



Burlington *hydro*.inc.

# CONDITIONS OF SERVICE

To Take Effect March 1, 2017

**Burlington Hydro Inc.**  
**CONDITIONS OF SERVICE**

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### SECTION 1

#### INTRODUCTION

Burlington Hydro Inc., referred to herein as "BHI", is a business corporation incorporated under the laws of the Province of Ontario to distribute electricity. BHI is an electricity distributor licenced by the Ontario Energy Board (OEB) to distribute electricity pursuant to Part V of the ***Ontario Energy Board Act, 1998***, Licence ED-2003-0004.

This "**Conditions of Service**" document describes the operating practices and connection policies of Burlington Hydro Inc. It sets out the terms and conditions on which Burlington Hydro Inc. offers electricity distribution services to Customers. 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.

#### 1.1 IDENTIFICATION OF DISTRIBUTOR AND SERVICE AREA

BHI is licenced to operate distribution facilities within the Municipality of the City of Burlington, Ontario, as defined in its Distribution Licence.

#### 1.2 RELATED CODES AND GOVERNING LAWS

BHI and the Customer shall comply with all applicable laws, regulations, and codes, including the provisions of the latest editions of the following:

- a) Federal Laws and regulations
- b) Provincial laws and regulations
- c) Municipal By-Laws
- d) Electricity Act, 1998 as amended (Ontario)
- e) Ontario Energy Board Act, 1998 as amended
- f) OEB Distribution Licence
- g) OEB Affiliate Relationships Code
- h) OEB Conservation and Demand Management Code for Electricity Distributors
- i) OEB Distribution System Code

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- j) OEB Retail Settlement Code
- k) OEB Standard Supply Service Code
- l) OEB Transmission System Code
- m) Electricity and Gas Inspection Act (Federal)
- n) Ontario Underground Infrastructure Notification System Act, 2012
- o) Ontario Electrical Safety Code ("OESC")
- p) Public Service Works on Highways Act (Ontario)
- q) Building Code Act, 1992 as amended (Ontario)
- r) Personal Information Protection and Electronic Documents Act ("PIPEDA") (Federal)
- s) Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") (Ontario)
- t) Occupational Health and Safety Act (OHSA) Ontario
- u) Ontario Regulation 22/04 Electrical Distribution Safety
- v) Weights and Measures Act (Federal)
- w) Accessibility for Ontarians with Disabilities Act, 2005 as amended
- x) Canadian Anti-Spam Legislation

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

In the event of a conflict between this document and the documents listed above, the documents listed above shall govern. 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 planning and designing for electricity service must refer to all applicable Provincial and Canadian electrical codes, all applicable federal, provincial, municipal laws, regulations, codes and by-laws to ensure compliance. All work, on the BHI distribution system, shall be conducted in accordance with the latest edition of the Ontario Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, the Regulations for Industrial Establishments 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:

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- a) Headings 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) The word "person" includes the person's heirs, executors, administrators, successors, substitutes (including, but not limited to, persons taking by notation) and assigns, a firm, a body corporate, an unincorporated association, or an authority;
- e) The word "acceptable" shall mean acceptable to BHI;
- f) 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;
- g) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- h) Where "meter read" or "meter reading" is used in this document, it means the collection of data either manually, automatically or remotely;
- i) Specified periods of time refer to business days, and the number of days from a given day or the day of an act or event is to be calculated exclusive of the given day or day of the act or event;
- j) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later and does not include weekends and Public Holidays; and
- k) An event that is required under these **Conditions of Service** to occur on or by a stipulated day, which is not a business day, may occur on or by the next business day that is not a holiday.

### 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 in each Customer's regular bill mailings as per Section 2.4.8 of the Distribution System Code (DSC). Customers will have ten (10) days to provide comments.

All changes will be approved by the President of BHI.

The Customer is responsible for contacting BHI to obtain the current version of the

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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 Burlington Hydro Inc. website and can be downloaded from [www.burlingtonhydro.com](http://www.burlingtonhydro.com). They are also available for viewing at BHI's office.

### **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](mailto:cservice@burlingtonhydro.com) or by writing to:

<p><b>Burlington Hydro Inc.</b> <b>1340 Brant Street</b> <b>Burlington, Ontario L7R 3Z7</b></p>
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In the event of an emergency, outside of normal working hours, BHI can be contacted by telephone at 1-877-310-4937.

### **1.6 CUSTOMER RIGHTS AND OBLIGATIONS**

#### **1.6.1 RIGHT TO ELECTRICITY**

BHI is obligated to sell electricity to every person connected to its distribution system in accordance with section 29 of the Electricity Act, its OEB licence and the requirements of the Retail Settlement Code, unless a person advises BHI in writing, that the person does not wish to purchase electricity from BHI.

BHI is obligated to connect any building or facility, which lies along any of the lines of BHI's distribution system, when requested in writing by a person. BHI may refuse to connect according to section 2.2.3 of these Conditions of Service.

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.

The Customer is entitled to demand identification from any person purporting to be an authorized agent or employee of BHI.

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### **1.6.2 CUSTOMER SAFETY**

The Customer and/or Owner shall comply with all applicable laws and safety regulations, in accordance with the statutes, regulations and codes set out in Section 1.2. The Customer and/or Owner shall ensure that the Customer's equipment is properly identified and connected for metering and operation purposes. The customer is also required to take whatever steps are necessary to correct any deficiencies in a timely fashion.

### **1.6.3 CUSTOMERS WITH DISABILITIES**

Customers or Consumers with disabilities have the right to fully benefit from the same services, in the same place and in the same or similar way as other Customers. Alternative measures, rather than integration, may be necessary in the event that the specific accommodation cannot be provided at the time. If BHI is unable to remove a barrier to accessibility, BHI will consider any possible option short of undue hardship that can be done to provide services to people with disabilities.

All policies, practices and procedures used in delivering goods and services must comply with the accessible Customer service principles of:

- a) Independence - all Customers, including those with disabilities, shall be able to access goods and services, to the greatest extent possible, with unobstructed independence.
- b) Dignity - all Customers, including those with disabilities, will be treated with respect.
- c) Equality of Opportunity - All Customers, including those with disabilities, are to receive goods and services equally, and the goal of this organization is to have all Customers equally enjoy the benefits of the goods and services provided.

### **1.6.4 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 2.3 of these Conditions of Service.

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### **1.6.5 REGISTRATION AS A WHOLESALE MARKET PARTICIPANT**

In order for BHI to make the necessary changes to its billing systems, Customers that wish to register or de-register with the Independent Electricity System Operator (IESO) as a Wholesale Market Participant shall notify BHI in writing at least sixty (60) days in advance. The Customer must ensure that sufficient time is provided for IESO registration or de-registration.

### **1.6.6 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.

### **1.6.7 CUSTOMER'S RIGHT TO ACCESS TO METER INFORMATION**

A Customer has the right to interrogate his or her meter, and the right of access to meter information, or to assign these rights to others, in accordance with section 11 of the Retail Settlement Code and any relevant technical specifications and codes.

If the Customer requires metering information, arrangements must be made with the BHI metering department to arrange for Customer access to the information; if a second party is involved, a letter of consent may be required. A reasonable fee based on Time expended and Materials used will be charged to the Customer to set-up this process.

### **1.6.8 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 Ontario Electrical Safety Code (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 Tables 10.3 to 10.5, and 11.1 of the Institute of Electrical and Electronic Engineers standard 519-1992, *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

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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. 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 its own property.

