CONDITIONS OF SERVICE

APPROVED BY: Remy Fernandes
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SECTION 1 – INTRODUCTION

1.1 Identification of Grimsby Power and Service Area

Grimsby Power Incorporated referred to herein as "**Grimsby Power**" or "**GPI**" is a corporation, incorporated under the laws of the Province of Ontario and a distributor of electricity.

Grimsby Power is licensed by the Ontario Energy Board "OEB" to supply electricity to Customers as described in Distribution Licence ED-2002-0554, issued to Grimsby Power on April 1, 1999 by the OEB.

Grimsby Power is limited to operate distribution facilities within their Licensed Service Area as defined in the Distribution License. The defined Service Area is the Municipality of the Town of Grimsby as of November 7, 1998.

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

1.1.1 Distribution Overview

Grimsby Power distributes electrical power through 27.6kV primary distribution systems. These feeders supply distribution transformers either directly or through 8.3kV sub-distribution systems. Grimsby Power owns and operates the Niagara West Municipal Transformer Station which connects to the 230 kV transmission grid.

1.1.2 General

Grimsby Power will normally provide one electrical service to each customer's location at a nominal service voltage as outlined in Section 2.3.4 of these Conditions of Service.

Modifications to an existing service must comply with the requirements of the standards in effect at the time of the modifications.

Electrical energy purchased from Grimsby Power may not be resold at a profit using the utility's rates by any customer to a third party.

In the case of multi-tenant buildings with bulk metering, the owner must pay the total cost of electrical energy. The owner may then apportion this bill among individual tenants according to their consumption as a percentage of the total consumption, or as otherwise permitted by the Unit Sub-Metering Code for licensed unit sub-meter providers.

The customer or their authorized representative must make application for new or upgraded electric services and temporary power services.

The customer or their representative shall consult with Grimsby Power concerning the availability of supply, the voltage of supply, service location, metering, and any other details. These requirements are separate from and in addition to those of the Electrical Safety Authority (ESA). Grimsby Power will confirm, in writing, the characteristics of electrical supply available at a specific site.

The customer is required to provide Grimsby Power sufficient lead-time in order to ensure (a) the timely provision of supply to new and upgraded premises or (b) the availability of adequate capacity for additional loads to be connected in existing premises.

If special equipment is required, or equipment delivery problems occur, then longer lead times may be necessary. The customer will be notified of any extended lead times.

Customers will be required to pay the cost of repairs or replacement of Grimsby Power equipment that has been damaged through the customer's action or neglect.

Customers requesting the relocation or support of distribution plant will be required to pay the costs associated with the relocation.

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

Prior to commencing any service work, the customer must consult with Grimsby Power to ensure compliance with current requirements.

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

1.2 Related Codes and Governing Laws

Grimsby Power is limited in its scope of operation by the:

1. Electricity Act, 1998 (“the Act”)}part of the Energy Competition Act, 1998
2. Ontario Energy Board Act, 1998 (“OEB Act”)
3. Electricity Distribution Licence (“Licence”)
4. Affiliate Relationships Code (“AFC”)
5. Transmission System Code (“TSC”)
6. Distribution System Code (“DSC”)
7. Retail Settlements Code (“RSC”)
8. Standard Supply Service Code (“SSSC”)
9. Ontario Electrical Safety Code (“OESC”) and Ontario Regulation 22/04 Electrical Distribution Safety (“O.Reg.22/04”).
10. Ontario Underground Infrastructure Notification System Act, 2012
11. Public Service Works on Highways Act (Ontario)
12. Personal Information Protection and Electronic Documents Act ("PIPEDA") (Federal)
13. Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") (Ontario)
14. Accessibility for Ontarians with Disabilities Act, (AODA) 2005 as amended
15. Canadian Anti-Spam Legislation

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

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

1.3 Interpretations

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

- Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of these Conditions;
- Words referring to the singular include the plural and vice versa;
- Words referring to a gender include any gender;
- the word "person" includes not only a natural person but also a firm, a body corporate, an unincorporated association and an authority;
- the word "its" may mean "his", "her" or "their"; the words "including", "include(s)" and "included" shall be interpreted as being without limitation;
- a reference to a person includes a reference to the person's heirs, executors, administrators, successors, substitutes (including, but not limited to, persons taking by notation) and assigns;
- an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- specified periods of time refer to business days, unless specifically stated otherwise, and the number of days from a given day or the day of an act or event is to be calculated exclusive of the given day or day of the act or event;
- a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later and does not include weekends and Statutory Holidays, unless specified;
- where "meter read" or "reading" is used in this document it means the collection of data either manually, automatically or remotely by written, verbal or electronic means.

1.4 Amendments and Changes

The provisions of this Conditions of Service, in effect at the time Grimsby Power signs the contract, and any amendments made from time to time shall form part of any Contract made between Grimsby Power and any connected Customer, Retailer, or Generator, and this Conditions of Service supersedes all previous conditions of service, oral or written, of Grimsby Power or any of its predecessor municipal electric utilities as of its effective date.

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

The Customer is responsible for contacting Grimsby Power to ensure that the Customer has, or to obtain the current version of the Conditions of Service, which is available on the Grimsby Power website www.grimsbypower.com. Grimsby Power may charge a reasonable fee for providing the Customer with a printed copy of this document.

1.5 Contact Information

Grimsby Power can be contacted 24 hours a day at 905-945-5437 or such other numbers as Grimsby Power may advise through its website, invoices or otherwise. Normal working hours are Monday to Friday between 8:30 a.m. and 4:30 p.m. The corporate mailing address is 231 Roberts Road, Grimsby Ontario L3M 5N2.

1.6 Customer Rights and Obligations

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

- of Grimsby Power in providing distribution services to the Customer;
- of the Customer in being connected to Grimsby Power distribution system; or
- of Grimsby Power or Customer in meeting their respective obligations under this Conditions, their licences and any other applicable law.

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

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

The Customer has the right to access Grimsby Power's distribution system and services in accordance with these Conditions of Service and all applicable Acts, Regulations, and Codes.

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

1.6.1 Space and Access

The Customer shall provide Grimsby Power, free of charge or rent, a convenient, obstruction free, and safe place for Grimsby Power's Facilities and Equipment, for example, a Meter Installation, on the Customer's premises. Grimsby Power assumes no risk thereby and under no circumstances will Grimsby Power be liable for any damages resulting from, arising out of or related to the presence of the Grimsby Power Facilities and Equipment.

The Customer shall not, themselves, nor allow anyone other than an employee or authorized agent to Grimsby Power, or a person lawfully entitled to do so, to repair, remove, replace, alter, inspect or tamper with Grimsby Power Facilities and Equipment on the Customer's premises.

1.6.2 Responsibility for Damage to GPI Facilities and Equipment

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

The Customer shall not build, or cause to the built, plant, place or maintain any structure, shrub or landscaping or other item that would or could result in the obstruction of access to, the operation of or endanger all or any part of the Grimsby Power Facilities and Equipment, interfere with the proper and safe operation of all or any part of the Grimsby Power Facilities and Equipment or all or any part of the Distribution System or any part thereof or affect Grimsby Power's compliance with any applicable Acts, Regulations or Codes.

1.6.3 Customer Equipment

The Customer is responsible for installation and maintenance of Customer Equipment, including vegetation maintenance, around the Customer's

power lines. Customer Equipment includes, but is not limited to, power lines, poles and the meter base.

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

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

1.6.4 Customer Equipment Repair and Maintenance

The Customer shall inspect the Customer Equipment at regular intervals. Clearances must conform to the OESC. The Customer shall repair or replace, in a timely fashion, any Customer Equipment, including, but not limited to, poles and transformer foundation and grounding, that may affect the safety, integrity or reliability of the Distribution System. If the Customer does not take such action, Grimsby Power may disconnect the supply of power to the Customer. Grimsby Power's policies and procedures with respect to the disconnection process are further described in Section 2.2 of these Conditions of Service.

If the Customer does not carry out its repairs within a reasonable time, or the repairs are not considered adequate by Grimsby Power or an inspection authority, Grimsby Power may disconnect the supply of electricity to the Customer and/or carry out the repairs at the Customer's expense, and Grimsby Power shall not be liable to the Customer for any damages arising as a result thereof, other than physical damage to the Customer Equipment arising directly from entry on the Customer's property.

1.6.5 Automatic Reclosing Facilities

In order to restore the Distribution System, Grimsby Power installs facilities for automatic reclosing of circuit breakers and re-closers, and from time to time may change the reclosing time of any such reclosing

facilities. The Customer shall be responsible for providing at their expense:

- adequate protective equipment for any electrical apparatus which might be adversely affected by reclosing facilities: and
- such equipment as may be required for the proper reconnection of any apparatus or equipment of the Customer, without adversely affecting the proper functioning of the reclosing facilities.

Failure to comply with the above will result in the Customer being held liable for all damages.

1.6.6 Tree and Vegetation Management

Subject to any prior agreements, Customers are responsible for all initial and continued tree trimming, tree and bush removal for all new and existing overhead Secondary and Primary Services on a Customer's property. Clearances must conform to the OESC. Grimsby Power strongly recommends that a certified utility arborist or qualified electrical contractor be hired for this work.

Customers shall not plant any trees, flowers, or other forms of vegetation within 3.0 meters of Grimsby Power's owned pad mounted equipment.

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

1.6.7 Service Isolation

Grimsby Power will, upon at least ten (10) days prior notice from the Customer, once each calendar year, and during normal business hours, disconnect and reconnect the Customer's service, for the Customer to upgrade or maintain Customer Equipment for safety reasons, including, but not limited to, the safe clearance of trees and vegetation form Customer lines.

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

1.6.8 Changes to Customer Load

Changes to customer load (both increases and decreases) can have an effect on the efficiency and reliability of the distribution systems. Grimsby Power is able to adapt the system for the changes, when adequately notified. It is the responsibility of the customer to notify Grimsby Power of significant changes to their load to ensure the reliability of the distribution system. Examples of significant changes may include, but are not limited to, electric vehicle charging stations, battery storage devices (ie. Tesla Powerwall), generation, hot tubs. Customers should contact Grimsby Power by email at info@grimsbypower.com or call 905-945-5437 to report changes to their load.

1.6.9 Electric Vehicle (EV) Chargers

If a customer installs or is planning to install an EV charger at home, the customer is responsible for notifying Grimsby Power of the address, and the type of charger installed. EV chargers draw significant electricity (for example - a level 2 charger can draw as much as an entire house) and it is important that Grimsby Power is aware of charger locations on the Distribution System. Knowledge of EV charger locations and specifications allows Grimsby Power to maintain the Distribution System in the safest and most reliable manner and plan for future load growth. Customer can notify Grimsby Power of EV charger installations by email at info@grimsbypower.com or calling the Customer Accounts Department at 905-945-5437 extension 258 with the following information:

- The address of the EV charger installation; and
- The manufacturer and model of charger being used including its power requirement; and
- Anticipated time of day for vehicle charging.

