



CONDITIONS OF SERVICE

November 2012

PREFACE

CONDITIONS OF SERVICE

The Distribution System Code (DSC) requires that every distributor produce its own “Conditions of Service” document. The purpose of this document is to provide a means for communicating the types and level of service available to the Customers and Consumers within Fort Frances Power Corporation’s service be readily available for review by the general public. In addition, the most recent version of the document must be provided to the Ontario Energy Board (OEB), which in turn will retain it on file for the purpose of facilitating dispute resolutions in the event that a dispute cannot be resolved between the Customer and its distributor.

The acceptance of supply of electricity or related services from the Fort Frances Power Corporation constitutes the acceptance of a binding contract with Fort Frances Power Corporation, which includes this Conditions of Service (“Conditions”) and all terms there under. The person so accepting the supply of electricity or related services shall be liable for payment for same, and such contract shall be binding upon the person’s heirs, administrators, executors, successors or assigns.

This document follows the form and general content of the Condition of Service template appended to the DSC. The template was prepared to assist distributors in developing their own “Conditions of Service” document based on current practice and the DSC. The template outlines the minimum requirements. However, as suggested by the DSC, Fort Frances Power Corporation has expanded on the contents to encompass local characteristics and other specific requirements.

Section 2 (Distribution Activities (General)) contains references to services and requirements that are common to all Customer classes. This section covers items such as Rates, Billing, Hours of Work, Emergency Response, Power Quality, Available Voltages and Metering.

Section 3 (Customer Class Specific) contains references to services and requirements specific to the respective Customer class. This section covers items such as Service Entrance Requirement, Delineation of Ownership, Special Contracts, etc.

Other sections include the Glossary of Terms, Tables and References,

Subsequent changes will be incorporated with each submission to the OEB.

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SECTION 1: INTRODUCTION

1.1 Identification of Distributor and Service Area

The Fort Frances Power Corporation referred to herein as “Fort Frances Power” is a corporation incorporated under the laws of the Province of Ontario and a distributor of electricity.

Fort Frances Power is licensed by the Ontario Energy Board (“OEB”) to supply electricity to Customers as described in the Electricity Distribution License issued to Fort Frances Power on July 9, 2003 by the OEB and expiring March 31, 2023 (“Distribution License”). Additionally, there are requirements imposed on Fort Frances Power by the various codes referred to in the Distribution License and by the Electricity Act, 1998 and the Ontario Energy Board Act, 1998.

Fort Frances Power may only operate distribution facilities within its Licensed Territory as defined in its Distribution License. The Fort Frances Power Service Territory lies within the municipal boundaries of the Town of Fort Frances. Customers currently being serviced by Hydro One and new Customers property that is located in an area currently serviced by Hydro One and where the Fort Frances Power does not have an existing plant, shall be serviced by Hydro One. This service area is subject to change with OEB’S approval.

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

1.2 Related Codes and Governing Laws

The supply of electricity or related services by Fort Frances Power to any Customer or Consumer shall be subject to various laws, regulations, and codes, including, but not limited to, the provisions of the latest editions of the following acts, codes and licences:

1. Electricity Act, 1998 } part of the Energy Competition
2. Ontario Energy Board Act, 1998 } Act, 1998
3. Distribution Licence
4. Affiliate Relationships Code
5. Transmission System Code
6. Distribution System Code
7. Retail Settlement Code
8. Standard Supply Services Code
9. Ontario Electrical Safety Code

In the event of a conflict between this document and the Distribution License or regulatory codes issued by the OEB, or the Energy Competition Act, 1998 (the “Act:”), the provisions of the Act, the Distribution License and associated regulatory codes shall prevail in the order of priority indicated above.

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

1.3 Interpretations

The Ontario Energy Board shall be referred to as “OEB”

The Electrical Safety Authority shall be referred to as “ESA”

The Canadian Standards Association shall be referred to as the “CSA”

Throughout these regulations the term “Customer” will be taken to mean the party contracting to purchase electrical energy.

1.4 Amendments And Changes

Fort Frances Power reserves the right to make changes to, or, amend this Conditions of Service document to ensure compliance with Provincial Regulations and to serve the needs of the Customer and/or Fort Frances Power. Subsequently, any changes or amendments will supersede all such regulations previously made by Fort Frances Power.

In the event of any such changes to this Conditions of Service, Fort Frances Power shall post notification for the general public on it's website www.fort-frances.com/ffpc and/or in a local newspaper.

The Customer is responsible for contacting Fort Frances Power to ensure that they have the latest version of these Conditions of Service. Fort Frances Power may charge a reasonable fee for providing the Customer with a copy of this document.

1.5 Contact Information

General Inquires

Main Office:

Fort Frances Power Corporation
320 Portage Ave
Fort Frances, ON
P9A 3P9

Phone: 807-274-9291
Fax : 807-274-9375
email : ffpc@fortfrances.ca
<http://ffpc.fortfrances.ca/>

Work Center:

General Superintendent
939 Wright Ave.
Fort Frances, ON
P9A 1J9

Phone: 807-274-5953
Fax : 807-274-6884

Hours

Office:

Regular Business Hours:
8:30 am – 12:00 pm
1:00 pm – 4:30 pm

Work Center:

Regular Business Hours:
8:00 am – 12:00 pm
12:30 pm – 4:30 pm

Summer Business Hours:

(July and August)
8:00 am – 12:00 pm
1:00 pm – 4:00 pm

Summer Business Hours:

(June – August)
7:30 am – 11:30 pm
12:00 pm – 4:00 pm

Emergency Contacts

After Hours Emergency Calls received at the After Hours phone: 807-274-9291

1.5.1 Underground Cable Locates

Fort Frances Power is a member of Ontario One Call (ON1 Call), whose Vision Statement is:

“To reduce damages to underground facilities and promote safe excavation practices through the operation of a state of the art One Call Centre for all facility owners in Ontario.”

FFPC requests that all customers call ON1 Call at 1-800-400-2255 to notify all utilities of work being done near utility, gas or water lines.

1.6 Customer Rights

Fort Frances Power shall only be liable to Customer and a Customer shall only be liable to Fort Frances Power for any damages that arise directly out of the wilful misconduct or negligence:

- a) of Fort Frances Power in providing distribution services to the Customer;
- b) of the Customer in being connected to Fort Frances Power's distribution system; or
- c) of Fort Frances Power or the Customer in meeting their respective obligations under these Conditions, their license and any other applicable law.

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

The Customer shall indemnify and hold harmless Fort Frances Power, its directors, officers, employees and agents from any claims made by any third parties in connection with the construction and installation of an embedded generation facility or other electrical apparatus by or on behalf of the Customer.

1.7 Distributor's Rights

1.7.1 Access to Customer Property

Fort Frances Power shall have access to Customer's property in accordance with section 40 of the Electricity Act, 1998.

1.7.2 Safety of Equipment

The Customer shall comply with all aspects of the Ontario Electrical Safety Code with respect to insuring that equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies, in particular cross wiring situations, in a timely fashion. If the Customer does not take such action within a reasonable time, Fort Frances Power may disconnect the supply of electricity to the Customer.

The Customer shall not use or interfere with the facilities of Fort Frances Power except in accordance with a written agreement with Fort Frances Power. Fort Frances Power has the right to seal any point where a connection may be made on the line side of the metering equipment.

The Customer shall not build, plant or maintain or cause to be built, planted or maintained any structure, tree, shrub or landscaping that would or could obstruct the running of distribution lines, endanger the equipment of Fort Frances Power, interfere with the proper and safe operation of Fort Frances Power's facilities or adversely affect compliance with any applicable legislation in the sole opinion of Fort Frances Power. Where an obstruction is discovered, Fort Frances Power will notify the Customer and provide a reasonable time for the Customer to correct any obstructions. If the Customer does not remove such obstruction within the reasonable time designated by Fort Frances Power, Fort Frances Power may disconnect the supply of electricity to the Customer and/or remove, relocate or, in the case of shrubs or other vegetation, trim such

obstructions at the Customer's expense, and Fort Frances Power shall not be liable to the Customer for any damages arising as a result thereof, other than physical damage to facilities arising directly from entry on the Customer's property. Fort Frances Power's policies and procedures with respect to the disconnection process are further described in this Conditions of Service.

1.7.3 Operating Control

The Customer shall provide a convenient and safe place, satisfactory to Fort Frances Power for installing, maintaining and operating its equipment in, on, or about the Customer's premises or in, on, or about the public road allowance for non-metered connections. Fort Frances Power assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's premises or in, on, or about the public road allowance for non-metered connections, or approaches thereto, or any acts, omissions or events beyond its control, or the negligence or wilful misconduct of any Persons over whom Fort Frances Power has no control.

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

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

The physical location on Customer's premises or the public road allowance for non-metered connections at which a distributor's responsibility for operational control of distribution equipment ends is defined by the Distribution System Code as the "operational demarcation point.

1.7.4 Repairs of Defective Electrical Equipment

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

1.7.5 Repairs of Customer's Physical Structures

Depending on the ownership and demarcation point, construction and maintenance of all civil works on private property owned by the Customer, including such items as poles, transformer vaults, transformer rooms, transformer pads, manholes, cable pull rooms and underground conduit, will be the responsibility of the Customer. Fort Frances Power and the Electrical Safety Authority must inspect and accept all civil work on private property.

The Customer is responsible for the maintenance and safe keeping conditions satisfactory to Fort Frances Power of its structural and mechanical facilities located on private property.

Where structural deficiencies to walls, ceiling, doors, vents, drain, or other Customer owned structures, are identified as a result of its inspection, Fort Frances Power will notify the Customer and provide a reasonable time for the Customer to correct any deficiencies to its facilities.

If the Customer does not carry out its repairs within a reasonable time, or the repairs are not considered adequate by Fort Frances Power or an inspection authority, Fort Frances Power may disconnect the supply of electricity to the Customer and carry out the repairs at the Customer's expense, and Fort Frances Power shall not be liable to the Customer for any damages arising as a result thereof, other than physical damage to facilities arising directly from entry on the Customer's property. Fort Frances Power's policies and procedures with respect to the disconnection process are further described in this Conditions.

1.7.6 Tree and Vegetation Management

To ensure public safety and the continued reliable operation of its distribution system, Fort Frances Power will maintain clearance around its distribution lines on a cyclical or as-needed basis. The tree trimming cycle may vary depending on extent of storm damage, health of trees, and vegetation type.

Fort Frances Power will coordinate and maintain tree clearance around all its distribution lines that are located on public allowance. Fort Frances Power will also maintain tree clearance around its overhead lines over 750 Volts that may be located on private property at no cost to the Customer. Fort Frances Power will attempt to discuss the planned re-clearing with property owners prior to work being performed in order to mitigate the impacts to the environment and the property. However, in the event of emergencies, Fort Frances Power may be unable to notify the property owner prior to performing the work.

Customers are responsible for all initial tree trimming for all new overhead lines that will be located on private property. Customers are also responsible for continuing tree trimming, tree and brush removal around service lines that are less than 750 Volts that are located on private property, as well as around overhead lines over 750 Volts when these lines are owned by the Customer. Clearances must conform to the Electrical Safety Code.

To permit the safe clearance of trees and vegetation from overhead lines over 750 Volts located on private property, Fort France Power will, upon at least ten days prior notice from the Customer, during normal business hours, disconnect and reconnect the Customer's supply.

1.8 Disputes

Any dispute between a Customer or retailer and Fort Frances Power shall be settled according to the dispute resolution process specified in Section 23 of the Distribution License. A copy of this resolution process shall be provided at the request of any member of the public.

If a Customer, Consumer or other market participant has a complaint about Fort Frances Power regarding services provided by Fort Frances Power under its Electricity Distribution License, the Customer may contact Fort Frances Power's Administration Office at 807-274-9291 during regular business hours, between 8:30 am and 4:30 pm Monday to Friday, or e-mail the complaint to ffpc@fortfrances.ca.

Upon receipt of a complaint, a Fort Frances Power representative will contact the Customer, Consumer or the other market participant to acknowledge receipt of the complaint and, if possible, to resolve the complaint, and will investigate and follow-up on the complaint as required to resolve the complaint. If a Customer, Consumer or other market participant complaint cannot be resolved

by contacting one of Fort Frances Power's representatives, Fort Frances Power will refer the unresolved complaint to the Ontario Energy Board.

SECTION 2: DISTRIBUTION ACTIVITIES (GENERAL)

2.1 Connections

Under the terms of the Distribution System Code, Fort Frances Power has the obligation to either connect or to make an "Offer to Connect" any Customers that lie in its service area.

New service connections are treated as one of two cases:

a. **Building that Lies Along:**

These are for new service connections where the property is presently serviced with lines along the property that have sufficient capacity to supply the proposed new load.

b. **Expansions / Offer to Connect:**

These are for new service connections where the Fort Frances Power electrical distribution system requires an enhancement to serve the proposed load. The enhancement can take the form of a line extension or a reinforcement of an existing circuit.

The Customer or its representative shall consult with Fort Frances Power well in advance of requiring a connection to determine the availability of supply, the supply voltage, service location, metering, and any other details. These requirements are separate from and in addition to those of the Electrical Safety Authority. Fort Frances Power will confirm, in writing, the characteristics of the electricity supply.

The Customer or its authorized representative shall apply for new or upgraded electricity services and temporary power services in writing. The Customer is required to provide Fort Frances Power with sufficient lead-time in order to ensure:

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

Fort Frances Power shall make every reasonable effort to respond promptly to a Customer's request for connection.

All connection charges, security deposits, capital contributions and/or installation charges must be paid before electricity is turned on, provided that Electrical Safety Authority and Fort Frances Power Inspection approvals have been obtained.

2.1.1 Building that Lies Along

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

Under the terms of the Distribution System Code, Fort Frances Power has the obligation to connect (under Section 28 of the Electricity Act, 1998) a building or facility that "lies along" its distribution line, provided;

- a. the building can be connected to Fort Frances Power's distribution system without an expansion or enhancement and,
- b. the service installation meets the conditions listed in the Conditions of Service of the distributor that owns and operates the distribution line.