### **1.6.9 EQUIPMENT REPAIR AND MAINTENANCE**

The Customer shall inspect the Customer Equipment at regular intervals. Clearances must conform to the Electrical Safety Code. 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 within the time specified by BHI, 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 2.3 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.

### **1.6.10 TREE AND VEGETATION MANAGEMENT**

Customers are responsible for all initial and continuing tree trimming, tree and brush removal for all new and existing 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.

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### **1.6.11 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.

### **1.6.12 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; and
- b) 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.

### **1.6.13 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 Customer's property in 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

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fans and structure. Customer shall respond forthwith to BHI's request to provide access, repair or maintain any civil structures on Customer's property.

### **1.6.14 LOW INCOME CUSTOMERS**

- a) Eligible low-income Customers are residential electricity Customers who:
  - 1. Are approved by the Ontario Electricity Support Program's Central Services Provider; or
  - 2. Are approved by BHI's Low-Income Energy Assistance Program Intake Agency for Emergency Financial Assistance.
- b) Security Deposits

If a low income qualified Customer has previously paid BHI a security deposit, this Customer may ask for it to be returned after any outstanding arrears are paid out. Any remaining security deposit to be returned to the low-income Customer will be credited to the account if the amount due is less than the Customer's average monthly bill. If the amount is equal to or greater than the Customer's average monthly bill, a refund by cheque may be requested.

If a low-income Customer is requested to provide a security deposit by BHI, this Customer may request a waiver.

#### **c) Under-Billing Adjustments**

If a billing error occurs and a qualified low-income Customer owes BHI for an underpayment, the Customer may elect to pay over:

- 1. a period equal to the duration of the billing error (up to a maximum of 2 years); or
- 2. over a period of 10 months where the under-billed amount is less than twice the Customer's average monthly bill and over a period of 20 months where the under-billed amount equals or exceeds twice the Customer's average monthly bill.

#### **d) Equalized payment plan option**

As of January 2017 BHI bills all Residential Customers on a monthly basis and offers a monthly equal payment option.

#### **e) Disconnection**

Prior to disconnecting a low-income Customer, BHI shall give the Customer a written Disconnection Notice and a telephone call 48 hours before disconnection. Both the written and telephone call notices shall include:

- 1. Information about the earliest and latest date that disconnection could occur and that disconnection could occur if the customer is not present;
- 2. information about the special arrears payment agreement available to eligible low-income Customers

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3. information about emergency financial assistance and other programs available to eligible low-income Customers
4. notice that more information is available from BHI (e.g., form of acceptable payment).

A qualified low-income Customer whose account is in arrears will be granted a disconnection suspension for 21 days after BHI has been notified by BHI's Low Income Energy Assistance Program Intake Agency or the Ontario Electricity Support Program's Central Services Provider that the Customer in question is eligible for Emergency Financial Assistance.

### f) Special Arrears Payment Agreement

BHI will offer an arrears payment agreement to any residential customer unable to pay his or her electricity charges. A down payment of up to 15% may be requested the first time the Customer enters into a low-income Customer arrears agreement or after having successfully completed a previous such agreement.

The time periods for repayment for low income customers are extended to:

1. 8 months if the amount owed is less than or equal to 2 times the Customer's average monthly bill;
2. 12 months if the amount owed is more than 2 and less than or equal to 5 times the Customer's average monthly bill; or
3. 16 months if the amount owed is more than 5 times the Customer's average monthly bill.

### g) Notification

Low Income customers are eligible for financial assistance for 2 years, or as long as 5 years if the customer is medically dependent on the supply of electricity. BHI will provide written notice to eligible Low Income customers at least 60 days in advance of the expiration of the eligibility period.

### h) Load Control devices

If BHI installs a load control device (either load limiter or timed load interrupter) instead of disconnecting the Customer who owes past due amounts, BHI will provide the Customer with a written explanation on how the device works and how it can be re-set, an emergency telephone number to call for assistance and literature from the local fire marshal about the risks associated with disconnecting electricity.

BHI will not deploy a load control device if the Customer has entered into an arrears agreement. If a qualified low income Customer enters into an arrears management plan, or after the Customer has paid the full amount outstanding, the load control device shall be removed.

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### **1.7 DISTRIBUTOR RIGHTS**

#### **1.7.1 SPACE AND ACCESS**

The Customer and/or Owner shall provide to BHI, free of charge or rent, a convenient and safe place for BHI's facilities and equipment on the Customer's and/or Owner's premises or approaches thereto. 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. BHI shall have powers of entry to the Customer's and/or Owner's premises or private property as provided in section 40 of the Electricity Act.

The Customer shall authorize BHI to have access to the premises at all reasonable times to perform the following tasks:

- a) install, inspect, read, calibrate, maintain, repair, alter, remove, or replace a meter;
- b) inspect, maintain, repair, alter, remove, replace, or disconnect wires or other facilities used to distribute electricity; or
- c) perform switching operations or interrupt the Customer's supply to maintain or improve the supply system or to provide new or upgraded services to other Customers.

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.

#### **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 notify and discuss the planned re-clearing of existing rights of way with property owners prior to performing

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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 subsection 40(4) of 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.

### **1.7.3 CUSTOMER REQUESTED DISCONNECTION.**

BHI will, upon at least ten (10) days' prior notice from the Customer, once each calendar year during normal business hours, disconnect and reconnect the Customer's service without charge, for the Customer to upgrade or maintain Customer Equipment for safety reasons, including, but not limited to, the safe clearance of trees and vegetation from Customer lines.

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 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 under adverse weather conditions. BHI reserves the right, in its sole discretion, to suspend repairs to its system until safe working conditions for its staff can be assured.

### **1.7.6 UNDERGROUND CABLE LOCATING**

BHI will provide free cable locating for BHI owned cables during normal hours.

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.

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### **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. 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 risk of personal injury or damage to equipment or property.

### **1.7.8 DIRECTION TO MAKE CORRECTIVE OR PREVENTATIVE ACTION**

BHI may direct a Customer connected to the Distribution System, to take corrective or preventive action on the Customer's electric system when there is a direct hazard to the public or the Customer is causing or could cause adverse effects to the reliability of the Distribution System.

### **1.7.9 TESTING CUSTOMER'S LOAD**

The Customer shall allow BHI to install and use meters and other equipment to conduct tests to determine the electrical characteristics of the Customer's load.

### **1.7.10 ALLOCATION OF ELECTRICITY DURING EMERGENCIES**

If the supply of electricity to BHI is interrupted or reduced as a result of an emergency BHI may allocate the available electricity among the Customers in its service area. An allocation of electricity under this subsection shall be deemed not to be a breach of any contract.

### **1.7.11 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.

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### **1.8 DISPUTES**

Customer complaints that cannot be resolved by calling BHI at (905) 332-1851 will be referred to BHI's Customer Service Group, which will serve as the customer's primary point of contact with BHI. A member of the Customer Service Group will make contact with the Customer, co-ordinate internal complaint activities, research, investigate, and follow up (when necessary) on the complaint to ensure resolution and closure.

#### **1.8.1 EXCLUSIVITY**

Except for collection of unpaid accounts and reimbursement of damages to BHI facilities and equipment or where this policy states otherwise, the dispute resolution procedures set forth in this Conditions of Service document shall apply to all disputes arising between BHI and a Customer and shall be the only means for resolving any such disputes.