As the home owner, it is important to retain the services of a licensed electrician to assess the house and determine if it can handle the model of charger and vehicle of choice. Depending on the size of the service, the transformer supplying the service, and the level of charger to be installed, a service upgrade may be necessary. If a service upgrade is required, the customer will need to contact Grimsby Power by email at info@grimsbypower.com or calling the Customer Accounts Department at

905-945-5437 extension 258 to request a technical service layout. Grimsby Power's technical staff from the Engineering Department will contact the customer, schedule a meeting and provide a list of requirements necessary to complete the installation, if a service upgrade is required.

Prior to connecting and using an EV charger, it is recommended that the customer have the installation inspected by the Electrical Safety Authority (ESA).

1.7 Grimsby Power Rights

1.7.1 Access to Customer Property

Grimsby Power shall have access to Customer property in accordance with section 40 of the *Electricity Act, 1998.*

In addition to Grimsby Power's rights under Section 40 of the Electricity Act, 1998, Grimsby Power employees and authorized agents may enter the Customer's property at any time for any of the following purposes:

- install, inspect, read, calibrate, maintain, repair, alter, remove, or replace all or any part of a Meter Installation; or
- inspect, maintain, repair, alter, remove, replace, or disconnect wires or other facilities used to transmit or distribute electricity; or
- inspect, maintain, repair, alter, remove, and replace Grimsby Power Facilities and Equipment; or
- perform switching operations; or
- interrupt the Customer's supply or generation to maintain or improve the supply system, allow field staff to work safely, or to provide new or upgraded services to other Customers.

Grimsby Power will use reasonable efforts to exercise this power of entry during normal business hours. The Grimsby Power employee or authorized agent exercising this power of entry will provide proper identification upon request.

1.7.2 Safety of Equipment

The Customer will comply with all aspects of the Ontario Electrical Safety Code with respect to ensuring that equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies, in particular cross wiring

situations, in a timely fashion. If the Customer does not take such action within a reasonable time, Grimsby Power may disconnect the supply of power to the Customer.

It is vitally important that a customer is aware of any underground wiring prior to digging or excavating. Grimsby Power is a member of ON1CALL please call 1-800-400-2255 (service is available 24 hours a day, seven days a week) for an underground locate. ON1CALL website is www.on1call.com.

Grimsby Power will provide free cable locating for Grimsby Power owned cables during normal business hours. However, if the Customer will be exposing Grimsby Power's primary cable, charges may apply at Grimsby Power's discretion for isolation. If isolation is not practical, then charges may apply for a Grimsby Power representative to stand by during the Customer's work.

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 Grimsby Power, interfere with the proper and safe operation of Grimsby Power facilities or adversely affect compliance with any applicable legislation in the sole opinion of Grimsby Power. In general, all plantings (other than grass) and all structures (including planters, decorative rocks, etc.) should be at least 3m from a hydro pole, 3m from padmounted equipment. Please contact Grimsby Power for details prior to commencing any landscaping within 3m of a pole or padmounted device. If Grimsby Power must remove or alter anything that interferes with the proper and safe operation of Grimsby Power's facilities, there will be no compensation to the customer for damages and the customer may be charged the cost of removing obstructions.

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

1.7.3 Operating Control

The Customer will provide a convenient and safe place, satisfactory to Grimsby Power, for installing, maintaining and operating its equipment in, on, or about the Customer's premises. Grimsby Power assumes no risk and will not be liable for damages resulting from the presence of its

equipment on the Customer's premises or approaches thereto, or action, omission or occurrence beyond its control, or negligence of any Persons over whom Grimsby Power has no control.

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

Customers will be required to pay the cost of repairs or replacement of Grimsby Power 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 at which a distributor's responsibility for operational control of distribution equipment ends is defined by the DSC as the "operational demarcation point".

1.7.4 Repairs of Defective Customer Electrical Equipment

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

1.7.5 Repairs of Customer's Physical Structures

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

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

1.8 Disputes

Grimsby Power dispute resolution mechanism is designed to provide for the resolution of a variety of potential disputes such as:

a) Disputes that occur with customers in regards to Grimsby Power's Conditions of Service;
b) Disputes that arise with customers and developers regarding the Distribution System Code;
c) Disputes that transpire with retailers under the Retail Settlement Code; or
d) Any other dispute that may arise with a party under certain agreements to which Grimsby Power is a party.

In summary, there are potentially three steps in the dispute resolution process:

a) Good Faith Negotiation

The process begins with good faith negotiations between the disputing parties. The parties will assign a representative to the negotiations who has authority to negotiate the matter in dispute.

b) Mediation

If a negotiated agreement is not possible, a mediator will be appointed. All parties in dispute will mutually agree to the appointment of the mediator. The mediator will conduct a process to mediate the dispute. However, if the parties agree to dispense with mediation, the mediation is not successful, or the allotted time runs out, the process then proceeds to arbitration.

c) Arbitration

If mediation is unsuccessful, the dispute will be referred to the Ontario Energy Board (OEB) for resolution.

1.9 Service Quality Requirements

The level of service provided by the Distributor is defined in specific terms within Section 7 of the DSC. The Distributor recognizes the requirements and will strive to meet or exceed these requirements and the associated reporting to the OEB. The reporting of these requirements forms public record available to the Distributor's customers. The results of the annual reporting of the Service Quality Indicators along with other performance metrics, are published annually by the OEB in a "Scorecard" and can be found on the Grimsby Power website www.grimbsypower.com.

1.10 Liability

Grimsby Power (distributor) shall only be liable to a customer and a customer shall only be liable to a distributor for any damages which arise directly out of the willful misconduct or negligence:

1.0 Of the distributor in providing distribution services to the customer;
2.0 Of the customer in being connected to the distributor's distribution system; or
3.0 Of the distributor or customer in meeting their respective obligations under the Distribution System Code, their licences and any other applicable law.

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

The Customer shall indemnify and hold harmless Grimsby Power and its Directors, Officers, Employees and Agents, from any claims by third parties in connection with the provision of electrical distribution services, except where such loss or damage arises out of Grimsby Power's willful misconduct or negligence.

Grimsby Power shall assume no risk nor be liable for damages arising from the presence of its equipment on the Customer's property.

1.11 Force Majeure

Neither party shall be held to have committed an event of default in respect of any obligation under the Distribution System Code if prevented from performing that obligation, in whole or in part, because of a force majeure event.

Notwithstanding any of the foregoing, settlement of any strike, lockout, or labor dispute constituting a force majeure event shall be within the sole discretion of the party to the agreement involved in the strike, lockout, or labour dispute. The requirement that a party must use its best efforts to remedy the cause of the force majeure event, mitigate its effects, and

resume full performance under the Distribution System Code shall not apply to strikes, lockouts, or labour disputes.

SECTION 2 - DISTRIBUTION ACTIVITIES (GENERAL)

2.1 Connections – Process and Timing

Under the terms of the Distribution System Code, Grimsby Power has the obligation to either connect or to make an offer to connect any Customers that lie in its service area.

The Customer or its representative shall consult with Grimsby Power concerning the availability of supply, the supply voltage, service location, metering, and any other details. These requirements are separate from and in addition to those of the Electrical Safety Authority. Grimsby Power will confirm, in writing, the characteristics of the electric supply.

The Customer or its authorized representative shall apply for new or upgraded electric services and temporary power services in writing following the "New Service/Upgrades Application" procedure available on Grimsby Power's website. Customers can also obtain a copy of such procedure by emailing at info@grimsbypower.com. The Customer is required to provide Grimsby Power with sufficient lead-time in order to ensure:

a) the timely provision of supply to new and upgraded premises or
b) the availability of adequate capacity for additional loads to be connected in the existing premises, or
c) all Grimsby Power service conditions are met including payment for related services.

Load Connections

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

Once all service conditions are met (including Connection Authorization from ESA), and the Customer or its representative informs Grimsby Power that the load connection is ready to be connected, Grimsby Power will

connect the load connection within 5 business days for low voltage (<750 Volts) services, and within 10 business days for high voltage (>750 Volts) services.

Micro-Embedded Generation Connections

Grimsby Power shall make every reasonable effort to respond promptly to a micro-embedded (<10 kW) generator's request for connection. In any event, upon written application for a micro-embedded generator connection, Grimsby Power shall make an offer to connect (or provide reasons for refusing to connect) a micro-embedded generator that wishes to connect to the distribution system regarding the connection process within fifteen (15) calendar days for existing customers and a site assessment is not required, or thirty (30) calendar days for existing customers and a site assessment is required, or sixty (60) calendar days for all others.

Once all service conditions are met (including Connection Authorization from ESA and completion of a “Micro-Embedded Generation Facility Connection Agreement” as found in Appendix E of the Distribution System Code), and the Customer or its representative informs Grimsby Power that the micro-embedded generation connection is ready to be connected, Grimsby Power will connect the micro-embedded generation connection within 5 business days.

Other Generation Connections

Grimsby Power shall make every reasonable effort to respond promptly to other (>10 kW) generator's request for connection. In any event, Grimsby Power shall follow the “Process and Technical Requirements for Connecting Embedded Generation Facilities” as noted in Appendix F of the Distribution System Code. Due to nature of the distribution system in Grimsby, it may take up to 120 days for Grimsby Power to conduct an Impact Assessment to determine if the proposed facility is feasible and if so, what upgrades (if any) may need to be made to accommodate the embedded generation facility. Depending on the size of the generator, there may be a cost to the customer for the Impact Assessment. Early consultation with Grimsby Power is recommended to discuss the information that will be required and any known restrictions regarding available capacity at the proposed generator location.

Other Distributors

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

Grimsby Power, in its discretion, may require a Customer, generator or distributor to enter into a Connection Agreement with Grimsby Power including terms and conditions in addition to those expressed in this Conditions (refer to DSC Code - Appendix D, E, F and G).

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

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

2.1.1 Building that Lies Along

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

Under the terms of the Distribution System Code, Grimsby 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 lies along any of the lines of the distributor’s distribution system and can be connected to Grimsby Power’s distribution system without an Expansion or Enhancement and,
b) the owner, occupant or other person in charge of the building requests the connection in writing, and

c) the service installation meets the conditions listed in the Conditions of Service of the Distributor that owns and operates the distribution line, and

d) the distributor has received reasonable security it may require for the payment of the proper charges therefore and related services.

A Building that "lies along" a distribution line may be refused connection to that line should the connection be unsuitable or unsafe for the system. Criteria for establishing an unsafe connection or a connection, which adversely affects the system, is documented within the Conditions of Service under Section 2.1.3.

2.1.1.1 Connection Charges

Grimsby Power shall recover costs associated with the installation of Customer service connections, by Customer Class, via a Basic Connection Charge and a Variable Connection Charge, as applicable.

For residential Customers, the basic connection for each Customer shall include:

(a) supply and installation of overhead distribution transformation capacity or an equivalent credit for transformation equipment and:

(b) Up to 30 metres of overhead service wire from point of entry to Customer's delivery point or an equivalent credit of underground services.

Note: for the purpose of these Conditions, subdivisions, multi-units or townhouse type developments are considered as Non-Residential Class of Customers.

For Non-Residential Customers, Grimsby Power may recover the Basic Connection Charge either through Grimsby Power rates, or through a Basic Connection Fee levied from the Customer requesting the connection. The Basic connection Fee is determined for each customer Class as indicated in Table 2 of these Conditions, located in the Appendix at the end of this document.

