Burlington hydro inc.

CONDITIONS OF SERVICE

To Take Effect January 1, 2024

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Section 1 Introduction

1.1 Identification of Distributor and Service Area

Burlington Hydro Inc., referred to herein as "BHI", is a corporation incorporated under the laws of the Province of Ontario to distribute electricity to Customers within its licensed service area. BHI is licensed by the Ontario Energy Board ("OEB") to operate distribution facilities within the Municipality of the City of Burlington, Ontario, as defined in its Electricity Distribution Licence ED-2003-0004 ("Distribution Licence"). Please refer to Schedule 1 of BHI's Electricity Distribution License ED-2003-0004 for a detailed description of BHI's service area.

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

1.2 Related Codes, and Governing Laws

The supply of electricity or related services by BHI to any Customer shall be subject to various laws, Regulations and Codes, including, but not limited to, applicable provisions of the latest editions of the following and Regulations thereunder:

a) Electricity Act, 1998;

b) Ontario Energy Board Act, 1998;

c) BHI's Distribution Licence;

d) Affiliate Relationships Code ("ARC");

e) Distribution System Code ("DSC");

f) Retail Settlement Code ("RSC");

g) Standard Supply Service Code ("SSSC");

h) Transmission System Code ("TSC");

i) Electricity and Gas Inspection Act;

j) Ontario Underground Infrastructure Notification System Act, 2012;

k) Ontario Electrical Safety Code ("OESC");

l) Public Service Works on Highways Act;

m) Market Rules for the Ontario Electricity Market;

n) Canadian Standards Association;

o) Personal Information Protection and Electronic Documents Act ("PIPEDA");

p) Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA");

q) Occupational Health and Safety Act ("OHSA");

r) Ontario Regulation 22/04 Electrical Distribution Safety; and

s) Accessibility for Ontarians with Disabilities Act, 2005.

In addition, BHI must comply with all applicable Ontario Energy Board Decisions and Orders.

In the event of a conflict between these Conditions of Service and BHI's Distribution License, or any of the Codes, Acts or Regulations listed above, the License, Code or Act listed above shall prevail. In the event of a conflict between these Conditions of Service and a connection agreement executed between the Customer and BHI, the connection agreement shall govern.

Customers and their agents must plan and design the required electricity service in adherence to all applicable provincial and Canadian Electrical Codes, and all other applicable Federal, Provincial and Municipal laws, regulations, codes, and by-laws. All work, on the BHI distribution system, shall be conducted in accordance with the latest edition of the OHSA, O. Reg. 213/91: Construction Projects under the OHSA; and the Electrical Utility Safety Rules published by the Infrastructure Health & Safety Association ("IHSA").

1.3 Interpretation

In these Conditions of Service, unless the context otherwise requires:

a) Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of these Conditions of Service;

b) Words referring to the singular include the plural and vice versa;

c) Words referring to a gender include any gender;

d) Unless otherwise defined in this document, words and phrases shall have the meaning ascribed to them in the *Ontario Energy Board Act* or the *Electricity Act*,

e) A reference to a document, or a provision of a document, includes any amendment or supplement to, or any replacement of, that document or that provision of that document; and

f) Any reference to duration of time in working days shall be a reference to the normal working days of BHI and will not include any weekends, statutory holidays or holidays recognized by BHI.

1.4 Amendments and Changes

The provisions of these Conditions of Service and any amendments made from time-to-time form part of any Contract made between BHI and any connected Customer, Generator, Retailer, or their agents.

These Conditions of Service supersede all previous Conditions of Service, oral or written, of BHI or its predecessor Burlington Hydro-Electric Commission as of the effective date of these Conditions of Service.

In the event of any changes to these Conditions of Service, an advance public notice will be provided on or with each Customer's bill as per Section 2.4.8 of the DSC. Should customers wish to provide comments, they shall do so within the period of time and as identified in any such notice.

The Customer is responsible for contacting BHI to ensure it has obtained the current version of these Conditions of Service. BHI may charge a reasonable fee for providing the Customer with a copy of this document.

The current version of these Conditions of Service is also posted on the BHI's website and can be downloaded from www.burlingtonhydro.com.

1.5 Contact Information

BHI can be contacted during normal working hours (Monday to Friday: between 8:30am and 4:30pm) at (905) 332-1851, by fax at (905) 332-9644, by e-mail to cservice@burlingtonhydro.com or by writing to:

Burlington Hydro Inc.
1340 Brant Street
Burlington, Ontario L7R 3Z7

In the event of an emergency, outside of normal working hours, BHI's answering service can be contacted by telephone at 1-877-310-4937.

1.6 Customer Rights and Obligations

1.6.1 Right to Electricity

All Customers shall have non-discriminatory access to BHI's Distribution system and services in accordance with the terms of these Conditions of Service and the applicable Acts, Regulations, and Codes and License(s). BHI shall only be liable to a Customer and a Customer shall only be liable to BHI for any damages that arise directly out of the willful misconduct or negligence of:

- BHI in providing Distribution Services to the Customer;
- Customer in being connected to BHI's Distribution System; and
- BHI or the Customer in meeting their respective obligations under these Conditions of Service, license(s) and any other applicable law.

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

The Customer shall indemnify and hold harmless BHI, its directors, officers, employees, and authorized agents from any claims made by any third parties related to the construction, installation, or connection of a Customer, developer, or generation facility by or on behalf of the Customer, developer, or generator.

1.6.2 Accuracy of Information

The Customer has an obligation to provide BHI with information that is true, complete, and accurate. The information is used to provide Customer service, to deliver and/or supply energy, to manage Customer accounts and to assess credit history regarding the need for a security deposit. BHI may verify the accuracy of all information provided and may obtain additional credit information from a credit-reporting agency as required. If BHI is unable to establish the identity of the Customer based upon the information provided by the Customer, BHI may disconnect the Customer in accordance with Section 2.2 of these Conditions of Service.

1.6.3 Accounts with more than one Person

If an account is opened in more than one person's name, all such persons are Customers and are jointly and severally responsible for compliance with these Conditions of Service and to pay the Rates and charges in accordance with these Conditions of Service.

1.6.4 Customer Equipment

The Customer is responsible for installation and maintenance of Customer Equipment, including vegetation maintenance around the Customer's power lines. Customer Equipment includes, but is not limited to, power lines, poles, and the meter base.

The Customer will comply with all aspects of the OESC 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 a timely fashion. If the Customer does not take such action within a reasonable time, BHI may disconnect the supply of power to the Customer.

The Customer's equipment shall comply with the limitations for permissible distortion caused by harmonic currents and voltages described in the latest version of the Institute of Electrical and Electronic Engineers (IEEE) standard 519, *IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems*, and shall not cause the voltage distortion factor to exceed 5% of the fundamental frequency voltage at the connection point to BHI's distribution system.

Customers shall ensure that their electrical equipment does not cause any unacceptable voltage fluctuations, voltage unbalance, harmonics, or other disturbances that could affect other Customers connected to the distribution system, or BHI's facilities and equipment. Examples of equipment which may cause disturbances are large motors, welders, and variable speed drives. In planning the installation of such equipment, the Customer is required to consult with BHI.

For certain high voltage connections as noted later herein, BHI'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 communicated by BHI during the consultation phase and as a condition of approval of the Customer's design(s).

Where applicable, Customer Equipment shall be subject to the reasonable acceptance of BHI and the approval of the Electrical Safety Authority ("ESA"). BHI's approval of any Customer Equipment is solely for the purposes of BHI's protection of the Distribution System. The Customer is solely responsible for protecting their own property.

1.6.5 Equipment Repair and Maintenance

The Customer shall inspect the Customer Equipment at regular intervals. Clearances must conform to the OESC. The Customer shall repair or replace, in a timely fashion, any Customer Equipment, including, but not limited to, poles and transformer foundation and grounding, that may affect the safety, integrity or reliability of the Distribution System. If the Customer does not take such action, BHI may disconnect the supply of power to the Customer. BHI's policies and procedures with respect to the disconnection process are further described in these Conditions of Service.

If the Customer does not carry out its repairs within a reasonable time, or the repairs are not considered adequate by BHI or an inspection authority, BHI may disconnect the supply of electricity to the Customer in accordance with Section 2.2 and/or carry out the repairs at the Customer's expense, and BHI shall not be liable to the Customer for any damages arising as a result thereof.

1.6.6 Trees and Vegetation Management

Customers are responsible for all initial and continuing tree trimming, tree and brush removal for all new and existing Customer owned Secondary and Primary Services on a Customer's property. Clearances must conform to the OESC. BHI strongly recommends that a certified utility arborist or a qualified electrical contractor be hired for this work.

Customer responsibility for trimming, tree and brush removal does not include BHI owned non-service Secondary and Primary wires on poles in rear-lots, easements, and rights-of-way.

Customers and their contractors are required to contact BHI to obtain isolation for vegetation work within 10' (3.0m) of Primary lines, or anytime vegetation above Primary lines is being trimmed or removed.

1.6.7 Responsibility for Damage to BHI Facilities and Equipment

BHI Facilities and Equipment located on the Customer's premises are in the care of and at the risk of the Customer. If any of BHI's Facilities and Equipment are damaged or destroyed by fire or any other cause other than ordinary wear and tear, the Customer shall pay BHI either, at BHI's sole discretion, the value of said BHI Facilities and Equipment or the cost of repairing or replacing same.

The Customer shall not build, or cause to be built, plant, place or maintain any structure, tree, shrub or landscaping or other thing that would or could result in the obstruction of access to, the operation of or endanger all or any part of the BHI Facilities and Equipment, interfere with the proper and safe operation of all or any part of the BHI Facilities and Equipment or all or any part of the Distribution

System or any part thereof or affect BHI's compliance with any Applicable Laws, in the sole opinion of BHI.

1.6.8 Automatic Reclosing Facilities

In order to restore the Distribution System, BHI installs facilities for automatic reclosing of circuit breakers and reclosers, and from time to time may change the reclosing time of any such reclosing facilities. The Customer shall be responsible for providing at its own expense:

a) adequate protective equipment for any electrical apparatus or equipment which might be adversely affected by reclosing facilities;

b) adequate protective equipment for any electrical apparatus or equipment which utilizes multiple phases and might be adversely affected by the loss of one or more phases; and

c) such equipment as may be required for the proper disconnection and reconnection of any apparatus or equipment of the Customer, without adversely affecting the proper functioning of the reclosing facilities.

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

1.6.9 Customer's Obligation to Install and Maintain Civil Works

The Customer is responsible for installing and maintaining all civil works (including vaults, pads, pulling chambers, underground conduits) on the Customer's property on which and on which BHI has installed its electrical distribution assets. Where the Customer has requested that BHI install electrical distribution assets in a location on the Customer's property with limited access such as a vault, the Customer shall be responsible for providing BHI with access to the vault to install, inspect, maintain, repair, and replace BHI's equipment.

The Customer shall also be responsible for maintaining such a vault in good condition and shall make any repairs requested by BHI to the vault, its seals, drains, pumps, ventilation fans and structure. The Customer shall respond forthwith to BHI's request to provide access, repair, or maintain any civil structures on the Customer's property.

Customers cannot install infrastructure on public rights-of-way. All civil infrastructure on public rights-of-way or properties other than the Customer's property, must be installed by BHI.

1.7 Distributor Rights

1.7.1 Space and Access

BHI shall have access to the Customer's and/or Owner's property as provided in accordance with section 40 of the Electricity Act. The Customer and/or Owner shall provide to BHI safe, secure, unobstructed, and unimpeded access to BHI's facilities and equipment on the Customer's and/or Owner's property or approaches thereto, free of charge or rent. BHI assumes no risk and under no circumstances will BHI be

liable for any damages resulting from, arising out of, or related to the presence of BHI's facilities and equipment. The Customer shall not allow anyone other than an employee, or authorized agent of BHI, or a person lawfully entitled to do so, to repair, remove, replace, alter, inspect, or tamper with BHI's facilities and equipment on the Customer's and/or Owner's premises.

Access to meters or meter rooms must be available from outside the Customer's and/or Owner's premises with key access provided to BHI. BHI's Engineering Department must approve any exceptions to this requirement in writing.

It is the Customer's and/or Owner's responsibility to ensure that all BHI owned equipment located on private or public property is kept clear of any obstacles in order to facilitate regular or emergency maintenance and/or inspections. Obstructions may include vegetation, structures, and landscaping. Removal of any obstruction by BHI will be at the expense of the Customer and/or Owner.

Any transformers required to be installed within a Customer building must be Customer-owned transformers. In the case of Customer-owned transformers, a vault room for BHI switching facilities may be required and the requirements will be provided by BHI during the construction planning process. The requirement to provide such a vault room will be a condition of provision of service. Customers are required to maintain vault rooms in clean and serviceable condition, free from debris. BHI will work with Customers to facilitate entry where required to remediate deficiencies.

Where legacy BHI transformers are installed within building vault rooms and the Customer requires an upgrade or new service, such transformers are required to be relocated outside of the building to a new pad mounted transformer or to be replaced with a suitable Customer-owned transformer. BHI is not responsible for costs associated with replacing and relocating a legacy vault room installed transformer due to Customer upgrades or new services.

1.7.2 Tree and Vegetation Management and Removal of Obstructions

To ensure public safety and the continued reliable operation of the Distribution System BHI maintains its rights of way on a continual and cyclical basis. The timing of this periodic re-clearing of existing rights of way is determined by system assessments, rights of way limitations, storm damage, diseased trees, and vegetation type. Re-clearing of rights of way typically affects trees and vegetation on private property. BHI will endeavor to notify and discuss the planned re-clearing of existing rights of way with property owners prior to performing the work in order to mitigate the impacts to the environment and the property. However, in the event of safety hazard/power restoration, BHI may be unable to notify the property owner prior to performing the work.

In any event, pursuant to the Electricity Act, BHI may enter any land for the purpose of cutting down or removing trees, branches, or other obstructions, if in the opinion of BHI, it is necessary to do so to maintain the safe and reliable operation of the Distribution System.

BHI is not responsible for the coordination or costs related to reinstating unauthorized obstructions that are removed to facilitate work or repairs to the distribution system or customer services.

1.7.3 Customer Requested Disconnection

When a Customer requests a disconnection and a reconnection of its supply of electricity then the Customer shall pay a fair and reasonable charge based on cost recovery principles or pay the applicable fees in accordance with the charges presented in the Standard Service Charges listing of BHI's Tariff of Rates and Charges, which can be found on its website at www.burlingtonhydro.com.

Upgrades or changes to Customer Equipment may require a service layout or new Offer to Connect ("OTC") and operating agreement. Customers must coordinate any requirements with BHI's Engineering Department at least four weeks (20 business days) prior to performing upgrades or changes.

For the period of isolation, the Customer will still be required to pay all fixed monthly charges applicable to the service.

1.7.4 Ability to Transfer Arrears from One Account to Another

BHI shall have the right to transfer arrears for Distribution Services, electricity supplied, or other services provided by BHI from one account in a Customer(s) name to any other account in that same Customer(s) name irrespective of rate classification or whether either account is in the name of other person(s) in addition to the Customer.

1.7.5 BHI Staff Safety

BHI has a Health and Safety Management System (HSMS) which includes a comprehensive set of safety policies and work practices that its' staff are required to comply with in the course of their work. These policies and practices may limit BHI's response to Customer trouble calls and other system maintenance and upgrades under adverse weather or unsafe working conditions. BHI reserves the right, in its sole discretion, to suspend any work on its system until safe working conditions for its staff can be assured.