#### **1.8.2 POLICY**

All complaints or disputes received from a Customer shall be referred to the relevant Manager for resolution on an informal basis within seven business days.

The resolution shall be documented and signed by the Manager.

If the relevant Manager is unable to resolve the dispute, it will be passed on to the relevant Director or Vice President.

If the relevant Director or Vice President is unable to resolve the dispute, it will be passed on to the President and C.E.O.

Disputes not resolved above shall be subject to the Dispute Resolution procedure described in Sections 1.8.3 - 1.8.5 (below).

#### **1.8.3 DISPUTE RESOLUTION**

Subject to sections 1.8.1 and 1.8.2, any unresolved dispute between BHI and a Customer regarding distribution services provided under the terms of BHI's Licence shall be referred to a designated representative chosen by BHI and to a designated representative chosen by the Customer for resolution.

The representatives designated above shall attempt in good faith to resolve the dispute within thirty (30) business days of the date when the dispute was referred to them. The Customer and BHI may extend such period by mutual agreement in writing.

Any resolution of the dispute by the designated representatives shall be in writing and shall be executed by an authorized signing officer of BHI and of the Customer. The resolution

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shall bind BHI and the Customer and their respective successors and assigns, and shall not, except for either subsequent failure of the Customer or BHI to abide by the resolution, from then on be subject to arbitration or challenge in any court or other tribunal.

### **1.8.4 REFERRAL OF UNRESOLVED DISPUTES**

If the designated representatives cannot resolve the dispute or the Customer or BHI refuses to honour the designated representative's resolution as executed within the time period set out in Section 1.8.3, either the Customer or BHI may submit the dispute to a third party complaints resolution service provider which has been approved by the OEB for direction on resolution. Until such time as the OEB approves an independent third party dispute resolution service provider, the OEB will assume this role.

### **1.8.5 AGREEMENTS**

If an Agreement between BHI and a party that is a Customer contains a dispute resolution procedure, the dispute resolution procedure in the Agreement shall apply.

## **1.9 LIABILITIES**

BHI shall not be liable under any circumstances whatsoever for any business loss, loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental, punitive, or exemplary or special damages, whether any of the said liability, loss, or damages arise in contract, tort, or otherwise.

## **1.10 COMING INTO FORCE**

These Conditions of Service come into force and are effective as of March 1, 2017.

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### SECTION 2

#### DISTRIBUTION ACTIVITIES (GENERAL)

##### 2.1 DISTRIBUTION SERVICES

BHI will provide the following standard distribution services at no charge to **all new** Customers:

- a) transformation to supply, up to a maximum service entrance size of 600A for residential Customers and up to 2,500A for general service Customers;
- b) standard metering;
- c) one preliminary layout or estimate for a new service connection;
- d) one trip to the Customer's site to connect a service;
- e) one yearly service disconnection and restoration during normal business hours at the Customer's request for maintenance of Customer owned substations; and
- f) 24-hour power restoration response service (trouble calls).

For all existing customers, BHI will provide 24-hour power restoration response service (trouble calls) and once yearly service disconnection and restoration during normal business hours at the Customer's request for maintenance of Customer owned substations and locate and repair faults on all BHI-owned service cables without charge to the Customer. In the event that damage or a fault is caused by the Customer or third party, the costs of repair will be charged to the party responsible. BHI will provide temporary reinstatement following any excavations. In the event that structures, pavement or landscaping make a cable inaccessible for repair, or permanent reinstatement is required, the Customer shall be responsible for all costs related to all civil work including removal and restoration of, supports, permanent paving, vegetation, sprinklers and landscaping associated with any repair or replacement of the failed cable.

##### 2.2 CONNECTIONS

A service connection to BHI's distribution system includes (a) a basic connection, and may include (b) an expansion. A basic connection is provided to any building that "lies along" BHI's existing distribution system and is described in section 2.2.1 of these **Conditions of Service**. Other types of connections include service upgrades, subdivisions and new developments, and temporary connections. An expansion means a modification or addition to the main distribution system in response to one or more requests for additional connections that could not otherwise be made.

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### 2.2.1 BUILDING THAT LIES ALONG;

As provided in Section 28 of the Electricity Act 1998, a Distributor has the obligation to connect any building that "lies along" its distribution system. A building "lies along" a distribution line if it can be connected to BHI's distribution system without an expansion or enhancement, and if it meets the conditions contained within these **Conditions of Service**.

BHI provides a basic connection at no charge to all Customers. The basic connection consists of:

- a) The supply and installation of transformation for service entrances up to 600A for residential Customers and the supply only of transformation up to 2,500A for general service Customers;
- b) supply and installation of standard metering;
- c) an estimate and preliminary layout for the new service;
- d) connection of the secondary or primary service at the described demarcation points for each building on the site; and
- e) for residential Customers only: the supply and installation of up to 30 meters of overhead secondary conductor for up to a 200A service, or an equivalent credit towards underground conductor for all residential Customers.

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.

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 amount payable by the Customer to BHI if the Customer is being added to a single or three phase line extension constructed using contributed capital from another Customer, within the previous five (5) years;

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- D. 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.
- E. 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.

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

### **2.2.2 EXPANSIONS / OFFER TO CONNECT**

#### **2.2.2.1 GENERAL**

Under the terms of the DSC, BHI is required to make an initial offer to connect any Customer that will require an expansion of BHI's main distribution system. The offer, if requested, will be based on an estimate of the costs of the expansion. The estimate will be revised in the final payment to reflect actual costs incurred. In all cases, BHI will perform an economic evaluation to determine the Customer's/developer's share of the equipment, labour, materials and on-going maintenance of the expansion (the "expansion costs") under the following scenarios:

- New facilities and/or equipment are added to BHI's system; or
- Requirement for an increase in capacity of BHI's distribution system to connect a new Customer.

If the present value of the estimated future revenue is not sufficient to recover the expansion costs, the Customer/developer will be required to pay a capital contribution to BHI. The capital contribution shall not exceed the Customer's/developer's share of the difference between the present value of the projected capital costs and on-going maintenance costs and the present value of BHI's projected revenue from distribution services provided by those facilities.

BHI may require a Customer to pay all or a part of the costs of electrical plant installed to supply only that Customer/developer. Such capital contributions will be calculated using the methodology set out in Appendix B of the DSC.

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.

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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 rate class, the evaluation is performed once a year to determine the amount of system expansion that can be supported by the current value of their future revenue.
- For all primary-metered Customers (commercial / industrial), Embedded Distributors and Embedded Generators, the evaluation is performed on an individual basis using revenues based on estimated Customer load and the estimated cost of the Customer connection. Any excess revenue, as calculated above, is used to offset any expansion costs. Any shortfall is collected as a capital contribution.

BHI uses a revenue horizon of up to 25 years to project expected forecasted revenues based on the forecasted load from the connection(s). The load forecast and the revenue horizon will be determined at the sole discretion of BHI. In support of the forecast, the Customer may be required to provide a revenue guarantee or security deposit acceptable to BHI.