The location of the Customer's service entrance equipment is subject to the approval of Fort Frances Power and the Electrical Safety Authority.

2.1.1.1 Connections

In General, Fort Frances Power may, depending on Customer Class, recover costs associated with the installation of "Connection Assets" via a Basic Connection Fee or a Variable Connection Charge, as further described below. Connection charges and available connection types for Residential and General Service class Customers are further described in Section 3. A Basic Connection is defined as the actual or equivalent cost to supply and install overhead distribution transformer capacity and up to 30 meters (Residential) or 30 meters (General Service) of overhead service conductor. Residential class Customers receive this Basic Connection without charge. Variable Connection Charges are based on 100% of the actual cost to install connection assets. For Residential class Customers, the equivalent Basic Connection cost is deducted from these Variable Connection Charges. For General Service class Customers, only the basic material cost of the transformer is deducted from these Variable Connection Charges unless otherwise indicated in these Conditions.

2.1.2 Expansions / Offer to Connect

Under the terms of the Distribution System Code, should Fort Frances Power be required to make an enhancement and /or construct new facilities to its distribution system or increase capacity of an existing distribution system in order to accommodate a service connection, the Customer will be required to make a capital contribution. The enhancement can take the form of a line extension or a reinforcement of an existing circuit.

Fort Frances Power will perform a "Discounted Cash Flow" analysis in accordance with Appendix B of the Distribution System Code. This economic evaluation of the expansion project is to determine if the future revenue from the Customer(s) will pay for the capital cost and on-going maintenance costs of the expansion project.

The results of this analysis will be communicated to the Customer in the form of an "Offer to Connect". This offer will include the following:

- a. A description of the physical plant required to connect the Customer,
- b. An estimate of the amount that would be charged to the Customer in order to construct the distribution system expansion necessary to make the connection
- c. A description and estimate of the connection charges that would apply to the offer in accordance with standard capital contribution charges,
- d. Whether the offer is a firm offer or is an estimate of the costs that would be revised in the final payment to reflect actual costs incurred,
- e. 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.

Fort Frances Power will be responsible for the preliminary planning, design and engineering specifications of the work required for the distribution system expansion and connection. These items remain the property of Fort Frances Power.

In providing the estimate of the amount to be charged to the Customer in order to construct the distribution system expansion, Fort Frances Power shall delineate estimated costs specifying those costs attributable to engineering design, materials, labour, equipment and administrative activities. The amount Fort Frances Power will offer to charge a Customer other than a generator or distributor to construct the expansion to the Fort Frances Power's distribution system will not exceed that Customer's share of the difference between the present value of the projected capital costs and on-going maintenance costs for the equipment and the present value of the projected revenue for distribution services provided by those facilities.

The methodology and inputs that Fort Frances Power shall use to calculate this amount are presented in Appendix B of the Distribution System Code. If a shortfall between the present value of the projected costs and revenues is calculated, Fort Frances Power will collect that amount from the Customer.

Unforecasted Customers that connect to the distribution system during the Customer connection horizon will benefit from the earlier expansion and should contribute their share. In such an event, the initial contributor shall then be entitled to a rebate from the distributor as follows:

- a. For a period of up to five (5) years, the initial contributor shall be entitled to a rebate without interest, based on apportioned benefit for the remaining period.
- b. 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).

Fort Frances Power's offer will generally be based on an estimate of the costs to construct the expansion and not a firm offer, the final amount charged to the Customer will be based on actual costs incurred following completion of the work. Fort Frances Power will calculate one estimate and the final amount of Customer capital contribution at no expense to the Customer.

2.1.2.1 Alternative Bids

Customers requesting a connection that requires a system enhancement may have the choice to obtain alternative bids for the connection and expansion facilities. If the project requires a capital contribution from the Customer and construction work would not involve work with existing circuits, the Customer may obtain an alternative bid from qualified contractors. Fort Frances Power will provide information on the charges for the Fort Frances Power portion of the work and the standards that the contractor must meet.

The Customer that chooses to pursue an alternative bid will be responsible for any costs incurred by Fort Frances Power associated with the expansion project, including, but not limited to the following:

- a. Costs for additional design, engineering, or installation of facilities required to complete the project that were made in addition to the original offer to connect.
- b. Costs for inspection or approval of the work performed by the contractor hired by the Customer.

2.1.3 Connection Denial

2.1.3.1 Buildings

The Distribution System Code provides for the ability of a Distributor to deny connections. Fort Frances Power is not obligated to connect a building within its service territory if the connection results in any of the following:

- a. Contravention of existing laws and Codes of Canada, the Province of Ontario, and Municipal Codes and By-laws.
- b. Violations of the conditions in Fort Frances Power Licenses and Agreements and Conditions of Service.
- c. Use of a distribution system for a purpose that it does not serve and Fort Frances Power does not intend to serve
- d. Adverse effect on the reliability and safety of the distribution system as determined by Fort Frances Power
- e. A decrease in the efficiency of Fort Frances Power distribution system
- f. Adverse effect on the quality of distribution services received by an existing connection
- g. Discriminatory access to distribution services
- h. Potential increases in monetary amounts that are already in arrears with Fort Frances Power
- i. Previous violations of any documented standards or agreements which have yet to be corrected
- j. Public safety reasons or imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system as determined by Fort Frances Power
- k. Electrical connection to the distribution system that does not meet Fort Frances Power design requirements
- l. Violations of the property rights of property owners or other agencies, such as railways, Ministries, or the Municipality

2.1.3.2 Subdivisions

Fort Frances Power is not obligated to connect a subdivision within its service territory if the connection results in any of the following:

- a. Articles as indicated in Section 2.1.3.1
- b. Failure to pay the connection fees as specified in the subdivision agreement

2.1.3.3 Pole Attachment

Fort Frances Power is not obligated to connect or allow access to its poles within its service territory if the connection results in any of the following:

- a. Articles as indicated in Section 2.1.3.1
- b. Failure to enter into an agreement for the joint use of space on Fort Frances Power poles.

Fort Frances Power will advise the party requesting the connection of the reasons for not connecting. Where Fort Frances Power is able to provide a remedy it will do so and then make an offer to connect. If Fort Frances Power is unable to provide a remedy to resolve the issue, it is the responsibility for the appropriate party to do so before a connection can be made.

2.1.4 Inspections Before Connections

All Customer owned and maintained electrical installations shall be inspected by the Electrical Safety Authority and must meet Fort Frances Power's standards and requirements. Fort Frances Power requires notification from the Electrical Safety Authority of this approval prior to energizing a Customer's supply of electricity. Services that have been disconnected for the purposes of upgrade or change, or services that have been altered subsequent to Electrical Safety Authority approval, must be re-inspected and approved by the Electrical Safety Authority prior to reconnecting. Services that have been disconnected for a period of six months or longer must be re-inspected by the electrical Safety Authority, prior to reconnection.

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

Duct banks and transformer pads will be inspected and approved by Fort Frances Power prior to the pouring of concrete and again before backfilling. In the event of blocked ducts, the owner will be responsible for clearing or replacing the ducts prior to cable installation. Fort Frances Power will perform the connection to existing concrete duct banks or manholes.

Transformer vaults will be inspected and approved by Fort Frances Power prior to the installation of equipment.

The Customer shall contact Fort Frances Power prior to installing or relocating a meter base for a service to obtain approval of the location and Fort Frances Power shall consider:

- a. proximity to plant
- b. overhead or underground obstructions
- c. ease of access to meter

All new electrical installations or any electrical installations that are to be altered or enlarged are subject to the rules and regulations as set forth by the Electrical Safety Authority. The Fort Frances Power is prevented by law, from supplying power to, or energizing in any way, installations which have not been inspected and approved by the Electrical Safety Authority.

2.1.5 Relocation of Plant

When requested to relocate distribution plant, Fort Frances Power will exercise its rights and discharge its obligations in accordance with existing acts, by-laws and regulations including the Public Service Works on Highways Act, agreements, easements and law. In the absence of existing agreements, Fort Frances Power is not obligated to relocate the plant. However, Fort Frances Power shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner will include a response to the requesting party that explains the feasibility or unfeasibility of the relocation and a fair and reasonable charge for relocation based on cost recovery principles. The Customer requesting the relocation will be responsible to bear all costs to relocate the plant.

2.1.6 Easements

Where a Customer requires to have Fort Frances Power plant installed onto private property, the Customer shall at no cost to Fort Frances Power grant where required an easement to permit

installation and maintenance of service. The width and extent of this easement shall be determined by Fort Frances Power. The easement shall be registered on title prior to energizing the service.

To maintain the reliability, integrity and efficiency of the distribution system, Fort Frances Power has the right to have supply facilities on private property and to have easements registered against title to the property.

Easements are required where Fort Frances Power facilities are to be located on private property or crosses over the property of a third party to serve property other than property where the facilities are located and/or where Fort Frances Power deems it necessary.

The Customer will prepare at its own cost any required reference plan and associated easement documents to the satisfaction of Fort Frances Power prior to registering the easement plan. Four copies of the deposited reference plan must be supplied to Fort Frances Power prior to the preparation of the easement documents. Details will be provided upon application for service. The Customer is responsible for registering the reference plan while Fort Frances Power will register the easement documents.

2.1.7 Contracts

2.1.7.1 Contract for New or Modified Electricity Service

Fort Frances Power shall only connect a Customer for a new or modified supply of electricity upon receipt by Fort Frances Power of the following:

- a. A completed and signed contract for service in a form acceptable to Fort Frances Power
- b. Payment to Fort Frances Power of any applicable connection fee
- c. An inspection and approval by the Electrical Safety Authority of the electrical equipment for the new service

2.1.7.2 Implied Contract

In all cases, notwithstanding the absence of a written contract, Fort Frances Power has an implied contract with any Customer that is connected to Fort Frances Power's distribution system and receives distribution services from Fort Frances Power. The terms of the implied contract are embedded in Fort Frances Power's Conditions of Service, the Rate Handbook, Fort Frances Power's rate schedules, Fort Frances Power's licence, the Distribution System Code, the Standard Supply Service Code and the Retail Settlement Code, all as amended from time to time.

The acceptance of supply of electricity or related services from Fort Frances Power constitutes a binding contract with Fort Frances Power which includes these Conditions and all terms thereunder. The person so accepting the supply of electricity or related services shall be liable for payment for same, and such contract shall be binding upon such person's heirs, administrators, executors, successors or assigns.

If Fort Frances Power has not received a request to open an account in the name of the occupant of the property, or in the event the electricity is used by a person(s) unknown to Fort Frances Power, then the cost for electricity consumed by such person(s) is due and payable by the owner(s) of such property.

2.1.7.3 Special Contracts

Special contracts that are customized in accordance with service requested by the Customer normally 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. embedded generation facilities

2.1.7.4 Connection Agreements

Larger General Service Customers are required to enter into a Connection Agreement designed for their specific needs. Until such time as the Customer executes such an agreement with Fort Frances Power, the Customer shall be deemed to have accepted and agreed to be bound by all of the terms in a standard Connection Agreement.

An Embedded Generator, Embedded Retail Generator, Embedded Market Participant and/or Embedded Distributor shall enter into a Connection Agreement in a form acceptable to Fort Frances Power. Until such time as the Embedded Generator or Embedded Retail Generator executes such an agreement with Fort Frances Power, the Embedded Generator, Embedded Retail Generator, Embedded Market Participant and/or Embedded Distributor shall be deemed to have accepted and agreed to be bound by all of the terms and conditions in Fort Frances Power's standard Connection Agreement for Embedded Generators, Embedded Retail Generators, Embedded Market Participants, or Embedded Retail Generators, Embedded Market Participants, or Embedded Distributors.

Fort Frances Power shall make a good faith effort to enter into a Connection Agreement with a Customer connected to Fort Frances Power's distribution system in accordance with the requirements of the Distribution System Code issued by the Ontario Energy Board

2.2 Disconnection

Fort Frances Power has the right and/or obligation to disconnect the supply of electricity to a Customer for causes including, but not limited to the following reasons:

- a. Contravention of the laws of Canada or the Province of Ontario, including the Ontario Electrical Safety Code.
- b. A material adverse effect on the reliability and safety of Fort Frances Power's distribution system
- c. Imposition of an unsafe worker situation beyond normal risks inherent in the operation of Fort Frances Power's distribution system
- d. A material decrease in the efficiency of Fort Frances Power's distribution system
- e. A materially adverse effect on the quality of distribution services received by an existing connection
- f. Inability of Fort Frances Power to perform planned inspections and maintenance
- g. Failure of the Consumer or Customer to comply with a directive of Fort Frances Power that Fort Frances Power makes for purposes of meeting its licence obligations

- h. Overdue amounts payable to Fort Frances Power including the non-payment of a security deposit.
- i. Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion
- j. Any other conditions identified in this Conditions

Fort Frances Power may disconnect the supply of electricity without notice in accordance with a court order, or for emergency, safety or system reliability reasons.

In all circumstances where allowable by law, an attempt shall be made to notify the Customer in advance of the disconnection. A Customer intending to demolish any buildings that house Fort Frances Power's distribution equipment shall notify Fort Frances Power at least one month in advance of demolition to allow Fort Frances Power to remove all electrical equipment owned by Fort Frances Power that is located on private property.

2.2.1 Disconnection for Non-Payment of Overdue Accounts

Immediately following the due date, steps will be taken to collect the full amount owing of the electricity bill.

Regular hydro bills, including any applicable security deposits, are due sixteen (16) days after the billing date. If the Customer does not pay by the due date, a past due reminder may be sent out approximately four (4) days after the due date. If the bill remains unpaid, as a courtesy, a second past due notice may be sent out advising the Customer of a pending disconnection twenty-one (21) days after the billing date. FFPC may also attempt to contact the Customer via phone, mail, and/or hand delivered notice to facilitate payment arrangements.

Once attempted contact with the Customer has failed, and/or satisfactory payment arrangements have not been made, FFPC will arrange for disconnection of electricity supply only as a last resort. Forty-eight (48) hours prior to the scheduled disconnection, FFPC will once again make a good faith effort to contact the Customer by phone, mail and/or hand delivered notice for payment arrangements.