1.7.6 Underground Cable Locating

If a customer will be exposing BHI owned cables, charges may apply at BHI's discretion for isolation. If isolation is not practical, then charges may apply for a BHI representative to stand-by during the Customer's work. Scheduling of isolations is subject to the customer executing any required documents and making any required payments, and the timing of the isolation is dependent on BHI resource availability. BHI is not responsible for any costs incurred by customers or their representatives due to delays or changes to work plans due to timing of isolations or layouts.

Customers or their contractors are required to obtain locates prior to excavation in accordance with the Ontario Underground Infrastructure Notification System Act, 2012.

1.7.7 Planned Interruptions

From time-to-time BHI 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, regardless of time or season. BHI will minimize such interruptions as much as practical, as respect for the inconvenience to its Customers. When interruptions are necessary, reasonable notice will 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 the risk of personal injury or damage to equipment or property.

Interruptions to perform upgrades, maintenance or new installations on the distribution system or associated services may occur at any time during the year. BHI is not responsible for any costs incurred by customers due to planned interruptions of the supply of electrical energy.

Customers requiring a higher degree of secure supply than that of normal supply as provided pursuant to these Conditions of Service are responsible for providing their own back-up or standby facilities and any associated costs.

1.7.8 Defective Customer Equipment

The Customer will be required, at their cost, to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of BHI's distribution system. If the Customer does not take such action within a reasonable time, BHI may disconnect the supply of power to the Customer. BHI's policies and procedures with respect to the disconnection process are further described in Section 2.2 of these Conditions of Service.

The Customer is responsible for the ongoing maintenance and good repair of their electrical service equipment. If any of the other items associated with the electrical equipment require repair or replacement, the new equipment or repair shall comply with all current codes, regulations, and specifications.

BHI may inform other parties of defective Customer equipment, including but not limited to the Ministry of Labour, ESA, or other bodies.

1.7.9 Testing Customer's Load

The Customer shall allow BHI to install and use meters and/or other power quality test equipment to conduct tests to determine the electrical characteristics of the Customer's load/generation.

1.7.10 Force Majeure

Neither BHI nor a Customer shall be held to have committed an event of default in respect of any obligation under these Conditions of Service if prevented from performing that obligation, in whole or in part, because of a force majeure event pursuant to subsection 2.3 of the DSC.

1.8 Disputes

Any dispute between Customers or Retailers and BHI shall be settled according to the dispute resolution process below, as specified in Section 16 of BHI's Distribution License.

1.8.1 Dispute Resolution Process

In the event that a dispute occurs, Customers may contact a Customer Care Representative during normal working hours (Monday to Friday: between 8:30am and 4:30pm) at (905) 332-1851, by fax at (905) 332-9644, by e-mail to cservice@burlingtonhydro.com or by writing to:

Burlington Hydro Inc.
1340 Brant Street
Burlington, Ontario L7R 3Z7.

A Customer Care Representative will attempt to resolve the dispute. However, if that is not possible the dispute will be escalated to the appropriate level within BHI.

In the event that the dispute cannot be resolved with BHI, it may be referred to the OEB.

Section 2 Distribution Activities (General)

2.1 Connections

Under the terms of the DSC, BHI has an obligation either to connect or to make an OTC to any Customer that is within its service area. If the Customer is not the registered landowner, BHI must have the written consent of the registered landowner in order to enter into any agreement (including an OTC).

The Customer or the Customer's representative is required to apply for new or upgraded electrical services, temporary electrical services, and disconnection of existing electrical services in writing. The Customer will provide BHI with sufficient lead-time in order to ensure:

- the timely provision of the removal of an existing service or supply of a new or upgraded electrical service or temporary electrical services to a premise; or
- the availability of adequate capacity for additional loads to be connected to the distribution system and/or premises.

Prior to the preparation of a design for a service, the Customer or the Customer's representative is required to consult with BHI concerning the availability of supply, the supply voltage, service location, metering, and any other details. Not all standard voltage offerings are available at every location. The Customer must consult with BHI to determine what voltage is available at a particular site, and the Customer is required to obtain prior approval from BHI for the use of a specific voltage at a specific location. These requirements are separate from and in addition to those of the ESA. BHI will confirm, in writing, the characteristics of the electricity supply.

BHI will make every effort to respond to a Customer's written request for a Customer connection within fifteen (15) calendar days of receipt of the written request. BHI will make an OTC 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. BHI will notify the Customer of any extended lead times that may be necessary if the connection process requires special equipment or if equipment delivery problems arise.

BHI does not guarantee the availability of what may have been the on-site capacity of a property or facility at the time service was removed due to the dynamic nature of the electrical distribution system. Customers are encouraged to make capacity queries on specific properties as early as possible so that BHI may confirm the availability of capacity.

In addition to any other requirements in these Conditions of Service, the connection of the Customer and the supply of electricity are conditional upon:

- BHI being permitted and able to provide such supply;
- BHI being able to obtain the necessary apparatus, material, and easements;
- BHI being able to construct any necessary works required to provide the service; and

- The Customer having made an application, providing the necessary service details, accepting an OTC and paying any monies owed.

Should BHI not be able to meet the conditions specified, BHI shall have no obligation to connect or supply, and the Customer hereby releases BHI from any such obligation or liability associated therewith.

2.1.1 Building That Lies Along

For the purpose of these Conditions of Service, "lies along" means a property or parcel of land that is directly adjacent to or abuts onto the public road allowance where BHI has distribution facility with appropriate voltage and adequate capacity.

Under the terms of the DSC and as provided in Section 28 of the *Electricity Act*, BHI has the obligation to connect a building or facility that "lies along" its distribution line, provided:

- the building can be connected to BHI's distribution system without an expansion or enhancement; and
- the service installation meets the conditions listed in the Conditions of Service.

The location of the Customer's service entrance equipment is subject to the approval of BHI and the ESA.

BHI will designate the point of supply on its distribution system for all primary and secondary services. In some cases, the point of supply could be located on an adjacent property for which BHI has an easement. Service connection facilities, except for a basic overhead connection for residential services, are provided at the Customer's cost. BHI provides a Basic Connection at no charge to all residential Customers. A Basic Connection is defined as the actual or equivalent costs to supply and install overhead distribution transformer capacity and up to 30 meters of overhead service conductor.

All Customers may be subject to a variable connection charge to cover the costs associated with the installation of connection assets above and beyond the Basic Connection. The variable connection charges may include, but are not limited to, the following:

i. the cost of the supply and installation of BHI-supplied overhead and underground secondary wire;

ii. the supply and installation of poles, anchors, all conductor, hardware, and structures, as required;

iii. the costs of all changes required to the Distribution System including pole changes, anchoring, or perimeter adjustments.

iv. The supply and installation of ducts, conduits, foundations, and structures, as required;

v. Obtaining any required permits, easements, or access agreements, as required by BHI;

vi. The supply and installation of transformation where transformation is dedicated to a single property, development, or Customer;

vii. The costs of all changes to landscaping, vegetation, paving or other surfaces or obstructions as required to install distribution equipment or services;

viii. Removal or relocation of existing equipment, or the provision of new equipment in new locations, including labour, contracting costs and materials, if the Customer and/or Owner rebuilds its existing facilities and that affects/alters the connection to BHI's distribution system.

Where applicable and at their own expense, Customers will also be responsible for:

A. any easements or property agreements as required by BHI;

B. the cost of any fees, permits, or other permissions required to connect the service;

C. the supply of tree and vegetation management on a Customer's property. BHI will trim or remove the Customer's vegetation at the Customer's expense to enable access by BHI to BHI assets and facilities. The Customer will be responsible for the removal of debris and branches trimmed from vegetation on the Customer's property.

D. the cost of any work that BHI performs, including labour and material, if the Customer and/or Owner rebuilds its existing facilities and that affects/alters the connection to BHI's distribution system.

A building that "lies along" a distribution line may be refused connection to that line should the distribution line not have sufficient capacity for the requested connection, or the connection would not be acceptable for the safety of any party. BHI reserves the right to determine the point of supply and route to supply the Customer.

The above terms may also apply to Customers requiring a service capacity increase.

2.1.2 Expansions / Offer to Connect

2.1.2.1 General

Under the terms of the DSC, BHI has the Obligation to make an Offer to Connect any building that is in its service territory that cannot be connected without an expansion, or "lies along" its distribution system, but may be denied connection for the reasons described in section 2.1.3. The offer, if requested, will be based on an estimate of the costs of the expansion according to BHI's design standards. An expansion is required when:

- New facilities and/or equipment are added to BHI's system. Such facilities, equipment or modifications may occur at any location in the distribution system to facilitate the upgrade or connection request; or
- Requirement for an increase in capacity of BHI's distribution system to connect a new Customer.

Where an expansion is required, the entire development will be treated as an expansion and, consequently, the Customer is not eligible for a Basic Connection as detailed in section 2.1.1.

BHI will perform an economic evaluation for every expansion project. For Customers other than Embedded Generators, the economic evaluation will be based on BHI's estimate of the Customer's monthly consumption or demand. In deriving this estimate BHI will consider loading information provided by the Customer or reasonably determined parameters based on the project or development. That is, where the load and/or Customer requirements are unknown or cannot be estimated, loading based on development parameters and available historical information will be used in the economic evaluation of the project.

The amount that BHI charges a Customer for the expansion, other than an Embedded Generator, will include the calculated difference in present value between the projected capital and ongoing operating expenses and the projected revenue for distribution services due to the expansion, along with other expenses permitted under the DSC. If after calculating the economic evaluation of the project the Net Present Value ("NPV") of the costs and revenues associated with the expansion is less than zero (i.e. negative), a capital contribution by the Customer in the amount of the shortfall shall be required. The methodology for conducting this economic evaluation is consistent with Appendix B of the DSC.

Dedicated supplies or multiple redundant supplies are above and beyond a Basic Connection offering and are not considered system expansions nor are they eligible for consideration in an economic evaluation. In such cases the Customer/Developer will be required to pay all of the costs associated with such a supply arrangement.

2.1.2.2 Expansion Request Requirements from Customer

When an expansion is requested or required, the Customer will first be required to provide information relevant to the project.

Prior to the preparation of a design for a service, the Customer, or its authorized representative, shall complete an application form which details all the requirements to begin the design. The application form is available on BHI's website. The Customer shall submit the application at least six (6) months prior to the proposed in-service date.

Where project drawings are required by BHI for the review of items under its jurisdiction, the Customer or its authorized representative shall ensure that proposal drawings are provided in full compliance with BHI's standards. Review of project drawings by BHI shall not relieve the Customer of its responsibility for full compliance with BHI's standards and all relevant standards and statutes.

For new subdivision expansions, BHI will oversee the developer's consultant with regard to planning and design. A Customer is required to enter into BHI's Standard Subdivision Agreement prior to BHI proceeding with the processing of a subdivision expansion project. All BHI supplemental specifications for subdivisions and townhouse projects will be enforced and all materials and developer contractors must be approved by BHI.

2.1.2.3 Offer to Connect

If an expansion of the distribution system is required to facilitate a connection, BHI will perform an economic evaluation in accordance with the guidelines set out in the DSC. These guidelines establish the terms under which a capital contribution may be required from the Customer.

BHI performs the economic evaluation using a Discounted Cash Flow Model, as described in Appendix B of the DSC, in the following manner:

- For Customers with loads of typical size and characteristics in the Residential or General Service under 50kW rate classes, the loads associated with that rate class shall be used in conjunction with the number of services of each type guaranteed by the Developer/Owner/Customer or their representative prior to the economic evaluation.
- For all General Service over 50kW primary-metered Customers (commercial / industrial), Embedded Distributors and Embedded Generators, the evaluation is performed on an individual basis using revenues based on the Customer load guarantee provided by the Developer/Owner/Customer or their representative prior to the economic evaluation, and the estimated cost of the Customer connection.

The initial estimate and the final economic evaluation, further described in section 2.1.2.5, will be calculated at no expense to the Customer. If the Customer subsequently submits revised plans, BHI may provide, at the Customer's expense, a new offer based on the revised plans.

If the capital contribution or expansion deposit amount resulting from the final economic evaluation differs from the initial economic evaluation calculation, BHI will charge or credit the Customer for any difference between the two calculations, as applicable. BHI will provide the Customer with the calculations used to determine the final capital contribution and the final expansion deposit amounts.

BHI will provide the preliminary planning, design consultation and engineering specifications for the expansion, and include these costs in the capital cost calculation for the work. Upon acceptance of an OTC for an expansion, the Customer will be required to enter into a Capital Cost Recovery Agreement ("CCRA"), where applicable. Both BHI and the Customer will be required to sign the agreement and the Customer will be obligated to provide the necessary financial contributions, deposits and/or guarantees as required.

BHI requires a site assessment for Micro-embedded Generation Facility Customers, where the facility is located at an existing Customer connection. Following receipt of an application and the information required in Section 3.5 of these Conditions of Service, BHI will within thirty (30) days of receiving an application, make an OTC or provide reasons for refusing to connect the proposed generation facility. Where the proposed Micro-embedded Generation Facility will be located other than at an existing Customer connection, BHI will within sixty (60) days of receiving an application, make an OTC or provide reasons for refusing to connect the proposed generation facility. In either case, BHI will allow the applicant thirty (30) days to accept the OTC, and such an offer will not be revoked until this time period has expired. BHI requires a connection deposit, in the amount of $500 for the preparation of the OTC.

Acceptable forms of deposit, selected by the Micro-embedded Generation Facility Customer, are cash, cheque, letter of credit from a bank as defined in the Bank Act, or surety bond.

If BHI refuses to provide an OTC due to technical limits or constraints the connection deposit will be refunded no later than thirty (30) days after the refusal. If the Customer does not accept BHI's OTC, or the Customer withdraws its application BHI will retain the connection deposit. If BHI determines that the actual costs of connecting the Micro-embedded Generation Facility are less than the connection deposit, BHI will refund the excess amount at the time of connection. Where the connection deposit is in the form of cash or cheque and where BHI has to refund any or all of the connection deposit the return shall be in accordance with the following conditions: 1) interest shall accrue on the connection deposit amount commencing on the receipt of the connection deposit by BHI and 2) the interest rate shall be at the Prime Business Rate set by the Bank of Canada less 2 percent.

For Embedded Generators, time frames will vary depending on the size of the proposed generator. BHI connection activities will be in accordance with Section 6.2 of the DSC.

Where a customer connects to an existing system expansion energized within the previous five (5) years, which had a capital contribution associated with it, the connecting customer will be responsible for a proportional amount of capital contribution, and existing customers party to the expansion will be partially refunded in accordance with the DSC.

2.1.2.4 Alternative Bids

For the alternative bid eligible portion of the expansion, a Customer has the choice of obtaining alternative bids from BHI's list of qualified contractors, if the work:

- requires a capital contribution from the Customer; and
- will not involve work on BHI's existing distribution assets.

If a Customer chooses to obtain the services of a contractor to construct the assets that are eligible for the work that is subject to alternative bid, the Customer is required to follow the conditions and requirements as outlined by BHI's OTC, including transferring the assets to BHI upon completion.

Consistent with the DSC, certain elements of expansion projects are not eligible for alternative bid. Work that requires physical contact with BHI's existing distribution system is not eligible for alternative bid unless, at BHI's discretion, a decision is made to allow such work to be eligible for alternative bid.

