TABLE 4 DISTRIBUTION RATES AND MISCELLANEOUS CHARGES

#### **ELECTRICITY PRICES**

With the opening of Ontario's electricity market to competition on May 1, 2002, VERIDIAN CONNECTIONS' rates have been 'unbundled' to clearly identify the portion of the bill open to retail competition. The new regulated rates as approved by the Ontario Energy Board are provided in the following tables.

Detailed rate application guidelines and rate schedules for Large Use customers (> 5MW) are available upon request.

Note certain different rates apply in the following areas, a table follows for each area:

Ajax/Pickering/Clarington/Uxbridge Brock Township Port Hope Belleville

Veridian has submitted a request to the OEB to harmonize these rates. That has not yet been granted.

The Notes below apply to the tables which follow:

- 1. For customers on 'Standard Supply Service', electricity charges are based on market prices as established on the province's electricity exchange. Customers who have signed a contract with a licensed electricity retailer are billed based on the terms of their retail contract.
- 2. The charges for these items are based on kWh use adjusted for losses associated with the delivery of electricity. The adjustment factor is 1.0449 for secondary metered customers and 1.0345 for primary metered customers.
- 3. The Standard Supply Service (SSS) Administration Charge does not apply if you purchase your electricity through a licensed retailer.
- 4. The Debt Retirement Charge pays down the debt of the former Ontario Hydro.
- 5. The Transmission Network Charge is based on the kW peak demand established between 7 a.m. and 7 p.m., weekdays. All other demand charges are based on the monthly peak kW demand.

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# 5.4.1 AJAX/PICKERING/CLARINGTON/UXBRIDGE

	Rate	See Note
Residential: Veridian Connections Inc.: Customer Charge (per month): Delivery Charge (per kWh):	\$11.58 \$0.0112	
Charges Billed For Others: Electricity (per kWh): SSS Admin. Charge (per month): Transmission & Other (per kWh): Debt Retirement Charge (per kWh):	- \$0.25 \$0.0169 \$0.0070	(1), (2) (3) (2) (4)
General Service < 50kW: Veridian Connections Inc.: Customer Charge (per month): Delivery Charge (per kWh):	\$14.00 \$0.0173	
Charges Billed For Others: Electricity (per kWh): SSS Admin. Charge (per month): Transmission & Other (per kWh): Debt Retirement Charge (per kWh):	- \$0.25 \$0.0159 \$0.0070	(1), (2) (3) (2) (4)
General Service > 50kW, No Interval Meter: Veridian Connections Inc.: Customer Charge (per month): Delivery Charge (per kW):	\$168.92 \$3.3984	
Charges Billed For Others: Electricity (per kWh): SSS Admin. Charge (per month): Transmission Service (per kW): Wholesale Market Services (per kWh) Debt Retirement Charge (per kWh):	\$0.25 \$4.7091 \$0.0062 \$0.0070	(1), (2) (3) (2) (4)
General Service > 50kW, With Interval Meter: Veridian Connections Inc.: Customer Charge (per month): Delivery Charge (per kW):	\$168.92 \$3.3984	
Charges Billed For Others: Electricity (per kWh): SSS Admin. Charge (per month): Transmission Network Charge (per kW): Transmission Connection Charge (per kW): Wholesale Market Services (per kWh) Debt Retirement Charge (per kWh):	\$0.25 \$2.3322 \$2.3769 \$0.0062 \$0.0070	(1), (2) (3) (5) (2) (4)

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# 5.4.2 BROCK TOWNSHIP

Desidential	<u>Rate</u>	See Note
Residential: Veridian Connections Inc.:		
Customer Charge (per month):	\$12.99	
Delivery Charge (per kWh):	\$0.0092	
Charges Billed For Others:		
Electricity (per kWh):	- - -	(1), (2)
SSS Admin. Charge (per month): Transmission & Other (per kWh):	\$0.25 \$0.0169	(3) (2)
Debt Retirement Charge (per kWh):	\$0.0070	(4)
General Service < 50kW:		
Veridian Connections Inc.:		
Customer Charge (per month):	\$12.01	
Delivery Charge (per kWh):	\$0.0164	
Charges Billed For Others:		
Electricity (per kWh): SSS Admin. Charge (per month):	- \$0.25	(1), (2)
Transmission & Other (per kWh):	\$0.25 \$0.0159	(3) (2)
Debt Retirement Charge (per kWh):	\$0.0070	(4)
General Service > 50kW, No Interval Meter:		
Veridian Connections Inc.:		
Customer Charge (per month):	\$127.91 \$2.4422	
Delivery Charge (per kW):	\$3.4122	
Charges Billed For Others:		(4) (0)
Electricity (per kWh): SSS Admin. Charge (per month):	- \$0.25	(1), (2) (3)
Transmission Service (per kW):	\$4.7091	(0)
Wholesale Market Services (per kWh):	\$0.0062	(2)
Debt Retirement Charge (per kWh):	\$0.0070	(4)
General Service > 50kW, With Interval Meter: Veridian Connections Inc.:		
Customer Charge (per month):	\$127.91	
Delivery Charge (per kW):	\$3.4122	
Charges Billed For Others:		
Electricity (per kWh): SSS Admin. Charge (per month):	- \$0.25	(1), (2)
Transmission Network Charge (per kW):	\$2.3322	(3) (5)
Transmission Connection Charge (per kW):	\$2.3769	
Wholesale Market Services (per kWh):  Debt Retirement Charge (per kWh):	\$0.0062 \$0.0070	(2) (4)
Door Rothern Onlarge (per KWII).	ψυ.υυτυ	(7)