As per Sections 4.2.1.1 and 4.2.1.2 of the Distribution Settlement Code, a copy of the "Fire Safety Notice" of the Office of the Fire Marshall will be delivered prior to, or at the time of disconnection for nonpayment.

FFPC shall not be liable for any injury, loss or damage to persons or property accruing or resulting from the failure of supply of electricity due to nonpayment of account. FFPC may recover from the disconnected Customer the reasonable costs associated with disconnection. Further, discontinuance of service does not relieve the Customer of the liability for arrears. Reconnection of the account shall be completed only after the Customer has made satisfactory payment arrangements. All such reconnections may be subject to a reconnection charge by FFPC.

Disconnections and/or the use of limiting devices shall be subject to updated legislation.

2.2.2 Disconnection – Maintenance/Construction

Fort Frances Power reserves the right to carry out work on its system. During the course of maintenance/construction, it may become necessary to disconnect Customers from service.

Efforts will be made to keep these outages as brief as possible to minimize the impact on the Customer.

In the event of non-emergency work, commercial Customers shall be contacted and arrangements will be made for an outage.

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guaranty of Supply

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

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

Customers requiring a three-phase supply should install protective apparatus to avoid damage to their equipment, which may be caused by the interruption of one phase, or non-simultaneous switching of phases of Fort Frances Power's electricity supply. During an emergency, Fort Frances Power may interrupt supply to a Customer in response to a shortage of supply of electricity, or to effect repairs on its distribution system or while repairs are being made to Customer-owned equipment. Fort Frances Power shall have rights to access property in accordance with Section 40 of the Electricity Act, 1998 and any successor acts thereto.

To assist with distribution system outage or emergency response, Fort Frances Power may require a Customer to provide Fort Frances Power with emergency access to Customer-owned distribution equipment that normally is operated by Fort Frances Power or Fort Frances Power-owned equipment on Customer's property.

2.3.2 Power Quality

Upon request for an appointment, Fort Frances Power will provide no charge voltage checks at a Customer's secondary service entrance only. Other voltage checks beyond the service entrance point will be the responsibility of the Customer, except for Fort Frances Power-owned equipment.

2.3.2.1 Power Quality Testing

In response to a Customer's power quality concern, where the utilization of electric power adversely affects the performance of electrical equipment, Fort Frances Power will perform investigative analysis to attempt 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, Fort Frances Power will recommend and/or take appropriate mitigation measures to rectify the condition.

If the problem lies on the Customers side of the system, Fort Frances Power may seek reimbursement from the Customers for the costs incurred in its investigation.

2.3.2.2 Power Quality Customer Obligations

If Fort Frances Power determines the Customer's equipment may be the source causing unacceptable harmonics, voltage flicker or voltage level on Fort Frances Power distribution system, the Customer is obligated to help Fort Frances Power by providing required equipment information, relevant data and necessary access for monitoring the equipment.

The Customer shall assist in the investigation and resolution of power quality problems by:

- a. Maintaining and providing Fort Frances Power with a detailed log of exact times and dates of poor power quality;
- b. Ensuring corrective measures such as filters and/or grounding are installed for non-linear loads connected to the distribution system;
- c. Assisting Fort Frances Power in determining whether the Customer's equipment may be a source of undesirable system disturbances; and
- d. Ceasing operation of equipment deemed to be the cause of system disturbances until satisfactory remedial action has been taken;

The Customer should be aware that some distribution system events such as capacitor switching may cause problems with highly sensitive equipment, and the Customer shall be responsible for mitigating these effects.

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

2.3.2.3 Timely Correction of Deficiencies

If an undesirable system disturbance is being caused by Customer's equipment, the Customers will be required to cease operation of the equipment until the Customers at the Customer's cost has taken satisfactory remedial action. If the Customers do not take such action within a reasonable time, Fort Frances Power may disconnect the supply of power to the property.

2.3.2.4 Notification for Interruptions

Although it is Fort Frances Power's policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customer's supply of electricity to allow work on Fort Frances Power's electrical system. Fort Frances Power will endeavour to provide such Customers with reasonable notice of planned power interruptions. However, interruption times may change due to inclement weather or other unforeseen circumstances. Fort Frances Power shall not be liable in any manner to such Customers for failure to provide such notice of planned power interruptions or for any change to the schedule for planned power interruptions.

During an emergency, Fort Frances Power may interrupt supply of electricity to a property without notice in response to a shortage of supply of electricity or to effect repairs on Fort Frances Power's

distribution system or while repairs are being made to Customer-owned equipment, or to conduct work of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

2.3.2.5 Notification to Customers on Life Support

Customers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. Customers with life support system are encouraged to inform Fort Frances Power of their medical needs and their available backup power. These Customers are responsible for ensuring that the information they provide Fort Frances Power and up-to-date.

Fort Frances Power will endeavour to contact these Customers with planned power interruptions, but will not be liable in any manner to the Customers of failure to do so.

2.3.2.6 Emergency Interruption for Safety

Fort Frances Power will endeavour to notify Customers prior to interrupting the electricity supply to any service. However, if an unsafe or hazardous condition is found to exist, or if the use of electricity by apparatus, appliance, or other equipment is found to be unsafe or damaging to Fort Frances Power or to the public, electricity service may be interrupted without notice.

2.3.2.7 Emergency Service (Trouble Calls)

Fort Frances Power will exercise reasonable diligence and care to deliver a continuous supply of electricity to the Customer. However, Fort Frances Power cannot guarantee a supply that is free from interruption.

When power is interrupted, the Customer should first ensure that failure is not due to the Customer's installation. If there is a partial power failure, the Customer should obtain the services of a qualified electrical contractor to carry out necessary repairs. If, on examination it appears that Fort Frances Power's main source of supply has failed, the Customer should report these conditions at once to Fort Frances Power by calling 807-274-9291 during regular business hours. Fort Frances Power operates a 24 hours/day, 7 days/week After Hours Trouble Service at 807-274-9291. Fort Frances Power will initiate restoration efforts as rapidly as practicable.

2.3.3 Electrical Outages and Disturbances

Fort Frances Power Corporation shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure as defined in Section 2.3.5 of this Conditions.

Voltage fluctuations and other disturbances can cause flickering of lights and other serious difficulties for Customer's connected to Fort Frances Power's distribution system. Customers must ensure that their equipment does not cause disturbances such as harmonics and spikes that might interfere with the operation of adjacent Customer equipment. Equipment that may cause disturbances includes large motors, welders and variable speed drives, etc. In planning the installation of such equipment, the Customer must consult with Fort Frances Power.

Some types of electronic equipment, such as video display terminals, can be affected by the close proximity of high electrical currents that may be present in the transformer rooms. Fort Frances Power will assist in attempting to resolve any such difficulties at the Customer's expense.

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

2.3.4 Standard Voltage Offerings

The primary voltage provided by Fort Frances Power for both Fort Frances Power-owned and Customer-owned transformation of the plant that “lies along” will be at 12,470Y/7200V grounded wye, three phase, four-wire system.

Single Phase Service

Primary Voltage
7200 volts Phase to ground

Secondary Voltage
120/240 volts

Three Phase Service

Primary Voltage
7200 volts Phase to ground

Secondary Voltage
120/208v 4 conductor
347/600v 4 conductor

2.3.5 Voltage Guidelines

The following Extreme Operating Conditions are the conditions under which Fort Frances Power will contract to supply electrical energy. Fort Frances Power will provide voltages to limits as shown in the chart below:

Voltage Variation Limits - Available at Service Entrances

Nominal System Voltage	Extreme Operating Conditions			
	Normal Operating Conditions			
Single Phase 120/240	106/212	110/220	125/250	127/254
Three Phase (3 Conductor) *240 *600 * Three Phase – 3 conductor voltages at 240v and 600v are no longer supplied to new services	214 530	222 550	250 625	254 635
Three Phase (4 Conductor) 120/208 347/600	110/193 306/530	112/194 318/550	125/216 360/625	127/220 367/635

Fort Frances Power attempts to maintain voltage variation limits, under normal operating conditions, at the Customer's delivery points, as specified by the Canadian Standards Association, C235, Standard CAN3-C234-87 (latest edition).

Fort Frances Power shall practice reasonable diligence in maintaining 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 or host Distributor.

When voltages lie outside the acceptable limits for Normal Operating Conditions, but within the acceptable 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. When voltages lie outside the acceptable limits for Extreme Operating Conditions, improvement or corrective action will be taken on an emergency basis. The urgency for such action will depend on factors such as the location and nature of load or circuit involved, the extent to which limits are exceeded.

Upon request for an appointment, Fort Frances Power will provide voltage checks at no charge, at a Customer secondary service entrance only. Other voltage checks beyond the service entrance point will be the responsibility of the Customer, except for equipment.

2.3.6. Backup Generators

Customers with portable or permanently connected generation capability used for emergency back up shall comply with all applicable criteria of the Ontario Electrical Safety Code. The

Customer must ensure that their emergency generation does not parallel with Fort Frances Power's system without a proper interface and does not adversely affect Fort Frances Power distribution system.

Customers with permanently connected emergency generation equipment must notify Fort Frances Power if they are using this type of equipment. Customers must also provide isolation from their generation for Utility Work Protection.

2.3.7 Metering

Fort Frances Power will supply, install, own and maintain all meters, instrument transformers, ancillary devices, and secondary wiring that are required for revenue metering.

The Customer must provide for a readily accessible and safe location, satisfactory to Fort Frances Power for the installation of meters and ancillary equipment. A clearly defined working space and access route shall be maintained for all meter equipment in accordance with the Ontario Electrical Safety Code.

The Customer is responsible for the safekeeping of Fort Frances Power revenue meters and equipment installed on the Customer's premises. Damage to meters and equipment, not caused by lightning or other conditions outside the Customer's control, will be repaired/replaced at the Customer's cost.

All meters and ancillary equipment is the property of Fort Frances Power and will be maintained by Fort Frances Power. All other service equipment associated with the meter installation will be supplied and installed by the Customer in compliance with Fort Frances Power requirements and the Ontario Electrical Safety Code.

The Customer shall authorize Fort Frances Power to have access to the premises at reasonable times to read and/or maintain meters and associated equipment.

The meters and associated equipment provided to the Customer shall be for the exclusive use of Fort Frances Power. No equipment other than that installed for the metering shall occupy any part of the meter working space. Fort Frances Power metering circuits shall drive no Customer control, load management information circuits, etc.

An Ontario Energy Board-licensed generator connected to the Fort Frances Power distribution system that sells energy and settles through the Fort Frances Power retail settlement process shall install a four-quadrant interval meter.

A Customer with an embedded generation facility connected to the Fort Frances Power distribution system shall install its own meter in accordance with the approved metering requirements. The Customer shall obtain a written approval from Fort Frances Power with respect to technical details of the metering installation.

Where practical, metering for an embedded generation facility shall be installed at the point of supply. If it is not practical to install the meter at the point of supply, Fort Frances Power will apply loss factors to the generation output in accordance with the loss factors applied for retail settlements and billing.

2.3.7.1 Residential Service**General**

Outdoor metering for residential services, single phase, 100 ampere and 200-ampere service size must meet the following standards:

Fort Frances Power Metering Standards:

- a. All underground and 200-amp overhead services must have an oversize enclosed 4-jaw socket 200-amp meter base with lugs capable of accepting 250 MCM copper or aluminium wire.
- b. All 100-amp overhead services require a 100-amps rated, 4-jaw socket type meter base.
- c. All meters for new services or service changes for residential and small commercial Customers will be of the socket type and will be mounted outdoors in an approved accessible location. The centre of the meter to be between 5'4 (1.6 metres) to 6'0 (1.8 metres) above finished grade of the pavement or ground level.
- d. Where local conditions are such as to render outdoor metering impractical or inadvisable, such as for multiple family buildings with more than two sub-services, socket meters may be mounted in an approved location indoors, subject to the approval of the Fort Frances Power Corporation. The centre line of the meter not be less than 4'0 (1.2 metres) and not more than 6'0 (1.8 metres) from the floor.
- e. In either case the meter socket or ring (screw type), which is to be CSA approved is to be mounted in, and form part of the service or sub-service conduit, duct or multiple meter trough. The wiring connections to be on the supply side of all service protection and control equipment such as circuit breakers, fuses or switches which control the Customer's load to be metered.
- f. The meter socket or ring must meet the requirement of Fort Frances Power's meters and therefore is subject to the Fort Frances Power's approval.
- g. No Equipment on the line side of the meter, including the meter, shall be tampered with.
- h. The meter mounting device should be located not more than 10' (3 metres) back from the wall of the building nearest the Fort Frances Power's distribution system (see the Ontario Building Code 1997, 9.34.4), preferably accessible for servicing and meter reading on drive-way or sidewalk.

2.3.7.1.2 Small General Service**General**

Outdoor metering for large residential and small commercial services; 120/240 volts, 3 wire, 400 ampere maximum service size must meet Fort Frances Power Metering Standards. Requests for residential services 400-amps must be submitted for Fort Frances Power for approval of installation.

Fort Frances Power Metering Standards:

- a. Meter base must be self-contained JS4A type (c/w 400:5 C.T.'s), 400-amps rated, 4-jaw meter base equipped with self-shortening jaws.
- b. All meters for new services or service changes for residential and small general service Customers will be of the socket type and will be mounted outdoors in an approved

accessible location. The centre of the meter to be between 5'4 (1.6 metres) to 6'0 (1.8 metres) above finished grade to the pavement or ground level.