The Customer shall be responsible for:

- Completing all of the work that is eligible for alternative bid;
- Selecting, hiring, and paying the qualified consultant and contractor all costs for the work that is eligible for alternative bid;
- assuming full responsibility for the construction of that aspect of the expansion project;

- administering the contract or paying BHI to perform this service. Administering the contract includes acquisition of all required permissions, permits, and property rights (easements) as required;
- ensuring that the work that is eligible for alternative bid is done in accordance with BHI's distribution system planning and BHI's specifications for any of the following:
    - the design of the expansion;
    - the engineering of the expansion, and
    - the layout of the expansion.
- paying BHI's fees to inspect and approve all aspects of the constructed facilities prior to connecting to the distribution system;
- paying the cost of any easements or property agreements as required by BHI;
- transferring ownership of the facilities built on public property or servicing more than one Customer to BHI prior to connection;
- paying costs for any additional design, engineering or installation of facilities required to complete the project. Costs associated with any temporary de-energization of any portion of the existing distribution system that is required in relation to an expansion that is constructed under the alternative bid option. Costs associated with review and approval of the work that is eligible for alternative bid;
- paying all direct costs as a result of perimeter adjustments; and
- paying all applicable ESA inspection fees.

BHI will inspect and approve all aspects of any constructed facilities as a part of system commissioning, prior to connecting the constructed facilities to the distribution system. Consistent with the DSC, BHI will charge a Customer that chooses an alternative bid any additional applicable costs as necessary. BHI will retain and use an expansion deposit to cover BHI's costs if BHI must complete, repair, or bring up to standard any of the facilities. A Customer may privately construct and own an expansion if both of the following conditions are met - in these cases the expansion is not eligible for an economic evaluation:

- the line to be constructed is for the sole benefit of one Customer; and
- the line to be constructed is located on private property and has proper isolation and protection devices to BHI's distribution system.

2.1.2.5 Capital Contributions

BHI will collect the estimated capital contribution identified in the OTC. If the OTC is based on an estimate, a final economic evaluation based on the actual costs incurred will be carried out once the facilities are energized. If the OTC is a firm offer, then there will be no true up unless the alternative bid

was chosen. In such a case, BHI will carry out a final economic evaluation once the facilities are energized, based on the amounts used in the firm offer for costs and any transfer price paid by BHI to the Customer.

Where the Customer has chosen the alternative bid option, the capital costs to be used in the final economic evaluation will be the lower of BHI's offer to construct for the work that is subject to alternative bid or the construction costs as supplied by the Customer, plus BHI's capital costs to construct the work that is not subject to alternative bid.

2.1.2.6 Un-forecasted Load / Customers

As per the DSC, un-forecasted Customers that connect to the distribution system during the Customer connection horizon as defined in Appendix B of the DSC will benefit from the earlier expansion and should contribute their share. The DSC directs that the Distributor should collect from these un-forecasted Customers an amount equal to the apportioned benefit that they receive, with the benefit determined by considering factors such as 'relative nameplate rated capacity', 'relative non-coincident peak demand', and 'line-length'.

In the event that a Customer is added to an eligible expansion project that was constructed and/or paid for by another Customer, BHI will perform an economic evaluation as per Appendix B of the DSC. Depending on the outcome of the evaluation performed, these Customers may be required to provide a capital contribution if the present value of the projected revenue is less than the present value of the projected costs (which includes the apportioned costs as per above). Where the overall economic evaluation determines that there is a deficiency, the unforeseen Customers will be required to provide a capital contribution to offset this deficiency. In such an event, BHI will pay to the initial contributor a rebate and collect the appropriate share from the un-forecasted Customer.

Expansions are eligible for reconciliation for un-forecasted Customers for a period of five (5) years after the first connection to the expanded distribution facilities.

2.1.2.7 Expansion Deposit

For expansions that require a capital contribution, an expansion deposit will be required for up to 100% of the present value of the forecasted revenues. For expansions that do not require a capital contribution, an expansion deposit may be required for up to 100% of the present value of the projected capital costs and on-going maintenance costs.

Where the Customer has chosen the alternative bid option and BHI is required to complete, repair, or bring up to standard any part of the constructed facilities, the expansion deposit may be retained and used to cover these costs.

Once the facilities are energized, BHI shall annually return the percentage of the expansion deposit in proportion to the actual connections (for residential developments) or actual demand (for commercial and industrial developments) that materialized in that year.

This annual calculation shall only be done for the duration of the Customer connection horizon. If at the end of the Customer connection horizon the forecasted connections (for residential developments) or forecasted demand (for commercial and industrial developments) have not materialized, BHI shall retain any remaining portion of the expansion deposit. The Customer is responsible for providing connection details to BHI in a timely fashion.

Where the Customer has chosen the alternative bid option, BHI may retain at least ten percent of the expansion deposit for a warranty period of at least two (2) years. Such warranty period begins:

- when the last forecasted connection in the expansion project materializes (for residential developments) or the last forecasted demand materializes (for commercial and industrial developments); or
- at the end of the Customer connection horizon as defined in Appendix B of the DSC, whichever is first.

Upon the completion of the two-year warranty period and subject to a final inspection by BHI and the satisfactory correction by the Customer of any deficiencies revealed by such inspection, BHI will refund the remaining portion of the expansion deposit, less any security amount used by BHI in repairing any deficiencies.

2.1.3 Connection Denial

The DSC provides for the ability of a Distributor to deny connections. BHI is not obligated to connect a Customer within its service area if the connection would result in any of the following:

- Contravention of the laws of Canada or the Province of Ontario;
- A stop-work order under the Building Code Act ("Ontario");
- Violation of conditions in BHI's Distributors License;
- Use of a distribution system line for a purpose that it does not serve, and that BHI does not intend it to serve;
- Existence of an unsafe worker situation beyond normal risks inherent in the operation of BHI's distribution system;
- Direct hazard to the public;
- Inability of BHI to perform meter reading, planned inspections or maintenance;
- Adverse effect on the reliability or safety of the distribution system;
- A material decrease in the efficiency of BHI's distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- If the person or business requesting the connection, or an associated business, owes BHI money for distribution services, or potential increases in monetary amounts that are already in arrears with BHI;
- If an electrical connection to BHI's distribution system does not meet BHI and ESA's requirements;
- By order of the ESA;

- By order of the Independent Electricity System Operator ("IESO");
- Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion;
- Failure of the Customer to enter into an OTC or any other legal agreement required by this Conditions of Service document;
- Failure on the part of the Customer to comply with a term of any agreement made between the Customer and BHI, including but not limited to a Connection/Operating Agreement or a Capital Cost Recovery Agreement;
- By order of another authority with jurisdictional power;
- Non-payment of a security deposit identified in the Conditions of Service.

BHI will inform the Customer of the reason(s) for denial and, where BHI is able to provide a remedy, will make an OTC or reconnect. If BHI is unable to provide a remedy, it is the Customer's responsibility to do so before a connection or reconnection can be made.

The Customer will have thirty (30) calendar days from the date of BHI's denial to complete the application and/or remove the denial condition(s), failing which the application shall be null and void. Should the Customer complete the application and/or remove the denial condition(s) within thirty (30) calendar days, BHI will provide an OTC within sixty (60) calendar days of the date of receipt of the completed application and/or removal of the denial condition(s).

2.1.4 Inspections Before Connections

All Customer electrical installations shall be inspected and approved by the ESA before connection to BHI's distribution system. BHI requires notification from the ESA of this approval prior to connection of a Customer.

Services that have been disconnected for a period of six (6) months or longer must be re-inspected and approved by the ESA, prior to reconnection. These services are considered new services by BHI and may require modification at the customer's expense to meet current standards. Customer-owned substations must be inspected by both the ESA and BHI. (Note: Transformer test results are required prior to energization). Transformer rooms shall be inspected and approved by BHI prior to the installation of equipment. Provision for metering shall be inspected and approved by BHI prior to connection.

Where BHI has requested the Customer to perform specified work associated with the installation of connection assets on the Customer's premises, the Customer is required to obtain acceptance by BHI of said work as a prerequisite to connection to BHI's distribution system.

Before connecting to BHI's distribution system, BHI will exercise its obligation to inspect all electrical connections and provisions for metering to ensure that they satisfy all technical requirements, unless a protective device that has been accepted by BHI separates the connection.

BHI may at any time re-inspect any electrical connection or meter installation notwithstanding any previous inspection and acceptance of the installation.

Duct banks shall be inspected and approved by BHI prior to the pouring of concrete and again before backfilling.

2.1.5 Relocation of Plant

When requested to relocate distribution equipment, BHI will exercise its rights and discharge its obligations in accordance with existing legislation (i.e. Public Service Works on Highways Act, regulations, formal agreements, easements, and common law). In the absence of existing arrangements, BHI is not obligated to relocate equipment. However, BHI will, where feasible, accommodate Customer requests to relocate or replace electrical plant, such as poles and metal enclosed equipment, to the equivalent specification. Except where obligations under existing legislation exists or other agreements have been made between the Customer and BHI, the Customer will be responsible for 100% of the relocation costs, including but not limited to compensation for the remaining net book value of assets which cannot be reused and the cost to provide and install new assets. Where the relocation exceeds the required specification due to location, environmental or Customer's requirements (for example, where overhead lines are required to be underground), the Customer will be responsible for 100% of the relocation costs, including but not limited to compensation for the remaining net book value of assets which cannot be reused and the cost to provide and install new assets. The Customer will be required to pay all of the costs incurred by the relocation (perimeter adjustments). BHI will assist the Customer in dealing with third party attachments e.g. Bell Canada, CATV etc., however any relocation costs for third parties are the responsibility of the Customer.

If a Customer encroaches upon the electrical and working clearances set by BHI, BHI shall determine in a fair and reasonable manner whether the Customer shall be required to remove the encroachment at its own expense, or shall pay, based on cost recovery for work required, the costs incurred by BHI to have the required distribution plant relocated.

2.1.6 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 unregistered right until the right expires or until it is released by the holder of that right.

For new or modified connections, BHI may require a Customer to provide BHI (at no cost to BHI) with a registered easement or a Customer agreement with respect to BHI's facilities and equipment located on the property of the Customer or on the property of a third party.

BHI requires registered easements for its facilities and equipment under any of the following conditions:

- Any single or multi-phase distribution line, underground or submarine cables, poles, anchors, or aerial occupation where the line crosses private property, including any common service taps;
- Any anchors on private property supporting BHI's distribution lines, three phase feeders, and any (single or multi-phase) structures supporting equipment such as reclosers, voltage regulators or capacitor banks where the poles are located on road allowance;

- Any new plant being added to BHI's facilities and equipment that are the subject of an existing unregistered easement that does not include replacement/maintenance of the existing BHI facilities and equipment;
- Any padmount equipment, foundations and ground grids located on private property where the distribution system passes in and out of the equipment, as well as for the duct bank and distribution lines which form the distribution system supply to and from the padmount equipment.

The Customer will prepare, at its own expense, a reference plan and associated easement documents to the satisfaction of BHI's solicitor prior to their registration. The Customer will also register or pay for the cost of registering the transfer of easement and the cost of depositing any necessary reference plan. Details will be provided upon application for service.

Customer agreements are required for BHI's facilities and equipment for which BHI does not require registered easements.

Additional easement requirements, by BHI, may be the subject of specific arrangements between the Customer and BHI.

A "Blanket" easement, in a standard format available from BHI, is required for all Condominium Townhouse projects and all Common Elements Condominium projects where BHI will operate and maintain its underground plant.

2.1.7 Contracts

2.1.7.1 Standard Form of Contract

Connection to the electrical distribution system will be provided upon receipt of approval by the ESA and execution of a signed Connection Agreement (Appendix A) between the Customer and BHI and when all BHI conditions are met.

A Connection Agreement (Appendix A) shall be considered as being in force from the date it is signed by the Customer and BHI and shall remain in force until terminated by either party.

2.1.7.2 Implied Contract

In all cases, notwithstanding the absence of a formal contract, the taking and using of electrical energy from BHI by any person(s) constitutes the reception of distribution services from BHI and the acceptance of the terms and conditions of all regulations, conditions, and rates as established by BHI. The acceptance and use of energy are deemed to be the acceptance of a binding contract with BHI, and the person(s) so accepting shall be liable for payment for such electrical energy and distribution services. Any implied contract for the supply of electricity by BHI shall be binding upon the heirs, administrators, executors, successors or assigns of the person(s) who took and/or used the electricity supplied by BHI. In the absence of a contract for electricity with a tenant, or in the event the electricity is used by a person(s) unknown to BHI, the cost for electricity consumed by such person(s) is due and payable by the owner(s) of such property.

2.1.7.3 Connection Agreements

BHI requires all Customers and Embedded Generators to execute a Connection Agreement (Appendix A). Customers/Developers wishing to connect a subdivision or development may be required to execute BHI's Standard Subdivision Agreement. Customers/Developers of townhouse projects may be required to execute BHI's Street Townhouse or Condominium Townhouse Agreement.

A connection agreement with a Customer will remain in force for an indefinite term from the date that BHI is ready to serve the Customer, provided that either party may, by at least five (5) days' notice to the other, terminate the agreement. Upon termination of the arrangement, the meter will be read, and a final bill issued to the Customer.

2.1.7.4 Special Contracts

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

a) Construction sites;

b) Mobile facilities;

c) Non-permanent structures;

d) Special occasions, etc.;

e) Generation;

f) Operating Agreements for Customer owned facilities;

g) Joint Use Agreements;

h) Attachers Agreement; and

i) Load transfers with neighbouring distributors.

2.1.7.5 Cost Recovery Arrangements

Where BHI is entitled under these Conditions of Service to recover all or a portion of the costs of a connection or expansion or a relocation, and/or to require that a Customer/Developer provide a revenue guarantee, BHI will advise the Customer/Developer, in writing, of the terms and conditions respecting the connection or expansion or relocation prior to commencing any construction activities in respect of the connection or expansion or relocation. The documentation will describe the work to be performed by BHI in respect of the connection or expansion or relocation and any other conditions set forth in BHI's OTC together with the applicable payment terms, including capital contributions where applicable.

2.1.7.6 Assignment and Succession

All agreements and contracts shall be binding upon BHI and the Customer and their heirs, executors, administrators, successors and assigns respectively as soon as the service has been connected or

delivered. Refunds of bonds, deposits or capital contributions associated with agreements and contracts for connections, expansions or specific requests will be released to the executor of the agreement or contract .

2.2 Disconnection

2.2.1 Disconnection

BHI's disconnection procedures are consistent with the DSC, Section 31 of the Electricity Act, and good utility practice. BHI may disconnect or limit the supply of electrical energy for causes not limited to:

- Contravention of the laws of Canada or the Province of Ontario, including the Ontario's Electrical Safety Code;
- A material adverse effect on the reliability and safety of BHI's distribution system;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of BHI's distribution system;
- A material decrease in the efficiency of BHI's distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Inability of BHI to perform planned inspections and maintenance;
- Failure of the Consumer or Customer to comply with a directive of BHI for purposes of meeting its licence obligations;
- Overdue amounts payable to BHI including the non-payment of a security deposit;
- Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion;
- Any other conditions identified in these Conditions of Service.

BHI may disconnect the supply of electricity without notice in accordance with the following conditions:

- Pursuant to a court order;
- For emergency or safety reasons;
- For system reliability reasons;
- Where a Customer intentionally avoids bill payments by applying or re-applying for a new account under a different account-holder name, or otherwise acts fraudulently;
- A Customer who has been disconnected has self-reconnected; or
- Pursuant to an order of the ESA.

BHI shall not be liable for any damage to the Customer's premises resulting from discontinuance of service.

Where the reason for the disconnection has been remedied to BHI's satisfaction, BHI will reconnect the Customer. All costs associated with the reconnection shall be paid for by the Customer prior to reconnection of the service.