### 2.2.2.2 OFFER TO CONNECT

Unless the Customer has waived the requirement for an offer to connect in accordance with Section 2.22.1 of these Conditions of Service, BHI will respond to Customer requests for connection within the following timeframes:

- From load Customers, by no later than fifteen (15) calendar days from receipt of the request. At this time, BHI will specify any information that must be provided, and any obligations that must be met, by the Customer in order for BHI to process the request. An offer to connect will be made by no later than sixty (60) calendar days following BHI's receipt of a written request, unless other information is required from the load Customer before the offer can be made; and

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- For Micro-embedded Generation Facility Customers, located at an existing Customer connection BHI will require a site assessment. 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 offer to connect 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 offer to connect 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 offer to connect, and such 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 offer to connect. 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 offer to connect 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 offer to connect 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 Sections 6.2.9 to 6.2.20 and Appendix F of the DSC – Process and Technical Requirements for Connecting Embedded Generation Facilities.

If an expansion is needed in order for BHI to connect a Customer, the initial offer to connect will be presented to the Customer or the Customer's consultant/agent and will contain, at a minimum:

- A statement as to whether the offer is a firm offer or is an estimate of the costs that will be revised in the future to reflect actual costs incurred;
- A reference to these Conditions of Service and information on how the Customer may obtain a copy;
- A statement as to whether a capital contribution will be required from the Customer;

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- A statement as to whether an expansion deposit will be required from the Customer and if BHI will require an expansion deposit from the Customer, the amount of the expansion deposit that the Customer will have to provide, and
- A statement as to whether the connection charges referred to in section 2.2.2.1 will be charged separately from the capital contribution and a description of, and if known the amount for, those connection charges.

If BHI requires the Customer to pay a capital contribution, it will also include in its initial offer, at no cost to the Customer:

- The amount of the capital contribution that the Customer will have to pay for the expansion;
- The calculation used to determine the amount of the capital contribution to be paid by the Customer including all of the assumptions and inputs used to produce the economic evaluation as described in Appendix B of the DSC.
- A statement as to whether the offer includes work for which the Customer may obtain an alternative bid and, if so, the process by which the Customer may obtain the alternative bid;
- A description of, and the costs for, the work that is eligible for alternative bid and the work that is not eligible for alternative bid associated with the expansion broken down into the following categories:
  - Labour (including design, engineering and construction)
  - Materials;
  - Equipment, and
  - Overhead (including administration)

An amount for any additional costs that will occur as a result of the alternative bid option being chosen (including, but not limited to, inspection costs); and

For all Customers, a description of, and the amount for, the cost of the basic connection referred to in section 2.2.1 that has been factored into the economic evaluation.

### 2.2.2.3 ALTERNATIVE BIDS

Customers, proposing projects that require a system expansion, may seek alternative bids for the connection and expansion facilities from qualified contractors if BHI requires a capital contribution from the Customer. Work performed pursuant to the alternative bid:

- a) Cannot involve work on existing circuits; and
- b) Must be transferred to BHI upon completion.

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At the Customer's request, BHI will inform the Customer of the work that the Customer may obtain through an alternative bid and will provide a list of qualified contractors to perform the work that is 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 Electrical Safety Authority inspection fees.

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

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BHI shall be responsible for:

- Providing the design standards and specifications for the construction; and
- inspecting and authorizing the line for connection, at the Customer's cost.

For residential developments where the developer has pursued the option of constructing the plant via the alternative bid process, BHI will perform an economic evaluation of all costs associated with the development. In the instance where the developer is entitled to a transfer price (refund) for BHI's share of the development, payments may, at BHI's option, be made in three, equal, annual instalments commencing the end of the year after final assumption (off warranty) of the development by BHI. Prior to funds being paid out by BHI, the developer will transfer title to all subdivision assets to BHI via a legally binding agreement.

A Customer may privately construct and own an expansion if both of the following conditions are met:

- 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.

### **2.2.2.4 REBATES FOR CAPITAL CONTRIBUTION CUSTOMERS**

In the event that a Customer is added to an expansion that was constructed and paid for by another Customer on or after November 2000 and within 5 years of the original construction, BHI will use the economic evaluation to recalculate the capital contribution of both the original and the new Customers, based on the forecasted load and revenue of the new Customer.

A new Customer will contribute its fair share of the original expansion costs prior to the connection for the shared portion of the line, and the original contributor will be entitled to a rebate without interest based on the apportioned benefit for the remaining period. The apportioned benefit shall be determined by considering such factors as the relative load level and the relative line length (in proportion to the line length being shared by both parties). No rebates will occur after the 5-year connection horizon has expired.

### **2.2.3 CONNECTION DENIAL**

BHI may deny connection to any Customer for any of the following reasons:

- Refusal by the Customer to sign any agreements required to be executed by the Customer under these Conditions of Service;
- the connection will represent a contravention of the laws of Canada or the Province of Ontario;

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- the connection will cause BHI to be in violation of the conditions in BHI's Distribution Licence or the DSC;
- the connection will have an adverse effect on the reliability or the safety of the distribution system;
- the connection will cause a material decrease in the efficiency of the distribution system;
- the connection will have a material adverse effect on the quality of the distribution service received by an existing Customer. Such effect on quality could be, among other things, voltage flicker, harmonics, or power outages;
- the connection will result in the discriminatory access to distribution services by other Customers;
- the Customer or person requesting the connection is currently in arrears for distribution services, electricity supplied, security deposit, or other services provided by BHI;
- the connection is not in compliance with these Conditions of Service;
- the connection does not meet BHI's design/technical requirements;
- the connection will impose an unsafe situation to workers or the public beyond the normal risks inherent in the operation of BHI's distribution system;
- the connection will result in the inability of BHI to perform planned inspections or maintenance;
- by order of the Electrical Safety Authority;
- the Customer does not have the requisite approval(s) of the Electrical Safety Authority for the connection;
- the premises being connected are the subject of a stop work order under the Building Code Act ; or
- the Customer is within another Distributor's service area and BHI does not wish to provide service.

BHI will notify the Customer of the denial of connection with reasons in writing. Remedies will be suggested to the Customer where BHI is able to do so. If it is not possible for BHI to resolve any outstanding issues, it is the responsibility of the Customer to do so before a re-connection will be made.

### 2.2.4 INSPECTIONS BEFORE CONNECTIONS

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

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Services that have been disconnected for a period of six (6) months or longer must be re-inspected and approved by the Electrical Safety Authority, prior to reconnection. Customer-owned substations must be inspected by both the Electrical Safety Authority 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.

### **2.2.5 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. 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.

### **2.2.6 EASEMENTS**

The Electricity Act 1998 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.

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

- For 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;
- for anchors on private property supporting BHI's distribution lines, three phase feeders, and any (single or multi-phase) structures supporting reclosers, voltage regulators or capacitor banks where the poles are located on road allowance;
- for 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.

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.

### **2.2.7 CONTRACTS**

#### **2.2.7.1 STANDARD FORM OF CONTRACT**

Connection to the electrical distribution system will be provided upon receipt of approval by the Electrical Safety Authority and execution of a signed Connection Agreement (Appendix A) between the Customer and BHI.

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.

#### **2.2.7.2 IMPLIED CONTRACT**

In all cases, notwithstanding the absence of a formal contract, the taking and using of

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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.

### **2.2.7.3 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 are 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 seven (7) 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.

### **2.2.7.4 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.

### **2.2.7.5 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

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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 offer to connect together with the applicable payment terms, including capital contributions where applicable.