- c. Where local conditions are such as to render outdoor metering impractical or inadvisable, such as for multiple family buildings with more than two sub-services, socket meters may be mounted in an approved location indoors, subject to the approval of the Fort Frances Power. The centre line of the meter not be less than 4'0 (1.2 metres) and not more than 6'0 (1.8 metres) from the floor.
- d. In either case the meter socket or ring (screw type), which is to be CSA approved is to be mounted in, and form part of the service or sub-service conduit, duct or multiple meter trough. The wiring connections to be on the supply side of all service protection and control equipment such as circuit breakers, fuses or switches which control the Customer's load to be metered.
- e. The meter socket or ring must meet the requirement of the Fort Frances Power's meters and therefore is subject to the Fort Frances Power's approval.
- f. No equipment on the line side of the meter, including the meter, shall be tampered with.
- g. The meter mounting device should be located not more than 10' (3 metres) back from the wall of the building nearest the Fort Frances Power's distribution system (see the Ontario Building Code 1997, 9.34.4), preferably accessible for servicing and meter reading on drive-way or sidewalk.
- h. One (1) meter per single unit and two (2) meters for duplexes will be allowed at no charge. Apartments and condominiums will comply with General Service metering requirements.
- i. Row Housing-all meters shall be grouped for one multi-unit building on one property. Individual properties with the same structure will have individual services and meters. Row housing multiple unit buildings on one property will have one (1) 400-amp service supplying a maximum of six (6) 100-amp sub-services. Ganged meters must be approved by Fort Frances Power. Unit numbers must be permanently marked on the meter base before the meter is installed.

2.3.7.1.3 Three Phase – Over 200 Amp – Transformer Type

Fort Frances Power requires that 3 phase services over 200 amps incorporate a transformer type meter. Fort Frances Power will supply a meter cabinet, test block, wiring harness and meter at no charge to the Customer.

Fort Frances Power Metering Standards

- a. The Customer must supply drawings and specifications to Fort Frances Power for approval on any proposed switchboard and metering installations before any Tenders are called for or any construction commences. A written approval must be received before equipment is cleared for manufacture, with the Customer giving a reference number to the Fort Frances Power to enable current and potential transformers to be ordered and shipped to the manufacturer for installation in the switchgear. The lead-time for ordering meters and instrument transformers is a minimum of 90 days.
- b. The height of the meter or meters must be between 4'(1.2 metres) and 6' (1.8 metres) above the floor level.
- c. The meter panel shall be CSA approved, piano hinged type, structurally sound and rigid to support the weight of the meters and test blocks. The steel is to be at least 1/8th (3.15mm) thick and edges to be rolled or formed for rigidity. Specifications for this panel require the approval of the Fort Frances Power and the Electrical Safety Authority.
- d. Instrument Transformer Cabinet: Minimum size of meter instrument transformer cabinet for Services to 1000 amp service—36"W x 36"D (914mm x 254mm). The instrument

cabinet shall be mounted with centreline a maximum of 6' (1.8 metres) and a minimum of 4' (1.2 metres) above the floor. The instrument cabinet shall be connected to the meter cabinet by means of a 1 ¼" conduit which will house a meter wiring harness.

- e. Seals: All pull boxes, cabinets, bus troughs, etc where installed ahead of the meter, shall be equipped with padlock sealing devices. Seals on meters, service boxes or pull in boxes etc. must not be broken or tampered with. Unauthorized persons tampering with seals will be subject to prosecution. Meters must not be removed from service without the authorization of Fort Frances Power
- f. For apartment buildings, Fort Frances Power requires all new services to be individual meters for each tenant. Services 100 and 200 amps must be socket metered (see Section 2.3.7.4).
- g. Meter Groupings: Enough wall space must be provided in the electrical room or rooms in each building to provide space for meter cabinets (3 phase sub-services) or meter panels (single phase sub-services) to allow for the following meter groups:
 - I. One building on property: It is desirable to put all meters at one location if possible. If not, meters must be grouped and located as approved by the Fort Frances Power. If more than 20 meters are required, an additional grouping of meters may be approved by the Fort Frances Power.
 - II. Several buildings on property, such as a shopping mall with separate buildings, the meters at each building must be grouped at one location.
 - III. Buildings with multiple meters must have the correct unit (apartment, store, etc) permanently marked on each meter base or cabinet. The owner is responsible for the accuracy of these markings and to notify Fort Frances Power of any changes.
- h. Lighting: A public lighting service must be provided for all public areas.

2.3.7.1.4 Three Phase 100 – 200 Amp Self Contained Meter

General

Fort Frances Power offers Three Phase self contained metered services in two configurations:

- a. 120/208 V, Two-Phase, 3-Wire, 100 Amp Network metered. 5-jaw meter base with fifth jaw installed at 9 o'clock position and connected to the neutral
- b. 120/208 V, or 347/600 V Three-Phase, 4-Wire, 200 Amp maximum. 7-jaw meter base with neutral connection.

Fort Frances Power Metering Standards:

- a. Fort Frances Power requires a minimum of 90 days lead time on meter orders.
- b. All meters for this type of service will be socket type and will be mounted in a location, which is accessible and approved by Fort Frances Power.
- c. The centre of the meter shall be between 5'4" (1.6 metres) to 6'(1.8 metres) above finished grade, pavement or ground level.
- d. Where local conditions are such as to render outdoor metering impractical or inadvisable, such as for apartments or multiple family buildings with more than two sub-services, socket meters may be mounted in an approved location indoors, subject to approval of Fort Frances Power.
- e. Meter socket or ring (screw type) is to be CSA and Fort Frances Power approved and mounted to form part of the service or sub-service conduit, duct or multiple meter trough. The wiring connections to be on the supply side of all service protection and control

equipment such as circuit breaker, fuses or switches which control the Customer's load to be metered.

- f. No equipment on the line side of the meter, including the meter, shall be tampered with.
- g. Meter Groupings: Enough wall space must be provided in the electrical room or rooms in each building to allow for the installation of a meter cabinet (three phase sub-service) or meter panels (single phase sub-services) for the following meter groups:
 - I. One building property: It is desirable to put all meters at one location if possible. If not, meters must be grouped and located as approved by Fort Frances Power. If more than 20 meters are required, an additional grouping of meters may be approved by Fort Frances Power.
 - II. Several buildings on property: The meters at each building must be grouped at one location.
 - III. Large shopping mall (under one roof) requiring several voltages to their mall portion and anchor stores. The meters must be grouped at one location for each transformer room location.

2.3.7.1.5 Temporary Service

General

Outdoor metering for temporary services, single phase, 100 ampere and 200 ampere service size must meet the following standards.

Fort Frances Power Metering Standards

- a. All underground and 200-amp overhead services must have an oversize enclosure, 4-jaw socket 200-amp meter base with lugs capable of accepting 250 MCM copper or aluminium wire.
- b. All 100-amp overhead services require a 100-amp rated, 4-jaw socket type meter base.
- c. All meters for temporary services will be of the socket type and will be mounted outdoors in an approved accessible location. The centre of the meter to be between 5'4 (1.6 metres) to 6'0 (1.8 metres) above finished grade of the pavement or ground level.
- d. In either case the meter socket or ring (screw type), which is to be CSA approved is to be mounted in, and form part of the service or sub-service conduit, duct or multiple meter trough. The wiring connections to be on the supply side of all service protection and control equipment such as circuit breakers, fuses or switches which control the Customer's load to be metered.
- e. The meter socket or ring must meet the requirement of Fort Frances Power's meters and therefore is subject to the Fort Frances Power's approval.
- f. No equipment on the line side of the meter, including the meter, shall be tampered with.
- g. All installations must be approved by the Electrical Safety Authority prior to energization.

2.3.7.2 Current Transformer Cabinets

For specific information for installations, see Section 3 of this Conditions of Service.

2.3.7.3 Interval Metering

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

pass-through pricing. Prior to the installation of an interval meter, the Customer must provide a ½ inch conduit from their telephone room to the meter cabinet. Fort Frances Power will arrange for the installation of a telephone line, terminated in the meter cabinet for exclusive use of Fort Frances Power to retrieve interval meter data. The Customer will be responsible for the installation of the telephone infrastructure and ongoing monthly costs of operating the phone line. The phone line will be Fort Frances Power owned, direct dial, voice quality, active 24 hours per day, and energized prior to meter installation.

Other Customers that request interval metering shall compensate Fort Frances Power for all incremental costs associated with that meter, including the capital cost of the interval meter, installation costs associated with the interval meter, ongoing maintenance (including allowance for meter failure), verification and re-verification of the meter, installation and ongoing provision of communication line or communication link with Customer's meter, and cost metering made redundant by the Customer requesting interval metering. All installations will be subject to the Distribution System Code and the Retail Settlement Code.

2.3.7.4 Meter Reading

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

Meter reading is typically scheduled on a monthly or bi-monthly basis. In the event that a reading cannot be obtained, either from a Fort Frances Power agent or directly from the Customer (phone, mail), it will be estimated based on historical consumption values.

2.3.7.5 Final Meter Reading

When a service is no longer required, the Customer shall provide sufficient notice of the date the service is to be discontinued and sign an Order of Disconnect at the Fort Frances Civic Centre so that Fort Frances Power can obtain a final meter reading as close as possible to the final reading date. The Customer shall provide access to Fort Frances Power 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, as determined by Fort Frances Power.

2.3.7.6. Faulty Registration of Meters

Metering electricity usage for the purpose of billing is governed by the Federal Electricity and Gas Inspection Act and associated regulations, under the jurisdiction of Measurement Canada, Industry Canada. Fort Frances Power's revenue meters are required to comply with accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registration Fort Frances Power's will determine the correction factors based on the specific cause of the metering error and the Customer electricity usage history. The Customer shall pay for all the electricity supplied a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by Fort Frances Power due regard being given to any change in the characteristics of the installation and/or the

demand. If Measurement Canada, Industry Canada determines that the Customer was overcharged, Fort Frances Power will reimburse the Customer for the amount incorrectly billed.

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

2.3.7.7 Meter Dispute Testing

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Customer or Consumer and Fort Frances Power without resorting to the meter dispute test.

Where possible, Customer Accounts staff shall handle inquiries by a Customer with regard to one or more readings taken from their meter. Staff will review the account to look for possible meter reading or billing errors, as well as assist the Customer with energy management and/or conservation suggestions.

If the Customer remains unsatisfied, Fort Frances Power will send one of its authorized agents to determine if the meter reading is accurate to within acceptable limits. If both the meter accuracy and the associated billing are deemed to be accurate by Fort Frances Power any further investigation requested by the Customer will be performed at the Customer's expense.

Fort Frances Power shall also inform the Customer of the assistance provided by Measurement Canada in meter dispute resolutions. Measurement Canada will typically verify the accuracy of the meter and/or metering installation.

2.4 Tariffs and Charges

Charges for standard distribution services are approved by the Ontario Energy Board and set out in the Tariff of Rates and Charges available at Fort Frances Power Offices.

2.4.1 Service Connection

For installation charges of a Customer service, the Ontario Energy Board approved Schedule of Rates and Charges will apply.

2.4.2 Energy Supply

There are no physical service connection differences between Standard Service Supply (SSS) Customers and third party retailers' Customers. The supply of electricity to both types of Customers is delivered through Fort Frances Power's distribution system with the same distribution requirements. Therefore, all service connection requirements applicable to the Standard Service Supply Customers are applicable to third party retailers' Customers.

All Fort Frances Power Customers are Standard Service Supply (SSS) Customers until Fort Frances Power is informed by the Customer or the Customer's authorized retailers of their switch

to a competitive electricity supplier. The Service Transfer Request (STR) must be made by the Customer or the Customer's authorized retailer.

Customers transferring from Standard Service Supply (SSS) to a retailer shall comply with Service Transfer Request (STR) requirements as outlined in Sections 10.5 through 10.5.6 of the Retail Settlement Code. All requests shall be submitted as electronic file and transmitted through EBT Express. Service Transfer Request (STR) shall contain information as set out in Section 10.3 of the Retail Settlement Code.

If the information is incomplete, Fort Frances Power shall notify the retailer or Customer about the specific deficiencies and await a reply before proceeding to process the transfer.

All Customers considering delivery of electricity through the Fort Frances Power distribution system are required to contact Fort Frances Power for technical requirements and applicable tariffs.

2.4.3 Deposits

Residential Service and General Service Customers are required to pay a Security Deposit in accordance with the Fort Frances Power Security Deposit Policy as listed in Appendix A.

2.4.4 Billing

Fort Frances Power may at its option, render bills to its Customers on either a monthly, bi-monthly quarterly or annual basis. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by Fort Frances Power. The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising Fort Frances Power of the reason for the dispute. Fort Frances Power will promptly investigate all disputes and advise the Customer of the results.

2.4.4.1 Prorating Bills and Service Charges

Service and demand charges will be prorated for initial and final bills only. Charges will be based on a straight ratio calculation of the number of days of service to a standard 30-day month.

2.4.4.2 Estimating Bills

Reasonable attempts will be made to obtain a meter reading for all regular electricity bills, based on access to the meter (see 2.3.7 Metering) If Fort Frances Power has been unsuccessful in obtaining a meter reading, either through its authorized agents or via phone in or mail-in Customer readings, the reading will be estimated. Estimates are done based on historical consumption information for the account, where possible. If there is not enough historical information on the account to provide an estimate, then historical information on the previous occupant of the location may be used instead. Demand readings will be estimated in a similar fashion when required.

2.4.4.3 Account Set-up Charge

A set-up charge shall be applied to all new accounts regardless of the Customer's account history with Fort Frances Power. The charge will be at a rate approved by the Ontario Energy Board.

2.4.4.4 Arrears Certificate / Lawyer's Letter

When a property is purchased, the buyer's lawyer will typically request a form letter be filled out by Fort Frances Power, which lists any equipment rentals or outstanding arrears that are linked to the property. Fort Frances Power may levy a charge for each service address requested at a rate approved by the Ontario Energy Board.

2.4.4.5 Transformer Ownership Credit

A credit will be provided for all Customers owning their own distribution transformers. The credit will be a rate approved by the Ontario Energy Board.

2.4.4.6 Primary Meter Discount

Commercial Customers that are metered on the primary side of the transformer shall receive a discount to adjust for the transformer losses. The discount will be at a rate approved by the Ontario Energy Board.

2.4.4.7 Power Factor Adjustment

A Customer with measured demand will be billed for it based on the measured kilowatts or 90% of the measured kilovolt-amperes, whichever is greater.