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# 5.4.3 PORT HOPE

Desidential	<u>Rate</u>	See Note
Residential: Veridian Connections Inc.:		
Customer Charge (per month):	\$10.71	
Delivery Charge (per kWh):	\$0.0088	
Charges Billed For Others: Electricity (per kWh): SSS Admin. Charge (per month): Transmission & Other (per kWh): Debt Retirement Charge (per kWh):	\$0.25 \$0.0169 \$0.0070	(1), (2) (3) (2) (4)
General Service < 50kW:		
Veridian Connections Inc.:	<b>45.00</b>	
Customer Charge (per month): Delivery Charge (per kWh):	\$5.96 \$0.0098	
Delivery Charge (per kwin).	ψ0.0030	
Charges Billed For Others:		
Electricity (per kWh): SSS Admin. Charge (per month):	- \$0.25	(1), (2)
Transmission & Other (per kWh):	\$0.25 \$0.0159	(3) (2)
Debt Retirement Charge (per kWh):	\$0.0070	(4)
Conoral Service > FORW No Interval Meter		
General Service > 50kW, No Interval Meter: Veridian Connections Inc.:		
Customer Charge (per month):	\$88.25	
Delivery Charge (per kW):	\$2.9470	
Charges Billed For Others:		
Electricity (per kWh):	-	(1), (2)
SSS Admin. Charge (per month):	\$0.25	(3)
Transmission Service (per kW): Wholesale Market Services (per kWh):	\$4.7091 \$0.0062	(2)
Debt Retirement Charge (per kWh):	\$0.0002	(2) (4)
- "	·	( )
General Service > 50kW, With Interval Meter: Veridian Connections Inc.:		
Customer Charge (per month):	\$88.25	
Delivery Charge (per kW):	\$2.9470	
Charges Billed For Others:		
Electricity (per kWh):	-	(1), (2)
SSS Admin. Charge (per month):	\$0.25	(3)
Transmission Network Charge (per kW): Transmission Connection Charge (per kW):	\$2.3322 \$2.3769	(5)
Wholesale Market Services (per kWh):	\$0.0062	(2)
Debt Retirement Charge (per kWh):	\$0.0070	(4)

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# 5.4.4 BELLEVILLE

	<u>Rate</u>	See Note
Residential: Veridian Connections Inc.: Customer Charge (per month): Delivery Charge (per kWh):	\$8.47 \$0.0125	
Charges Billed For Others: Electricity (per kWh): SSS Admin. Charge (per month): Transmission & Other (per kWh): Debt Retirement Charge (per kWh):	- \$0.25 \$0.0169 \$0.0070	(1), (2) (3) (2) (4)
General Service < 50kW: Veridian Connections Inc.: Customer Charge (per month): Delivery Charge (per kWh):	\$19.85 \$0.0076	
Charges Billed For Others: Electricity (per kWh): SSS Admin. Charge (per month): Transmission & Other (per kWh): Debt Retirement Charge (per kWh):	- \$0.25 \$0.0159 \$0.0070	(1), (2) (3) (2) (4)
General Service > 50kW, No Interval Meter: Veridian Connections Inc.: Customer Charge (per month): Delivery Charge (per kW):	\$53.45 \$0.2731	
Charges Billed For Others: Electricity (per kWh): SSS Admin. Charge (per month): Transmission Service (per kW): Wholesale Market Services (per kWh): Debt Retirement Charge (per kWh):	\$0.25 \$4.7091 \$0.0062 \$0.0070	(1), (2) (3) (2) (4)
General Service > 50kW, With Interval Meter: Veridian Connections Inc.: Customer Charge (per month): Delivery Charge (per kW):	\$53.45 \$0.2731	
Charges Billed For Others: Electricity (per kWh): SSS Admin. Charge (per month): Transmission Network Charge (per kW): Transmission Connection Charge (per kW): Wholesale Market Services (per kWh): Debt Retirement Charge (per kWh):	\$0.25 \$2.3322 \$2.3769 \$0.0062 \$0.0070	(1), (2) (3) (5) (2) (4)