The current basic connection charges are available by request to the Engineering Department of Grimsby Power.

Variable connection charges are estimated on an individual basis. Full estimated charges will be collected in advance of connection as a deposit. Actual charges will be invoiced (or refunded) after the connection is made. Under normal conditions at least two normal working days are necessary for Grimsby Power to energize a new or upgraded electrical service where a suitable supply circuit exists at the location. This time is measured from receipt of:

(a) Written approval from the Electrical Safety Authority.

(b) A contract signed by the customer.

(c) A customer deposit, as outlined in Section 2.4.3.

(d) All Grimsby Power servicing conditions have been met.

A longer time may be required if it is necessary to arrange for power interruption for safety reasons to other Customers or to provide the supply circuit where such does not exist.

2.1.2 Expansions / Offer to Connect

Under the terms of the Distribution System Code, Grimsby Power is required to make an "offer to connect" if, in order to connect a Customer, Grimsby Power must construct new distribution system facilities or increase the capacity of existing distribution facilities (i.e. an "Expansion" of its system). In making an "Offer to connect", Grimsby Power will include, without limitation, the following components, as applicable:

a. the Variable Service Connection Fee

b. the Variable Expansion Fee

c. the Security Deposit.

The cost associated with the Expansion is to be fair and reasonable and is in addition to any Variable Service Connection Charges. Refer to Table 1 and Table 2 in the Appendix for Basic and Variable Connection Fees of each Customer Class and the respective ownership demarcation point.

Grimsby Power will perform an economic evaluation to determine whether the future revenue from the Customer will pay for the capital and on-going maintenance costs of the Expansion project (refer to methodology and assumptions in the DSC Code - Appendix B). At the discretion of Grimsby Power, the capital costs for the Expansion may include incremental costs

associated with the full use of Grimsby Power's existing spare facilities or equipment, which may result in an adverse impact to future Customers. The economic evaluation will be based on the average usage or demand for the applicable rate class as per Appendix B of the Distribution System Code. This will be done each year over the customer connection horizon of 5 years.

If the present value of the future revenue is not sufficient to recover the Expansion Costs, the Customer will be required to pay a capital contribution. The capital contribution will not exceed the Customer's share of the difference between the present value of the Expansion Costs and the present value of the project revenue.

Grimsby Power may charge a Customer that chooses to pursue an alternative bid any costs incurred by Grimsby Power associated with the expansion project, including but not limited to the following:

> 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 costs for inspection or approval of the work performed by the contractor hired by the Customer.

2.1.2.1 Offer to Connect

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

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

Where the offer to connect meets the conditions identified in the DSC code, Grimsby Power will inform the Customer that the Customer may obtain other bids from contractors pre-qualified by Grimsby Power for the work eligible for other bids.

2.1.2.2 Variable Fees

Variable Fees collected from the Customer will be consistent with the methodology identified in Table 1 and Table 2 in the Appendix.

2.1.2.3 Settlement of the Variable Fees

In an effort to keep Grimsby Power harmless, customers will be required to pay 100% of the estimated variable fees prior to commencement of any work by Grimsby Power. All costs are estimates only, and any additional costs incurred will be charged to the customer. Over payment will likewise be reimbursed upon completion of work.

2.1.2.4 Rebates Related to Expansions

In scenarios where Grimsby Power is required to install new expansion solely for the connection of a Customer, the Customer will be required to pay Grimsby Power 100% of the calculated cost. If within 5 years from the connection date, non-forecasted Customers are connected to this new expansion without any further capital costs, non-forecasted Customers shall contribute their share and the first Customer will be entitled to a rebate as outlined in Grimsby Power's Line Monitoring Agreement available from the Engineering Department.

2.1.3 Connection Denial

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

- Contravention of existing laws of Canada and the Province of Ontario, including the Ontario Electrical Safety Code.
- Violations of conditions in Grimsby Power's Licence.
- Use of a Grimsby Power distribution system line for a purpose that it does not serve and that Grimsby Power does not intend to serve.
- Adverse effect on the reliability and safety of Grimsby Power's distribution system.
- Public safety reasons or imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system.
- A material decrease in the efficiency of Grimsby Power's distribution system.
- A materially adverse effect on the quality of distribution services received by an existing connection.

- Discriminatory access to distribution services.
- If the person requesting the connection owes Grimsby Power any monies for distribution or connection services and account arrears.
- Potential increases in monetary amounts that already are in arrears with Grimsby Power.
- If an electrical connection to Grimsby Power's distribution system does not meet Grimsby Power's design requirements.
- If the proposed development has not received the appropriate municipal, provincial, or federal approvals, as applicable.
- Any other conditions documented in Grimsby Power's Conditions of Service document.
- The distribution line does not have sufficient capacity for the requested connection.

If Grimsby Power refuses to connect a building in its service territory that lies along one of its distribution lines, Grimsby Power shall inform the person requesting the connection of the reasons for not connecting, and where Grimsby Power is able to provide a remedy, make an offer to connect. If Grimsby Power is unable to provide a remedy to resolve the issue, it is the responsibility of the customer to do so before a connection can be made.

2.1.4 Inspections Before Connections

All Customer electrical installations shall be inspected and approved by the Electrical Safety Authority and must also meet Grimsby Power's requirements. Grimsby Power requires notification from the Electrical Safety Authority of this approval prior to the energization of a Customer's supply of electricity. Any drawings supplied by Grimsby Power referring to customer owned equipment are to be used as a guide only. Customers are required to comply with Electrical Safety Authority Code. Services that have been disconnected for a period of six months or longer must also be re-inspected and approved by the Electrical Safety Authority prior to reconnection.

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

All electrical plans, drawings, and specifications (including duct banks and other civil structures that will support electrical assets) which include assets that will form part of Grimsby Power's distribution system, must

conform to Ontario Regulation 22/04. This includes the requirement that the plans, drawings, and specifications be approved by a Professional Engineer (licensed to practice in Ontario), and all construction drawings have the appropriate Certificate of Approval, duly signed by a qualified person, as indicated in Regulation 22/04.

Duct banks shall be inspected and approved by Grimsby Power prior to the pouring of concrete and again before backfilling. The completed ducts must be rodded by the site contractor in the presence of a Grimsby Power inspector, and shall be clear of all extraneous material. A mandrel, appropriately sized, to nominal diameter of duct, will be supplied by the contractor and be passed through each duct. In the event of ducts blocked any extraneous material, the owner's representative will be responsible for clearing the ducts prior to the cable installation. Connection to existing concrete duct banks or manholes will be done only by an approved contractor. All work done on existing Grimsby Power plant must be authorized by Grimsby Power and carried out in accordance with all applicable safety acts and regulations.

Provision for metering shall be inspected and approved by Grimsby Power prior to energization.

2.1.5 Relocation of Plant

Grimsby Power will, where feasible, accommodate customer requests to relocate electrical plant such as poles and metal enclosed equipment. The customer will be required to pay all of the actual costs incurred by the relocation. For typical pole relocation costs please contact the Engineering Department.

When the Road Authority requests a relocation of Grimsby Power's plant on their right-of-way, the costs shall be shared as outlined in the "Public Service Works on Highway Act". Relocations for Grimsby Power assets located in a road authority within five (5) years of receiving municipal consent for the distribution system work shall be one hundred per cent (100%) payable by the road authority.

2.1.6 Easements

The Customer shall grant, at no cost to Grimsby Power, where required, an easement to permit installation and maintenance of Grimsby Power assets necessary for supplying service to the Customer. The width and extent of this easement shall be determined by Grimsby Power. The easement shall be granted prior to energization of the service.

Easements are required whenever Grimsby Power's underground or overhead plant is to be located on private property or crosses over an adjacent private property to service a Customer other than the owner of that adjacent property and/or where Grimsby Power deems it necessary.

The Customer will prepare at its own cost a reference plan and associated easement documents to the satisfaction of Grimsby Power's solicitor prior to its registration and registering of the easement plan. Details will be provided upon application for service.

2.1.7 Contracts

2.1.7.1 Standard Form of Contract

Grimsby Power shall only connect a building for a new or modified supply of electricity upon receipt by Grimsby Power of a completed and signed contract for service in a form acceptable to Grimsby Power, payment to Grimsby Power of any applicable connection charge, customer deposit as outlined in the contract or Section 2.4.3 as applicable, and an inspection and approval by the Electrical Safety Authority of the electrical equipment for the new service.

2.1.7.2 Implied Contract

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

Any person or persons who take or use electricity from Grimsby Power shall be liable for payment for such electricity. Any implied contract for the supply of electricity by Grimsby Power shall be binding upon the heirs, administrators, executors, successors or assigns of the Person or Persons who took and/or used electricity supplied by Grimsby Power

2.1.7.3 Special Contracts

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

- Residential subdivisions
- construction sites
- mobile facilities
- non-permanent structures
- special occasions, etc.
- generation

In certain circumstances, a connection agreement and/or operating agreement may be required between Grimsby Power and the Customer. Grimsby Power will advise the Customer in advance of the connection if a special contract / agreement is required.

2.1.7.4 Payment by Building Owner

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

A Building owner wishing to terminate the supply of electricity to its Building must notify Grimsby Power in writing. Until Grimsby Power receives such written notice from the Building owner, the Building owner or the occupant(s), as applicable, shall be responsible for payment to Grimsby Power for the supply of electricity to such Building. Grimsby Power may refuse to terminate the supply of electricity to an owner's Building when there are occupant(s) in the Building.

Grimsby Power will maintain the account in the owner’s name for each individual property. Should the owner elect to rent the property to a tenant Grimsby Power requires an Owner Transfer Form to be completed by the owner to ensure continuous supply of power to the property. The Owner Transfer Form will allow the responsibility for electricity to transfer back into the owners name if no other tenant has completed an application for service for the property in question.

2.1.7.5 Opening and Closing of Accounts

A Customer who wishes to open an account for the supply of electricity by Grimsby Power is required to complete an Application for Service.

Residential customers may complete the application on-line , or download and complete the application from the Grimsby Power website and send it

to the office via regular mail, fax (905) 945-9933, email customeraccounts@grimsbypower.com, or in person.

A customer that is applying for a General Service account will need to contact the office directly.

A new or temporary service will not be connected until the customer has complied with the requirements as stated above. A customer who moves within the Grimsby Power service area, must also comply with the requirements as stated above.

The customers' will be charged the appropriate fee to set up an account as approved by the Ontario Energy Board.

Any customer that needs to close and account must contact Grimsby Power by phone, written request (including facsimile), by completing the on-line "moving out notification", or other means acceptable to Grimsby Power. This notification must be received a minimum of one week prior to the date the account is to be closed. Grimsby Power will "finalize" the account on the date requested by the Customer.

If the Customer fails to notify Grimsby Power, the Customer shall be responsible for payment of the account until Grimsby Power receives such written notice from the Customer.

2.2 Disconnection

Grimsby Power reserves the right to disconnect the supply of electrical energy for causes not limited to:

- Contravention of the laws of Canada or the Province of Ontario, including the Ontario Electrical Safety Code and Ontario Regulation 22/04.
- Adverse effect on the reliability and safety of Grimsby Power's distribution system.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of Grimsby Power's distribution system.
- A material decrease in the efficiency of the distributor's distribution system.
- A materially adverse effect on the quality of distribution services received by an existing connection.
- Discriminatory access to distribution services.
- Inability of Grimsby Power to perform planned inspections and maintenance.