2.4.5 Payment and Late Payment Charges**2.4.5.1 Payment Plans**

Unless otherwise agreed to between the Customer and Fort Frances Power, all bills are payable in full by the due date; otherwise, overdue interest charge will apply. Where a partial payment has been made by the Customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date. In the event partial payment by a Customer, payments shall be allocated by the portions of the bill covering competitive and non-competitive electricity costs based on the ratios of the amount billed for competitive and non-competitive costs.

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

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

Payments may be made in the following ways:

- a. At the Fort Frances Civic Centre (upstairs) either through the Accounts Clerk or placed into the night deposit box located outside at the front door.
- b. By mail—do not send cash.
- c. Telephone banking method through the Customer's bank, or Credit Union
- d. ATM Machine/Personal Computer/Direct withdrawal from the Customer's bank account

- e. Cash, personal/certified cheques, money orders and bank debit cards are the acceptable form of payment, unless otherwise noted;
- f. Credit Card payments using VISA or MasterCard can be made by using the Paymentus Instant Payment Network. Details can be found on the FFPC website or at the <https://ipn.paymentus.com/otp/stde/ffpc> website or by calling 1-877-543-8372.

2.4.5.2 Methods of Payment Plans

Fort Frances Power shall offer the following payment plans to its Customers. Some restrictions may apply.

- a. **Budget Billing:** A monthly payment amount will be determined for the Customer's account based on historical consumption and current electrical rates. This amount will be billed to the Customer each month. The Customer's account shall be reconciled annually, at which time, any residual amounts owing to Fort Frances Power shall be paid in full or any residual amounts owing to the Customer will be applied to the Customer's next bill. If a change is required to the monthly payment amount based on large discrepancies in the actual energy charges, the Customer will be notified in writing, in advance of the payment change. If payments are not maintained or remain outstanding, the Customer shall be automatically removed from the plan; standard billing and collection timelines shall then apply.
- b. **Pre-Authorized Payment:** A pre-authorized bank debit of the net billed amount shall be withdrawn from the Customer's bank account on the due date of the bill according to the billing cycle. This plan is available to all Customers upon request, except those enrolled with a retailer under the retailer-consolidated billing option.

Customers may request to opt out of a payment plan at any time, at which point standard billing and collection timelines shall apply.

2.4.5.3 Late Payment Charges

All bills, including final bills, are due and payable sixteen (16) days from the date of mailing. A late payment charge (interest on past due accounts) shall be applied to all accounts not paid by the due date. If the Customer makes a partial payment on or before the due date, the late payment charge will be calculated based only on the outstanding amount of the bill.

2.4.5.4 Returned Cheque Charge

The Customer will be required to pay additional charges for the processing of non-sufficient fund (N.S.F.) cheques at a rate approved by the Ontario Energy Board.

2.4.5.5 Collection of Account Charge

A collections charge shall be applied to a Customer's account when an authorized agent of Fort Frances Power is engaged for purposes of collecting arrears amounts.

2.4.5.6 Reconnection Charge

Following a service disconnect for non-payment, a reconnection charge shall be applied to a Customer's account when service is reconnected/restored.

2.5 Customer Information

Upon written authorization from the Customer, Fort Frances Power will release historical usage information to the Customer, or an authorized third party who is not a retailer, as stated in the Retail Settlement Code.

Fort Frances Power will provide information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Customers information cannot reasonably be identified, at no charge to another Distributor, the transmitter, the IESO or the Ontario Energy Board. Fort Frances Power may charge a fee that has been approved by the Ontario Energy Board for all other requests for aggregated information.

Upon receiving an inquiry from a Customer connected to its distribution system, Fort Frances Power will either respond to the inquiry if it pertains to local distribution service or provide the Customer with contact information for the entity responsible for the item if inquiry, in accordance with Chapter 7 of the Retail Settlement code.

SECTION 3: CUSTOMER CLASS SPECIFIC

3.1 Residential Service

3.1.1 General

This section applies to the delivery of electrical energy to detached, semi-detached and freehold townhouse units that lie along a public road allowance.

3.1.2 Supply

Electrical energy will be supplied at 3 wire single phase, having a nominal voltage of 120/240 volts and a maximum of 200 amperes for overhead services and 400 amperes for underground services.

3.1.3 Layouts

The Customer or his agent is to consult with Fort Frances Power in advance of requiring power to ensure supply facilities are available and to obtain a "Service Layout" which will identify the meter location and any other servicing instructions. Detached, semi-detached and freehold townhouses are permitted one point of supply per unit. The service location must be approved by the Fort Frances Power General Superintendent.

3.1.4 Overhead Services

Overhead supply may be available in areas with existing overhead distribution lines, provided such connections may be made without crossing other properties. Fort Frances Power will provide the Basic Connection or an allowance equivalent as defined in Section 2.1.1.1 at no cost to the Customer for services up to 30 metres in length. Services beyond 30 metres will require the Customer to pay the actual cost for excess material and labour costs. The Customer shall also be responsible for the cost of any distribution equipment and labour necessary when the services is in excess of 30 metres on private property.

Service size options are available:

- a. 100-amperes minimum service complete with 100-ampere meter socket for a service length up to a maximum of 60 metres
- b. 200-amperes maximum service complete with 200-ampere meter socket for a service length up to a maximum of 60 metres

No transformer charges shall apply for this service.

The **demarcation point** for a Residential Class overhead service is where the Customer's conductor is connected to the Fort Frances Power conductor and connecting devices.

3.1.5 Underground Services

Customers considering an underground service, in a location other than a subdivision, shall be responsible for the complete service installation and shall ensure to meet the Electrical Safety Authority requirements and the following Fort Frances Power specifications:

- a. The Customer must supply and allow sufficient approved secondary service conductor and conduit to reach and allow for connection to Fort Frances Power distribution system.
- b. Approved underground conductor, protective conduits, straps and fasteners shall be supplied by the Customer.
- c. Work on the pole must be done by Fort Frances Power personnel. In all cases, Fort Frances Power will complete all necessary terminations and connections to the line-side of the Customers meter base.
- d. Services in excess of 60 metres will not be permitted.
- e. Underground services may not be permitted if the intended user pole carries primary conductors or if a secondary riser would unnecessarily clutter the pole or restrict climbing space.
- f. Responsibility for subsequent maintenance and repair rests with the Customer.
- g. If the Customer requires that an existing underground service be relocated, the Customer will be required to pay the full cost incurred by Fort Frances Power for such relocation.
- h. It is the Customer's responsibility to obtain all necessary permits and approvals for excavation of trenches
- i. All work performed by the Customer is subject to inspection and approval by Fort Frances Power.

Customers requesting an underground service in an overhead area will be required to pay 100% connection costs for the underground service less the Standard Allowance for an overhead service.

No transformer charge shall apply for this service.

The **demarcation point** for a Residential Class underground service shall be at the LINE side of the Customer's conductor

3.1.6 General Conditions for Residential Service

3.1.6.1 Maximum Service Size

For single phase services of 400 amperes, a primary service and padmount transformer installation may be required. In addition, it will be the responsibility of the Customer to supply a CSA approved outdoor meter base equipped with current transformer and a shorting device.

New services of 400 amperes will not be approved automatically. Contact should be made with Fort Frances Power in the initial stages of planning and the Customer will be required to pay all or part of the costs associated with this project. Fort Frances Power will assume ownership of the material associated with the transformer installation (including primary conductors).

3.1.6.2 Single Dwellings

Service for all new single dwellings will not be less than 100 amperes in capacity with distribution panel, wire and conduit sizes as governed by the Electrical Safety Authority regulations.

3.1.6.3 Multi-Units

Services for multiple occupancy units or duplexes, similar in all respects to single dwellings (wherein units are independent of each other) shall not be less than 100 amperes for each unit.

3.1.6.4 Apartment Type

Services for multiple occupancy units of the “apartment type” (wherein units are dependent on a main master unit) are to have capacities as:

- a. Services for main or master unit will be 100 amperes minimum
- b. Services for each dependent unit or apartment will be 100 amperes minimum

3.1.6.5 Stack Location

For an overhead service, the Customer’s wiring shall be brought outside the building to a point on the closest wall to Fort Frances Power’s pole line or distribution system. The service mast must not interfere with windows, awnings or other parts of/or attachment to the building and should be so located that it will be most accessible to service wires brought from Fort Frances Power’s nearest pole. Customer’s trees, bushes or shrubbery, outbuildings, structures, etc. shall not interfere with Fort Frances Power’s service equipment. Before a service stack is installed, its location shall be approved by the Fort Frances Power General Superintendent.

3.1.6.6 Meter Base Location

The Customer’s meters base and location must meet with the requirements set out in Section 2.3.7.1 and be approved by the Fort Frances Power General Superintendent.

3.1.6.7 Service Height

The height of the lowest service conductor at the point of service attachment shall be as high as practicable but in no case less than a minimum height of 5 metres above finished grade level or sidewalk (whichever is the highest). The above height may be reduced to 4.5 metres when it can be obtained without using a mast or by using a mast extended 2.5 meters over the roof line.

Where height of the building is sufficient to permit the required height of service conductor an approved service mast shall be used. The top of the mast must be at least 1 metre above the finished roof measured perpendicularly to the roof, as to allow for snow conditions.

3.1.6.8 Service Attachments

The building itself, or the attached service mast, must be sufficiently strong to accommodate the Fort Frances Power service conductors. In addition to supplying the service mast, the Customer will supply and install the service dead-ending device including the insulator or insulators. This also applies in the case of any changes of points attachments, e.g. upgrading the wiring, installation of siding, stucco etc.

3.1.6.9 Service Crossings

Where service conductors cross a road, private land or public place accessible to vehicles or mobile machinery, the height of the service attachments shall be approved by Fort Frances Power and be in compliance with the Ontario Electrical Safety Code. All of the construction cost to provide for increased clearance will be at the Customer's expense.

3.1.6.10 Services Over Swimming Pools

Although the Ontario Electrical Safety Code allows electrical conductors to be located at adequate height, Fort Frances Power will **not** allow electrical conductors to be located above swimming pools

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

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

3.1.6.11 One Connection

Only one connection from the Fort Frances Power distribution system will be made to one dwelling unit. A dwelling unit consists of a house and detached buildings.

Under special circumstances where Fort Frances Power determines feasible, a second service may be allowed from the Fort Frances Power distribution system to a second building located on the Customer's property. This will be considered when the Customer owns a large piece of property and there is substantial distance between the original service and the auxiliary building that requires power. This second service will be at full cost to the Customer. Contact Fort Frances Power to determine if this rule applies. The decision of Fort Frances Power will be final.

3.1.6.12 Expansions

In certain parts of the Fort Frances Power service area with low population density and where primary facilities must be reinforced or extended to provide service to the Customer's property, the Customer may be required to pay for all or a part of the associated costs as a capital contribution as set out in Section 2.1.2. The Customer has the option to construct such primary facilities to Fort Frances Power standards. If the Customer chooses this option, the Fort Frances Power must be consulted in the early stages of planning and must be inspected and approved by Fort Frances Power.

3.1.6.13 Upgrades

If additional service capacity is required in a building, this additional service capacity shall conform to the requirements as set out in this Conditions. The completed service upgrade shall be remodelled with location changed to that of the new service. The meter(s) for the remodelled service must be located outside. The Customer shall be responsible for all costs associated with this upgrade.

3.4.6.14 Freeze-up Period

Due to weather conditions in the area, Fort Frances Power will not do any excavation during the freeze-up period of November 15 to May 15. All required underground services for which Electrical Safety Authority approvals have been completed by November 1st, will be installed by Fort Frances Power. If required, a temporary overhead service is recommended during the freeze-up period, at the Customer's cost. Permanent underground service is to be installed as soon as weather permits.

3.1.6.15 Customer Excavations

It is the Customer's responsibility for excavations and to:

- a. Contact all utilities to determine their requirements
- b. Call each utility's Locate System for locates prior to digging
- c. Obtain all required permits and approvals

The Customer will be responsible to repair and restore all areas and surfaces to original condition.

3.2 General Service – Single Phase**3.2.1 General**

This section applies to the delivery of electrical energy to small commercial services and includes small stores, small service stations, restaurants, churches, small offices and other establishments with similar loads. It is the Customer's responsibility to ascertain from the Fort Frances Power if service can be provided under this section. Fort Frances Power reserves the right to determine under which section a Customer is to be served. These conditions apply to all new services and also to services being altered, remodelled or upgraded.

3.2.2 Supply

Electrical energy will be supplied at 3 wire single phase, having a nominal voltage of 120/240 volts and a minimum of 100 amperes and a maximum of 400 amperes.

3.2.3 Layouts

The Customer or their agent must consult with Fort Frances Power in advance of requiring power to ensure supply facilities are available and to obtain a "Service Location" which will identify the meter location and any other servicing instructions. The service location must be approved by the Fort Frances Power General Superintendent.

3.2.4 Overhead Services

Overhead supply may be available in areas with existing overhead distribution lines, provided such connections may be made without crossing other properties. Fort Frances Power will provide the Basic Connection or an allowance equivalent as defined in Section 2.1.1.1 at no cost to the Customer for services up to 30 metres in length. Services beyond 30 metres will require the Customer to pay the actual cost for excess material and labour costs. The Customer shall

also be responsible for the cost of any distribution equipment and labour necessary when the services is in excess of 30 metres on private property.

Service size options available:

- a. 100-amperes minimum service with 100-ampere meter socket for a service length up to a maximum of 60 metres
- b. 200-amperes service with 200-ampere meter socket with a service length up to a maximum of 60 metres
- c. 400-ampere single phase, 3 wire, 120/240 volt service may require a primary underground service and pad mount transformer installation. In addition, it will be the responsibility of the Customer to supply a CSA approved outdoor meter base equipped with current transformer and a shorting device

New services of 400 amperes will not be approved automatically. Contact should be made with Fort Frances Power in the initial stages of planning and the Customer will be required to pay for all or part of the costs associated with the project. Fort Frances Power will assume ownership of the material associated with the transformer installation (including primary conductors).

No transformer charge shall apply for this service.

The **demarcation point** for a General Service-Single Phase overhead service is where the Customer's conductor is connected to the Fort Frances Power conductor and connecting devices.