A standard notice advising Customers that their power has been disconnected will be left at the service address with the disconnection notice in order to warn Customers of the dangers associated with the disconnection of electricity service.

If a service has been disconnected for more than six (6) months and after an attempt to contact the Customer through registered mail has been made and satisfactory payment arrangements have not been made, BHI may remove its connection assets from the Customer's premises and close the Customer's account.

Bills are due no later than twenty (20) calendar days after the bill issue date. If the bill is still unpaid after the due date, an account overdue notice will be issued. If the bill remains unpaid following a minimum of seven (7) calendar days after the issuance of the account overdue notice, a disconnection notice will be issued.

Disconnection notices will be in writing and if issued by mail shall be deemed to be received on the fifth calendar day after the date on which the notice was issued. Fourteen (14) calendar days after a disconnection notice has been received by the Customer, the service may be disconnected or a load control device may be installed until payment arrangements satisfactory to BHI have been made.

In the case of a residential customer that has provided BHI with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the customer or on the physical health of the customer's spouse, dependent family member or other person that regularly resides with the customer, the Customer may be disconnected for non-payment sixty (60) calendar days after a disconnection notice has been received by the Customer.

These collection processes will be in accordance with any relevant OEB Codes and Guidelines and may result in disconnection of the service. If a disconnection results, the service may not be restored until the amount due is paid in full as per Section 2.4.5 of these Conditions of Service.

Disconnection does not relieve the Customer of the obligation to pay BHI any amounts payable by the Customer, including electricity arrears. The Customer will be responsible for minimum bills until such time as BHI removes the BHI facilities and equipment associated with the distribution of electricity to the Customer.

BHI will make reasonable efforts to contact, in person or by telephone, a residential customer to whom BHI has issued a disconnection notice for non-payment at least 48 hours prior to the scheduled date of disconnection.

A Customer intending to demolish any buildings that house BHI's distribution equipment shall notify BHI at least four (4) months in advance of demolition. The Customer shall pay BHI for the costs of removing all electrical equipment owned by BHI that is located on private property. Provided the Customer has made all necessary arrangements, including payment of any outstanding arrears, BHI shall remove all its equipment by the date agreed to with the Customer.

2.2.2 Reconnection

Where the reason for a disconnection has been remedied to BHI's satisfaction, BHI shall reconnect the Customer within two business days of receipt of the payment in full of the amount overdue for payment as outlined in the disconnection notice, or of entering into an arrears payment agreement.

All costs including inspections associated with the reconnection shall be paid for by the Customer prior to reconnection of the service. BHI will charge its OEB authorized Reconnection charge after reconnection has occurred. Please visit www.burlingtonhydro.com for BHI's most recent Tariff of Rates and Charges, which includes a list of Specific Service Charges.

Under any of the following circumstances, BHI requires the Customer to obtain the approval of the ESA prior to BHI reconnecting the service:

- where BHI has reason to believe that the wiring may have been damaged or altered;
- where BHI has reason to believe that there was meter tampering or abuse causing a potential safety concern;
- where service was disconnected for modification of Customer wiring;
- where service has been disconnected for a period of six (6) months or longer, regardless of the ownership of the property;
- where the service was disconnected as a result of an adverse effect on the reliability and safety of the distribution system; or
- where it is a requirement of the OESC.

In the case of a premise which has been disconnected for at least six months, the service will be treated as a new service and will require a new service layout or OTC, which may require modification at the Customer's expense to meet current BHI and other applicable standards. The supply of electricity will be suspended until all requirements are met and a connection authorization is approved by and received from the ESA.

2.2.3 Unauthorized Energy Use

BHI reserves the right to disconnect a Customer or Owner without notice for causes including but not limited to energy diversion, fraud, or abuse on the part of the Customer. Such service shall not be reconnected until the Customer or Owner rectifies the condition and provides full payment to BHI of all uncollected charges and costs incurred by BHI arising from unauthorized energy use, including inspections and repair costs, and the costs of disconnection and reconnection. Unauthorized use of energy is a criminal offence and the Halton Regional Police will be notified of all occurrences.

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guarantee of Supply

BHI shall endeavor to use reasonable diligence in providing a regular and uninterrupted supply of electrical energy but does not guarantee a constant supply or the maintenance of unvaried frequency or voltage and is not liable in damages to the Customer by reason of any failure in respect thereof.

Although it is BHI's policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customer's supply to maintain or improve BHI's system, or to provide new or upgraded services to other Customers. BHI reserves the right to interrupt a Customer's supply at any time and season of the year in order to maintain or improve BHI's system, or to provide new or upgraded services to other Customers. BHI will endeavour to provide the Customer with reasonable advance notice of impending planned outages, except in cases of emergency.

BHI will endeavour to notify a Customer prior to interrupting its supply. However, if an unsafe or hazardous condition is found to exist, or if the use of electricity by apparatus, appliances, or other equipment is found to be unsafe or damaging to BHI or the public, service may be discontinued without notice.

BHI may execute Powers of Entry as provided for in Section 40 of the Electricity Act in order to maintain obligations for the conveyance of electricity.

Customers requiring 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 supply.

BHI is not liable to compensate customers with generation or energy storage or similar capability for loss of revenue due to failure to generate or store energy caused by the interruption or access to supply due to limitations on the guarantee of supply under this section.

2.3.2 Power Quality

BHI strives to provide the highest levels of reliability and Customer Service following good utility practice and the best use of current technology. In response to a Customer power quality concern, where the utilization of electric power affects the performance of electrical equipment, BHI will work with the Customer to perform investigative analysis to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and/or use of diagnostic measurement tools.

Upon determination of the cause resulting in the power quality concern, where it is deemed a system delivery issue and where industry standards are not met, BHI will recommend and/or take appropriate mitigation measures. BHI will endeavour to control harmonics generated by its own system where these are detrimental to the Customer. If BHI is unable to correct the problem due to the impact on other Customers, then it is not obligated to make the corrections. BHI will follow appropriate industry standards (such as CSA, International Electrotechnical Commission (IEC) or IEEE standards) and good

utility practice as defined in the DSC, as a guideline. If the problem lies on the Customer side of the system, BHI may seek reimbursement for the time spent investigating the problem.

If the Customer's equipment causes system disturbances, the Customer will be required to cease operation of the equipment until satisfactory remedial action has been taken. If the Customer does not take such action within a reasonable time, BHI may disconnect the supply of power to the Customer, in accordance with Section 2.2 of these Conditions of Service and 4.2 of the DSC.

2.3.3 Electrical Disturbances

BHI shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure events. Voltage fluctuations and other disturbances can cause flickering of lights and other serious difficulties for Customers connected to BHI's distribution system. Customers are responsible for protecting themselves from any external disturbances.

Customers shall ensure that their electrical equipment does not cause any unacceptable voltage fluctuations, voltage unbalance, harmonics, or other disturbances that could affect other Customers connected to the distribution system, or BHI's facilities and equipment. Examples of equipment that may cause disturbances are large motors, welders, and variable speed drives. In planning the installation of such equipment, the Customer is required to consult with BHI.

BHI may provide assistance to Customers experiencing electrical disturbances at the Customer's expense.

If a Customer's equipment causes unacceptable conditions on the distribution system, then the Customer shall take remedial action to correct the condition. Depending on the severity of the power quality problem, BHI may require that such equipment be disconnected from the distribution system until corrective measures are taken.

The characteristics of specific electrical disturbances should be referred to BHI's Engineering Department for evaluation and interpretation against typical industry standards and guidelines.

2.3.4 Standard Voltage Offerings

SECONDARY VOLTAGE

Depending on the type of distribution plant which the Customer's facility "lies along", the preferred secondary voltage will be at 120/240 V, single phase; 347/600 V, three phase; or 120/208 V, three phase.

Where street circuits are buried, the supply voltage and service size limits will be determined upon application to BHI. If the Customer provides a concrete transformer pad on private property, the following are acceptable where supplied by BHI 16,000/27,600 volt lines:

a) at 120/240 V single phase, three wire, supply is available up to 150 kVA (600A); or

b) at 120/208V three phase, four wire, supply is available for loads up to 1,000 kVA (2500A); or

c) at 347/600 V three-phase, four-wire, supply will be made available for loads up to 2,500 kVA (2500A) upon application to BHI (While BHI will only stock emergency transformers up to 1500 kVA consideration may be given for the installation of larger units by a negotiated agreement between the Customer and BHI).

BHI does not provide new or upgraded transformation or service at other secondary voltages such as 240/415V, 277/480V, 600V delta or others.

BHI will determine the primary voltage the customer may connect at. In some cases, this may require a system expansion to provide the appropriate voltage at the customer premises for the service size and characteristics requested. Maximum service sizes connected to the 2,400/4,160 volt or 8,000/13,800 volt systems are lower than those noted above. The Customer must consult with BHI regarding the maximum service size available.

PRIMARY VOLTAGE

Primary supplies to Customer-owned transformers or substations will be one of the following as determined by BHI. Customers should consult with BHI in the early stages of project planning to determine the availability of primary voltages:

a) 2,400/4,160 volts, 3 phase, 4 wire

b) 8,000/13,800 volts, 3 phase, 4 wire

c) 16,000/27,600 volts, 3 phase, 4 wire.

2.3.5 Voltage Guidelines

BHI endeavours to maintain voltage at the Customers' service entrance within the guidelines of CSA Standard CAN3-C235, or the latest edition, which allows for variations from nominal voltage.

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

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

BHI practices reasonable diligence in maintaining supply voltage levels but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads, and low voltage supply from the transmitter. BHI shall not be liable for any delay or failure in the performance of any of its obligations under this **Conditions of Service** document due to any events or causes beyond the reasonable control of BHI, including, without limitation, items resulting from a force majeure event.

2.3.6 Back-up Generators

Customers with portable or permanently connected emergency generation capability shall comply with all applicable criteria of the OESC and in particular, shall ensure that Customer emergency generation does not back feed onto BHI's system. There shall be proper interface protection between the Customer's electrical circuits and BHI's distribution system. Any Customer emergency back-up energy supply cannot be installed in a manner which would adversely affect BHI's distribution system.

Customers with permanently connected emergency generation equipment shall notify BHI regarding the presence of such equipment. All applicable environmental requirements are the responsibility of the Customer. Customers shall consult with BHI during the planning and prior to the installation of any back-up generation. Where backup generation is found installed in a manner which in BHI's opinion does not safely interface with BHI's distribution system, the Customer's service may be disconnected until the deficiency is properly remedied at the Customer's expense and to the satisfaction of BHI.

2.3.7 Metering General

BHI will meter at utilization voltage. Where BHI provides primary transformation, primary voltage metering will be allowed only in special circumstances following full discussion with BHI. Primary metering is not considered standard metering and the Customer will be responsible for the cost of the metering equipment and installation. In general, all detailed metering requirements can be found in BHI's Metering Standards document which is available to Customers upon request.

The Customer shall make provision for BHI's metering installation as required. In general, the following criteria will apply:

- Primary metering units may be installed outdoors or within an electrical vault as outlined in the current Electrical Safety Code (or equivalent) and as approved by BHI.
- For bulk metered installations or where more than one meter exists, the meters shall be grouped where practicable and be accessible from a public area.
- Either a dual locking arrangement or a key box arrangement will be required on the access door.
- A copy of the metering layout plan shall be forwarded to BHI for review.
- The Customer/contractor shall permanently and legibly identify all metered services with respect to correct municipal 911 address and unit number. The identification shall be applied to all service switches and breakers and to all meter cabinets and meter mounting devices that are not immediately adjacent to the service switch. Marker is not an appropriate method of permanent identification.
- The Customer/contractor shall ensure that all service identifications are accurate, and the Customer may be asked to demonstrate the same by providing BHI a completed Meter Verification Sheet issued by the BHI Meter Department.

- All disconnect switches and circuit breakers on the line side of BHI metering shall have provisions for padlocking.
- For commercial and industrial services, the Customer's main switch shall have provisions for padlocking the switch handle in the open position and the switch cover or door in the closed position.
- When a disconnect device has been locked in the “OFF” position by BHI, under no circumstances shall anyone remove the lock and energize it without first receiving approval from BHI.
- Where aluminum conductors are used, service entrance equipment must have CSA approval for aluminum conductors.
- For all installations requiring a meter sockets, the customer shall provide a screw type sealing ring. The ring will be Ekstrom 10-9090, or BHI-approved equivalent.
- The Customer will supply and install a meter socket as specified and approved by BHI. Meter sockets shall be directly accessible to BHI's staff.

Regardless of any charges for metering installations, all metering equipment, except that used to meter Embedded Market Participants, is the property of BHI and maintenance of this equipment shall be BHI's responsibility. All BHI's metering equipment located on the Customer’s premises are in the care and at the risk of the Customer and if destroyed or damaged, other than by normal usage or under force majeure situations or required by government policy, the Customer will be required to pay for the cost of repair or replacement.

2.3.7.1 Location of Metering

As determined by the layout, the OESC, the Ontario Building Code and BHI, the meter(s) will be located as follows:

- For residential applications, on the exterior of a building:
    i. on the front side of the building facing the street or roadway;
    ii. on the side of the building, within 1 meter of the street side of the house;
    iii. meter may be located up to 3 meters from the front facing the street or roadway in rebuild or upgrade situations;
    iv. in accordance with ESA Bulletin 2-10-13 and not located within 910 mm of a natural gas meter or adjacent property;
    v. in accordance with the BHI Metering Standards document.
- For permanent metering installed on poles, the poles will be owned and installed by BHI.

- All single-phase Residential socket types up to and including 200 Amperes shall be mounted on the line side of the main disconnect. All single-phase General Service socket types shall be mounted on the load side of the main switch.
- All 3 phase 3 wire (Network) metering up to and including 200 Amperes shall be mounted on the load side of the main disconnect.
- All polyphase type metering (general service only) shall be installed on the load side of a main disconnect.
- The meter shall be located as near as possible to the service entrance box.
- An electrical/meter room is required for general commercial and industrial services for both bulk metered services and multi-metered sub-services. The size of the room will depend on service size and equipment. The dimensions and layout must be approved in writing for both size and access by BHI. In general, a room with a minimum size of 1.83m by 2.44m and having immediate access from the outside is required for safe operation in the metering area. The electrical room access door must be locked and accessible by key, which must be provided by the customer and delivered to BHI prior to the service being energized. The location of an indoor or outdoor meter shall be readily accessible at all times and acceptable to BHI. An indoor meter shall not be in a bathroom, stairway, behind an oil tank, directly under a water or steam pipe or within 460 mm (18 in.) of water, gas, or steam pipes. A space of 910 mm (36 in.) clear of all obstructions shall be provided in front of the meter and service panel. If a meter is required to be recessed or enclosed after installation, prior approval shall be obtained from BHI.
- The location of the service entrance, routing of duct banks, metering, and all other works will be established through consultation with BHI. Failure to comply may result in relocation of the service plant at the Customer's expense.
- In all locations where Commercial/Industrial revenue metering is accessible to the general public, a lockable enclosure or a room for service equipment and meters, shall be provided by the Customer as agreed to by BHI, as follows:

    i. An electrical room reserved solely for metering equipment or

    ii. Metal enclosed switchgear approved by BHI or

    iii. A metal metering cabinet.

BHI's Standard Metering Practice and Approved Service Entrance Equipment requirements are available from BHI’s Engineering Department.

Provision for metering shall facilitate a practical mounting height for revenue meters:

- Minimum: 1.0 m (3') above finished floor level to centre line of the meter (stack metering only - residential).
- Maximum: 1.7 m (5'8") above finished floor level to centre line of the meter (commercial / industrial).