### **2.2.7.6 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.

## **2.3 DISCONNECTION**

### **2.3.1 DISCONNECTION**

BHI reserves the right to disconnect or to limit the supply of electrical energy to a Customer for any of the following reasons:

- Failure to pay to BHI any amounts due and payable for the distribution of electricity or for supply of electricity under Section 29 of the Electricity Act 1998;
- failure to pay any connection costs due and payable;
- non-payment of account for distribution services, or for a security deposit as identified within these Conditions of Service;
- contravention of the laws of Canada or the Province of Ontario;
- imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system;
- adverse effect on the reliability and safety of the distribution system;
- a material decrease in the efficiency of the distribution system;
- a material adverse effect on the quality of distribution services received by an existing connection;
- inability of BHI to perform meter reading, planned inspections, or maintenance;
- failure of the Customer to comply with a directive of BHI that BHI makes for the purpose of meeting its Licence obligations;
- failure of the Customer to comply with any requirements in these Conditions of Service or a term of any agreement made between the Customer and BHI including but not limited to a connection agreement;

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- failure of the Customer to enter into a connection agreement required by these Conditions of Service;
- in compliance with a court order;
- request by civil authorities, e.g. Police, Fire Department
- by order of the Electrical Safety Authority;
- energy diversion or abuse of BHI's equipment by the Customer;
- physical absence of a responsible party;

By order of the IESO BHI may immediately interrupt a Customer's service without notice:

1. for emergency safety;
2. in order to inspect, maintain, repair, alter, remove, replace, or disconnect wires or other facilities used to distribute electricity; or
3. where there is energy diversion, a court order, fraud, or abuse on the part of the Customer.

BHI will not disconnect a residential or General Service <50 kW Customer whose consumption is measured using either a Smart Meter or an Interval meter based solely on an estimated bill.

Prior to disconnecting a property for non-payment, BHI will provide to any person that receives notice of the disconnection:

1. a Fire Safety Notice issued by the Office of the Fire Marshal; and
2. any other public safety notices or information bulletins issued by public safety authorities and provided to BHI, which provide information to consumers regarding dangers associated with the disconnection of electricity service.

A copy of any notices or bulletins referred to above, along with the notice of disconnection, will be left at the property at the time of actual disconnection for non-payment.

BHI requires bill payments to be made within sixteen (16) days after mailing. Payments made after that date will be subject to a 1.5% Late Payment Penalty.

If payment is not made, seven (7) days after due date a reminder call will be placed. If satisfactory payment arrangements have not been made by seventeen (17) days after the due date, a collections notice will be hand delivered.

Accounts not paid seven (7) days after delivery of the Disconnect Notice will be subject to collection action. Account history will dictate the severity of this action, which may include the use of load limiters when considered appropriate, by BHI. No account will be permitted to go beyond a second reminder notice without either satisfactory payment arrangements

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or disconnection. Historically delinquent accounts may require other measures.

Disconnection does not relieve the Customer from 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 provide the Customer with at least ten (10) days' notice from the date on which the disconnection notice is received before disconnecting or limiting the distribution of electricity to a Customer. In the case of a customer with a significant health risk documented by a physician, BHI will provide at least sixty (60) days' notice from the date on which the disconnection notice is received before disconnecting or limiting the distribution of electricity to a Customer.

BHI will make a reasonable effort to contact a Residential Customer one final time, in person or by telephone, prior to disconnecting service at least 48 hours before the scheduled disconnection time.

If BHI has been unable to contact a Residential Customer 48 hours before a planned disconnection, it will make a reasonable attempt to communicate with the Customer at the door (subject to consideration of the safety and security of utility field staff) to advise that payment may be made by a credit card issued by a financial institution.

BHI shall reconnect a Customer's property within two business days of payment in full or entering into an arrears management agreement.

In the case of unauthorized energy use, BHI shall not reconnect the Customer or Owner until the condition is rectified and payment in full of all uncollected charges and of all costs incurred by BHI arising from the costs of disconnection and reconnection, including inspections and repair costs, has been received by BHI.

Residential Customer eligible for bill payment assistance should refer to sections 4.2.2.6 and 4.2.2.7 of the DSC for further information.

All disconnections and reconnections shall be administered in accordance with section 4.2 of the OEB's DSC.

Under no circumstances will BHI be liable for any damage resulting from, associated with, or related to the disconnection or the limitation of consumption of electricity.

In case of fire or other casualty that occurs on the Customer's premises thereby rendering the premises wholly unfit for occupancy, the supply of electricity will thereupon be suspended until such time, within the contract period, as the wiring shall have been repaired and approved by the Electrical Safety Authority.

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### **2.3.2 RECONNECTION**

Where the reason for a disconnection has been remedied to BHI's satisfaction, BHI shall reconnect a Customer. BHI will charge the customer the Board authorized reconnection charges. Under any of the following circumstances, BHI requires the Customer to obtain the approval of the Electrical Safety Authority prior to BHI reconnecting the service:

- Where BHI has reason to believe that the wiring may have been damaged or altered;
- 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 Ontario Electrical Safety Code.

### **2.3.3 DISCONNECTION AND RECONNECTION RELATED CHARGES**

BHI will charge its OEB authorized collection charge if BHI visits the Customer's premises to collect payment for an overdue account, to install a load limiter or to reconnect service.

### **2.3.4 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.

## **2.4 CONVEYANCE OF ELECTRICITY**

### **2.4.1 LIMITATIONS ON THE GUARANTEE OF SUPPLY**

BHI agrees 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 will not be liable in damages to the Customer by reason of any failure in respect thereof.

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Customers requiring a higher degree of security than that of normal supply as provided pursuant to these **Conditions of Service** are responsible to provide their own back-up or standby facilities and to pay all associated incremental costs.

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 will endeavour to provide the Customer with reasonable advance notice of impending planned outages, except in cases of extreme emergency, involving danger to life and limb, or impending severe equipment damage.

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 as per Section 2.3.

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 maintains a database of Customers where the supply of electricity is critical to a medical condition. Such Customers should contact BHI and provide notification including such information as name, address, telephone number, condition and needs.

BHI will endeavour to prioritize continuity of distribution service to critical care Customers and may attempt to contact such Customers in the event of a prolonged outage.

### 2.4.2 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

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obligated to make the corrections. BHI will follow appropriate industry standards (such as CSA, 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 in 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 2.3.

### **2.4.3 ELECTRICAL 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, 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.

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.

### **2.4.4 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 limits will be determined upon application to BHI. If the Customer provides a concrete transformer pad on private property, the following are acceptable:

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- 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 the 1500 kVA consideration may be given for the installation of larger units by a negotiated agreement between the Customer and BHI).

### 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. |

### 2.4.5 VOLTAGE GUIDELINES

BHI endeavours to maintain voltage at the Customers' service entrance within the guidelines of C.S.A. Standard CAN3-C235 (latest edition) "Preferred Voltage Levels for AC Systems, 0 to 50,000 Volts", 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.

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### **2.4.6 BACK-UP GENERATORS**

Customers with portable or permanently connected emergency generation capability shall comply with all applicable criteria of the Ontario Electrical Safety Code and in particular, shall ensure that Customer emergency generation does not back feed 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 should consult with BHI during the planning and prior to the installation of any back-up generation.

This section of the Conditions of Service is critical to the safety of BHI employees, contractors, agents, and Customers. All Customers must stringently comply with these requirements.

### **2.4.7 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.

The Customer shall make provision for BHI's metering installation as part of its installation. 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.