- Failure of the Consumer or Customer to comply with a directive of Grimsby Power that Grimsby Power makes for purposes of meeting its licence obligations.
- Overdue amounts payable to Grimsby Power including the non-payment of a security deposit.
- Electrical disturbance propagation caused by Customer equipment that are not corrected in a timely fashion
- Any other conditions identified in this Conditions of Service document

When property is disconnected, Grimsby Power shall leave a copy of the "Fire Safety Notice" on the premises.

Grimsby Power may disconnect the supply of electricity to a Customer without notice in accordance with a court order, or for emergency, safety or system reliability reasons. Grimsby Power will charge the approved rates for the above situations.

Upon request, Grimsby Power will disconnect and reconnect its supply so that the Customer can perform maintenance (i.e.: siding installations) or make improvements on their equipment. There will be no charge for this service provided it occurs during Grimsby Power's normal working hours and no more than once per calendar year for each Customer. A premium charge will apply as per Section 2.6.7 outside normal working hours.

2.2.1 Load Limiters

The use of load limiters is strictly at the discretion of Grimsby Power and used in residential applications. Load Limiters will not be used during a disconnection ban period unless requested in writing as per Grimsby Power's Electricity Distribution Licence.

Load limiters may be used as alternatives to disconnecting the Customer's service. The intent for the use of load limiters is that it may encourage the customer to pay the utility bill while maintaining a minimum supply of power.

Grimsby Power will provide the Customer with instructions regarding how the load limiter works, the maximum capacity of the device, and how to reset the device if the maximum is exceeded. When property is disconnected, Grimsby Power shall leave a copy of the "Fire Safety Notice" on the premises.

The use of a load limiting is a courtesy in lieu of fully disconnecting the service. The load-limiting device may be removed and the service fully disconnected at any time and without further notice if the customer does not meet the requirements of a payment arrangement.

2.2.2 Reminder/Disconnect Notices

Please see the Disconnection/Reconnection policy at www.grimsbypower.com.

2.2.3 Disconnection Due to Hazardous Conditions

Upon discovery that a hazardous condition or disturbance propagation (feedback) exists, Grimsby Power will notify the Customer to rectify the condition at once. If the Customer fails to make satisfactory arrangements to remedy the condition within a reasonable time after notice has been given to the Customer, the service may be disconnected and not restored until satisfactory arrangements to remedy the condition have been made, which may include an inspection and Connection Authorization by ESA. Grimsby Power shall not be liable for any damage to the Customer's premises resulting from such discontinuance of service. Disconnect notices will be in writing and if given by mail shall be deemed to be received on the third business day after mailing.

Upon receipt of a disconnection request by the Customer, Grimsby Power will disconnect and/or remove Grimsby Power's connection assets at the Customer's cost as outlined in, Table 1 & Table 2 of this Conditions.

Note: Grimsby Power reserves the right to disconnect a service without notice in 'extreme' conditions such as an illegal operation, fire, flood, natural gas leak, etc.

2.2.4 Unauthorized Energy Use

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

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guarantee of Supply

Grimsby Power agrees 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 supply, are responsible to provide their own back-up or standby facilities. Customers requiring power for human life support equipment must provide their own equipment to ensure an uninterrupted supply of power.

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

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

During an emergency, Grimsby 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.

When power is interrupted, or the Customer is experiencing power quality problems, the Customer or their electrical contractor shall first ensure that interruption is not due to problems within the customer owned installation. If after verifying that the cause of the problem does not reside on the customers' installation, the customer shall contact Grimsby Power. Grimsby Power will respond to and take reasonable steps to restore power. Grimsby Power reserves the right to recover costs from the customer if the cause of the interruption or power quality problem is due to the customers' installation.

Grimsby 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 outages or emergency response, Grimsby Power may require a Customer to provide Grimsby Power with emergency access to Customer-owned distribution equipment that

normally is operated by Grimsby Power or Grimsby Power owned equipment on Customer's property.

2.3.2 Power Quality

Grimsby Power shall not be held liable for the failure to maintain supply voltages within standards levels due to a Force Majeure event as defined in Section 1.11 of these Conditions of Service. Customers who may require an uninterrupted power supply or a supply completely free from fluctuation and disturbance must provide their own power conditioning equipment for these purposes.

Grimsby Power attempts to maintain voltage variation limits, under normal operating conditions at the Customer's delivery points, as specified by the Canadian Standards Association standard C235, latest edition. In the event the normal operating conditions are disrupted, action will be taken to restore service to within voltage variation limits as specified by CSA.

2.3.2.1 Power Quality Testing

In response to a Customer power quality concern, where the utilization of electric power affects the performance of electrical equipment, Grimsby Power or a designated contractor will perform investigative analysis to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and/or use of diagnostic measurement tools.

Upon determination of the cause resulting in the power quality concern, where it is deemed a system delivery issue and where industry standards are not met, Grimsby Power will recommend and/or take appropriate mitigation measures. Grimsby Power will endeavor to control harmonics generated by its own system where these are found to be detrimental to the Customers. If Grimsby Power is unable to correct the problem due to the impact on other Customers, then it is not obligated to make the corrections. Grimsby Power will use appropriate industry standards (such as IEC or IEEE standards) and good utility practice as a guideline. If the problem lies on the Customer side of the system, Grimsby Power may seek reimbursement from the Customer for the costs incurred in its investigation. If the source of a power quality problem is caused by a customer, Grimsby Power may direct the customer to take corrective action. If the Customer does not take such action within a reasonable time, Grimsby Power may disconnect the supply of power to the Customer. (see section 2.2)

2.3.2.2 Prevention of Voltage Distortion on Distribution

Customers having non-linear load shall not be connected to Grimsby 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 (or as amended from time to time). The limit on individual harmonic distortion is 3%, while the limit on total harmonic distortion is 5%.

2.3.2.3 Obligation to Help in the Investigation

If Grimsby Power determines the Customer's equipment may be the source causing unacceptable harmonics, voltage flicker or voltage level on Grimsby Power's distribution system, the Customer is obligated to help Grimsby 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 Grimsby 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 Grimsby 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 Consumer or Customer should be aware that some distribution system events such as capacitor switching may cause problems with highly sensitive equipment, and the Consumer or Customer shall be responsible for mitigating these effects.

2.3.2.4 Timely Correction of Deficiencies

If an undesirable system disturbance is being caused by Customer's equipment, the Customer will be required to cease operation of the equipment until satisfactory remedial action has been taken by the Customer at the Customers cost. If the Customer does not take such

action within a reasonable time, Grimsby Power may disconnect the supply of power to the Customer.

2.3.2.5 Notification for Interruptions

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

Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

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

2.3.2.6 Customers on Life Support

Customers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. While Grimsby Power will make every reasonable effort to minimize the duration of planned and unplanned outages, customers should be prepared for extended outages that may exceed eight (8) hours in length, especially during severe weather conditions.

Customers are welcome to check our website, social media, or contact us by phone during an outage to request additional information (such as an estimated restoration time) or to identify themselves as requiring power as soon as possible due to medical equipment needs.

2.3.2.7 Emergency Interruptions for Safety

Grimsby Power will endeavor to notify Customers prior to interrupting the supply to any service. However, if an unsafe or hazardous condition is found to exist, or if the use of electricity by apparatus, appliances, or other equipment is found to be unsafe or potentially damaging to Grimsby

Power or the public, the supply of electricity may be interrupted without notice.

2.3.2.8 Emergency Service (Trouble Calls)

Grimsby Power will exercise reasonable diligence and care to deliver a continuous supply of electrical energy to the Customer. However, Grimsby 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 blowing of fuses or tripping of circuit breaker within the installation. If there is a partial power failure, the Customer should obtain the services of an electrical contractor to carry out necessary repairs. If, on examination, it appears that Grimsby Power's main source of supply has failed, the Customer should report these conditions at once to Grimsby Power's Office by calling 905-945-5437. Grimsby Power will initiate restoration efforts as rapidly as practicable.

Grimsby Power will invoice the Customer for costs incurred for any willful damage or losses due to vehicle, fire, and other incidents in order to reduce the burden on all customers.

2.3.2.9 Outage Reporting

Depending on the outage, duration and the number of Customers affected, Corporate Communications of Grimsby Power may issue a news release to advise the general public of the outage. The news release may be directly to the media, on the Grimsby Power website, or via social media. Grimsby Power will utilize best efforts to provide details of outages including the cause, area impacted and estimated restoration times, however, the availability of personnel to provide these updates may be limited, especially after regular business hours.

2.3.3 Electrical Disturbances

Grimsby Power 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 these Conditions.

Voltage fluctuations and other disturbances can cause flickering of lights and other serious difficulties for Customers connected to Grimsby Power's distribution system.

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

Grimsby 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

2.3.4.1 Primary Voltage

The primary voltage to be used will be determined by Grimsby Power for both Grimsby Power-owned and Customer-owned transformation. Depending on what voltage of the plant that "lies along", the preferred primary voltage will be at 27.6/16 kV grounded wye, three phase, four-wire system. However, in some parts of the Town the primary voltage may be 8.32/4.8 kV grounded wye, three phase, four wire; depending on the area.

2.3.4.2 Secondary Voltage Offerings

Depending on the type of distribution plant that "lies along", the preferred secondary voltage will be at:

120/240V single phase
208Y/120V three phase
600Y/347V three phase

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

(i) 120/240V, single phase, three wire up to 100 kVA demand load,

(ii) 208Y/120V, three phase, four wire up to 150 kVA demand load,

(iii) 600Y/347V, three phase, four wire up to 150 kVA demand load,

OR

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

OR

Where the Customer or Developer provides a padmount transformer (to be maintained by Grimsby Power) on private property;

(i) 120/240V, single phase, three wire, supply is available up to 100kVA,

(ii) 208Y/120V, three phase, four wire, supply is available for loads up to 750kVA demand load, or

(iii) 600Y/347V, three-phase, four-wire, supply is available for loads up to 1500kVA demand load.

Where a Customer or Developer requests a secondary voltage and/or size other than those supplied by Grimsby Power, they shall supply transformation (and retain ownership and maintenance obligations) with the primary voltage determined by Grimsby Power. Early consultation with Grimsby Power is recommended to ensure sufficient capacity on the distribution system is available at the proposed development, as well as requirements for metering and installation.

2.3.5 Voltage Guidelines

Grimsby Power maintains service voltage at the customer's service entrance within the guidelines of C.S.A. Standard CAN3-C235-87 (or latest edition), which allows variations from nominal voltage of:

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

Definitions of these conditions are:

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

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

Acceptable variations in voltage are shown in the table below.

Nominal Voltage	**Voltage Variation Limits**			
	Extreme Operating Conditions			
		Normal Operating Conditions		
Single-Phase	Min	Min	Max	Max
120/240	106/212	110/220	125/250	127/254
Three-Phase				
208/120	190/110	194/112	216/125	220/127
600/347	530/306	550/308	625/360	635/367

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

2.3.6 Backup Generators

Customers planning to install portable or temporary backup generators that are designed to connect onto or into a meter base must contact Grimsby Power for details, including a disconnection/reconnection. At no time shall the Customer or their representative tamper with or remove the Grimsby Power meter.