3.2.5 Underground Services

Service size options available:

- a. 100-amperes minimum and 200 amperes services with 200-ampere meter socket. Conduit of a minimum of 2" diameter will be required for the line conductors. The maximum service length will be 60 metres as measured along the cable route from the base of the service pole to a point directly below the meter.
- b. 400 amperes maximum service size. Conduit of a minimum of 4" diameter will be required for the line conductors. The maximum service length will be 60 metres as measured along the cable route from the base of the service pole to a point directly below the meter.

Customers considering an underground service shall be responsible for the complete service installation and shall ensure to meet Electrical Safety Authority requirements and the following Fort Frances Power specifications:

- a. The Customer must supply and allow sufficient secondary service conductor and conduit to reach and allow for connection to the Fort Frances Power distribution system.
- b. Approved underground conductor, protective conduits, straps and fasteners shall be supplied by the Customer.
- c. Work on the pole must be done by Fort Frances Power personnel. In all cases, Fort Frances Power will complete all necessary terminations and connections to the line-side of the Customers meter base.
- d. Services in excess of 60 metres will not be permitted.
- e. Underground services may not be permitted if the intended user pole carries primary conductors or if a secondary riser would unnecessarily clutter the pole or restrict climbing space.

- f. Responsibility for subsequent maintenance and repair rests with the Customer.
- g. If the Customer requires that an existing underground service be relocated, the Customer will be required to pay the full cost incurred by Fort Frances Power for such relocation.
- h. It is the Customer's responsibility to obtain all necessary permits and approvals for excavation of trenches.
- i. All work performed by the Customer is subject to inspection and approval by Fort Frances Power.

Customers requesting an underground service in an overhead area will be required to pay 100% connection costs for the underground service less the Standard Allowance for an overhead service.

No transformer charge shall apply for this service.

The **demarcation point** for a General Services – Single Phase underground service shall be at the LINE side of the Customer's conductor.

3.2.6 General Conditions for General Service – Single Phase

3.2.6.1 Service Stack Location

For an overhead service, the Customer's wiring shall be brought outside the building to a point on the closest wall to Fort Frances Power's pole line or distribution system. The service mast must not interfere with windows, awnings or other parts of/or attachment to the building and should be so located that it will be most accessible to service wires brought from Fort Frances Power's nearest pole. Customer's trees, bushes or shrubbery, outbuildings, structures, etc. shall not interfere with Fort Frances Power's service equipment. Before a service stack is installed, its location shall be approved by the Fort Frances Power General Superintendent.

3.2.6.2 Meter Base Location

The Customer's meter base and location must meet with the requirements set out in Section 2.3.7.2 and be approved by the Fort Frances Power General Superintendent.

3.5.6.3 Service Height

The height of the lowest service conductor at the point of service attachment shall be as high as practicable but in no case less than a minimum height of 5 metres above finished grade level or sidewalk (whichever is the highest). The above height may be reduced to 4.5 metres when it can be obtained without using a mast or by using a mast extended 2.5 metres over the roof line.

Where height of the building is sufficient to permit the required height of service conductor, an approved service mast shall be used. The top of the mast must be at least 1 metre above the finished roof measured perpendicularly to the roof, as to allow for snow conditions.

3.2.6.4 Service Attachments

The building itself, or the attached service mast, must be sufficiently strong to accommodate the Fort Frances Power service conductors. In addition to supplying the service mast, the Customer will supply and install the service dead-ending device including the insulator or insulators. This

also applies in the case of any changes of points attachments, e.g. upgrading the wiring, installation of siding, stucco etc.

3.2.6.5 Service Crossings

Where service conductors cross a road, private land or public place accessible to vehicles or mobile machinery, the height of the service attachments shall be approved by Fort Frances Power and be in compliance with the Ontario Electrical Safety Code. All of the construction cost to provide for increased clearance will be at the Customer's expense

3.2.6.6 Services Over Swimming Pools

Although the Ontario Electrical Safety Code allows electrical conductors to be located at adequate height, Fort Frances Power will **not** allow electrical conductors to be located above swimming pools

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

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

3.2.6.7 One Connection

Only one connection from the Fort Frances Power distribution system will be made to one premise. A premise consists of a principal building and auxiliary buildings.

Under special circumstances where Fort Frances Power determines feasible, a second service connection may be allowed from the Fort Frances Power distribution system to a second building located on the Customer's property. This will be considered when the Customer owns a large piece of property and there is substantial distance between the original service and the auxiliary building that requires power. This second service will be at full cost to the Customer. Contact Fort Frances Power to determine if this rule will be applied. The decision of Fort Frances Power will be final.

3.2.6.8 Charges for Excess Length

The Customer shall supply or pay for any approved distribution equipment and labour necessary to complete and overhead service in excess of 30 metres on private property from the Fort Frances Power distribution system.

3.2.6.9 Service Upgrades

If additional service capacity is required in a building, this additional service capacity shall conform to the requirements as set out in this Conditions. The completed service upgrade shall be remodelled with the location changed to that of the new service. The meter(s) for the remodelled service must be located outside. The Customer shall be responsible for all costs associated with this upgrade.

3.2.6.10 Expansions

In certain parts of the Fort Frances Power service area with low population density and where primary facilities must be reinforced or extended to provide service to the Customer's property, the Customer may be required to pay for all or a part of the associated costs as a capital contribution as set out in Section 2.1.2. The Customer has the option to construct such primary facilities to Fort Frances Power standards. If the Customer chooses this option, Fort Frances Power must be consulted in the early stages of planning and must be inspected and approved by Fort Frances Power.

3.2.6.11 Electric Motors

All single phase motors over 3 horsepower shall have compensated starting.

3.2.6.12 Transformer Installation

The transformer installation charge will apply where it is necessary to install a transformer on a Customer's pole.

3.2.3.13 Underground Services Relocation

If underground services are required to be relocated, the Customer will be required to pay the full costs incurred by Fort Frances Power for this relocation.

3.2.6.14 Temporary Services

Where Fort Frances Power agrees to supply a temporary service, a service charge will be levied. If a line extension, transformer installation, or special facilities (including metering) are required for these services the Customer will pay for the additional work. It is the responsibility of the Customer to inquire with Fort Frances Power to determine the amount of these charges. Refer to Section 3.9 Temporary Services for more details.

3.2.6.15 Freeze-up Period

Due to weather conditions in our area, Fort Frances Power will not do any excavation during the freeze-up period of November 15 to May 15. All required underground services, for which Electrical Safety Authority approvals have been completed by November 1st, will be installed by Fort Frances Power. If required, a temporary overhead service is recommended during the freeze-up period, at the Customer's cost. Permanent underground service is to be installed as soon as weather permits.

3.2.6.16 Customer Excavations

It is the Customer's responsibility for excavations and to:

- a. Contact all utilities to determine their requirements
- b. Call each utility's Locate System for locates prior to digging
- c. Obtain all required permits and approvals

The Customer will be responsible to repair and restore all areas and surfaces to original condition.

3.3 General Service – Three Phase

3.3.1 General

This section covers medium and large size commercial buildings, apartment blocks, condominiums, trailer courts, industrial plants, etc., and includes large stores, shopping centres, hospitals, manufacturing or processing plants, garages, storage buildings, restaurants, office buildings, hotels, motels, schools, colleges, arenas and other comparable premises.

It is the Customer's responsibility to ascertain from Fort Frances Power if service can be provided under this Section. Fort Frances Power reserves the right to determine under which section a Customer is to be served. These conditions apply to all new services and also to services being altered or remodelled.

3.3.2 Supply

Electrical energy will be supplied at 3 phase, 4 wire, in one of the following voltage offerings:

- a. 120/208 volts wye
- b. 347/600 volts wye

3.3.3 Layouts

The Customer or their agent is to consult with Fort Frances Power in advance of requiring power to ensure supply facilities are available and to obtain a "Service Location" which will identify servicing instructions.

Where project drawings are required for approval, items under Fort Frances Power's jurisdiction, the Customer or its authorized representative must ensure that the proposed drawings are in compliance with Fort Frances Power standards and the Ontario Electrical Safety Code. Approval of project drawings shall not relieve the Customer of responsibility in respect of full compliance with Fort Frances Power standards.

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

Mechanical Servicing Plans shall show the location of all services proposed or existing such as water, gas, storm and sanitary sewers, telephone, etc.

Floor Plans shall show the service location, other services location, driveway, parking and indicate the total gross floor area of the building.

The Customer shall show the preferred routing of the underground duct bank on the property, which is subject to approval by Fort Frances Power.

The Customer shall indicate the preferred location on the property for the high voltage transformation, which is subject to approval by Fort Frances Power. Transformation will be pad mounted depending on the project load requirements. Indicate preferred location in the building of the meter room and the main switchboard.

3.3.4 Plans and Specifications

Plans, specifications, expected demand loading kW and a list of total connected load in KVA must be submitted to Fort Frances Power for approval before an offer to connect will be made.

3.3.5 Overhead Services

Under certain circumstances, overhead supplies may be permitted on private property to pole-mounted transformers, or a termination pole. The Customer shall provide space on their property for such an expansion and the location must be approved by Fort Frances Power. Fort Frances Power reserves the right to determine under which conditions this clause will apply. The Customer shall be responsible for costs associated with a pole-line expansion, as per Section 2.1.2 Subsequent maintenance or replacement of the pole-line and associated material and hardware shall remain the responsibility of the Customer.

The **demarcation point** for a General Service – Three Phase overhead service is where the Customer's conductor is connected to the Fort Frances Power conductor and connecting devices.

3.3.5.1 Overhead Transformers

The maximum transformer size permitted for an overhead service, pole-mounted setting shall be a total 300 KVA. The Customer shall be required to make a capital contribution towards the cost of the transformers, material and labour. When a capital contribution is required, subsequent maintenance or replacement of faulty transformers or related hardware is the responsibility of Fort Frances Power.

No transformer allowance is applicable for this service.

3.3.6 Underground Primary Services

All three-phase services will be supplied at primary voltage by means of an underground cable in an approved duct. The Customer must provide space on their property for the housing of the transformation equipment and must install an approved duct or duct bank on private property from the transformer housing to the property line at a point closest to the supply pole as designated by Fort Frances Power. The duct bank on private property will be owned and maintained by the Customer. The Customer will be required to pay a service charge for all primary cable on private property. All construction on private property must be shown on the building plans and must be approved by Fort Frances Power. Plans must be submitted well in advance of construction to allow time for ordering and delivery of equipment.

Underground primary services shall be required to meet with the following Fort Frances Power standards:

3.3.6.1 Trench

The Customer shall be responsible for the excavation of conductor trenches and obtain all necessary approvals and permits. The Customer shall contact the Fort Frances Power General Superintendent to receive approval of the trench location and specifications for trench dimensions.

3.3.6.2 Duct

The Customer shall supply a rigid DB2 Type duct 4" diameter and install a suitable cord capable of pulling in a larger diameter pulling rope. The Customer shall contact the Fort Frances Power General Superintendent to receive approval of the duct location and specifications.

3.3.6.3 Padmount Transformers

All new General Service – Three Phase underground services will require a padmounted transformer. The transformer size shall be determined by Fort Frances Power using total connected and projected load data supplied by the Customer.

Transformers rated 500 KVA or less shall be supplied and installed by Fort Frances Power. The Customer is required to pay a capital contribution for the transformer and materials associated with its installation.

No transformer allowance is applicable for this service.

Transformers rated above 500 KVA shall be supplied and owned by the Customer. The Customer shall remain responsible for the maintenance and replacement of such transformers. The Customer will receive a Transformer Allowance credited to their monthly bill at a rate approved by the Ontario Energy Board.

Transformers supplied by the Customer are subject to approval by the Fort Frances Power General Superintendent and must meet Fort Frances Power standards. The Customer may request to have Fort Frances Power purchase the transformer, in which case the Customer would be required to pay the actual cost of the transformer plus all shipping and handling fees.

All transformer orders require a minimum of a 40-week lead-time from the manufacturer.

3.3.6.4 Transformer Pad

The Customer is required to install a concrete transformer pad and a grounding grid built to Fort Frances Power specifications. When a transformer is to be installed in an area subject to vehicle traffic, Fort Frances Power will require that the Customer install safety bollard guard posts to Fort Frances Power specifications. The transformer pad, grounding grid and guardrails are to be owned and maintained by the Customer.

3.3.6.5 Primary Cable and Related Material

Fort Frances Power will supply and install the Primary cable in the Customer installed duct required to serve the transformer. The maximum length which may be installed is 225 metres. Fort Frances Power will also supply and install the cable terminations and other related material required in preparing the cables for use. The Customer is required to pay a capital contribution for primary cable and related material.

3.3.6.6 Secondary Cable and Related Material

The Customer shall be responsible for the supply and installation of all underground secondary service cable from the transformer pad to the meter base as per the Ontario Electrical Safety Code and Fort Frances Power specifications standards.

Responsibility for subsequent maintenance and repair rests with the Customer.

3.3.6.7 Demarcation Point

- a. The **demarcation point** for General Service – Three Phase underground primary services with the primary and transformers owned and maintained by Fort Frances Power shall be at the Line side of the Customer's conductor.
- b. The **demarcation point** for General Service – Three Phase underground primary services with the transformer owned by the Customer shall be at the primary cable terminations on the transformer.

3.3.6.8 Meter/Instrument Transformer Cabinet

Fort Frances Power will supply a meter cabinet suitable for outdoor use. The Customer shall:

- a. Obtain meter cabinet location approval from the Fort Frances Power General Superintendent.
- b. Install the meter cabinet according Electrical Safety Authority requirements.
- c. Supply and install a 1 ¼" conduit from the meter cabinet to the Customer's switchgear as per Fort Frances Power specifications.
- d. supply and install an Instrument Transformer cabinet as per Section 2.3.7.3 item 4.

3.3.7 General Conditions for General Service – Three Phase

3.3.7.1 One Connection

Only one connection from the Fort Frances Power's distribution system will be made to one premise. A premise consists of a principal building and auxiliary buildings.