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- The Customer/contractor shall ensure that all service identifications are accurate and the Customer is responsible to demonstrate the same by providing BHI a completed Meter Verification Sheet issued by the BHI Meter Department. Obligation to do so is the Customer's responsibility.
- 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.
- The Customer for all installations requiring meter sockets shall provide inner meter collars. The collar 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.

### **2.4.7.1 LOCATION OF METERING**

As determined by the layout, the Ontario Electrical Safety Code, 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 metre of the street side of the house
  - iii. Meter may be located up to 3 metres from the front facing the street or roadway in rebuild or upgrade situations.
  - iv. Not located within 910 mm of a natural gas meter or adjacent property.
- For permanent metering installed on poles, the poles will be owned and installed by BHI.

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- 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.
- 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.

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- 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 insure 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.

### 2.4.7.2 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 as amended -Definitions and Exemptions. 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 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 Standards or a Sub-metered system.

### 2.4.7.3 METERING EQUIPMENT / CURRENT TRANSFORMER ENCLOSURES

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

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- 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 weather proof, lockable, C.S.A. 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 equipment;
  - iii. Revenue meter.
- The Customer shall consult with BHI regarding the metering equipment to be provided which may include;
  - i. Phone line for remote interrogation of meters
  - ii. Submit two copies of the manufacturers' switchboard drawings, for approval, dimensioned to show provision for and arrangement of BHI's metering equipment.
  - iii. Install metering cabinet and conduit.
  - iv. Each main bus bar 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 1/2". 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 Ontario Electrical Safety Code (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).

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- 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 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.

### 2.4.7.4 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 this is a MIST meter or Metering Outside the Settlement Timeframe (MOST) meter.

Where a meter is located inside of a building or where access to the meter is restricted, the Customer shall provide a communication system 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;
- 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 information from a MIST meter, the Customer shall be responsible for installing and maintaining a telecommunications line at its own expense.

BHI meters some Customers using pulse-recording meters, which are interrogated

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remotely. At the discretion of BHI, General Service Customers with loads exceeding 200 kW (and any Customer requiring pulses for Spot Market Price Pass-through) shall provide the following facilities:

- A conduit (13mm, 1/2in.) from the entrance to the telephone equipment to the metering location extension jack, which is mounted on the metering board, and a 1 ML direct dial voice quality dedicated telephone line must be arranged by the Customer. The telephone line must be active 24 hours per day. The telephone line must be installed and functioning prior to the new electrical service being energized.
- Where such metering exists BHI will consider Customer requests to provide a secondary pulse for load control or Customer-owned metering. All costs incurred would be at the expense of the Customer.

### **2.4.7.5 METER READING**

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

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

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

#### **2.4.7.5.1 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 at least two (2) business days' notice of the date so that a final meter reading can be obtained. The Customer shall provide access to BHI or its agents for this purpose.

If a final meter reading is not obtained, the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading.

#### **2.4.7.5.2 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.

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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 Retail Settlement Code.

### **2.4.7.5.3 METER DISPUTE TESTING**

Measurement Canada has jurisdiction, under the federal Electricity and Gas Inspection Act, in a dispute between BHI and its Customer where the condition or registration of a meter or metering installation is in question. BHI will inform Customers of the assistance provided by Measurement Canada in dispute investigations. If the services of Measurement Canada are requested by the Customer or retailer to resolve the issue, BHI may charge the Customer for the costs of processing the application to Measurement Canada and removing and transporting the meter to a testing location. If the dispute is substantiated by Measurement Canada and the resolution is in the favour of the Customer, the costs will not be recovered from the Customer.

## **2.5 TARIFFS AND CHARGES**

### **2.5.1 SERVICE CONNECTION**

BHI Rates and Charges for distribution services are as approved by the OEB; they are available from BHI and are as posted on the BHI website [www.burlingtonhydro.com](http://www.burlingtonhydro.com). Notice of rate revisions are published in major local newspapers and mailed to all Customers with the first bills issued using the revised 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 prepare the bill for demand based on the metered peak kW or ninety percent (90%) of the metered peak kVA,

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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.

### 2.5.2 ENERGY SUPPLY

#### 2.5.2.1 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 Retail Settlement Code.

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 either

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be billed by BHI under Distributor Consolidated billing, or by their designated competitive retailer under Retailer Consolidated billing, as prescribed in the OEB Retail Settlement Code.

BHI will provide export services for any person(s) considering the delivery of energy through, but not into, BHI's distribution system. They are required to contact BHI for technical requirements, applicable tariffs and settlement agreements.

### **2.5.3 DEPOSITS**

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

Depending on the billing options, the amount of exposure for BHI will vary and therefore the security deposit amount is adjusted to reflect the level of exposure.

The following policy applies for each billing option:

**a. RETAILER-CONSOLIDATED BILLING**

Under this option, BHI does not issue a bill to a Customer. The retailer is responsible for issuing the bill to the Customer and for Customer non-payment risk. BHI does not require a security deposit from the Customer.

If BHI is in possession of a Customer's deposit at the time of a switch to retailer-consolidated billing, the deposit shall be applied to the final bill and any excess deposit returned to the Customer.

**b. DISTRIBUTOR-CONSOLIDATED BILLING**

Under this option, 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 our assessment of the Customer's likely risk of non-payment as per the requirements below.

**c. SPLIT BILLING**

Under this option, BHI and a retailer shall each be responsible for Customer non-payment risks for the bills that each issues to the Customer. If a Customer already has a deposit with BHI a portion of the deposit amount that reflects the non-payment risk associated with the new billing option will be retained. Any excess deposit amount will be returned to the Customer. For Customers making new application for

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service, BHI may impose an amount of security deposit depending upon our assessment of the Customer's likely risk of non-payment as per the attached requirements.

### Security Deposit Requirements

These deposit requirements apply to BHI Customers with the exception of those Customers committed to retailer-consolidated billing.

#### 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 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 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 completed at our 1340 Brant Street offices authorizing an external credit check. The deposit will be waived subject to a credit check satisfactory to the utility.

Unsatisfactory payment history is defined as more than one payment 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, 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 providing a deposit should it be determined that they currently have unsatisfactory payment history.

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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 at least 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 upon:

- aa) establishment of good payment history will result in deposit being returned in full: or
- bb) increase or decrease in usage/average bill may result in an increase or decrease of security deposit. Any changes up or down 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 at least six months.

Deposits will be returned based on the Customer moving to a retailer consolidated billing arrangement or on termination of the account.

Interest on cash deposits will be credited to the Customer's account annually, based on a calendar year, upon receipt 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.

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For new services where no usage history is available, deposits will be required based on a 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 non-residential Customer in a rate class other than General Service <50kW demand rate class with a credit rating from a recognized credit rating agency, may have its security deposit reduced in accordance with the following table:

Credit Rating (Using Standard and Poor's Rating Terminology)	Allowable Reduction in Security Deposit
AAA- and above or equivalent	100%
AA-, AA, AA+ or equivalent	95%
A-, from A, A+ to below AA or equivalent	85%
BBB- from BBB, BBB+ to below A or equivalent	75%
Below BBB- or equivalent	0%

A deposit requirement will be waived subject to:

- 1) establishment of good payment history with Burlington Hydro Inc. for a period of 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 Burlington Hydro Inc. waiver form completed at our 1340 Brant Street offices authorizing an external credit check. The deposit will be waived subject to a credit check satisfactory to the utility.

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.

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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 providing a deposit should it be determined that they currently have unsatisfactory payment history.