The following requirements also apply to the areas allocated for revenue metering:

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

ii. The Customer shall provide a clear safe working space of not less than 1.2 m (48") in front of the installation from the floor to ceiling with a minimum ceiling height of 2.1 m (84") provided to ensure the safety of BHI or other authorized employee(s) who may be required to work on the installation.

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

2.3.7.2 Multi-Unit Residential Suite (Condominium) Buildings

All new multi-unit condominium buildings must be either individually metered by the licensed Distributor or smart sub-metered by a licensed service provider. For existing condominiums, the installation of individual smart meters or smart sub-meters is at the discretion of the condominium's board of directors.

Where individual units of an existing or new multi-unit condominium building are individually metered by BHI, each unit will become a residential Customer of BHI and each unit and the common areas must have a separate account with BHI.

Where an existing or new multi-unit condominium building is sub-metered by an alternative licensed service provider, the condominium continues to be the Customer of BHI and will receive a single bill based on the measurement of the bulk (master) meter. The condominium corporation, which is responsible for the distribution of electricity on the consumer side of the bulk (master) meter, is an exempt Distributor under section 4.0.1 of Ontario Regulation 161/99. The smart sub-metering provider will then issue a bill to each unit and the common areas based on the consumption of each unit or common area.

Where all units within a multi-unit building are individually metered, the building Owner shall provide a secure meter room or suitable enclosure within the building for the installation of a sub-metering system.

This room or enclosure will have adequate lighting, a 120 V outlet, and a dedicated analog telephone line (where cellular service is not suitable and at the discretion of BHI) for meter interrogation purposes.

The building Owner may opt for individual self-contained meters attached to individual bases, to a load centre as defined by BHI Metering Standards or a Sub-metered system.

2.3.7.3 Metering Equipment / Current Transformer Enclosure

Where required by these Conditions of Service, equipment external to the Meter shall conform to the following:

- Meter cabinets shall be installed as per Section 3 of these Conditions of Service. Meter cabinets shall be installed inside. Outside installations are subject to special approval and only in exceptional circumstances at the sole discretion of BHI; in such cases, an approved weatherproof, lockable, CSA- approved meter cabinet shall be provided by the Customer. Minimum distance from floor to bottom of cabinet: 0.3M (12 inches) Maximum distance from floor to top of cabinet: 1.9M (78 inches). Conduit entry shall not be more than 0.15M (6") from the corners of a 1.0M (36") cabinet and 0.3M (12") from the corners of a 1.2M (48") cabinet. In order to facilitate the removal of the back plate inside the meter cabinet, the conduit entry and exit shall be positioned such that the cables do not cross the meter cabinet on a diagonal.

- For the installation of instrument transformers and metering equipment within metal enclosed switchgear, BHI will provide the following revenue metering equipment as required;

    i. Colour coded secondary wiring harness;

    ii. Revenue metering instrument transformers;

    iii. Revenue meter, meter base and test switch.

- The customer shall submit two copies of the manufacturers' switchboard drawings, for approval, dimensioned to show provision for and arrangement of BHI's metering equipment.

- The Customer shall consult with BHI regarding the metering equipment to be provided and installed by the customer which may include:

    i. Remote modem communication box, Minimum 10"x10"x6" lockable and weatherproof with 120V receptacle mounted on outside wall nearest the meter cabinet with safe 24/7 access and a 1.25" conduit connected to meter cabinet.

    ii. Dedicated phone line for remote interrogation of meters, where cellular signal is not available or adequate (at the discretion of BHI).

    iii. Metering and instrument transformer cabinets and conduit as per BHI Metering Standard.

    iv. Suitable termination lugs to install and terminate current transformers.

v. Main bus bar (s), each to be drilled and tapped (10-32) or (10-24) on the line side of the removable current transformer link.

- Meters shall be installed by BHI in a Customer-owned steel cabinet. Rigid conduit or any equally approved conduit of a size specified by BHI, shall be installed between the Current Transformer (CT) compartment of the switchgear and the meter cabinet.

- Where the switchgear and meter cabinet are separated by a distance of 15 m (50') and under, minimum size conduit shall be 1 ½". For conduit installations greater than 15 m (50'), in length or where several bends are necessary, larger conduits or other special provision may be required, at the discretion of BHI.

- Where a Wye source neutral connection is to be used (or grounded), a conductor sized according to the OESC (from the instrument transformer compartment to the neutral connection) shall be provided by the Customer (the conductor shall terminate in the instrument transformer compartment on a 25 mm x 6 mm (1" x 1/4") bus bar).

- Where a current transformer enclosure is required, it shall be CSA approved, painted, or galvanized, made of No.16 gauge sheet metal and include a provision for locking and sealing as specified in Section 3 of these Conditions of Service.

- Where parallel conductors are used, the sum of the conductors will determine the size of the CT enclosure to use. In all cases the Customer shall supply suitable cable termination lugs.

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

- Three phase, four wire services, up to 600A, will require a loop for metering, within the meter cabinet, for all three phases. Three phase, three wire services require a loop in only two phases within the cabinet. Mineral insulated, solid, or hard drawn wire conductors are not acceptable as metering loops.

2.3.7.4 Interval Metering

BHI provides and installs a Metering Inside the Settlement Timeframe (MIST) meter for any "existing" General Service Customer that has an average monthly peak demand greater than 50 kW during a 12-month period. BHI installs a MIST meter on any "new" installation that is forecast by BHI to have an average monthly peak demand greater than 50 kW.

BHI shall at its sole discretion determine whether a MIST meter or Metering Outside the Settlement Timeframe (MOST) meter is required as per the DSC.

For any interval meter as defined in the DSC, the customer shall provide a communication system or complete any required work so that a BHI communication system can be installed at no charge to BHI.

The Customer has the following three options to obtain Interval Meter data:

- Direct access - The Customer can elect to access the MIST meter data directly using Customer purchased software. BHI will provide the information required to access and use the meter data. If there is a meter upgrade required, it will be done at the expense of the customer;
- Web access provided by BHI – when available, the Customer will have access to its own interval meter data on the Internet using its own account-specific password;
- Information provided by BHI – the Customer may request interval data to be forwarded by BHI or its authorized agent, for a reasonable fee based on Time and Material rates established by BHI.

If a Customer requires real time interval data, BHI will provide a MIST meter with a pulse output upon written request from the Customer, if a MIST meter is appropriate for the rate class. The MIST meter may provide real time data by KYZ pulse output, or other BHI approved communication method (KYZ is a designation given to a relay used to create pulses for electrical metering applications). The Customer is responsible for all incremental costs, including the capital cost of the meter, installation, and wiring.

2.3.7.5 Meter Reading

BHI shall have free and safe access to meters for the purposes of obtaining readings as per Section 1.7.1 of these Conditions of Service. Failure to provide access or remote communication may prevent BHI from obtaining a reading of the meter on the Customer's premises, in which case the Customer shall be billed based on an estimated demand and/or energy consumption for electricity used since the last meter reading.

BHI meters are read remotely on a daily basis using wireless communication. It is the Customer's responsibility to ensure the meter is in a location to allow wireless communication using standard infrastructure, and to facilitate the installation of this infrastructure. If BHI cannot read a meter wirelessly, the Customer is responsible for the cost to install infrastructure to support wireless meter reading, and the cost to read the meter manually while the infrastructure is put in place. BHI will provide the Customer instructions on what infrastructure to install, based on location specifics. If BHI deems remote wireless meter reading is not practical, the Customer is required to install and maintain an analog data phone line.

Customers requiring specialized metering arrangements (e.g., access to metering pulses for load management purposes) should consult with BHI's Meter Department. The incremental cost of such arrangements shall be at the Customer's expense.

BHI maintains a validating, estimating, and editing (VEE) process for settlement and billing purposes in accordance with Section 5.3 of the DSC.

2.3.7.6 Final Meter Reading

When a service is no longer required, or the Customer is switching to or from a competitive retailer, the Customer shall provide BHI with reasonable notice (minimum of five (5) business days) of the termination date to allow BHI to arrange for a final meter reading. It is the responsibility of the Customer to inform BHI of any changes to the closing/moving date. A Customer who does not notify BHI of a service termination is responsible for the electricity service to the date notification is provided to BHI plus up to five (5) business days to allow time for the final meter read. The Customer must provide access to BHI or its agents for the purpose of a final meter reading. If the reading is not obtained the Customer shall be billed based on estimated demand and/or energy consumption for electricity used since the last meter reading.

2.3.7.7 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. BHI's revenue meters are required to comply with the accuracy specifications established by the regulations under this Act.

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

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

2.3.7.8 Meter Dispute Testing

Most billing inquiries can be resolved between the Customer or Consumer and BHI without resorting to a meter dispute test.

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

In the event of incorrect electricity usage registration, BHI will make billing corrections in accordance with section 7.7 of the RSC.

2.4 Tariffs and Charges

2.4.1 Service Connection

BHI Rates and Charges for distribution services are approved by the OEB and are posted on the BHI website www.burlingtonhydro.com. BHI will notify customers of rate changes no later than the delivery of the first bill reflecting new rates. Rates are assigned on the basis of the following Customer Classes:

a) Residential;

b) General Service;

c) Street lighting;

d) Unmetered Scattered Load.

All electrical and mechanical equipment used by General Service Customers should be selected with reference to securing a minimum power factor of 90 per cent (90%) when operating the Customer's maximum loads. Each month BHI will bill demand charges based on the metered peak kW or ninety percent (90%) of the metered peak kVA, whichever is higher.

Un-metered electric services may be allowed on public rights-of-way (e.g., for traffic light purposes). Electrical consumption will be charged on the basis of the connected load and consumption estimates, as agreed to by BHI.

At least once in a calendar year BHI will review each non-residential Customer's rate classification to determine whether the Customer should be assigned to a different rate class.

RE-SALE OF ELECTRICITY

As required by Ontario regulation 161/99, where BHI 'bulk meters' a multiple-unit establishment, the landlord or condominium corporation shall not establish rates for reselling the electricity to the tenants. The landlord or condominium corporation may collect the amount billed by BHI from the tenants in one of the following ways:

a) Include the amount billed by BHI in the total costs recovered by the rent paid by the tenants or by the fees paid by the unit owners; or

b) Allocate the amount billed by BHI among the tenants or owners (e.g., based on the number of units, or square footage of use or by means of individual unit meters).

The total amount collected must not exceed the amount billed by BHI.

2.4.2 Energy Supply

2.4.2.1 Standard Supply Service

BHI provides Customers connected to the Distribution System with access to electricity through Standard Supply Service. All Customers are Standard Supply Service Customers until BHI is informed of and completes the Customer change to a competitive retailer, all in accordance with Section 10 Service Transaction Requests, of the RSC.

If the information is incomplete, BHI will notify the retailer or Customer of the specific deficiencies and await a reply before proceeding to process the transaction.

BHI may, at its discretion, refuse to process a Service Transfer Request for a Customer to switch to a competitive retailer if that Customer owes money to BHI for Distribution Services and/or Standard Supply Service.

BHI does not provide Standard Supply Service to a Customer connected to BHI's distribution system that has contracted with a competitive retailer for electricity supply. BHI remains obligated to provide distribution services to such a Customer in accordance with these **Conditions of Service**. The competitive retailer-supplied Customer will be billed by BHI under Distributor Consolidated billing, as prescribed in the RSC.

All Customers considering the delivery of electricity through the BHI distribution system are required to contact BHI for technical requirements, applicable tariffs and settlement agreements.

2.4.3 Deposits

BHI purchases electricity on behalf of all its Customers and then recovers the cost, along with the cost of distribution, through Customer billings.

Under Distributor Consolidated billing, BHI will issue a bill to the Customer whether the customer is Standard Service Supply or supplied by a retailer. BHI is responsible for Customer non-payment risk. BHI may impose an amount of security deposit depending upon its assessment of the Customer's likely risk of non-payment as per the requirements below.

Security Deposit Requirements

The following deposit requirements apply to BHI Customers.

Residential Customers

Amount of deposit required is based on:

- an estimated bill based on an average of twelve consecutive months in the past 24-month period;
- this estimate will be multiplied by a billing factor of 2.5;
- where a Customer has had more than one disconnects notice in the past twelve-month period, the amount of the deposit may be increased to reflect the highest actual or estimated monthly load, multiplied by the appropriate billing factor.

Deposits for Low-income residential Customers will be established in accordance with the latest version of the DSC.

A deposit requirement will be waived subject to:

- establishment of good payment history with BHI for a period of one year; or

- proof of satisfactory payment history for one year with another electric or gas utility in Canada, where at least part of this payment history has been in the past 24 months; or
- completion of a BHI waiver form authorizing an external credit check at the customer's expense. The deposit will be waived subject to a credit check satisfactory to BHI; or
- customer enrollment in an Equal Payment Plan and/or Pre-Authorized Payment program.

An unsatisfactory payment history is defined as more than one payment returned, or more than one pre-authorization payment returned, or receipt of more than one collection notice, or when a disconnection trip has occurred.

Acceptable forms of deposit are cash, cheque, money order, credit card, payment at a financial institution, tele-banking, or internet bill payment through a financial institution.

A Customer that has previously had a deposit returned or waived may be subject to a deposit should it be determined that they currently have an unsatisfactory payment history.

Residential Customers can pay a required deposit, an increase in a security deposit or a replacement of a deposit applied against arrears, in equal instalments over a period of up to six months. A Customer may pay the entire amount in a shorter period.

BHI will review those accounts where deposits have been made at least once a year. Deposit requirements may be altered in the following circumstances:

a) establishment of good payment history will result in deposit being returned in full; or

b) increase or decrease in usage/average bill may result in an increase or decrease of security deposit. Any increase or decrease in the deposit requirement will be applied to the Customer's next bill.

Security deposits must be applied against any arrears and be insufficient to cover any amounts owing before a disconnection notice can be issued to a residential Customer.

When a security deposit has been applied against any arrears, the residential Customer may have to repay the security deposit and must be allowed to repay in equal instalments over a period of up to six months.

Deposits will be returned to the Customer on termination of the account.

Interest on cash deposits will be credited to the Customer's account monthly, upon payment of the total security deposit. The interest rate shall be equal to the Prime Business Rate as published on the Bank of Canada website, less 2 percent. This rate will be adjusted quarterly on March 31, June 30, September 30, and December 31.

General Service Customers

Amount of deposit required is based on:

A. the product of an estimated bill based on average of twelve consecutive months in the past 24-month period multiplied by a billing factor of 2.5; or

B. Where a Customer has had more than one disconnect notice in the past twelve-month period, the amount of the deposit may be increased to reflect the highest actual or estimated monthly load, multiplied by the billing factor.

For new services where no usage history is available, deposits will be required based on maximum service size per AMP/Phase as follows:

1 Phase 120/240 Volt	$5.00 per AMP
3 Phase 120/208 Volt	$5.00 per AMP
3 Phase 347/600 Volt	$15.00 per AMP

A deposit requirement will be waived subject to:

1) establishment of good payment history with BHI for a period of three five years in the case of a non-residential Customer in a <50W demand rate class, or for seven years in the case of a non-residential Customer in any other rate class; or

2) proof of satisfactory payment history for the time frame outlined above with another electric or gas utility in Canada, where at least part of this payment history has been in the past 24 months; or

3) completion of a BHI waiver form authorizing an external credit check at customer's expense. The deposit will be waived subject to a credit check being satisfactory to BHI.

Unsatisfactory payment history is defined as more than one cheque returned for insufficient funds, or more than one pre-authorization payment returned for insufficient funds, or receipt of more than one disconnection notice, or when a disconnect/collection trip has occurred.