Under special circumstances where Fort Frances Power determines feasible, a second service connection may be allowed from the Fort Frances Power distribution system to a second building located on the Customer's property. This rule will be considered when the Customer owns a large piece of property and there is substantial distance between the original service and the auxiliary building that requires power. This second service will be at full cost to the Customer. Contact Fort Frances Power to determine if this rule will be applied. The decision of Fort Frances Power will be final.

3.3.7.2 Load Break Devices

Primary disconnecting devices, supplied by Fort Frances Power are intended to make or break transformer excitation current and not load current. The Customer must provide load break facilities on the low voltage side of the transformation. All switches and fuses on the low voltage side must meet the Electrical Safety Authority requirements.

3.3.7.3 Service Upgrades

If additional service capacity is required in a building, this additional service capacity shall conform to the requirements as set out in this Conditions. The completed service upgrade shall be remodelled with the location changed to that of the new service. The Customer shall be responsible for all costs associated with this upgrade.

3.3.7.4 Expansions

In certain parts of the Fort Frances Power service area with low population density and where primary facilities must be reinforced or extended to provide service to the Customer's property, the Customer may be required to pay for all or a part of the associated costs as a capital contribution as set out in Section 2.1.2. The Customer has the option to construct such primary facilities to Fort Frances Power standards. If the Customer chooses this option, the Fort Frances Power must be consulted in the early stages of planning and must be inspected and approved by Fort Frances Power.

3.3.7.5 Underground Services Relocation

If underground services are required to be relocated, the Customer will be required to pay the full costs incurred by Fort Frances Power for this relocation.

3.3.7.6 Temporary Service

Where Fort Frances Power agrees to supply a temporary service, a service charge will be levied. If a line extension, transformer installation, or special facilities (including metering) are required for these services, the Customer will pay for the additional work. It is the responsibility of the Customer to inquire with Fort Frances Power to determine the amount of these charges. Refer to Section 3.9. Temporary Services for more details.

3.3.7.7 Freeze-up Period

Due to weather conditions in the area, Fort Frances Power will not do any excavation during the freeze-up period of November 15 to May 15. All required underground services, for which Electrical Safety Authority approvals have been completed by November 1st, will be installed by Fort Frances Power. If required, a temporary overhead service is recommended during the freeze-up period, at the Customer's cost. Permanent underground service is to be installed as soon as weather permits.

3.3.7.8 Customer Excavations

It is the Customer's responsibility for excavations and to:

- a. Contact all utilities to determine their requirements
- b. Call each utility's Locate System for locates prior to digging
- c. Obtain all required permits and approvals

The Customer will be responsible to repair and restore all areas and surfaces to original condition.

3.4 Subdivisions & Severances

3.4.1 Subdivisions

This section covers all land developments within the Town of Fort Frances covered by a subdivision agreement. Developers are also required to enter into an agreement with Fort Frances Power. Fort Frances Power reserves the right to bid on the installation of the electrical distribution system within the subdivision, but it is the standard requirement to have the developer subcontract this installation to a third party. Buildings on lots that are created by subdivision, severance, re-zoning, or lot variance, are required to be serviced with underground supply.

Fort Frances Power will provide an Offer to Connect that includes the cost, design, and installation of the necessary works to provide service to the subdivision.

The following conditions will be part of the agreement with Fort Frances Power:

The Developer/Owner Will:

- a. Use an Electrical Consultant licensed by the Association of Professional Engineers of Ontario to develop a design for his distribution system and to supervise the complete installation. This design **MUST** meet all current Fort Frances Power specifications and be approved by Fort Frances Power before tendering.
- b. Provide and install all the required approved materials, including transformers, high voltage and low voltage cables and connectors at the transformer and the installation of primary cables. Primary cables are to be installed within the boundaries of the subdivision and sufficient cable as designated to be supplied for installation to the designated supply point.

Fort Frances Power will:

- a. Designate supply point and voltage.
- b. Specify all materials to be used.
- c. Review and approve electrical design as approved and supplied by electrical Consultant on behalf of the developer.
- d. Perform on-site inspection of subdivision for appropriate materials and installation in general and inspect trenches for depth and cable location prior to backfilling & plotting.
- e. Terminate and test all primary cables and transformers and megger the resistance of transformer grounding before the system is energized. Terminate all secondary cables at transformers.
- f. Supply and install the termination poles, complete with cutouts, lightning arresters and cable terminators and install primary cables beyond the subdivision boundaries.

If the distribution system requires enhancements to serve the subdivision, refer to Section 2.1.2

3.4.1.2 Fees

- a. The developer will be required to pay all fees related to inspections and plotting.
- b. The developer will be required to pay the connection costs to the Fort Frances Power distribution system.
- c. The developer will be required to pay for all termination costs within the subdivision.

- d. The first review of the subdivision design will be no charge, subsequent reviews are at the developer's cost.
- e. The first review of the subdivision design will be at no charge. Subsequent reviews are at the developer's cost.

3.4.2 Severances

All subdivision conditions generally apply to severances. All lots created by severance must be serviced underground. All developers are required to enter into an agreement with Fort Frances Power to cover the cost of servicing the lot(s).

3.5 Embedded Generation

This Section applies to all Embedded Generators and Embedded Retail Generators. It does not apply to Customers with emergency backup generators. Fort Frances Power will make every reasonable effort to respond promptly to a generator's request for connection. We will provide an initial consultation with a generator that wishes to connect to the distribution system regarding the connection process within thirty (30) calendar days of receiving a written request for connection. A final offer to connect a generator to its distribution system shall be made within ninety (90) calendar days of receiving a written request for connection, unless other necessary information outside Fort Frances Power's control is required before the offer can be made.

Fort Frances Power will collect costs reasonably incurred for charge to the Customer with making an offer to connect a generator from the entity requesting the connection. Costs reasonably incurred include costs associated with but not limited to:

- a. Preliminary review for connection requirements.
- b. Detailed study to determine connection requirements
- c. Final proposal to the generator.

Fort Frances Power requires a Connection Agreement with a generator that is or wishes to become connected to the Fort Frances Power's distribution system. Suggested information to be included in the Connection Agreement with an Embedded Generator, a suggested process and application form is included in Appendix E of the Distribution System Code.

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

Fort Frances Power will ensure that a connected generator has a regular, scheduled maintenance plan to assure both parties that connection devices, protection and control systems are maintained in good working order. These provisions shall be included in the Connection Agreement. In developing a maintenance plan, Fort Frances Power and generator must consider the following requirements:

- a. Qualified personnel should carry out all inspections and repairs.

- b. Periodic tests should be performed on protection systems to verify that the system operates as designed. Testing intervals for protection systems should not exceed four (4) years for microprocessor-based systems and two (2) years for electro-mechanical based systems.
- c. Isolating devices at the point of connection should be operated at least once per year.
- d. The generator facility should be inspected visually at least once per year to note obvious maintenance problems such as broken insulators or other damaged equipment.
- e. Any deficiencies identified during inspections should be noted and repairs scheduled as soon as possible, with timing dependent on the severity of the problem, due diligence concerns (of both Fort Frances Power and the generator) and financial and material requirements. A distributor should be notified of any deficiencies involving critical protective equipment. Before the first inspection is conducted, Fort Frances Power will provide to the generator a list of critical protective equipment.
- f. Fort Frances Power may choose to receive copies of all relevant inspection and repair reports that may affect the protection and performance of Fort Frances Power distribution system. Fort Frances Power has the right to witness any relevant test being performed by the generator.

All equipment that is connected, operating or procured or ordered must be in compliance with Fort Frances Power's performance requirements.

3.5.1 Charges

An Embedded Generator will be responsible for the following charges:

- a. The cost of connection to the Fort Frances Power distribution system
- b. The value of power consumed from the Fort Frances Power distribution system
- c. The administrative cost of the Connection Agreement, including studies, analysis monitoring, and reviewing all required documentation of inspections and repairs
- d. The monthly administrative costs of processing IESO invoices and meter readings to calculate amounts due for energy produced.
- e. The value of distribution systems services provided by Fort Frances Power

3.5.2 Payments

Payments to an embedded generator would be as per the Connection Agreement.

Payments for energy will be at the Hourly Ontario Energy Price or whatever other price is required by government regulation. In the absence of a regulated price, prices would be paid as stipulated in the Connection Agreement.

3.5.3 Micro Generation

Please contact Fort Frances Power for the latest information in this area when planning generation of this type, which covers the installation of small wind, solar or micro turbine generation.

3.6 Embedded Market Participant

An Embedded market Participant is a Customer connected to Fort Frances Power's distribution system who is registered with the IESO as a Market Participant.

A Wholesale Market Participant shall enter into a Connection Agreement in a form acceptable to Fort Frances Power. Until such time as the Wholesale Market Participant executes such a Connection Agreement with Fort Frances Power. The Wholesale Market Participant shall be deemed to have accepted and agreed to be bound by all of the Standard Connection Agreement Terms and Conditions.

All Embedded Market Participants, with the service jurisdiction of Fort Frances Power once approved by IESO are required to inform Fort Frances Power of their approved status in writing, thirty (30) days prior to their participation in the Ontario Electricity Market.

3.7 Embedded Distributor

An Embedded Distributor is a distributor licensed by the Ontario Energy Board to distribute electricity that is connected to Fort Frances Power distribution system.

As per the Distribution System Code Section 6.3 and Appendix G, all Embedded Distributors, within the services jurisdiction of Fort Frances Power once approved by the IESO are required to inform Fort Frances Power of their approved status in writing, 30 days prior to the supply of energy from Fort Frances Power. The terms and conditions applicable to the connection of an embedded distributor shall be included in a Connection Agreement with Fort Frances Power

Until such time as the Embedded Distributor executes such a Connection Agreement with Fort Frances Power, the Embedded Distributor shall be deemed to have accepted and agreed to be bound by all of the Standard Connection Agreement Terms and Conditions.

3.8 Unmetered Connections

Fort Frances Power will determine the conditions under which "flat rate" unmetered connections will be allowed or required on the system. Electrical energy will be supplied at single phase, 3 wire, having a nominal voltage of 120/240 volts and a maximum of 200 amperes.

3.8.1 Traffic Signals/Beacons & Crosswalk Signals/Beacons

Services allowed will be considered as General Services and must meet the requirements in Section 3 of this Condition. Each installation will be reviewed by Fort Frances Power to determine application of rates. All services will be connected to the Fort Frances Power low voltage system. Fort Frances Power will advise the Customer of the service connection point. All services must have an Electrical Safety Authority approval prior to connection.

3.8.2 Bus Shelters, Telephone Booth, CATV Amplifiers

Services allowed will be considered as General Services and must meet the requirements in Section 3 of this Condition. Each installation will be reviewed by Fort Frances Power to determine

application of rates. All services will be connected to the Fort Frances Power low voltage system. Fort Frances Power will advise the Customer of the service connection point. All services must have an Electrical Safety Authority prior to connection.

3.8.3 Gas Rectifiers, Flow Monitors, Temporary Fire Pumps

These will be considered on a case-by-case basis. Please contact Fort Frances Power.

3.8.4 Sign Boards

Sign boards must be supplied from the Customer's service at the site, unless no service exists. The conditions of connection and supply of an unmetered service will be by Fort Frances Power. All services must have Electrical Safety Authority approval prior to connection.

3.8.5 Roadway Luminaries

All roadway lighting and private lighting that is not metered, must be covered by an agreement with Fort Frances Power.

The consumption rate charge will be based on the connected wattage and the Load profile for Roadway Lighting submitted to the Ontario Energy Board.

All installations of roadway luminaries are subject to Electrical Safety Authority requirements and approval prior to connection.

3.8.6 Additional Standards for Unmetered Connections

- a. Fluorescent Lighting and Neon Signs: All new installations of fluorescent lighting or neon signs must have suitable power factor correction equipment to produce a power factor of not less than 90 percent. Fort Frances Power will not deliver service to any installation, which does not comply with the above provisions. In the event of a dispute, the power factor of any such installation shall be determined by Fort Frances Power.
- b. In all applications, single phase motors over 3 horsepower shall have compensated starting.
- c. All services must be supplied with a fused disconnect at the point of connection.
- d. All services must have Electrical Safety Authority approval prior to connection.

3.9 Temporary Services

This section pertains to the supply of electrical energy on a temporary basis. The term "Temporary" applies to non-permanent installation, as may be required for construction purposes. A temporary service is intended to be in service for a period of not more than twelve (12) months from the date the service was connected.

Fort Frances Power will disconnect the temporary service after the twelve (12) month period unless permission has been obtained, in writing, from Fort Frances Power prior to the twelve (12) month period. The Customer is responsible to contact Fort Frances Power and negotiate an extension beyond the twelve (12) month period.

The Customer must pay all temporary service costs and a monthly transformer rental charge. The Customer is also required to install and maintain the service conductors from the supply point to the load. If the supply point is relocated, the Customer will be contacted and informed that the service conductors must be extended at a cost to the Customer to the new supply point.

3.9.1 Service Requirements

The service voltage will be established by Fort Frances Power depending upon the location of the building/construction site.

Electrical energy will be supplied at single phase, 3 wire, having a nominal voltage of 120/240 volts and a maximum of 200 amperes.

The Customer will be charged a Variable Connection fee to cover the actual cost of material and labour necessary to complete the connection of the service.

All temporary services are required to be metered.

3.9.2 Service Information and Conditions

The Customer or their agent is to consult with Fort Frances Power in advance of requiring power to ensure supply facilities are available and to obtain a "Service Layout" which will identify the meter location and any other servicing instructions.

For a service location or any information regarding the service, contact the Fort Frances Power General Superintendent.

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

Temporary Services will be considered as General Service and must meet the requirements set out in Section 3 of this Conditions.

At the discretion of Fort Frances Power, one or more temporary services may be provided for a site, subject to the requirements and approval of the Electrical Safety Authority.

3.9.3 Supply from Pole Line

No Customer-owned equipment may be attached to Fort Frances Power owned poles. All services require inspection by the Electrical Safety Authority and Fort Frances Power prior to energization.