Customers planning to install permanently connected backup generators must contact Grimsby Power and ESA for connection requirements, which will include technical details and agreements as applicable.

Customers or Consumers with a portable or permanently connected backup generation facility (including an embedded generation facility that is used exclusively for load displacement purposes) shall comply with all applicable criteria of the Ontario Electrical Safety Code. In particular, the Customer or Consumer shall ensure that the backup generation facility does not back feed into or make parallel with Grimsby Power's system without a proper interface protection and an appropriate Connection Agreement, and does not adversely affect Grimsby Power's distribution system.

If customers wish to have their generation facility operate in parallel with Grimsby Power's system, they must follow the requirements of Embedded Generation as outlined in Section 3.5. This includes net metering installations and load displacement installations.

2.3.7 Metering - General Information

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

Additional metering requirements are listed in the Distribution System Code. Metered Market Participants in the Independent Electricity System Operator ("IESO") administered wholesale market must meet or exceed all IESO metering requirements.

2.3.7.1 General

Grimsby Power will typically install metering equipment at the Customer supply voltage. For installations where the Customer owns and maintains

the transformer, metering will be on the secondary side of the transformer only if the transformer losses meet the requirements of CAN/CSA Standard C802.1-00 Minimum Efficiency Values for Liquid Filled Transformers" and the secondary voltage and required current transformers are within Grimsby Power standards. Customers planning to own their own transformer must contact Grimsby Power well in advance to determine if the installation will be primary or secondary metered.

The Customer must provide a convenient and safe location satisfactory to Grimsby Power, for the installation of meter, wires and ancillary equipment. Meters shall be located as near as possible to the service entrance box. Meters for new or upgrades residential services will be mounted outdoors on a meter socket approved by Grimsby Power, at 1.67 +/- 0.15 meters from finished grade to the centre of the meter, within 1.22 meters (4') from a front corner of the building and on a pathway which is cleared of obstacles at all times, including snow. For all new services and where applicable for upgraded services, meters will not be located within an enclosed structure and/or within a fenced perimeter without Grimsby Power's written approval.

The Customer shall provide Grimsby Power permanent access to meters and communication panels in areas that are not normally available to the general public by providing any necessary keys or key pad pass codes, prior to energizing service. These areas include, but are not limited to, electrical rooms, meter rooms, meter closets and vaults. Grimsby Power will retain any keys or codes until such time as the meter is removed. The Customer is required to provide Grimsby Power with any new keys or codes, prior to making changes.

The Customer must consult with and receive approval from Grimsby Power for the location of meters that are proposed to be located in a non-standard location (ie not within 1m of the front corner of the building).

No person, except those authorized by Grimsby Power, may remove, connect, or otherwise interfere with meters, wires, or ancillary equipment.

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

The location allocated by the owner will allow Grimsby Power employees and agents free access at all reasonable hours to Grimsby Power meters, wires, and other equipment. Where safety or reliability of the electrical distribution system is at risk, free access will be required at all times. The location shall be subject to satisfactory environment conditions, some of which are:

- Maintain a safe and adequate working space in front of equipment, not less than 1.2 metres (48") and a minimum ceiling height of 2.1 metres (84")
- Maintain an unobstructed working space in front of equipment, free from, or protected against, the adverse effects of moving machinery, vibration, dust, moisture or fumes
- Maintain at least 1.0 metres from other utilities, including natural gas, telephone, cable, water, and wastewater.

Where Grimsby Power deems self-contained meters to be in a hazardous location, the Customer shall provide a meter cabinet or protective housing.

Any compartments, cabinets, boxes, sockets, or other work-space provided for the installation of Grimsby Power's metering equipment shall be for the exclusive use of Grimsby Power. No equipment, other than that provided and installed by Grimsby Power, may be installed in any part of Grimsby Power metering workspace.

The meters shall be grouped where practical and be accessible from a public area. The customer shall permanently and legibly identify all metered services with respect to correct municipal 911 address and unit # as applicable. The identification shall be applied to all service switches and breakers and to all meter cabinets and meter mounting devices that are not immediately adjacent to the service switch. The customer shall insure that all service identifications are accurate and by not doing so will be held responsible.

All devices on the line side of the metering shall have provisions for padlocking. For commercial and industrial services the Customer's main switch shall have provisions for padlocking the switch handle in the open position, and the switch cover (or door) in the closed position.

When a disconnect device has been locked and tagged in the "OFF" position by Grimsby Power, under no circumstances shall anyone remove the lock and tag and energize it without first receiving approval from Grimsby Power. All disconnected switches and circuit breakers on the line side of Grimsby Power metering shall have provisions for pad locking.

Regardless of any charges for metering installations, all metering equipment shall remain the property of Grimsby Power and maintenance of this equipment shall be Grimsby Power responsibility. The customer is responsible for maintaining the integrity of the meter base and cabinets, unless owned by Grimsby Power, to meet the required mechanical and electrical standards. For residential meters, the meter base (and overhead stack for overhead services) is considered customer owned and is to be maintained by the property owner. Any requirement for maintenance and repairs should be coordinated with Grimsby Power and completed in accordance to all applicable standards. Commercial/Industrial installations result in varying ownership of cabinets and equipment. The property owner is to maintain any metering equipment under their control. Any requirement for maintenance or repairs should be coordinated with Grimsby Power and completed in accordance to all applicable standards.

All new or upgraded electrical services for multi-unit sites or condominiums must be equipped with individual metering which meets Grimsby Power and Measurement Canada specifications.

All devices used by Grimsby Power for metering are sealed. Only the Grimsby Power or its authorized agents have the authority to break this seal. Tampering with the seal will require Grimsby Power to investigate the cause of the tampering. Following the investigation, the proper authorities will be contacted as required (ESA, Police, Fire). The customer shall be responsible for all reasonable costs associated with the investigation.

2.3.7.1.1 Metering for Multi-Unit Residential Buildings

Developers of new multi-unit residential buildings and new and existing condominiums (collectively, “MURBs”), or Boards of Directors of condominiums, or authorized persons in charge of any other applicable class of unit under Ontario Regulation 389/10, may choose to have Grimsby Power install suite metering or a bulk interval meter for the purpose of enabling unit sub-metering by a licensed unit sub-meter provider.

Developers of MURBS are advised to consult with Grimsby Power during the early planning stages to discuss the technical requirements and legal obligations associated with individual metering, bulk metering, and/or suite metering, including the complexities of converting from bulk metering to individual or suite metering at a later date.

2.3.7.2 Metering Cabinets

Refer to Sections 3.2.10.4 to 3.2.10.5 in this document.

2.3.7.3 Interval Metering

Refer to Section 3.2.10.8 in this document.

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 Grimsby Power for the purpose of meter reading, meter changing, or meter inspection. Where premises are closed during Grimsby Power's normal business hours, the Customer must, on reasonable notice, arrange such access at a mutually convenient time. If an actual 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.

Where a phone line is used as the method for meter reading data retrieval, the customer is obligated to ensure the phone line remains active, including but not limited to paying all costs associated with the provision of the phone line. If the phone line signal is interrupted for any reason (poor signal, disconnection, cut, etc.) the customer is responsible for repairing and reinstating the phone service to the point of metering at their own expense. If repair work is not completed in a timely manner as prescribed by Grimsby Power, Grimsby Power may elect to perform manual reads or estimated reads until the issue is resolved. The Customer is responsible for the costs, as defined in Grimsby Power's most current Tariffs of Rates and Charges, for manual meter reads.

2.3.7.5 Final Meter Reading

When a service is no longer required, or if the Customer is switching Energy Providers, the Customer shall provide Grimsby Power sufficient notice (no less than five (5) business days) of the date the service is to be discontinued so that a final meter reading can be obtained. The Customer shall provide access to Grimsby 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 Grimsby 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. Grimsby Power's revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registration, Grimsby Power will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. The Customer shall pay for all the energy supplied, a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by Grimsby Power, due regard being given to any change in the character of the installation and/or the demand. If Measurement Canada, Industry Canada determines that the customer was overcharged, Grimsby Power will reimburse the Customer for the amount incorrectly billed in accordance with applicable Acts and Regulations.

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. Grimsby Power will correct the bills for that period in accordance with applicable Acts and Regulations.

2.3.7.7 Meter Dispute Testing

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

Either Grimsby Power or the Customer may request the service of Measurement Canada to resolve a dispute. If the Customer initiates the dispute, the Meter Service Provider and/or Grimsby Power will charge the Customer a meter dispute fee plus any Measurement Canada Fees if the meter is found to be accurate and Measurement Canada rules in favour of the utility.

If the test indicates that the meter is not accurate, the Customer’s historic billing will be adjusted in accordance with applicable Acts and Regulations, and Grimsby Power shall pay the full costs of the meter dispute testing.

2.3.7.8 Meter Location

The location of the indoor or outdoor meter shall be readily accessible at all times and acceptable to Grimsby Power. If a meter is recessed or enclosed after installation, without the prior approval of Grimsby Power, the service may be subject to disconnection.

The location of the service entrance, routing of duct banks, metering, and all other works will be established through consultation with Grimsby Power. Failure to comply may result in relocation of the service plant at the Owner's expense.

In all locations where Commercial/Industrial revenue metering is accessible to the general public, a lockable enclosure or a room for service equipment and meters, shall be provided by the Owner at the discretion of Grimsby Power, as follows:

- An electrical room reserved solely for metering equipment or
- Metal enclosed switchgear approved by the Distributor or
- A suitable metal metering cabinet or
- A vandal proof enclosure.

2.3.7.9 Metal Enclosed Switchgear

The following regulations apply to the installation of instrument transformers and metering equipment within metal enclosed switchgear.

Grimsby Power will provide the following revenue metering equipment as required:

- Colour coded secondary wiring
- Revenue meters
- Potential transformers
- Potential transformer fuse holders and fuses
- Current transformers

The Owner shall:

- Consult with Grimsby Power regarding the installation of metering equipment, which may include:
  - o Potential transformers
  - o Potential transformer fuse holders and fuses
  - o Current transformers
  - o Phone line for remote interrogation of meters

o Duplicate Pulse Initiators
o Provide complete shipping instructions for instrument transformers for those projects where these are to be provided by the Distributor for installation by the switchboard manufacturer.
o Install instrument transformers, metering cabinet and conduit.
o Each main bus bar to be drilled and tapped (10-32) or (10-24) on the line side of the removable current transformer link.

• Submit two copies of the manufacturer's switchboard drawings, for approval, dimensioned to show provision for and arrangement of Grimsby Power's metering equipment.

Meters shall be installed by Grimsby Power in a customer-owned metal cabinet of a size and type pre-approved by Grimsby Power, mounted at an approved location separate from the switchgear.

Tamper proof or sealable rigid conduit or any equally approved conduit of a size and type specified by Grimsby Power shall be installed between the CT compartment of the switchgear and the meter cabinet.
For conduit installations greater than 30 m (100'), in length or where several bends are necessary, larger conduits or other special provision may be required, at the discretion of Grimsby Power.