A Customer may make arrangements to provide a security deposit in equal payments over 4 months. A Customer may pay the entire amount in a shorter period.

Burlington Hydro Inc. 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 changes up or down will be applied to the Customer's next bill.

Deposits will be returned based on the Customer moving to a retailer consolidated billing arrangement or on termination of the account.

Interest on cash deposits will be credited to the Customer's account annually, based on a calendar year, upon receipt 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.

### **2.5.4 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.

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All Customers are billed monthly.

Over or under-billing adjustments are permitted over a period of up to two years for all classes of Customers. (Note that the Limitations Act, 2002 provides a two-year limitation period for actions in debt, subject to any considerations of discoverability.)

If a Customer has been over-billed by an amount equal to or greater than the Customer's average bill, the Customer has the option of receiving a cheque or a credit on their next bill. If a Customer has been over-billed and the amount is less than the Customer's average bill, the Customer will receive a credit on their next bill. If the Customer has outstanding arrears, BHI may apply the over-billed amount to the arrears first, and may credit or repay the balance to the Customer.

If a Customer is under-billed and is not responsible for the error, the Customer is allowed to pay the under-billed amount in equal instalments over the same amount of time as they were under-billed for up to a maximum of two years. (e.g. if a Customer has been under-billed for five months, they will have five months to pay the under-billed amount).

When a Customer is responsible for the under-billing error, BHI may require payment of the full amount on the next bill or on a separate bill.

These rules do not apply when BHI has under-billed or over-billed a Customer but issues a corrected bill within 16 days of the date the incorrect bill was issued.

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.

An equal payment plan is available to all residential Standard Supply Service Customers. 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 monthly payment. BHI will review Customers' equal monthly payment and equal billing plans quarterly or semi-annually and adjust the equalized payment/billing if electricity consumption or approved charges have changed materially.

BHI will reconcile all of their equal monthly payment and equal billing 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.

If the annual reconciliation shows that the Customer is owed an amount equal to or exceeding the Customer's average monthly billing, the amount will be credited to the

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Customer's account. The Customer will be notified of this credit and will have 10 days to request a refund cheque instead of the credit on their bill.

If the annual reconciliation shows that the amount owed to the Customer is less than the average billing amount, the amount will be credited to the Customer's account.

If the annual reconciliation shows that the Customer owes an amount equal to or exceeding the Customer's average monthly billing, BHI shall recover the balance over the first 11 months of the following year's equal monthly payment plan.

If the annual reconciliation shows that the amount the Customer owes is less than the Customer's average monthly billing, BHI may collect the full amount by a charge on the bill in the 12th month of the equal monthly payment plan.

The competitive, and non-competitive, settlement costs are calculated according to the Retail Settlement Code (RSC) Sections 3 and 4.

Residential Customers have a right to standard arrears payment agreements if unable to pay their electricity charges.

Any security deposit shall be applied to the amounts owing before entering into an arrears payment agreement.

Residential Customers may be required to make a down payment of up to 15% of the arrears plus any accumulated late payment charges (not including other service charges such as reconnection charges) when entering into an arrears payment agreement.

If a Residential Customer owes less than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is 5 months.

If a Residential Customer owes equal to or more than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is 10 months.

BHI can cancel the agreement if a Residential Customer defaults more than once on making an arrears payment, a current bill payment, a security deposit due or an under-billing adjustment due.

The above defaults must occur over at least a 2 month period.

Customers must be given 10 days written notice before an agreement can be cancelled, and the agreement must be reinstated if the Customer pays in full before the cancellation date.

If an arrears agreement is terminated early, BHI may require that a residential Customer wait a year before entering into another agreement.

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If a Residential Customer declines an arrears agreement then BHI may proceed to disconnect and is not required to offer an agreement after disconnection.

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

### **2.5.5 PAYMENTS AND LATE PAYMENT CHARGES**

#### **2.5.5.1 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, and 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.

Bill payments may be made by credit card. Access to this service is available through BHI's website [www.burlingtonhydro.com](http://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.

#### **2.5.5.2 LATE PAYMENT CHARGES**

Customers are allowed sixteen (16) days from the billing date on the statement to make payment. A late payment charge may be charged on overdue accounts. The current OEB-approved late payment charge is set at 1.5 per cent compounded monthly (19.56 per cent per annum). 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.

In the event of disconnection of the Customer from the distribution system, BHI reserves the right to charge collection and reconnection charges. Notwithstanding the disconnection of the supply of electricity, the rates or charges in default, the minimum service charges accumulated prior to termination of the connection agreement, and collection charges are,

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nevertheless, recoverable from the Customer and this right will survive termination of the agreement.

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

### **2.6 CUSTOMER INFORMATION**

BHI does not disclose specific information about a Customer unless the release of information has been authorized by that particular Customer or unless necessary for compliance with Market Rules or any OEB-approved Code. BHI will not disclose Customer information to a third party without the consent of the Customer in writing, except where Customer information is required to be disclosed, as follows:

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

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.

#### **2.6.1 PROVISION OF CURRENT AND HISTORIC USAGE DATA TO CUSTOMERS**

Customers with energy and/or demand meters shall receive 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 Read Only Access agreement to be executed by BHI and the Customer and in accordance with the standards set out in the Retail Settlement Code. BHI will provide access to a Customer's meter or meter information under 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;

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- 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 provided that if the third party is (a) a Retailer, the Customer has provided the Retailer with written authorization for the release; or (b) someone other than a Retailer, and the Customer has provided BHI with written authorization for the release.

BHI will honour requests twice a year for historical data to Retailers and Customers, 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.

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### *Section 3*

## **CUSTOMER CLASS SPECIFIC**

### **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 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 DEMARCATION POINT**

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

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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.

Specific interpretation of these points, at a Customer's site shall be at the sole discretion of BHI and should be confirmed by the Customer, when required.

### **3.1.3 METERING**

General metering criteria are as described in Section 2.4.7, Customer Class Specific requirements are as noted below.

### **3.1.4 INSPECTIONS**

Inspection criteria are as described in Section 2.24 and should be understood prior to the commencement of any new service installations or alterations to existing supplies.

### **3.1.5 UNDERGROUND CONDUCTORS**

To accommodate BHI's underground conductors at the Customer's premises, the Customer shall provide acceptable installation facilities in accordance with BHI standards.

High and low voltage underground conductors shall be provided with mechanical protection in the form of Type 2 PVC ducts and couplings that, except where specified otherwise, shall be in accordance with current BHI Engineering standards.

### **3.1.6 OVERHEAD CONDUCTORS**

To accommodate BHI's overhead conductors at the Customer's premises, the Customer shall provide acceptable installation facilities in accordance with BHI standards.

Overhead conductors shall be provided with an acceptable means of attachment and support as specified in the Ontario Electrical Safety Code and be located, except where conditions preclude otherwise:

- a) Within 30 m of the point of entry onto the property;
- b) as close as practicable to a point 1 m, but not greater than 3 m, from the front corner of the building nearest to BHI's distribution line; and
- c) Adjacent to the Customer's service conductors.

Notwithstanding the previous clause, the span from the point where BHI's overhead conductors are attached to a mobile industrial, commercial, or similar structure, to the

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nearest pole of BHI shall not be longer than 10 m.

### 3.1.7 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 Electrical Safety Authority, a signed Connection Agreement, payment of the service connection fee and a deposit from the Customer.

## 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.

### 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 2.2.1.

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 2.2.2 of these Conditions of Service.