Acceptable forms of deposit are cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, 1991.

A Customer that has previously had a deposit returned or waived may be subject to a deposit should it be determined that they currently have an unsatisfactory payment history.

A Customer may make arrangements to provide a security deposit in equal payments over a period of up to six (6) months. A Customer may pay the entire amount in a shorter period.

BHI will review those accounts where deposits have been made, at least once a year. Deposit requirements may be altered upon:

i. establishment of good payment history; or

ii. increase or decrease in usage/average bill may result in an increase or decrease of security deposit requirements.

Any increase or decrease on the deposit required will be applied to the Customer's next bill.

Deposits will be returned based on the Customer on termination of the account.

Interest on cash deposits will be credited to the Customer's account monthly upon payment of the total security deposit. The interest rate shall be equal to the Prime Business Rate as published on the Bank of Canada website, less 2 percent. This rate will be adjusted quarterly on March 31, June 30, September 30, and December 31.

If BHI is in possession of a Customer deposit when the account is terminated, the deposit, or applicable portion thereof, shall be refunded to the Customer following the payment of their final bill. BHI will return any excess deposit amount to the Customer directly. Non-cash security will be applied after the final bill due date if full payment is not received from the Customer.

The amount of account security that an Embedded Distributor will be required to provide BHI will be an amount to cover BHI's exposure and based on billing frequency and payment cycle/period. The account security provided by the Embedded Distributor will be an irrevocable letter of credit, cash deposit, or a combination. BHI shall treat this deposit consistently with the security deposit requirements of all other classes of Customer.

2.4.4 Billing

BHI will electronically bill all new customers. Customers may request to receive a paper bill and BHI shall not unreasonably refuse such requests.

In this section, references to monthly or bi-monthly are notional and approximate time periods only. They are not to be construed as calendar-based time periods.

All Customers are billed monthly.

BHI estimates usage in order to determine billing quantities under extraordinary circumstances only. When BHI estimates usage it is based on the Customer's past usage patterns and data. If actual data can be acquired BHI can replace the estimated values and, in this case, will issue a corrected bill.

The competitive, and non-competitive, settlement costs are calculated according to Sections 3 and 4 of the RSC.

Residential and general service < 50 kW Customers have a right to standard arrears payment agreements if unable to pay their outstanding electricity charges.

Customers may resolve billing disputes through the dispute process described in Section 1.8

2.4.5 Payments and Late Payment Charges

2.4.5.1 Payment Options

Customers may pay their electricity bills using any of the following methods: cheque or money order mailed with the remittance stub portion of the bill to BHI at the address on the stub; in person at most Canadian financial institutions; through automated banking machines, tele-banking or Internet bill payment services as offered through their financial institution, or by depositing in a drop-box located at BHI, 1340 Brant Street, Burlington. All payments shall be in Canadian dollars.

BHI offers a pre-authorized payment option, whereby the Customer receives a billing notification through the mail. On the bill due date, the net amount is automatically deducted from the Customer's bank account.

BHI also offers an Electronic Bill Presentment and Payment service, whereby Customers receive an electronic billing notification and may authorize an electronic bill payment or combine with the pre-authorized payment option.

An equal payment plan is available to all non-seasonal residential customers and general service < 50kW customers receiving standard supply. The plan bills an equal portion of the previous year's charges per bill period then reconciles the balance owing in the anniversary month. Adjustments may be made to the regular equal payment amount due to rate or usage changes. The equal payment plan is not available to Customers with competitive retailer electricity supply or to Customers who are in arrears and have not entered into an arrears payment agreement.

Customers that are in arrears and have not entered into an arrears payment agreement may be refused an equal payment plan. BHI will review Customers' equal payment plan quarterly or semi-annually and adjust the equalized payment if electricity consumption or approved charges have changed materially.

BHI reconciles equal payment plans once during the calendar year but not on the 12th month anniversary of a Customer joining the plan. If a Customer is in the first year of a plan, they may be reconciled before 12 months.

Bill payments may be made by credit card. Access to this service is available through BHI's website www.burlingtonhydro.com.

Payment options for Low-income residential Customers will be in accordance with the latest version of the DSC.

Failure to arrange for payments due to BHI may result in service disconnection in accordance with Section 2.6.1 to 2.6.7 of the DSC.

BHI will apply any payments received to the total outstanding balance of the electricity account. An outstanding balance could include the billed amounts, security deposits, late payment, or other charges. Payment cannot be directed to specific portions of the outstanding balance.

2.4.5.2 Late Payment Charges

Bills are due no later than twenty (20) calendar days after the bill issue date. Late payment interest charges shall apply to past due balances at an OEB-approved rate of 1.5% per month, representing an effective annual rate of 19.56% per annum, or 0.04896% compounded daily rate. Where a partial payment has been made on or before the due date, the late payment charge will apply only to the amount of the bill outstanding at the due date.

Discontinuance of service does not relieve the Customer of the liability for arrears.

Late Payment Charges are applied in accordance with 2.6 of the DSC.

2.5 Customer Information

BHI does not disclose specific information about a Customer unless the release of information has been authorized by that particular Customer, except where such information is permitted or required to be disclosed in accordance with BHI's Privacy Policy, or necessary under applicable legislation.

Additional information on BHI's Privacy Policy can be obtained by contacting BHI's Privacy Officer at privacy@burlingtonhydro.com.

Customers have the obligation to provide BHI 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. BHI may verify the accuracy of all information provided and may obtain additional credit information from a credit-reporting agency as required.

2.5.1 Provision of Current and Historic Usage Data to Customers

Customers with energy and/or demand meters shall have access to their current usage data on their electricity bill from BHI. Customers with remotely read or non-remotely read Interval Meters shall have access to meter usage data in accordance with the standards set out in the RSC. Access to a Customer's meter or meter information is subject to the following conditions:

- BHI will select the time access windows it requires to read the meter;
- if BHI's access to the meter is hindered or a Customer's access to the meter corrupts usage information, BHI may suspend a Customer's right to access until any outstanding problems are resolved;
- a Customer shall pay the reasonable cost of any software, hardware, or other services required for a Customer to obtain direct access to meter information. This may include installation of a secondary meter access system;
- a Customer shall bear any cost incurred by BHI to correct problems caused by a Customer's direct access to the meter;

- If a Customer assigns his or her right to direct meter access to a retailer or third party, the Customer shall be responsible for the actions of the assigned party.

BHI will, at no charge to the Customer, provide 12 billing periods, where available, of historical usage information, information about their meter configuration, and payment information ("Historical Information"). The historical information can be released to the Customer, or any third party designated by the Customer, including Retailers provided that the Customer has provided BHI with written authorization for the release.

BHI will honour requests twice a year for historical data to Customers or their designate, and Retailers (if not delivered electronically through the Electronic Business Transaction (EBT) system). BHI, at its discretion, may charge a reasonable fee based on Time and Material rates for any additional requests or historical data beyond twenty-four (24) months. A request is considered delivery of data to a single address.

BHI will provide at no charge to a transmitter, the IESO or the OEB, information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Customer information cannot reasonably be identified. BHI will charge a reasonable fee based on Time and Material rates for this service to any other applicant.

Section 3 Customer Class Specific Service Conditions

3.1 General

The following general conditions apply to service conditions for all classes of Customer:

3.1.1 Early Consultation

The Customer shall submit to BHI, well in advance of installation commencement, the following information. Such a request must provide adequate lead-time to permit acquisition of major materials. This shall apply for the installation of a new service and the upgrade of an existing service:

- Address (complete municipal address).
- Name, telephone number, fax number and e-mail address of the Customer.
- Name, address, telephone number, fax number and e-mail address of the person to contact regarding technical aspects of the service.
- Required in-service date.
- Service Entrance Capacity and voltage rating of the service entrance equipment.
- Details on heating equipment, air conditioners and any appliances/equipment, which demand a high consumption of electrical energy.
- Survey plan and site plan indicating the proposed location of the service entrance equipment with respect to public rights-of-way and property lot lines.

- All information required to set up a billing account.
- Any additional information, calculations or plans requested by BHI to process the request.

If a distributor opens a new account based on a request from a third party, a letter must be sent to the new user within 15 days of the opening of the account. The account will not be set up if the new user has not approved the opening of the account within 15 days of the letter.

3.1.2 Temporary Services

Temporary services may be supplied overhead or underground, at BHI's discretion. Early consultation should be made to the BHI Engineering Department to confirm the availability of supply arrangements.

The Customer will be responsible for all associated costs for the installation and removal of connection assets required for a temporary service to BHI's distribution system. Payment for these costs shall be made in advance.

Subject to the requirements of BHI, a connection will be made after receipt of a 'Connection Authorization' from the ESA, a signed Connection Agreement, payment of the service connection fee and a deposit from the Customer.

Customers shall not maintain both temporary services and permanent services except where permitted by BHI and for the duration of overlap agreed to by BHI. BHI reserves the right to disconnect temporary services outside of the agreed upon overlap duration where a permanent service exists.

3.2 Residential

3.2.1 Application

a) Subsection 3.2 applies to low voltage connection assets that operate at 750 V or less and supply electrical energy to Residential Customers where such energy is used exclusively in separately metered living accommodation. Customers shall be residing in single-dwelling units that consist of a detached house or one unit of a semi-detached, duplex, triplex, or quadruplex house, with a residential zoning. Separately metered dwellings within a town house complex, condominium or apartment building also qualify as Residential Customers.

b) Only one residential service will be allowed per municipal address, however multiple metered services may be allowed to be connected to that service.

c) Where non-residential services exist on the same property, only one point of supply is allowed and the service entrance is treated as a General Service of the characteristics consistent with the entire site, not as a Residential service. Separate services will not be provided.

3.2.2 Connection and Upgrade Charges

A residential Customer, requiring a connection or a service capacity increase, whose building lies along BHI's existing distribution lines shall pay BHI connection charges in accordance with Section 2.1.1.

The maximum service entrance size for residential Customers shall be 600A. All residential secondary services in excess of 200A shall be installed underground, at the Customer's expense.

The cost of an expansion to BHI's distribution system due to the new or upgraded connection will be in accordance with Section 2.1.2 of these Conditions of Service.

3.2.3 Ownership and Operational Demarcation Point

The electrical ownership and operational demarcation point shall be located at:

- The Customer's conductors emerging from the service head or mast on overhead low voltage connection assets; or
- Up to and including 400A, the supply terminals of the meter base on underground low voltage connection assets (line side).
- For 600A services, at the secondary terminal (spade) of the transformer.

The customer is responsible for all civil infrastructure on their property, including ducts, transformer foundations, ground grids and customer owned poles and anchors. For residential services requiring a pole line and transformer installed on the customer property, the customer is to consult with BHI on the specific demarcation point for their installation, which may differ from the above. The demarcation point will be noted on the service layout or OTC if it differs from the above.

3.2.4 Voltage

The nominal supply voltage will be 120/240 Volt single-phase (Note: all conductors both overhead and underground shall be per BHI specifications).

3.2.5 Metering

To accommodate BHI's meter installation, the Customer shall make provision as follows:

- Where the rating of a Customer's main disconnecting device does not exceed 200 A the Customer shall provide a 120/240 V, 200 A, 1-phase 4-jaw outdoor meter base connected on the supply side of the main disconnecting device. Customers shall consult with BHI's Engineering Department for details of approved meter bases.
- Where the rating of a Customer's main disconnecting device exceeds 200A but does not exceed 600 A the Customer shall provide an outdoor combination meter socket and metering transformer enclosure connected on the supply side of the main disconnecting device and equipped with:
    i. 120/240 V, 10 Amp - 5-jaw meter socket with automatic circuit-closing device; and
    ii. Measurement Canada approved 3 wire metering current transformer with appropriate rating (including rating factor) for the service size.

All residential meter installations shall be installed in accordance with section 2.3.7 of these Conditions of Service.

Freehold Townhouses shall be individually metered subject to the approval of BHI. For all other Row type or Town house metering arrangements the meter installation equipment provided by the Customer shall consist of a grouping of individual meter bases located at the end of each multiple unit building nearest to BHI's distribution transformer and equipped with meter bases that are in accordance with current BHI standards.

3.2.6 Billing

Residential Customers will be billed based on actual metered consumption. Under exceptional circumstances BHI will bill such Customers based on estimated consumption.

3.2.6.1 Billing Qualified Low-Income Customers

- Upon receiving notification from the Central Services Provider and as soon as practical, BHI will apply the Ontario Electricity Support Program ("OESP") rate assistance amount authorized by the Central Services Provider to the eligible Customer's bill.
- Upon receiving notification from the Central Services Provider and as soon as practical, BHI will adjust the eligible Customer's bill for the changed OESP rate assistance or cease to adjust the bill amount as authorized by the Central Services Provider.
- BHI will restore the eligible Customer's OESP status if within two billing periods of disconnection BHI reconnects the Customer at the same premises.
- BHI will apply any excess OESP assistance to the eligible Customer's future bill amounts. In no case will BHI refund to the eligible Customer any unused OESP credit.

3.2.7 Motors

The maximum acceptable rating for a motor or combination of motors that may be started simultaneously at full voltage across the line is two (2) horsepower at 120 V and four (4) horsepower at 240 V.

3.3 General Service Less Than 50 kW

3.3.1 Application

Subsection 3.3 applies to low voltage connection assets that operate at 750 V or less and supply electricity to general service Customers whose monthly average peak demand during a calendar year is less than, or is forecast by BHI to be less than, 50 kW.

3.3.2 Connection and Upgrade Charges

A general service Customer, requiring a connection of less than 50 kW or a service capacity increase, whose building lies along BHI's existing distribution lines, shall pay BHI service charges in accordance with Section 2.1.

The cost of an expansion to BHI's distribution system due to the new or upgraded connection will be in accordance with Section 2.1.2 of these Conditions of Service.

3.3.3 Ownership and Operational Demarcation Point

The electrical ownership and operational demarcation point shall be located at:

- The Customer's conductors emerging from the service head or mast on overhead low voltage connection assets up to and including 200A, or
- On underground low voltage connection assets at the secondary terminal (spade) of the transformer located on private property or at the secondary connection pedestal located at the property line.

The customer is responsible for all civil infrastructure on their property, including ducts, transformer foundations, ground grids and customer owned poles and anchors. For general services requiring a pole line and transformer installed on the customer property, the customer is to consult with BHI on the specific demarcation point for their installation, which may differ from the above. The demarcation point will be noted on the service layout or OTC if it differs from the above.

3.3.4 Voltage

The nominal supply voltage will be 347/600Y Volts 3-phase 4 wire, or 120/208Y Volts 3 phase 4 wire, or 120/240 Volts 1-phase, where available. Early consultation with BHI Engineering Department is required to confirm the availability of specific voltages within the BHI distribution system.

3.3.5 Metering

To accommodate BHI's meter installation, the Customer shall provide acceptable equipment in accordance with one of the following arrangements, as designated by BHI:

- 120/240 V, 200 A, 1-phase 4-jaw meter socket connected on the load side of the main disconnecting device; or
- 208/120 V, 200 A, 3-phase 7-jaw meter socket connected on the load side of the main disconnecting device; or
- 600/347 V, 200 A, 3-phase 7-jaw meter socket with an insulated neutral jaw and connected on the load side of the main disconnecting device.

The meter installation shall be installed in a location that is acceptable and, in addition to the requirements of the OESC and the Ontario Building Code, shall be:

- Mounted 1.7 m (±100mm) above final grade or finished floor to the centre of the meter;
- not located within 910 mm of a natural gas meter or adjacent property; and
- Not located within 750 mm of the main disconnecting device or a side wall.