2.3.7.10 Switchgear Connected to Wye Source

Where a Wye source neutral connection is to be used or grounded, the Owner shall provide a conductor sized to the requirements of the Ontario Electrical Safety Code from the instrument transformer compartment to the neutral connection.

2.3.7.11 Four Quadrant Metering (Generation)

All Ontario Energy Board-licensed generators connected to the distribution system that sell energy and settle through the distributor's retail settlement process shall be required to install metering that meets the requirements of the Distribution System Code as approved by the Ontario Energy Board, and/or the Market Rules as approved by the Independent Electricity System Operator.

2.3.7.12 Net Metering for Embedded Generation

Customers with specific generation facilities may reduce their net energy costs by exporting surplus generated energy back onto the utility distribution system. Surplus energy exported onto the utility distributions system will be calculated as a credit against the energy the customer consumes from the distribution system.

All customers wishing to become a Net Metering participant must meet all of the following conditions:

1. The electricity is generated primarily for the customer's own use;
2. The electricity generated is conveyed to the customer's own consumption point without reliance on the utility's distribution system;
3. The maximum cumulative output capacity of the generator does not exceed 500 kW; and
4. The electricity is solely generated from a renewable energy source (such as wind, drop in water elevation, solar radiation, agricultural bio-mass, or any combination thereof).

In order to participate in the Net Metering program, the customer will be required to meet all the parallel generation requirements for Connecting Micro-Generation Facilities (10 kW or less) or Other Generation Facilities (greater than 10 kW and less than 500 kW), as applicable to the generator size, as found in Section 3.5 - Embedded Generation.

The customer must have a bi-directional revenue meter that records energy flow in both directions.

Customers considering generation should contact Grimsby Power as soon as possible to discuss the metering requirements for the proposed installation.

2.4 Tariffs and Charges

2.4.1 Service Connections

Charges for distribution services are made as set out in the Schedule of Rates available from Grimsby Power, and posted on the Grimsby Power website. Notice of Rate revisions shall be published in accordance with the OEB rules.. All customers will be notified with the first billing issued at revised rates.

2.4.1.1 Customers Switching to Retailer

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

2.4.1.2 Supply Deposits & Agreements

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

2.4.2 Energy Supply

2.4.2.1 Standard Service Supply (SSS)

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

2.4.2.2 Retailer Supply

Customers transferring from Standard Service Supply (SSS) to a retailer shall comply with the Service Transaction 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 System. Service Transaction Request (STR) shall contain information as set out in section 10.3 of the Retail Settlement Code.

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

2.4.2.3 Wheeling of Energy

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

2.4.3 Deposits

All customers are required to meet the security deposit conditions as noted below.

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

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

Any **existing** customer receiving service from Grimsby Power, who accumulates a poor credit history, will also be required to pay a security deposit. A poor credit history can include any customer who, during the past 24 months, has more than one payment returned by their bank, has their service disconnected for non-payment, or requires a trip to their door to collect arrears. Any residential customer who has provided Grimsby Power with proof of their eligibility as a low-income customer can request and receive a refund of any security deposit previously paid to Grimsby Power, after application of the security deposit to any outstanding amounts owing on the customer's account.

Accounts will be reviewed once a year to determine if a deposit needs to be revised. If the current deposit is more than required, the difference will be refunded back to the customer's account and a letter will be sent to notify the customer. If the deposit needs to be increased, the new deposit will be billed in installments and a letter will be sent to notify the customer.

Any security deposit received from the customer, upon closure of the customer account, shall be applied to the final bill prior to change in

service and can be used to off-set other amounts owing by the customer to Grimsby Power.

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

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

Use of Security Deposits in Arrears Management Program

Security deposits will be applied against any residential arrears before a disconnection notice can be issued to a residential account.

When a security deposit has been applied against any arrears, the customer will be advised and will have to repay the security deposit in six equal monthly installments.

Amount of Deposit:

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

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

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

If a customer is billed under Retailer consolidated billing Grimsby Power does not require a deposit.

Customer deposits can be reduced by 50% of the required amount if the account is set up on Grimsby Power's Pre-Authorized Payment Plan.

Waiver Policy:

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

New **Residential customers** who have previously (within the past 24 months) established a satisfactory payment record of one year with Grimsby Power or provides a favorable credit reference from another electricity or gas distributor in Canada confirming a recent good payment history with that distributor will be exempt from the security deposit requirement. All new residential customers who provide a favorable credit check at their expense and maintain a good credit history will also be exempt from making a deposit. A residential customer who has been qualified as an eligible low-income customer can request a waiver.

Security deposits or guarantees may be waived for **General Service** <50 kW customers if the customer has 5 years good credit history and General Service >50 kW customers if the customer has 7 years good credit history under its current name with Grimsby Power, or provides a favorable credit reference from another electricity or gas distributor in Canada confirming a recent good payment history with that distributor, will be exempt from the security deposit requirement. In all General Service cases, an application for service must be completed or a security deposit or guarantee will be required.

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

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

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

Interest will be accrued monthly on all cash deposits held by Grimsby Power. The interest rate shall be at the Prime Business Rate as published on the Bank of Canada website less 2 percent updated quarterly. The accrued interest shall be paid out at least once every 12 months or closure of the account. Interest will not be paid on Letters of Credit.

2.4.4 Billing

Regular Bills

Grimsby Power invoices customers on a monthly basis.

Each customer class is invoiced based on rates as approved by the Ontario Energy Board as amended from time to time. The current rate structure is located on Grimsby Power's website at www.grimsbypower.com as approved by the OEB and amended from time to time.

The OEB website www.oeb.ca provides additional up to date information regarding the various line items on the invoice, as well as a billing calculator to estimate your monthly bill.

Residential and General Service less than 50 kW customers, who choose not to sign with a Retailer have the option of going on Grimsby Power's equal payment plan. This plan is contingent on the customer being on the pre-authorized payment plan.

Customers on the equal payment plan are invoiced 11 equal amounts, based on consumption, with the reconciliation or settlement on the 12th invoice. Each customer on the plan has periodic reviews to make any adjustment as may be required to minimize the reconciliation amount.

Details regarding the equal payment plan, pre-authorized payment plan, and all payment options are available on the Grimsby Power website.

Final Bills

(i) Forwarding Address:

The Security deposit will be applied to reduce the Final Bill. If the amount of the Security Deposit is in excess of the final bill amount the credit will be refunded by cheque mailed to the forwarding address provided to Grimsby Power.

If the customer sets up a new account within the Grimsby Power service territory, Grimsby Power will transfer the security deposit to their new account and show any outstanding balance as a credit or debit on their final bill. If the amount is a debit Grimsby Power will follow our normal collection procedures at the new premise.

(ii) No Forwarding Address:

a) The Deposit will be applied to reduce the final bill.

b) If the amount of the Security Deposit is not sufficient to pay the entire bill amount and the customer moves out of the Grimsby's service area, utility staff will make an attempt to locate a forwarding address. If Grimsby Power is unable to find the previous customer, the account will be referred to a collection agency.

c) If the amount of the Security Deposit is in excess of the final bill amount, the credit will remain on the account until such time as Grimsby Power is made aware of the customers forwarding address or finds the customer.

d) If a commercial account finalizes and the customer has another account (residential or commercial) the final bill may be transferred to the other account provided the account has the same name.

Errors in Billing

Errors will be resolved as stated in the Retail Settlement code.

(i) Billing errors that have resulted in the over billing of a customer account or Retailer account will be credited to the customer in the amount erroneously billed the customer by the distributor for a period of up to six years.

(ii) Billing errors that have resulted in under billing of a customer account, the distributor will charge the customer the amount that was not previously billed for a period not exceeding:

1. Two years, in the case of an individual residential customer who is not responsible for the error.

2. For non-residential consumers or for instances of willful damage, the relevant time period is the duration of the defect.

3. Where a retailer is involved, the retailer will be credited or charged as per (i) or (ii) above.

(iii) The entity billing a consumer, whether a distributor or a retailer, is responsible for advising the consumer of any meter error and its magnitude and its obligation to inform the customer of the assistance provided by Measurement Canada in a dispute investigation. The billing entity is also required to inform the consumer of its obligations under the federal *Electricity and Gas Inspection Act* (Canada) where a dispute between the customer and the entity exist over the condition, or registration of a meter installation is in question.

Use of Estimates

In months where a bill is issued but no reading is obtained, Grimsby Power will estimate energy and demand in order to determine billing quantities. The estimate is based on historical usage for the premise, or a predetermined quantity if there is no historical usage information available.

Customers who do not have a smart meter, an interval meter, or are not yet transitioned to time- of-use pricing, may avoid receiving bills based on estimated meter readings if they provide Customer-obtained meter reads

that pass validation checks and are provided according to processes and timing established by Grimsby Power for billing purposes.

2.4.5 Payments and Interest Charges

Grimsby Power allows 16 days from the date of mailing or hand delivery for customers to pay their account. Refer to the Grimsby Power website www.grimsbypower.com for the most current listing of payment options.

Where a payment is made by mail, the payment will be deemed to be made on the date received. Where a payment is made at a financial institution acceptable to Grimsby, the payment will be deemed to be made when stamped/acknowledged by the financial institution. A partial payment will be applied to any outstanding arrears or Security Deposit before being applied to the current billing.

Customers that do not make payment by the due date will be charged a rate of interest as approved by the OEB. Interest charges will apply to any arrears unpaid after the due date of the bill. The rate of interest is located on Grimsby Power's website at www.grimsbypower.com as approved by the OEB and amended from time to time.

Any cheque or pre-authorized payments charged back by the bank for whatever reason will be acted upon immediately. The payment will be reversed on the customer's account and an approved returned cheque fee charged. Grimsby Power will attempt to make immediate contact with the customer to receive payment for any outstanding amounts owing plus charges. Should such an attempt fail, the receivable will be placed in the appropriate position within Grimsby Power's collection procedure.

2.5 Customer Information

Grimsby Power reserves the right to request specific information from the customer in order to facilitate the normal operation of its business. Failure of a customer to supply such information may prevent the normal continuance of service.

The Retail Settlement Code as amended from time to time specifies the rights of customers and their retailers to access current and historical usage information and related data and the obligations of distributors in providing access to such information.

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

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

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

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

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

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

In addition to the above requirements, Customer information that Grimsby Power has access to is governed by the Personal Information Protection and Electronic Documents Act.

2.6 General Information

2.6.1 Pole Attachments

There will be no attachments to Grimsby Power poles without the written permission of Grimsby Power. Such attachments will be limited to, street lighting, telecommunication circuits (including phone, video, television, internet), telecom amplifiers and/or power supplies, telecom antennae, and municipal signage. Prior to making any of these types of attachments (excluding municipal signage), the attacher shall enter into a written agreement with Grimsby Power which will include annual fees payable to Grimsby Power as approved by the OEB. The written agreement will generally take the form of a Joint Use Agreement.

All installations must conform to Regulation 22/04, and the Party requesting the attachment will be responsible for meeting the requirements of Regulation 22/04, providing all necessary documentation to Grimsby Power confirming the requirements of Regulation 22/04 have been met, and all costs associated with this confirmation.