The Customer must provide all overhead conductors to reach the supply point. Fort Frances Power will connect the service conductor at the supply point. The Customer will supply or pay to Fort Frances Power all costs for any anchoring as required.

3.9.4 Supply from Underground Distribution System

There are areas where only an underground system has been installed. It will be necessary to consult with Fort Frances Power to establish the method and cost of obtaining temporary construction service.

3.9.5 Site Information

The Customer is to provide the following information to Fort Frances Power when requesting a temporary service:

- a. Civic address
- b. Customer billing information, such as Customer name, billing address, telephone etc.
- c. Requested energization and removal dates
- d. Amperage of service
- e. Preferred voltage
- f. Preferred point of service entrance
- g. Estimated kilowatt demand
- h. A listing of all significant loads, (such as large motors) and total connected load in kVA
- i. A site plan showing the location of the delivery point, relative to lot lines and the street

3.9.6 Metering

If a metering cabinet is required, it must be of a sufficient size to house the service and meter equipment. Any outdoor installations will also be weatherproof and have the provisions for a padlock must meet Fort Frances Power standards and specifications.

3.9.7 Servicing Cost

Contact a Fort Frances Power General Superintendent for the current servicing costs. For those services other than basic, an estimate will be provided.

SECTION 4: GLOSSARY OF TERMS

Sources for definitions:

A	Electricity Act, 1998, Schedule A, Section 2, Definitions
MR	Market Rules for the Ontario Electricity Market, Chapter 11, definitions
TDL	Transitional Distribution License, Part, Definitions
TTL	Transitional Transmission License, Part 1, Definitions
DSC	Distribution System Code Definitions
RSC	Retail Settlement Code Definitions

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

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

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

“application for service” means the agreement or contract with Fort Frances Power under which electrical service is requested;

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

“basic service” means a service connection for each Customer to include a share of distribution transformation capacity and 30 metres of overhead conductor or an equivalent credit for underground services.

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

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

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

“circuit breaker” means a device designed to open and close a circuit by non-automatic means and to open the circuit automatically on a predetermined over-current without damage to itself when properly applied with its ratings;

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

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

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

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

“consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate; (A,MR, TDL, DSC)

“Customer” means a person that has contracted for or intends to contract for connection of a building or an embedded generation facility. This includes developers of residential or commercial sub-divisions; (DSC)

“demand” means the average value of power measured over a specified interval of time, usually expressed kilowatts (kW). Typical demand intervals are 15, 30 and 60 minutes; (DSC)

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

“device” means any operating or non-operating mechanical connection or attachment;

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

“distribute”, with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less; (A, MR.TDL. DSC)

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

“distribution loss factor” has the meaning described to it in the Retail Settlement Code; (RSC)

“distribution services” means services related to the distribution of electricity and the services the Board has required distributors to carry out, for which a charge or rate has been approved by the board under section 78 of the Act. (RSC, DSC)

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

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

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

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

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

“electric service” means the Customer’s conductors and equipment for delivery of energy from Fort Frances Power

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

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

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

“embedded retail generator” means an embedded generator that settles through a distributor’s retail settlements system and is not a wholesale market participant; (DSC)

“Embedded Wholesale Consumer” means a Consumer who is a wholesale market participant whose facility is not directly connected to the IESO-controlled grid but is connected to a distribution system; (DSC)

“embedded wholesale generator” means an embedded generator that is a wholesale market participant (DSC);

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

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

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

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

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

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

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

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

“general service” means any service supplied to premises other than those designated as Residential. This includes multi-unit residential establishments such as apartment buildings supplied through one service (bulk-metered);

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

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

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

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

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

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

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

“IEC” means International Electro-technical Commission;

“IEEE” means Institute of Electrical and Electronics Engineers;

“IESO” means the Independent Electricity System Operator established under the Electricity Act: (A, TDL, DSC)

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

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

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

“main service” refers to Fort Frances Power incoming cables, bus duct, disconnecting and protective equipment for a Building or from which all other metered sub-services are taken;

“maintenance” means any inspection, testing, cleaning, torquing, adjusting and calibrating electrical equipment, or replace support structures associated with the electrical system but no electrical betterments;

“market participant” has the meaning prescribed in the Market Rules;

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

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

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

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

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

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

“MIST meter” means an interval meter from which data is obtained and validated within a designated settlement timeframe. MIST refers to “Metering Inside the Settlement Timeframe: these must be connected to a telephone line for remote reading of the meter.” (RSC, DSC)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“reinforcement” means an investment that a distributor makes to increase the distribution system capacity to accommodate new load on the distributor’s distribution system, consistent with the distributor’s planning, design, and construction standard.

“residential service” means a service which is supplied to single-family dwelling units that is for domestic or household purposes, including seasonal occupancy. At Fort Frances Power’s discretion, residential rates may be applied to apartment blocking the residential rate by the number of units;

“retail”, with respect to electricity means, a) to sell or offer to sell electricity to a consumer b) to act as agent or broker for a retailer with respect to the sale or offering for sale of electricity, or c) to act or offer to act as an agent or broker for a consumer with respect to the sale or offering for sale of electricity (A, MB, TDL, DSC);

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

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

“secondary service”: means any service which is supplied with nominal voltage less than 750 volts

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

“service date” means the date that the Customer and Fort Frances Power mutually agree upon to begin the supply of electricity by Fort Frances Power

“Standard Supply Service Code” means the code approved by the Ontario Energy Board and in effect at the relevant time, which, among other things, establishes the minimum conditions that a distributor must meet in carrying out its obligations to sell electricity under section 29 of the Electricity Act, 1998; (TDL)

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

“supply point” means the Customer connection point, for both primary and secondary service, to the Fort Frances Power distribution system which could be located at a manhole, hand-hole, vault, pole or pad-mounted device. This electrical supply location might be located on an adjacent property from which Fort Frances Power has land access rights. With respect to an embedded generator, “supply point” means the connection point where electricity produced by the generator is injected into a distribution system. In all cases, the final supply point will be designated by Fort Frances Power.

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

“support structure” means any equipment that physically supports and routes the distribution system between the substation and the Customer. This would include poles, overhead platforms, towers, anchors, guy wires, lashing messengers, manholes, hand-holes, transformer & switch bases, and ducts;

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

“terminal/termination pole” refers to the Fort Frances Power distribution pole on which the service supply cables are terminated;

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

“transmission system” means a system for transmitting electricity at voltages more than 50 kilovolts and includes any structures, equipment or other devices used for that purpose;

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

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

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

“wholesale settlement cost” means costs for both competitive and non-competitive services billed to a distributor by the IESO or a host distributor, or provided by an embedded retail generator or by a neighbouring distributor; (RSC, DSC)

Appendix A – Security Deposit Policy**Fort Frances Power Corporation Security Deposit Policy** *Effective August 1, 2004*

This policy is available to Fort Frances Power Corporation Customers for their inspection upon request.

A. General

All applicants for electrical service will complete a Customer contract form or provide personal information (with their authorized consent) for the purpose of collecting information.

Based on this information, Fort Frances Power Corporation (FFPC), an electricity distributor, will request an Account security deposit, prior to connecting the Customer for service, according to the conditions contained in the Ontario Energy Board Distribution System Code: 2.4.6.1, from all applicants who are unable to demonstrate a good payment history.

FFPC may use any risk mitigation options available under law to manage Customer non-payment risk. FFPC will not discriminate among Customers with similar risk profiles or risk related factors except where expressly permitted under the Distribution System Code.

If FFPC has requested an account security deposit and the Customer fails payment and/or equal instalments are not maintained, a “disconnect trip” may be required. This is a visit to a Customer’s premises by an employee or agent of FFPC to shut off, or limit, the distribution of electricity. The Customer will also be subject to service reconnection fees upon restoration of service.

Where a Customer’s service is subject to disconnection, FFPC may conduct a review of the Customer’s payment history to determine if a security deposit is required, or if the amount of the existing security deposit is to be adjusted. FFPC will require the Customer to pay this additional amount at the same time as that Customer’s next regular bill comes due.

Where a Customer’s service has been disconnected, or limited for non-payment, and no security deposit is being held, FFPC may request a security deposit from the Customer prior to restoring service or at the same time as that Customer’s next regular bill comes due.

Where the Customer has had more than one account with FFPC, or has had an account for an extended period, all accounts within the relevant time period shall be considered for purposes of establishing the credit rating.

Customers with any outstanding past due accounts with FFPC must pay the entire outstanding balance in full in addition to requiring a security deposit prior to connection of services.

Where the new Customer is unable to establish good credit, FFPC will require a security deposit on the utility account.

Where a Customer who is in default continues to occupy a building and a new Customer applies for electrical service on that building without having the first Customer leave, that new Customer shall not be granted service until the existing account are paid in full. Under this arrangement, the new Customer shall be evaluated for credit worthiness in conjunction with FFPC’s credit policy for security deposit purposes.

B. Fort Frances Power Corporation will require a security deposit, unless

The Customer has a good payment history of:

- 1 year - in the case of a residential Customer (RS),
- 5 years - in the case of a non-residential Customer in a <50 kW demand rate class (GU) or,
- 7 years - in the case of a non-residential Customer in any other rate class (commercial classes other than GU).

The time period that makes up the good payment history must be the most recent period of time (as listed above) and some of that time period must have occurred within the previous 24 months.

The Customer is deemed to have a good payment history unless, during the relevant time period listed above:

- the Customer has received more than one disconnection notice from a distributor,
- more than one cheque given to a distributor, by the Customer, has been returned for insufficient funds,
- more than one pre-authorized payment to a distributor has been returned for insufficient funds
- a disconnection trip by a distributor has occurred.

If any of these events (listed above) occur, due to an error by FFPC, the Customer's good payment history will not be affected.

C. FFPC shall not require a security deposit where:

- The Customer provides a letter from another electricity distributor, or gas distributor, in Canada confirming a good payment history with that distributor for the most recent relevant time period set above where some of the time period which makes up the good payment history has occurred in the previous 24 months, or
- the Customer, other than a Customer in a >5000 kW demand rate class, provides a satisfactory credit check made at the Customer's expense from a Credit company such as Equifax, TransUnion or Dun & Bradstreet.

D. Security deposit amounts will be based on:

The maximum amount of a security deposit that FFPC may require a Customer to pay shall be calculated, and billed for, in the following manner:

A billing cycle factor x the estimated bill, based on the Customer's average (or highest *), load with FFPC during the most recent 12 consecutive months and within the past 24 months.

Where relevant usage information is not available for the Customer for 12 consecutive months within the past two years, the Customer's average, or highest, monthly load shall be based on a reasonable estimate made by FFPC as defined in the Distribution System Code.

Where a non-residential Customer, in a >50 kW demand rate class, provides a credit rating from a recognized rating agency, the maximum amount of a security deposit, which the distributor may require from the Customer to pay, will be reduced in accordance to the table in section 2.4.13 of the Distribution System Code.

“New” FFPC Customer - Residential Service (RS) and Commercial Service

A monthly billing cycle factor of 2.5 x estimated monthly bill - based on the Customer's average monthly load at the service location.

“Existing” FFPC Customer - Residential Service (RS)* and Commercial Service

A monthly billing cycle factor of **2.5** x estimated monthly bill - based on the Customer's highest monthly load at the service location.

* Where a Customer has a payment history which discloses more than one disconnection notice in a relevant 12 month period, FFPC may use that Customer's highest (actual or estimated) monthly load for the most recent 12 consecutive months within the past 24 months for the purposes of making the calculation of the maximum amount of the security deposit.

E. Acceptable forms of security deposit payments are:

The form of payment of a security deposit for a residential Customer shall be cash, cheque(s) or money order at the discretion of the Customer or such other form as is acceptable to FFPC.

The form of payment of a security deposit for a non-residential Customer shall be cash, cheque(s) or an automatically renewing, irrevocable letter of credit from a bank – at the discretion of the Customer or such other form as is acceptable to FFPC.

Where Customers are required to pay a security deposit, FFPC shall allow Customers when asked to make a payment plan for their required deposits. FFPC shall permit the Customer to pay the security deposit in equal installments paid over four months. A Customer may, at its discretion, choose to pay the security deposit over a shorter period of time.

F. Security Deposits shall be returned to the customer:

FFPC shall review every Customer's security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the Customer as the Customer is now in a position that it would be exempt from paying a security deposit.

Based on this review, the amount of the security deposit is to be adjusted based on a recalculation of the maximum amount of the security deposit. Where FFPC determines in conducting a review that the amount of the security deposit is to be adjusted upward, FFPC will require the Customer to pay this additional amount at the same time as that Customer's next regular bill comes due.

In the case of a Customer in a > 5000 kW demand rate class, where the Customer is now in a position that it would be exempt from paying a security deposit, FFPC is only required to return 50% of the security deposit held by FFPC.

A Customer may, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, request in writing that FFPC undertake a review to determine whether the entire amount of the security deposit is to be returned to the Customer.

Where a Customer has provided a security deposit to FFPC, but is unable to establish good credit based on payment history, the deposit shall not be refunded until the final bill on that account.

Where FFPC determines that some or all of the security deposit is to be returned to the Customer, FFPC shall promptly return this amount to the Customer by crediting the Customer's account or by other methods, as determined by FFPC.

Interest shall accrue monthly on security deposits commencing on receipt of the total deposit required by FFPC. The interest rate shall be at the Prime Business Rate as determined by the Bank of Canada less two (2) percent, updated quarterly. The interest accrued shall be paid out at least once every 12 months, or on return of the security deposit, or closure of the account, whichever comes first. This interest may be paid by crediting the account of the Customer or by other methods as determined by FFPC.

FFPC shall promptly return any security deposit received from the Customer upon closure of the Customer's account, subject to FFPC's right to use the security deposit to set off other amounts owing by the Customer to FFPC. The security deposit may be applied to the final bill or refunded as required. The security deposit plus applicable interest shall be returned within six weeks of the closure of an account.

G. Standard Supply Customers vs. Retail Customers

No distinction shall be made in applying this security deposit policy between Standard Supply Customers and Retailer electrical Customers, with the exception of deposit calculations where they are impacted in the differences in billing between these two types of Customers.