3.3.6 Billing

General Service <50 kW Customers whose consumption is measured using either a Smart Meter or an interval meter will be billed based on actual metered consumption. Under exceptional circumstances BHI will bill such Customers based on estimated consumption.

3.3.7 Multi-Unit Residential Buildings

The operational demarcation point shall be the main disconnecting device at a Multi-Unit Residential Building's premises that separates the electrical service to the facilities or building from BHI's distribution system.

The ownership demarcation point shall be a point on BHI's distribution system at the Customer's premises selected as the ownership demarcation point by BHI.

Metering requirements are described at 2.3.7.

BHI requires that any Multi-Unit Residential building post all disconnection notices in the building or in a conspicuous place.

3.3.8 Motors

The maximum acceptable rating for a motor or combination of motors that may be started simultaneously at full voltage across the line is:

2 HP at 120 V 1-ph	6 HP at 120/208 V 3-ph
4 HP at 240 V 1-ph	8 HP at 347/600 V 3-ph

3.4 General Service Greater Than 50 kW and Less Than 5000 kW

3.4.1 Application

Subsection 3.4 applies to general service Customers whose monthly average peak demand during a calendar year is greater than, or is forecast by BHI to be greater than, 50 kW but less than 5000 kW.

3.4.2 Connections and Upgrade Charges

A general service Customer, requiring a connection of greater than 50 kW and less than 5000 kW, whose building lies along BHI's existing distribution lines, shall pay BHI service charges in accordance with Section 2.1.

A general service Customer, requiring a connection of greater than 50 kW and less than 5000 kW, or requiring an upgrade in connection assets at its premises shall pay BHI the net cost of upgrading the connection assets that is in excess of the net cost in excess of the cost of standard metering.

The cost of an expansion to BHI's distribution system due to the new or upgraded connection will be in accordance with Section 2.1.2 of these Conditions of Service.

3.4.3 Ownership and Operational Demarcation Point

The electrical ownership demarcation point shall be located:

- At the Customer's conductors emerging from the service head or mast on overhead low voltage connection assets up to and including 200A; or
- on underground low voltage connection assets at the secondary terminal (spade) of the transformer located on private property or at the secondary connection pedestal located at the property line; or
- on high voltage connection assets where the transformer is owned by the Customer, at the supply terminals of the Customer's main disconnecting device or at the Customer's dead-end insulator on the Customer's pole or structure; or
- No greater than 30 m from the point of entry onto the property where a private distribution system has been installed on the Customer's premises.

Where the Customer has ownership of a primary voltage main disconnecting device, this device shall be the operational demarcation point, which shall be under the operating control of BHI. The customer is responsible for providing adequately qualified and equipped personnel to operate the switch as needed for isolation, under the witness of BHI staff. BHI will not operate customer owned switches except in the case of emergencies and accepts no liability for damage to customer owned equipment.

The customer is responsible for all civil infrastructure on their property, including but not limited to ducts, transformer foundations, ground grids and customer owned poles and anchors. For general services requiring a pole line and transformer installed on the customer property, the customer is to consult with BHI on the specific demarcation point for their installation, which may differ from the above. The demarcation point will be noted on the service layout or OTC if it differs from the above

3.4.4 Voltage

BHI supplies electricity at the following nominal voltages and phases, where available:

A) High Voltage	**B) Low Voltage**
16,000/27 600Y – Volts 3 phase 4-wire; or	347/600Y – Volts 3 phase 4-wire; or
8,000/13 800Y – Volts 3 phase 4-wire; or	120/208Y – Volts 3 phase 4-wire; or
2,400/4160Y – Volts 3 phase 4-wire	120/240 – Volts 1 phase 3-wire

Early consultation with BHI Engineering Department is required to confirm the availability of specific voltages within the BHI distribution system.

3.4.5 Transformers

3.4.5.1 Transformer Ownership

Transformation up to a maximum capacity of 150 kVA single-phase or 2500 kVA (1000 kVA for 120/208Y) three-phase will be owned and operated by BHI, except where transformers were previously owned by the Customer. BHI does not inventory replacement units for all transformer sizes.

Transformation in excess of 150 kVA single-phase or 2500 kVA (347/600V) three-phase at the Customer's premises, shall be owned by the Customer and, as such, constructed, maintained and operated by the Customer in accordance with the requirements of the OESC.

The maximum rating of a Customer's main disconnecting device that will be supplied by transformers owned by BHI shall not exceed:

- 2500 A at 347/600Y V; or
- 2500 A at 120/208Y V; or
- 400 A at 120/240 V; or
- 600 A, which may be allowed in special circumstances.

The maximum service sizes above may not be available at all primary voltages and locations. Consultation is required with BHI to determine the maximum service size available. BHI reserves the right to determine the primary voltage the customer must connect at. In some cases, this may require system expansion.

3.4.5.2 Transformer Installation

Acceptable installation facilities shall be provided by the Customer to accommodate and protect transformers owned by BHI, including adequate provision for cooling to maintain transformers at normal operating temperatures. Detailed specifications are available from BHI Engineering Department.

Access to BHI owned transformer(s) shall be provided by the Customer as per Section 1.7.1. When transformation is supplied by BHI, it must be located within 2m of an accessible roadway capable of carrying heavy trucks. This roadway is to facilitate the installation, repair, or replacement of the transformer by BHI personnel. This roadway, when required, will be installed and maintained by the Customer. Exceptions to these criteria shall be at the sole discretion of and be approved by BHI.

Requirements and installation specifications for Customer owned transformers are also available from BHI Engineering Department.

3.4.5.3 Customer-Owned Transformer

Customer-owned transformers connected to BHI's distribution system shall be built in accordance with CSA Standard CAN/CSA–C88-M90 Power Transformers and Reactors latest edition. As a general guideline, these transformers shall meet CSA Standard C802, Maximum Losses for Distribution, Power, and Dry Type Transformers, with respect to impedances and efficiencies or as required by O. Reg 509/18 depending on the circumstances. Impedances that exceed the values specified in the standard are not acceptable.

The Customer must submit the following for review and approval by BHI before purchasing and installing their transformation assets:

- specification of the transformer, include. but not limited to, kVA capacity, short-circuit rating, manufacturer's performance curves, primary and secondary voltages, configuration, tap positions and bushing design, core and winding construction details, cable termination details, basic impulse levels, insulation class, operating temperature, and cooling details;
- any non-standard loading conditions (e.g. harmonic loading etc.);
- all certified factory and field acceptance test results including but not limited to resistance measurements, no-load loss at rated voltage, exciting current at rated voltage, impedance, and load loss, applied potential tests, induced potential tests, polarity and phase relation tests, ratio test, low frequency test and chopped wave and full wave impulse tests (Losses shall be corrected to 85 degree C);
- a coordination study, which demonstrates co-coordinated protection between BHI's over-current protection installed at the point of primary supply (where applicable), the transformer's (or substation's) high-voltage over-current protection and the transformer's (or substation's) low-voltage over-current protection;
- one set of as-built name plate and outline drawings of the transformer and any high-voltage (and where applicable, medium-voltage) switchgear; and
- one set of design and as-built site plan of the transformer station showing the equipment layout, proposed primary connections, grounding and fence details, where applicable.

3.4.6 Metering

3.4.6.1 Metering Equipment

To accommodate BHI's meter installation, the Customer shall provide acceptable equipment in accordance with one of the following arrangements, as designated by BHI:

a) Self-Contained Metering Up to 200Amp:

A self-contained meter installation at low voltage where the rating of the Customer's main disconnecting device does not exceed 200 A shall be provided with:

i. 120/208 V, 200 A, 3-phase 7-jaw meter socket connected on load side of the main disconnecting device; or

ii. 600/347 V, 100 or 200 A, 3-phase 7-jaw indoor meter socket with an insulated neutral jaw and connected on the load side of the main disconnecting device.

b) 120/240 V, 400 A

A General Service single-phase transformer-type meter installation at 120/240 V where the rating of the Customer's main disconnecting device ranges from greater than 200A up to 400 A shall be provided with:

i. 120/240 V, 10 A, 5-jaw outdoor meter socket with an automatic circuit-closing device;

ii. indoor instrument transformer enclosure; and

iii. 19 mm conduit from the instrument transformer enclosure to the meter socket.

c) Three-Phase Greater than 200 kW and Less than 500 kW

A three-phase transformer-type meter installation that is not equipped with interval meters and where the monthly average peak demand during a calendar year is forecast by BHI not to exceed 500 kW shall be provided with:

i. an acceptable meter enclosure;

ii. an indoor instrument transformer enclosure; and

iii. 25 mm conduit from the instrument transformer enclosure to the meter enclosure.

iv. A voice grade direct access telephone line that is active 24 hours every day and protected by a 13 mm conduit from the telephone entrance equipment into the meter enclosure.

d) Three-Phase Greater than 500 kW

A transformer-type meter installation where the monthly average peak demand during a calendar year is forecast by BHI to exceed 500 kW and where the rating of the Customer's main disconnecting device does not exceed 3000 A at low voltage are required to have an interval meter and shall be provided with:

i. An acceptable meter enclosure;

ii. an indoor instrument transformer enclosure or instrument transformer compartment;

iii. 31 mm of conduit from the instrument transformer enclosure to the meter enclosure; and

iv. A voice grade direct access telephone line that is active 24 hours every day and protected by a 13 mm conduit from the telephone entrance equipment into the meter enclosure.

3.4.6.2 Instrument Transformer Enclosure

A Customer who requires a transformer-type meter installation shall provide a metal instrument transformer enclosure that is:

- Equipped with

i. a hinged door,

ii. provision for securing the transformers to the enclosure, and

iii. padlock hasp to be locked with BHI padlock ;

- Connected on the load side of the main disconnecting device; and
- Dimensioned as follows:

i. 120 Volt single phase service: Over 200 Amperes up to and including 400 Amperes - 1.0 m x 1.0 m x 0.3 m (36" x 36" x 12"); Over 400 Amperes up to and including 600 Amperes - 1.2 m x 1.2m x 0.3m (48" x 48" x 12")

ii. 120/208 Volt three phase four wire service: Over 200 Amperes up to and including 600 Amperes - 1.2 m x 1.2 m x 0.3 m (48" x 48" x 2")

iii. 347/600 Volt three phase four wire services: Over 200 Amperes up to and including 600 Amperes - 1.2 m x 1.2 m x 0.3 m (48" x 48" x 12")

iv. Where a cabinet is required for meters only, the dimensions will be a minimum of 0.6 m x 0.6 m x 0.3 m (24" x 24" x 12")

- Provided with one of the following meter loop arrangements

i. Spare conductors not less than 450 mm in length, equipped with connectors and terminated at each bar-type current transformer connection point, or

ii. three-phase conductors installed through ring-type current transformers, or

iii. Other acceptable provision for connection of current transformers.

3.4.6.3 Multi-Occupancy Metering

Refer to section 2.3.7 for metering service to Multi-Unit Residential Suite (Condominium) buildings.

The meter installation for new multiple occupancy buildings where the rating of the main disconnecting device exceeds 400 amps shall satisfy the following requirements:

- Meters shall be installed in a central service room that has direct outside access or common access to all metered building structures.
- A service room shall be separated from the remainder of the building by an approved fire separation.
- An acceptable key deposit box shall be installed outside the access door to the central service room.

- Any splitter trough cover shall be hinged to open downward and equipped with provision for padlock and seal.
- A full-sized neutral supply conductor shall be extended from any splitter trough to each meter socket.
- The conductors to each meter shall be provided with a separate sub-service box.
- Sub-service boxes shall be identified with an approved address or unit number and the same number shall identify the service panel inside the unit.

Where a BHI provided multi-customer metering system is being provided and installed, additional requirements may be applicable as per the BHI Metering Standard.

3.4.6.4 Meter Location

Meter installations shall be installed in locations that are in accordance with the BHI Metering Standard and in addition to the requirements of the OESC, shall be:

- Mounted 1.7 m (±100mm) above final grade or finished floor to the centre of the meter;
- not located within 910 mm of a natural gas meter or adjacent property; and
- Not located within 750 mm of the main disconnecting device or a side wall.

Notwithstanding the previous clause, the Customer shall consult with BHI's Engineering Department to determine the meter locations for multiple occupancy structures that require individual meter installations.

3.4.7 Motors

Squirrel cage induction motors may be started at full voltage across the line provided that the sum of the full load currents of all the motors that may be started simultaneously is not more than 12.5% of the capacity of the Customer's main disconnecting device. Where the simultaneous motor load is more than allowable for simultaneous starting at full voltage across the line, the Customer shall utilize acceptable reduced-voltage starters.

3.5 Embedded Generation and Energy Storage

3.5.1 Application

Section 3.5 applies to Customers whose embedded generation facility or energy storage device is not directly connected to the IESO-controlled grid but instead is connected and operated in parallel with BHI's distribution system.

Customers with portable or permanently connected generation or energy storage capability shall comply with all applicable criteria of the OESC and in particular, shall ensure that the Customer's generation and/or storage does not back feed onto BHI's system (this also pertains to solar or wind power installations). There shall be proper interface protection between the Customer's electrical

circuits and BHI's distribution system. In all of these cases, Customers will need to coordinate the installation and approval of the electric power generator or energy storage device with the ESA.

This section applies to Embedded Generators and not to the connection or operation of an emergency back-up generation facility, which is described in Section 2.3.6 Back-Up Generators.

Each small, mid-sized or large Embedded Generator will be required to complete and sign a Connection Agreement in the form set out in Appendix E of the DSC. (Appendix E Contracts and Applications for Connecting a Generator to the Local Distribution System & Information in a Connection Agreement for a Large Embedded Generator). BHI expects that Embedded Generators will be capable of providing all enabling permits (e.g., Building Permit) in a timely manner.

3.5.2 Information

BHI requires early consultation before planning a connection of an embedded generation facility to BHI's distribution system.

BHI will promptly respond with an appropriate generation connection information package in accordance with Section 6.2.3 and 6.2.4 of the DSC.

3.5.3 Process and Technical Requirements

BHI will process applications in accordance with the DSC.

The following size categories are classified for embedded load displacement generation facilities:

Generator Classification	**Rating**
Micro	< 10 kW, for Customer's own use
Small	(a) < 500 kW connected on distribution system voltage < 15 kV
	(b) < 1 MW connected on distribution system voltage > 15 kV
Mid-Sized	(a) < 10 MW but > 500 kW connected on distribution system voltage < 15 kV
	(b) > 1MW but < 10 MW connected on distribution system voltage > 15 kV
Large	> 10 MW

3.5.4 Connection Requirements

Prior to connection all embedded generators shall execute a connection agreement with BHI and shall satisfy the requirements of these Conditions of Service. The connection agreement will be developed in accordance with Appendix E – Contracts and Applications for Connecting a Generator to the Local Distribution System, of the DSC.

In accordance with Section 2.2 of these Conditions of Service BHI may disconnect any generator that does not execute a connection agreement.

BHI will not allow generator connections to the distribution system that may adversely affect the power quality, reliability, or the safety of BHI's personnel or Customers.

The embedded generator shall be responsible for all costs associated with BHI performing studies, developing and implementing plans (e.g., risk mitigation) that are to the satisfaction of BHI. Preparations for and attendance at preliminary meetings to discuss the basic feasibility of a generator connection shall be at BHI's expense.

If the generator proposes to materially change the mode of operation, the installed capacity and/or the protective devices, the generator must submit the information required for reassessment of the impact of the operation of the facility prior to making such changes.