Where make ready work is required to accommodate the requested attachment the requesting party will be responsible for all costs associated with the make ready work.

Any attachments not approved will be removed by Grimsby Power at the owner's expense.

The owner of any third party plant shall be responsible to maintain their plant in a safe and proper condition compliant with Regulation 22/04 and relevant standards including any specific Grimsby Power Standards.

The owner of any third party plant will be responsible for transfers of their plant in a timely manner as required by Grimsby Power.

Subject to municipal by-laws, signs and posters may be permitted on utility poles owned by Grimsby Power. Unacceptable attachments include, privately owned electrical service equipment and lighting, privately owned brackets and planters. Any such attachments not approved by Grimsby Power will be removed at the Owner's expense.

2.6.2 Service Calls

Many services offered by Grimsby Power are free to customers. Examples of these are billing investigations, and location of underground

cables. There are other service calls, as outlined below for which there will be a charge to the Customer.

2.6.3 Fuse Replacement

Grimsby Power staff is sometimes called upon, by Customers, to replace customer-owned fuses. There is a charge for this service.

Before calling Grimsby Power, Customers are encouraged to confirm that a power failure has not resulted from a blown fuse or tripped circuit breaker due to problems within the home or business.

2.6.4 Services Over Swimming Pools

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

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

2.6.5 House Moving

All costs incurred by Grimsby Power relating to a house moving will be recoverable from the Applicant. A deposit based on the estimated cost, subject to a minimum of $1,000, will be required prior to the house moving.

Maximum loaded height allowed on a Grimsby Power approved route is 6.4m (21'). Any house moving may or may not be approved by Grimsby Power.

All requests for house moving must be accompanied with proper permits and licenses.

2.6.6 Preventive Programs

Grimsby Power has in place a variety of programs to help reduce the number of power interruptions and other system disturbances. These are:

Tree Trimming – Telephone Number (905) 945-5437

Trees growing near power lines, on the public right-of-way are trimmed by Grimsby Power or their agent, to ensure that the trees remain healthy, and do not grow into the power lines. Customers are asked to call Grimsby Power regarding any tree, which appears to be interfering with a power line. Grimsby Power staff will investigate and have the tree pruned if necessary. It is very hazardous for untrained people to attempt to do this work.

Should a customer choose not to have Grimsby Power trim their tree, they must notify us in writing. The customer will then be advised to hire a competent firm and the time frame they have to comply, which are depended on the inherent dangers. Should they not comply within the specified time, Grimsby Power will trim the tree.

Call Before You Dig – Telephone Number (800) 400-2255

It is vitally important that a customer is aware of any underground wiring prior to digging or excavating. Grimsby Power is a member of ON1CALL please call 1-800-400-2255 (service is available 24 hours a day, seven days a week) for an underground locate. ON1CALL website is www.on1call.com.

Fault Locates and Repairs

Grimsby Power will fault locate and repair all Grimsby Power owned secondary services without charge. In the event that a customer is responsible for damage to Grimsby Power owned underground cables, the full cost to locate and repair or replace the fault will be charged to the responsible party. In the event that structures, pavement or landscaping makes the cable inaccessible, the additional cost will be at the owner's expense.

Grimsby Power will normally provide this service at the owner's expense for customer owned underground secondary services.

Maintenance Program

Grimsby Power has a regular maintenance program for all Grimsby Power assets, including substations, transformer rooms, and associated equipment. Infrared scanning is done for cables and equipment; wood poles are checked for decay, insulators are washed at regular intervals to remove road salt and other contaminants.

2.6.7 Customer Owned Primary Lines

Line Maintenance

To facilitate and encourage the maintenance of customer owned equipment, it is Grimsby Power's policy to provide one power interruption, at no charge, each year at the customer's request. This no charge service would be during normal working hours, Monday to Friday, 8:30 a.m. to 4:00 p.m. Holidays excluded.

For power interruptions arranged on weekends and for times other than as outlined above, there will be a charge to offset the cost of overtime paid to Grimsby Power crews.

Tree Trimming

Type of Line	Minimum Right of Way Clearance
Primary Voltage - Overhead (over 600 volts)	5 metres on each side of centre line
Secondary Voltage - Overhead (under 600 volts)	1.82 metres on each side of centre line
Primary and Secondary Voltages – Underground	1.5 metres on each side of centre line

Identified hazardous or high growth trees located outside the minimum right of way clearance may require additional trimming.

The Electrical Safety Authority Inspector and a qualified Grimsby Power representative will perform approval of customer-cleared right-of-ways.

Continued vegetation maintenance on customer owned lines will remain the responsibility of the owner of the property.

Request For Line Maintenance / Tree Trimming

When a customer requests line maintenance, tree trimming, or removal, Grimsby Power may perform the work, at the customer's expense. Confirmation of agreement to perform work must be obtained in writing.

Associated tree and debris cleanup work will be agreed upon with the customer, prior to the commencement of work, as this is usually at the owner's expense.

2.6.8 Customer Owned Substations

Owners of private substations are required by the Ontario Electrical Safety Code to perform regular maintenance to the electrical equipment so that unsafe conditions and/or inconvenience to themselves and to other customers due to equipment failure is avoided.

To facilitate and encourage the maintenance of this equipment, it is Grimsby Power's policy to provide one power interruption, at no charge, each year at the customer's substation. This no charge service would be during normal working hours, Monday to Friday, 8:30 a.m. to 4:00 p.m. Holidays excluded.

For power interruptions arranged on weekends and for times other than as outlined above, there will be a charge to offset the cost of overtime paid to Grimsby Power crews.

If Grimsby Power becomes aware of a customer owned electrical installation that appears to be unsafe, or has the potential to cause an outage to other customers, it may take action by informing the owner of the equipment, informing the Electrical Safety Authority of the hazard, or disconnecting the equipment from the Grimsby Power grid (see Section 2.2.4).

2.6.9 Magnetic Fields

Some types of electronic equipment, such as video display terminals, can be affected by the close proximity of high electrical currents such as may be present in transformer rooms. Grimsby Power would assist in resolving any such difficulties at the owner's expense.

SECTION 3 - CUSTOMER SPECIFIC

3.1 Residential Service Information

This section refers to the supply of electrical energy to residential Customers residing in detached or semi-detached dwelling units, as defined in the local zoning by-law.

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

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

Exceptions may be made for properties zoned for farming use, under the following conditions: the principal use of the service is for the residence, the service size is no greater than 200 amperes, and the service is 120/240 volt single phase.

All other services will be classed as General Service. New residential Subdivisions or multi-unit developments are also treated as General Service, and are covered in Section 3.2.

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

Refer to Table 1 in the Appendix for Point of Demarcation, Standard Allowance, Connection Fees and Expansion Fees for Residential Services.

3.1.1 General Information

Only one residential service entrance allowed per lot. The lot may have multiple meters installed in a gang type meter base at location approved by Grimsby Power.

Standard residential services will include all services no greater than 200 amps, 120/240 volt, (1) single phase, (3) three wire. Large residential services will include all services from 201 amps up to and including 400 amp, 120/240 volt, (1) single phase, (3) three wire.

Infill residential services are those new residential services not considered to be part of a subdivision development by the Town of Grimsby.

Infill residential services will be installed underground, where applicable.

For exceptionally long underground or overhead services, Grimsby Power may require the installation to be constructed to Electrical Safety Authority requirements and may be required to be customer owned.

Where upgrades are required to existing standard residential services, the upgrade may be allowed to remain overhead.

In circumstances where multiple services are required (i.e. Granny flats, Quadraplex), a single service of no greater than 200 amps is permitted to supply a gang type meter base. Connected service sizes will require Electrical Safety Authority approval.

In circumstances where multiple services are installed to a single dwelling, and one service is to be upgraded, the upgraded service will replace all the existing services by a single service of no greater than 200 amps supplying a gang type meter base. Connected service sizes will require Electrical Safety Authority approval.

The Customer will be required to obtain an approved technical service layout from Grimsby Power's Engineering Department before proceeding with the relocation or installation of any service. Failure to obtain the service layout may result in the service being relocated at the Customer's expense.

Approved service locations on layouts are final. Any deviation, without prior consultation with the Engineering Department, will be subject to correction at the expense of the Customer.

No layout approvals will be done on secondary services that are not directly attached to Grimsby Power's assets. Electrical Safety Authority inspection is required for all work.

All new services from Grimsby Power's main distribution system will be installed underground according to Grimsby Power specifications, at the expense of the Customer. Any exceptions will be at the discretion of Grimsby Power. The Customer shall provide a minimum two (2) business days' notice for trench inspection. Grimsby Power shall inspect the Customer's underground service trench between the main line and the service entrance point, prior to the back filling of the trench.

It is the responsibility of the Customer and/or their Contractor to ensure that cable terminations are installed as per the manufacturer's recommendations. Only personnel qualified and experienced shall make cable connections and terminations. Upon request, proof of the qualifications of personnel making terminations shall be submitted to Grimsby Power for review.

No work will proceed or materials ordered until appropriate construction charges, deposits, documentations or contracts have been received. The Electrical Safety Authority (ESA) will govern any electrical service requirement not mentioned in this section on Residential Services.

3.1.2 Standard Overhead Services (Secondary)

New overhead services are not permitted for new residential dwellings including, but not limited to:

- Dwellings built on vacant lots;
- A new dwelling on a lot where a dwelling had previously existed and was demolished;
- Dwellings where the Customer signed for a disconnect and removal of their overhead service;
- Where the service voltage is converted from single to three phase or vise-versa.

Exceptions will be assessed on a case-by-case basis at discretion of Grimsby Power.

3.1.2.1 New Infill

Where for technical reasons, underground servicing cannot be completed as per Section 3.1.1, Grimsby Power will provide conductor for new infill standard overhead residential services, from point of supply to service attachment point as per Table 1.

For exceptionally long overhead services, Grimsby Power may require the installation to be constructed by the customer to Electrical Safety Authority requirements and may be required to be customer owned.

3.1.2.2 Upgrades

Grimsby Power will provide material, installation and labour for the upgrade of existing overhead standard residential services from the point of supply to the first attachment point on customer property.

Meter base minimum size requirement will be dictated as per main service capacity.

Where the existing revenue metering is located inside a residence, it will be relocated by the owner, at their expense, to the exterior of the building at the time of upgrading.

3.1.3 Standard Underground Services (Secondary)

Standard underground secondary services will typically be terminated in accordance with Grimsby Power standards (available from the Engineering Department) and details below.

3.1.3.1 Grimsby Power Owned

Grimsby Power will supply, install and maintain conductor for new infill standard underground residential services from point of supply to meter location. All material, labour, and installation by Grimsby Power or its agent will be at the owner's expense. Cost of installation will be calculated by Grimsby Power at the time of designing the customer service layout.

Underground trenching shall be installed in accordance to Grimsby Power specification.

Grimsby Power will obtain utility locates and permission from relative road authorities required for trenching. The customer will be responsible to accurately inform Grimsby Power of any underground obstacles which may be encountered.

All meter bases will be of 200-amp capacity to allow up to 250MCM for underground cable connections. Minimum size meter base to be used is: 17 1/2" x 10 1/8" x 4 1/2" for underground services.