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# 5.4.5 SPECIFIC SERVICE CHARGES

Description	Veridian (Ajax/Pick./ Clarington/ Uxbridge)	Brock Hydro	Port Hope Hydro	Belleville Utilities
New Account Setup	\$9.10	\$8.80	\$8.80	\$11.00
Arrears Certificate	\$10.70	\$10.00	\$8.35	\$12.00
Late Payment Charge (per month)	1.5%	1.5%	1.5%	1.5%
(per annum) Returned Cheque Charge - actual bank	19.56%	19.56%	19.56%	19.56%
charges plus	\$8.80	\$8.00	\$9.00	\$9.00
Collection of Account charge Disconnect/Reconnect Charges (non payment of account):	\$8.90	\$8.80	\$9.00	\$9.00
- During Regular Hours	\$18.90	\$17.60	\$20.00	\$20.00
- After Hours	\$33.90	-	\$50.00	\$50.00
Dispute involvement charge	\$7.70	-	-	-
Transformer Ownership Allowance - per kW Low Voltage Service Connections (per	\$0.60	\$0.60	\$0.60	\$0.60
connection)  Low voltage temporary service connection &	\$121.50	-	-	-
removal (per service)  Temporary pole mount transformer	\$420.56	-	-	\$163.00
installation & removal (per transf.)  Low Voltage Service Connections - General	\$1,658.88	-	-	-
Service (per connection) Sale of #2 triplex overhead service	-	-	\$100.00	-
conductor (per metre) Sale of 1/0 triplex overhead service	\$2.10	-	-	-
conductor (per metre) Sale of 3/0, 600 volt underground service	\$3.04	-	-	-
cable (per metre) Sale of 250 MCM, 600 volt underground	\$7.00	-	-	-
service cable (per metre)	\$14.00	-	-	-

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# 5.5 FORM 1

# **CUSTOMER CONTRACT (GENERAL ARRANGEMENT)**



1465 Pickering Parkway, Suite 200 Pickering, ON., L1V 7G7

TEL 905-420-8440/ 1-888-420-070 FAX 905-837-7861

ELECTRICAL SERVICE & ENERGY CONTRACT				
Name:	Account No:			
Service Address:	Date of Occupancy:			
Deposit Requested:	<del></del>			
Mailing Address:	Date Received:			
Received By:				
The undersigned, hereinafter called the "Custome hereinafter called "Veridian", to make the necessal above premises, owned by:	er", hereby requests Veridian Connections Inc., ary service connections and to supply electricity at the			
	and occupied by (If Owner mark "Same")			
The Customer and Veridian agree to comply with Veridian's published Conditions of Service ("Conditions") as revised from time to time and as approved by the Ontario Energy Board, noting particularly those terms on Page 2 hereof which terms are part of the Conditions, and agree that the said Conditions are part of this contract, and that the Conditions govern the Customers taking and Veridian delivering of electrical service to the premises.				
The Customer further agrees to pay Veridian at toconnected.	the authorized rates from the date on which the service is			
Veridian will make every effort to ensure bills are accurate, however billing errors can occur. Veridian reserves the right to collect on under billed amounts at any time.				
RESIDENTIAL				
Owner/Tenant:	Home Phone:			
Landlord's Name:	Place of Employment:			
Landlord's Address:	Business Phone:			
S.I.N No.:	Driver's License No.:			
COMMERCIAL				
Company Owner/Official:	Title:			
Residential Address:	Business Phone:			
Home Phone:	Business Phone:			
Type of Business:	Area of Premises (ft2):			
Property Owner:	Owner's Address:			

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l,Print Name	am duly authorized to sign on behalf of	Incorporation name or if residential, your address
And do accept the contract as state	ed,Signature	
Accepted on behalf of Veridian by:	on	date

#### **TERMS**

Veridian reserves the right to discontinue service, without notice, on all accounts unpaid 14 days after due date, and in the event of such discontinuance, Veridian shall not be liable for any loss or damage occasioned thereby, and the customer does hereby waive all claims in law and in equity for all loss, damage, and inconvenience which may hereafter be caused by Veridian exercising such right of discontinuance of service.

An interest charge of 1.5% per month shall apply to all accounts not paid in full on or before the due date.