3.6 Embedded Market Participant

All Embedded Market Participants, within the service jurisdiction of BHI, once approved by the IESO are required to inform BHI of their approved status in writing, 30 days prior to their participation in the Ontario electricity market.

A Connection Agreement and a Settlement Agreement will be required between an Embedded Market Participant and BHI.

An Embedded Market Participant will be responsible for the ownership, installation and maintenance of the meter installation and contracting the services of a meter service provider.

3.7 Unmetered Connections

3.7.1 Application

Subsection 3.7 applies to low voltage connection assets that operate at 750 V or less and supply electricity to unmetered loads whose monthly average peak demand during a calendar year is less than, or is forecast by BHI to be less than, 50 kW (e.g. cable TV power packs, bus shelters).

3.7.2 Connection and Upgrade Charges

Requests for an unmetered load can be made by contacting the BHI Engineering Department to initiate the process for connection. An Unmetered Customer requiring a connection of less than 50 kW or a service capacity increase and whose device lies along BHI's existing distribution lines shall pay BHI service charges in accordance with Section 2.1. The cost of an expansion to BHI's distribution system due to the new or upgraded connection will be in accordance with Section 2.1.2 of these Conditions of Service.

3.7.3 Ownership and Operational Demarcation Point

These facilities are owned and maintained either by the property owner (Customer), or a party who is leasing the device to a Customer. BHI owns the distribution system connection equipment providing the electrical supply to these miscellaneous unmetered loads.

The ownership and operational demarcation point shall be located at:

- The Customer's conductors emerging from the service head or mast on overhead low voltage connection assets up to and including 200A, or
- On underground low voltage connection assets at the secondary terminal (spade) of the transformer located on private property or at the secondary connection pedestal located at the property line.

3.7.4 Voltage

The nominal supply voltage will be 120/240 Volts 1-phase. Early consultation with BHI Engineering Department is required to confirm the availability of specific voltages within the BHI distribution system.

3.7.5 Metering

In general, all connections are to be metered. BHI has sole discretion to determine if a load is to be classified as unmetered. All new or upgraded connections to BHI's distribution system will be metered, excluding connections for municipally owned Street Lighting, where approved by BHI. If, at any time, BHI determines that a meter is to be installed to measure electricity consumption at an existing unmetered connection, the Customer shall install all equipment necessary, as required under the appropriate rate class, in accordance with BHI's Conditions of Service, within sixty (60) days of receipt of notice from BHI or a reasonable timeframe as agreed to by BHI.

Relocation of an existing unmetered connection shall be upgraded to a metered service unless explicitly approved by BHI in advance.

3.7.6 Load Data

An Unmetered Load Customer shall provide detailed manufacturer information/documentation with regard to electrical demand/consumption of the proposed unmetered load. The Customer will advise BHI of any changes to its devices that will impact the energy consumed in a timely manner and in advance of the deployment of such devices or changes to existing devices and will, upon request by BHI, provide proof satisfactory to BHI of the quantified change in consumption.

BHI will review the impact of any change in the devices deployed to the Billed Amount and will make all appropriate changes to its billing data in a timely manner.

BHI will take all reasonable steps to communicate in a timely manner with the Customer using its established communications channels (e.g., website, bill messages) regarding any actions that may impact the Customer, either favourably or unfavourably, and changes in any rates charged to the Customer and will do so in a timely manner.

3.7.7 Billing

BHI uses the load data provided by the Customer and the applicable rates and charges to compute the bill amounts owed by the Customer.

3.7.8 Motors

Consult with BHI regarding any motors on an unmetered connection. Motors may not be permitted on unmetered connections and a metered service entrance may be required.

3.8 Streetlighting

All Roadway lighting devices owned and operated by the City of Burlington, the Regional Municipality of Halton, the Ministry of Transportation, and private roadway operators shall be controlled by photocells. Unless otherwise specified, the service to streetlights will be unmetered. Street lighting is supplied at a rate approved by the OEB per BHI's Tariff of Rates and Charges. Energy consumption will be based on connected wattage information submitted by the Customer and calculated as per hours of use, subject to the approval of BHI.

Where streetlighting is connected past metered service entrances, the service shall be considered General Service.

3.8.1 Application

Subsection 3.8 applies to Street Lighting connection assets that operate at 750 V or less.

3.8.2 Connection and Upgrade Charges

Requests for Street Lighting service can be made by contacting the BHI Engineering Department to initiate the process for connection. Street Lighting services shall pay BHI service charges in accordance with Section 2.1. The cost of an expansion to BHI's distribution system due to the new or upgraded connection will be in accordance with Section 2.1 of these Conditions of Service.

3.8.3 Ownership and Operational Demarcation Point

Street lighting facilities on a private road or driveway are owned and maintained either by the property owner (Customer), or by a party which leases the facilities to a Customer. BHI owns the distribution system connection equipment providing the electrical supply to Street Lighting loads.

The ownership and operational demarcation point between BHI's distribution system and the street lighting facilities shall be:

- The point where Customer's conductors emerge from the transformer or mast on overhead low voltage connection assets up to and including 200A, or
- On underground low voltage connection assets at the secondary terminal (spade) of the transformer located on private property or at the secondary connection pedestal located at the property line or
- at the fuse holder or connectors where load equipment is directly connected to BHI secondary bus.

3.8.4 Voltage

The nominal supply voltage will be 120/240 Volts 1-phase. Where higher voltages are required, a metered service entrance may be required.

3.8.5 Metering

In general, BHI does not meter Street Lighting Loads. At its sole discretion, BHI may require the Customer to provide metering facilities for a specified load or group of devices. This determination will be made prior to connection and will be communicated to the Customer at the time of the request. Any relocation or service upgrade of an existing unmetered connection shall be upgraded to a metered service unless explicitly approved by BHI in advance.

3.8.6 Load Data

Street Lighting customers shall provide detailed manufacturer information/documentation with regard to electrical demand/consumption of the proposed Street Light load. The Street Lighting Customer will advise BHI of any changes to its devices that will impact the energy consumed in a timely manner and in advance of the deployment of such devices in advance of or changes to existing devices and will, upon request by BHI, provide proof satisfactory to BHI of the quantified change in consumption.

BHI will review the impact of any change in the devices deployed to the Billed Amount and will make all appropriate changes to its billing data in a timely manner.

BHI will take all reasonable steps to communicate to the Customer using its established communications channels (e.g., website, bill messages) any actions that may impact, either favourably or unfavourably, on the rates charged to the Customer and will do so in a timely manner.

3.8.7 Billing

BHI uses the load data provided by the Customer and the applicable rates and charges to compute the bill amounts owing by the Customer.

3.9 Third Party Attachments

Street lighting infrastructure, Third Party Attachments, or electrical equipment owned by the Customer are subject to ESA regulations and the requirements set out in Attachment Agreements between the third-party equipment owner and BHI.

Section 4 Glossary of Terms

The following terms are provided in addition to the definitions contained within the Related Codes and Governing Laws included in Section 1.2

In these Conditions of Service;

BHI: the distributor Burlington Hydro Inc.;

building: a structure that stands alone or that is cut off from adjoining structures by firewalls, which are unpierced or with openings protected by approved fire-doors, as defined by the OESC;

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

connection assets: 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 BHI's distribution system and the ownership demarcation point with the Customer;

connection agreement: the agreement entered into between BHI and a person connected to its distribution system that delineates the conditions of the connection and delivery of electricity to that connection (Appendix 5);

Customer's facilities: any and all equipment, elements, and facilities of any kind whatsoever owned by the Customer, including but not limited the equipment and facilities depicted in any schedule to the Customer's connection agreement;

demand: the rate at which electric energy is delivered, generally expressed in kilowatts, at a given instant or averaged over any designated interval of time;

demand meter: a meter that measures a consumer's peak consumption during a specified period of time;

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

easement: means a right awarded to a person to make limited use of another person's property;

eligible low-income customer: means (a) a residential electricity consumer who has been approved for the Ontario Electricity Support Program, or (b) a residential electricity consumer who has been approved for the Low-Income Energy Assistance Program (based on DSC section 1.2);

energized: means provided with electric voltage or potential;

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

equipment: any structures, distribution lines, transformers, breakers, disconnect switches, buses, voltage/current transformers, protection systems, telecommunications systems, cables, or any other auxiliary equipment used for the purpose of conveying electricity whether owned by BHI, another distributor, or a Customer, including without limitation any equipment in any of the relevant schedules attached to the connection agreement;

force majeure: any cause which is beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the Party claiming force majeure or its contractors or suppliers. It will include, without limitation, strike, lockout or labour dispute, failure to perform by contractors or suppliers of materials, shortage of fuel, riot, fire, flood, ice, invasion, civil war, commotion, insurrection, blockades, embargoes, sabotage, epidemics, explosions, military or usurped power, order of any court granted in any bona fide adverse legal proceeding or action, order of any civil or military authority (either de facto or de jure and including orders of governmental authorities which conflict with the terms of these Conditions of Service), acts of God or public enemies, failure or malfunction of system facilities and unscheduled outage of distribution facilities, generating units or transmission facilities.

main disconnecting device: a device that disconnects the electrical supply to a Customer's facilities or building from BHI's distribution system;

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

MIST meter: an interval meter from which data is obtained and validated within a designated settlement timeframe. MIST refers to "Metering Inside the Settlement Timeframe";

OEB: means Ontario Energy Board;

Ontario Electrical Safety Code: the standards referred to in Part VIII of the Electricity Act regarding the Electrical Safety Code;

Party: a Customer or Applicant applying for services from BHI;

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

point of entry: the point at which BHI's conductors cross over from the public right-of-way, or BHI's easement, to the Customer's premises;

premises: a building and its land;

standard supply service Customer: a Customer who is sold electricity under Section 29 of the Electricity Act;

supply voltage: the voltage at the ownership demarcation point;

temporary service: means an electrical service granted temporarily for such purposes as construction, real estate sales, trailers, etc.

Section 5 Appendices

SERVICE CONNECTION AGREEMENT

CONTACT INFORMATION:

Date of Request: _____ Account No. _____

Location: _____ Replacing Acct.: _____

Name: _____ Contact: _____

Service Address: _____

Mailing Address:
(if different from above) _____

Home Phone No: ( ) _____ Business No: ( ) _____

Fax No: _____ E-Mail Address: _____

Type of Business: ( ) _____ Owner/Tenant(s): ( ) _____

Security Deposit Amount: _____ Receipt No.: _____ Date Received: _____

Bill Code: _____ SIC Code: _____ Lot No.: _____

Occupation Date: _____

The undersigned herein called the Customer, hereby requests Burlington Hydro to supply distribution services at the premises described as

_____

_____

This application when signed by the Customer and executed by Burlington Hydro by the signature of its authorized officer, shall be a contract between the Customer and Burlington Hydro under and governed by the Electricity Act, 1998, S.O. 1998, c.15, Schedule A.

The Customer agrees to accept distribution services from Burlington Hydro in accordance with the Conditions of Service and in so accepting agrees to pay Burlington Hydro at the authorized rates from the date that Burlington Hydro is ready to service the Customer

_____ _____

Signature of Customer Witness (signature and name)

Accepted for Burlington Hydro by _____

on the effective date of _____

GENERAL CONDITIONS

Rates and Charges

The authorized rates are the rates and charges including a normal minimum charge authorized from time to time by the Ontario Energy Board for the classification of service that is now or hereafter applicable to the Customer. The Customer is responsible for the authorized rates and shall commence paying at the authorized rates from the date that Burlington Hydro Inc. ("BHI") is ready to service the Customer.

Service Connection

BHI is ready to service the Customer on or about the date on which electricity at delivery voltage is available, regardless of whether or not the Customer has electrical works connected to BHI's line. BHI will determine electrical consumption to which BHI's authorized rates apply, either by meter reading or by BHI's estimate when the meter reading has not occurred.

Payments

If the account is opened in more than one person's name, all such persons are BHI's Customers and all jointly and severally agree to comply with and to pay the rates and charges in accordance with the terms and conditions of the contract.

Late Payment Charges

A late payment charge may be charged on overdue accounts whether the bill is based on a meter reading or by BHI's estimate where meter reading has not occurred. The late payment charge is set at 1.5% (per cent) compounded monthly {19.56% (per cent) per annum}. A N.S.F. (Not Sufficient Funds) cheque charge may be charged on returned cheques.

Deposits

Whenever required by BHI, including but not limited to, as a condition of continuing the supply of electricity, the Customer shall furnish and thereafter shall maintain security in an amount as BHI deems necessary and reasonable to guarantee payment of the bills for power and/or reimbursement for expenditure incurred by BHI for works required for the supply of electricity and the Customer shall increase the amount of the security when required by BHI. The security must be in a form acceptable to BHI. Detailed requirements are as per the Conditions of Service Section 2.4.3.

Space and Access

The Customer shall provide convenient and safe space, free of charge or rent, for BHI's meters and equipment on or in the Customer's premises and shall permit no one who is not a properly authorized agent of BHI, or otherwise lawfully entitled to do so, to repair, remove, inspect, or tamper with any of the meters and equipment.

Powers of Entry

BHI may, at reasonable times, enter land on which its distribution system is located to:

- inspect, maintain, repair, alter, remove, replace, or disconnect wires or other facilities used to distribute electricity; or
- install, inspect, read, calibrate, maintain, repair, alter, remove, or replace a meter; or
- shut off or reduce the supply of electricity to the property, or connect or disconnect equipment, or open or close circuits.

BHI may, at reasonable times, enter on the parts of a multi-unit building owned or occupied by others, or mutual driveway or other common passage shared by a neighbour, to install, construct or maintain its distribution system, including anything necessary to make the connection.

BHI may, at reasonable times, enter any land to cut down or remove trees, branches, or other obstructions if, in the opinion of the BHI, it is necessary to do so to maintain the safe and reliable operation of its distribution system.

Liability for Damage

Meters and all other equipment belonging to BHI, on the premises of the Customer, shall be in the care and risk of the Customer. If the equipment is destroyed or damaged in any way other than by ordinary wear and tear, the Customer shall pay BHI the value of such meters and equipment, or the cost of repairing or replacing the items.

Limitations on the Guaranty of Supply

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

Amending the Agreement

BHI may from time to time amend the terms and conditions of this agreement, the billing or metering frequency, and the interpretation and application of rates.

Assignment and Succession

This agreement shall be binding upon BHI and the Customer and their heirs, executors, administrators, successors and assigns respectively as soon as the service has been connected or delivered.

Demarcation Points

The operational demarcation point shall be the main disconnecting device at the Customer's premises that separates the connection of the Customer's facilities or building from BHI's distribution system. The ownership demarcation point shall be a point on BHI's distribution system at the Customer's premises selected as the ownership demarcation point by BHI. Demarcation points for electrical equipment and civil plant ownership may differ and are as determined by BHI.

Disconnection

BHI may disconnect the Customer for any of the reasons specified in the Conditions of Service.

Termination

This Connection Agreement will remain in force for an indefinite term from the date that BHI is ready to serve the Customer, provided that either party may, by at least five (5) days' notice to the other, terminate the Connection Agreement. Upon termination of the Connection Agreement, the meter will be read, and a final bill issued to the Customer.

Power Factor

All electrical and mechanical equipment used by the Customer should be selected with reference to securing a minimum power factor of 90 per cent when operating the Customer's maximum loads. If in any month the Customer's power factor falls below 90 per cent, the billing demand will be increased in the percentage that 90 per cent power factor bears to the power factor of the Customer's load.

Acceptance of Conditions of Service

The acceptance of distribution services provided by BHI constitutes acceptance of BHI's **Conditions of Service** and the terms of any applicable Connection Agreement.