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### 3.2.3 OWNERSHIP AND OPERATIONAL DEMARCATION POINT

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; 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.

### 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 400A 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 - 4-jaw meter socket with automatic circuit-closing device; and
  - ii. 400 Amp revenue-metering current transformer.

All residential meter installations shall be installed in accordance with section 2.4.7 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.

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### 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 no more than twice in a 12 month period.

#### 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 3.2 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.

For rural farms with commercial / industrial applications, 1 residential and 1 commercial service will be allowed per municipal address.

### 3.3.2 CONNECTION AND UPGRADE CHARGES

A general service Customer, requiring a connection of less than 50 kW or a service capacity

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increase, whose building lies along BHI's existing distribution lines, shall pay BHI service charges in accordance with Section 2.2.

The cost of an expansion to BHI's distribution system due to the new or upgraded connection will be in accordance with Section 2.2.2 of these Conditions of Service.

### **3.3.3 OWNERSHIP AND OPERATIONAL DEMARCATION POINT**

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.

### **3.3.4 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 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 Ontario Electrical Safety Code and the Ontario Building Code, shall be:

- Mounted 1.7 m ( $\pm 100$ mm) above final grade or finished floor to the centre of the meter;

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- 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 no more than twice in a 12 month period.

### 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 2.4.7.

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 5000kW

### 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.

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### **3.4.2 CONNECTION 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 2.2.

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 cost of supplying distribution transformation, within the limits in Section 3.4.5 and 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 2.2 of these Conditions of Service.

### **3.4.3 OWNERSHIP AND OPERATIONAL DEMARCATION POINT**

The 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.

### **3.4.4 VOLTAGE**

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

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### **A) High Voltage**

16,000/27 600Y – Volts 3 phase 4-wire; or

8,000/13 800Y – Volts 3 phase 4-wire; or

2,400/4160Y – Volts 3 phase 4-wire

(Special approval)

### **B) Low Voltage**

347/600Y – Volts 3 phase 4-wire; or

120/208Y – Volts 3 phase 4-wire; or

120/240 – Volts 1 phase 3-wire

Early consultation with BHI Engineering Department is required to confirm 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 Ontario Electrical Safety Code.

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.

### **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

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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 TRANSFORMERS**

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. Impedance's that exceed the values specified in the standard are not acceptable. For transformers larger than 3000 kVA, total losses that exceed 0.8% of the kVA rating of the transformer 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, including 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

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- 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, 4-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

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- 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 or other means of rendering the enclosure inaccessible to unauthorized persons;
- 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")

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- 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 2.4.7 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.

### 3.4.6.4 METER LOCATION

Meter installations shall be installed in locations that are acceptable and, in addition to the requirements of the Ontario Electrical Safety Code, shall be:

- Mounted 1.7 m ( $\pm 100$ mm) above final grade or finished floor to the centre of the meter;

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- 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

### 3.5.1 APPLICATION

Section 3.5 applies to Customers whose embedded generation facility 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 capability shall comply with all applicable criteria of the Ontario Electrical Safety Code and in particular, shall ensure that the Customer's generation 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.

Any Customer emergency back-up energy supply cannot be installed in a manner which would adversely affect BHI's distribution system.

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 2.4.6 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.

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### 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 Appendix F – Process and Technical Requirements for Connecting Embedded Generation Facilities, of the DSC.

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

<b>Generator Classification</b>	<b>Rating</b>
Micro	$\leq 10$ kW, for Customer's own use
Small	(a) $\leq 500$ kW connected on distribution system voltage $< 15$ kV (b) $\leq 1$ MW connected on distribution system voltage $\geq 15$ kV
Mid-Sized	(a) $< 10$ MW but $> 500$ kW connected on distribution system voltage $< 15$ kV (b) $> 1$ MW but $< 10$ MW connected on distribution system voltage $\geq 15$ kV
Large	$\geq 10$ 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 2.3 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

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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 3.6 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 2.2.1. The cost of an expansion to BHI's distribution system due to the new or upgraded

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connection will be in accordance with Section 2.2.2 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 120/208Y Volts 3 phase 4 wire, or 120/240 Volts 1-phase, where available. Early consultation with BHI Engineering Department is required to confirm availability of specific voltages within the BHI distribution system.

### **3.7.5 METERING**

BHI does not meter Unmetered 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 indicated to the Customer at the time of the request.

### **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

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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 owing by the Customer.

### **3.7.8 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

## **3.8 STREET LIGHTING**

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 photo cells. The daily consumption for these Customers shall be based on the calculated connected load times the required night time or lighting times established in the approved OEB street lighting load shape template. All roadway lighting Customer loading shall be deducted from the net system load shape.

### **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 2.2.1. The cost of an expansion to BHI's distribution system due to the new or upgraded connection will be in accordance with Section 2.2 of these Conditions of Service.

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### **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.

### **3.8.4 VOLTAGE**

The nominal supply voltage will be 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 availability of specific voltages within the BHI distribution system.

### **3.8.5 METERING**

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.

### **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

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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 plant, Third Party Attachments, or electrical equipment owned by the Customer are subject to the Electrical Safety Authority (ESA) regulations and requirements.

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### *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 fire-walls, which are unpierced or with openings protected by approved fire-doors, as defined by the Ontario Electrical Safety Code;

**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 A)

**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;

**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;

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**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;

**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";

**MOST meter:** an interval meter from which data is only available outside of the designated settlement timeframe. MOST refers to "Metering Outside the Settlement Timeframe".

**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;

**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.

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**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  
Accepted for Burlington Hydro by  
on the effective date of

\_\_\_\_\_  
Witness (signature and name)  
\_\_\_\_\_  
\_\_\_\_\_

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## 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 is ready to service the Customer.

### **Service Connection**

Burlington Hydro 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 Burlington Hydro's line. Burlington Hydro will determine electrical consumption to which Burlington Hydro's authorized rates apply, either by meter reading or by Burlington Hydro'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 Burlington Hydro'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 Burlington Hydro'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 Burlington Hydro, 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 Burlington Hydro deems necessary and reasonable to guarantee payment of the bills for power and/or reimbursement for expenditure incurred by Burlington Hydro for works required for the supply of electricity and the Customer shall increase the amount of the security when required by Burlington Hydro. The security must be in a form acceptable to Burlington Hydro. Detailed requirements are as per the **Conditions of Service** Section 2.5.3.

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## **Space and Access**

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

## **Powers of Entry**

Burlington Hydro 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.

Burlington Hydro 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.

Burlington Hydro may, at reasonable times, enter any land to cut down or remove trees, branches or other obstructions if, in the opinion of the Burlington Hydro, 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 Burlington Hydro, 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 Burlington Hydro the value of such meters and equipment, or the cost of repairing or replacing the items.

## **Limitations on the Guaranty of Supply**

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

## **Amending the Agreement**

Burlington Hydro 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.

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## **Assignment and Succession**

This agreement shall be binding upon Burlington Hydro 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 Burlington Hydro's distribution system. The ownership demarcation point shall be a point on Burlington Hydro's distribution system at the Customer's premises selected as the ownership demarcation point by Burlington Hydro.

## **Disconnection**

Burlington Hydro 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 Burlington Hydro is ready to serve the Customer, provided that either party may, by at least seven (7) 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 Burlington Hydro constitutes acceptance of Burlington Hydro's **Conditions of Service** and the terms of any applicable Connection Agreement.