- 1. Veridian may revise the authorized rates from time to time, subject to the approval of the Ontario Energy Board.
- 2. The Customer agrees to provide and maintain convenient and safe space either inside a building or outside on the premises as Veridian shall decide, free of charge or rent, for Veridian's meters, poles, wires, cables, transformers and other appliances, and that the properly authorized servants, agents and workers of Veridian, together with all necessary tools, equipment and materials, shall at all reasonable hours have free access to the premises for the purpose of reading, examining, repairing or removing the meters, wires, transformers, and other appliances, and further agrees that no one who is not a servant or agent of Veridian or otherwise lawfully entitled to do so, shall be permitted to remove, inspect or tamper with any of the said equipment of Veridian. Space provided by the Customer for Veridian's meters, wires, transformers, and other appliances shall not have an alarmed door, and/or a security system hindering access.
- 3. Meters and all other appliances of Veridian in the premises, shall be in the care and at the risk of the Customer and if destroyed or damaged by fire, or any cause whatsoever other than ordinary wear and tear, the Customer shall be liable to pay to Veridian the value of such meters and appliances or the cost of repairing or replacing same.
- 4. The Customer acknowledges that Veridian, at its option, may remove the meters and all other material and appliances installed at its expense and cut off the supply of electricity and terminate this contract whenever default is made in payment of any indebtedness of the Customer to Veridian whether incurred under this Contract or otherwise, including without limitation whenever default is made in giving security, when requested, or upon violation by the customer of any of the terms of this contract.
- 5. Veridian will use all reasonable diligence to provide a continuous supply of power hereunder, but will not be responsible for failure to do so by reason of damage to Veridian's lines or other works, breakdown thereof, act of God, or any other cause beyond Veridian's control, nor does it guarantee the maintenance of unvaried frequency or voltage, and Veridian will not be liable to the Customer for any loss, damage or injury resulting from failure to supply power by reason of any of the causes aforesaid or to maintain a constant frequency or voltage or for any cause whatsoever. The Customer acknowledges that three-phase electricity delivered to the premises may and will at times operate with only two phases or one phase as a result of the normal operation of Veridian's

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protective devices in the power delivery system, and that the Customer must install equipment on their service at their expense to protect against such single phasing. Veridian will not be liable for any damages to the Customer as a result of such operation.

- 6. The Customer agrees that on request of Veridian they will provide such security as Veridian may require to be held by Veridian as a guarantee that the Customer will fulfill all the terms of this contract.
- 7. The point of delivery of service and energy hereunder shall be a point on the Customer's premises satisfactory to Veridian. The Customer shall take delivery at the said point and shall from that point provide all works necessary, and shall construct, maintain and operate the said works safely and efficiently, all in accordance with the Regulations of the Electrical Safety Authority at the Customer's expense.
- 8. The Customer will provide all wiring on the premises and all lines connecting the premises with the point of delivery and shall maintain the same with proper devices, the whole according to the requirements of the Canadian Fire Underwriters' Association, the Electrical Safety Authority, and any other authority governing the supply.
- 9. It is agreed that the signature of the parties hereto shall be binding upon their successors or assigns and that the vacating of the premises herein named shall not release the Customer from this contract except at the option and by written consent of Veridian.
- 10. If required for the purpose of fixing the basis of billing, the Customer hereby authorizes Veridian to install necessary devices at the Customer's expense or to make tests to determine the amount of power used. The Customer agrees to advise Veridian, in writing, of any increase in load of apparatus. Such written notice to be given at a reasonable time before the change is affected and acknowledged by Veridian in writing otherwise the Customer will assume full responsibility for any damage to Veridian's equipment.
- 11. All electrical equipment used by the Customer shall be subject to the reasonable approval of Veridian, failing which Veridian reserves the right to withhold the supply. If the Customer makes use of the electrical energy supplied so as to interfere with the supply to other customers or with the satisfactory distribution of the general supply, Veridian reserves the right to disconnect the supply to the Customer with or without notice. Where special supply facilities are required by Veridian and provided by Veridian, special charges will apply.
- 12. If the Customer is not the owner of the premises, or of intervening property, the Customer agrees to obtain from the property owner or owners, the necessary consent to the installation and maintenance in the said premises and in or about such intervening property of all such wiring or other equipment as may be necessary or convenient for the supply of electrical energy under this contract.
- 13. If a meter in any month ceases to register or has registered incorrectly, the Customer shall pay for the energy supplied during such month, a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises, due regard being given to any change in character of the installation and/or the demand.
- 14. Veridian shall not be liable under this contract for damages resulting from the presence of Veridian's appliances on the Customer's premises.

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