3.1.3.2 Customer Owned

All utility locates and permissions from the relevant road authority required for the trenching are the responsibility of the property owner, as is the proper location of the trench with regard to neighbouring properties.

Customer supplied, installed and maintained conductor to be approved by the Electrical Safety Authority. Grimsby Power does not permit metal-sheathed cables such as "teck", "coreflex" or "pyro".

The trench must be inspected and approved by the Electrical Safety Authority.

For all no greater than 200 ampere services (max 4/0 conductor) we require you to provide 3 lengths of 2"x 10ft. PVC conduit, complete with weather head and six galvanized steel straps, for cover up at the pole. Customer is to provide enough conductor to connect. Instances where 250mcm conductor is required, the customer is to provide 2 ½" conduit.

Minimum size meter base to be used is: 17 ½" x 10 1/8" x 4 ½" for underground services.

A weather head is to be installed at the road pole to identify the service as being privately owned.

Grimsby Power will not consider themselves liable for any problems resulting from the cable size selected, or to be responsible for the detection and/or repair of any defects in the cable(s).

Voltage problems resulting from the cable selected is the responsibility of the owner.

Grimsby Power, where possible and at the request of the customer, locate cable faults on customer owned cables for a fee, but the repair and/or replacement of damaged cables will remain the responsibility of the customer.

3.1.4 Large Residential Services (Secondary)

Refer to Large General Service (Secondary), Early Consultation Section 3.2.2. and Section 3.2.1 c).

3.1.5 Primary Residential Services (Standard & Large)

Refer to Primary Services, Early Consultation Section 3.2.2 and Section 3.2.1 d).

3.1.6 Early Consultation

Prior to establishing new residential service details, Grimsby Power will require the following information from the owner.

- address (1-4 digit municipal address and street name);
- name and contact details of owner and electrician;
- a site plan to scale, showing the building in relation to existing and proposed property lines, other buildings, streets and driveways, and the location of other services, gas, telephone, water and cable T.V.;
- amperage of service required;
- preferred location of service entry;
- type of heat and any significant loads, including electric vehicle chargers.

Prior to establishing upgrades to existing residential services Grimsby Power will require the following information from the owner:

- address (1-4 digit municipal address and street name);
- name and contact details of owner and electrician;
- amperage of service required;
- preferred location of service entry;
- type of heat and any significant loads, including electric vehicle chargers.

3.1.7 Point of Demarcation

For a residential customer refer to Table 1 for the demarcation point. This supply point might be located on an adjacent property from which the Distributor has an authorized easement. In all cases the final delivery point will be the decision of the Distributor.

The location of supply (connection to the distribution system) service entrance point and meter base will be established through consultation with Grimsby Power for both new and upgraded electrical services. Failure to comply may result in relocation of the service at the owner's expense.

3.1.8 Access

Service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement from the property owner(s) involved.

The Customer will provide unimpeded and safe access to the Distributor at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution equipment.

3.1.9 Metering

Meter sockets will be directly accessible from the street by Grimsby Power staff and mounted on the exterior of the building within 3ft (1m) of the front face of the building and 5ft, 8in (1.7m) from final grade to centre of the meter. Meter sockets will be installed ahead of (on the line side of) the main disconnect switch. Meter sockets found to be inaccessible by Grimsby Power will be relocated at the owner’s expense.

3.1.10 Inspection

All electrical installations inside the home and out to the delivery point must be inspected and approved in accordance with Grimsby Power and Electrical Safety Authority requirements. Grimsby Power requires notification from the Electrical Safety Authority that the installation has been inspected and approved for connection, prior to energization. Grimsby Power (or designate) must inspect and approve the provision for metering prior to connection.

For low voltage services (<750V), Grimsby Power requires a minimum (10) ten days written notification prior to date of energization. Grimsby Power will make the connection within five (5) days of being notified that all conditions (including ESA Connection Authorization) have been met.

For high voltage services (>750V), Grimsby Power requires a minimum (20) twenty days written notification prior to date of energization. Grimsby Power will make the connection within ten (10) days of being notified that all conditions (including ESA Connection Authorization) have been met.

3.2 General Service Information

This section refers to General Service Customers (all customers not covered by Section 3.1).

Refer to Table 2 in the Appendix for Point of Demarcation, Standard Allowance, Connection Fees and Expansion Fees for General Services.

Due to the varied and complex nature of providing service to non-residential installations, customers should consult with Grimsby Power during the early planning stages to clarify Grimsby Power's requirements and timelines. See Section 3.2.2 for additional information.

Subdivision developments have additional requirements which are covered in a "Subdivision Development Agreement", available from the Engineering Department.

3.2.1 General

One single-phase standard general service or one three phase general service per lot, per customer.

Where upgrades are required to existing general services, the upgrade will be allowed to remain overhead. See section 2.3.4.2 for limits.

In circumstances where multiple services are installed to a general service customer, and one service is to be upgraded, the upgraded service will conform to one single phase standard and/or one three phase–general service per lot, per customer.

Customers with a 3-wire, three phase delta service must contact Grimsby Power before making any alterations or upgrades to their service. There are specific requirements that must be met to comply with the OESC and Grimsby Power standards. Contact the Engineering Department for more information.

3.2.1a) Standard Overhead Services (Single Phase Secondary)

Grimsby Power will supply, install and maintain overhead service conductors from the point of supply to the demarcation point at the owners' expense, refer to Table 2. For exceptionally long overhead services, Grimsby Power may require the installation to be constructed to Electrical Safety Authority requirements.

The owner will provide a rigid service mast or other acceptable methods to Electrical Safety Authority requirements with all clevises and insulators to sufficient height to maintain proper minimum clearance in accordance with Grimsby Power and Electrical Safety Authority.

Where existing overhead general services are required to be upgraded, the maximum allowable limit will be 400 amp, 120/240 volt, single (1) phase.

3.2.1b) Standard Underground Services (Single Phase Secondary)

Standard underground secondary services will be installed and terminated according to Grimsby Power standards (contact Engineering Department for latest standards and specifications), in either of the following manners:

Grimsby Power Owned

Grimsby Power at its discretion, will supply, install and maintain conductor for new standard underground General Services from point of supply to demarcation point, refer to Table 2. All material, labour, and installation by Grimsby Power or its agent will be at the owner's expense. Cost of

installation will be calculated by Grimsby Power at the time of designing the customer service layout.

Underground trenching shall be installed in accordance to Grimsby Power specification, and this will include conductor size and maximum length.

Grimsby Power will obtain utility locates and permission from relative road authorities required for trenching. The customer will be responsible to accurately inform Grimsby Power of any underground obstacles which may be encountered.

All meter bases will be of 200amp capacity to allow up to 250MCM for underground cable connections. Minimum size meter base to be used is: 17 1/2" x 10 1/8" x 4 1/2" for underground services.

Customer Owned

All utility locates and permissions from the relevant road authority required for the trenching are the responsibility of the property owner, as is the proper location of the trench with regard to neighbouring properties.

Customer supplied, installed and maintained conductor to be approved by the Electrical Safety Authority.

The trench must be inspected and approved by the Electrical Safety Authority.

For all no greater than 200 ampere services (max 4/0 conductor) we require you to provide 3 lengths of 2" x 10ft. PVC conduit, complete with weather head and six galvanized steel straps, for cover up at the pole. Customer is to provide enough conductor to connect. Instances where 250mcm conductor is required, the customer is to provide 2 ½" conduit.

Minimum size meter base to be used is: 17 ½" x 10 1/8" x 4 ½" for underground services.

A weather head is to be installed at the road pole to identify the service as being privately owned.

Grimsby Power will not consider themselves liable for any problems resulting from the cable size selected, or to be responsible for the detection and/or repair of any defects in the cable(s).

Voltage problems resulting from the cable selected is the responsibility of the owner.

Grimsby Power, where possible at the request of the customer, locate cable faults for a fee, but the repair and/or replacement of damaged cables will remain the responsibility of the customer.

3.2.1c) Large General Services (Single Phase Secondary)

Where general services are required to be larger than 200 amps, the maximum allowable limit will be 400 amp, 120/240 volt, single phase, three wire service.

All large general services are to be supplied, installed and maintained to Grimsby Power and Electrical Safety Authority specification and requirements at the customer's expense.

For 400 amp 120/240 volt single phase services, the owner will supply and install a self-contained meter base complete with a 4 Jaw transformer rated meter socket with self-shorting CT link on left side and a 400 & 400:5, 3 wire bar type current transformer (CT). For standards and specifications for acceptable meter bases and current transformers, please contact the Engineering Department.

Connection of meter base to secondary service wires is the responsibility of the owner.

3.2.1d) Primary Services

General Information

In urban areas, and rural areas where practical, primary General Services are to be installed underground. Urban and rural areas are defined by the Town of Grimsby.

Where it is determined through consultation with Grimsby Power that a primary supply is required, the customer will supply, install and maintain the service to Grimsby Power and Electrical Safety Authority specifications and requirements at the owners expense.

It is the customer's responsibility to ensure that all transformers and poles located on private property are kept clear of any obstacles in order to facilitate regular and emergency maintenance.

Customer underground services where Grimsby Power owns the transformer (as per Section 3.2.1e), the customer will supply install primary duct bank, primary cable, precast concrete vault, grounding system, and secondary cable c/w secondary termination connectors, as per Grimsby Power and Electrical Safety Authority specifications and requirements.

After successful installation and approvals by Grimsby Power and Electrical Safety Authority, Grimsby Power will only assume ownership of the transformer and primary cable. All other components (such as vault, grounding system, secondary cables c/w connectors and primary duct bank to remain the ownership of the customer.

For installation and material specifications please contact the Engineering Department.

Any repairs completed on customer owned equipment will require Electrical Safety Authority approval.

Underground

Cables terminating on supply pole will rise on the opposite side of the flow of traffic, where applicable.

Secondary termination connectors (compression type AL/CU 2 hole NEMA style pad for 1/2" bolt) to be supplied, installed, and maintained by the customer. Grimsby Power may at its discretion install secondary terminations if requested.

Primary cables terminating on poles up to 45’ require 13m of approved cable; poles in excess of 45’ will require consultation with Grimsby Power.

Grimsby Power will supply, install and connect primary cable terminations complete with required cable protection at the owner’s expense.

Primary cables will require testing by Grimsby Power, at the owner’s expense.

Overhead

The customer will supply, install and maintain the primary services framed to 27.6/16kV standards from point of supply to Grimsby Power and Electrical Safety Authority requirements.

Grimsby Power will terminate and install primary conductor at the point of supply at the customer's expense.

3.2.1e) Transformation

General Information

Transformation will be required to be installed within 10ft (3m) of an accessible roadway capable of carrying heavy trucks. This roadway is to facilitate the installation, repair or replacement of the transformer by Grimsby Power approved personnel. This roadway when required will be installed and maintained by the customer.

In cases of padmount transformer installations near roadways, the pad shall be oriented such that when the transformer is installed, the access door will open in a direction which will allow Grimsby Power's work personnel to face on-coming traffic.

Transformation will be sized in accordance to the available main service kVA capacity. In circumstances where transformation and main service capacity are not similar, it will be the discretion of Grimsby Power as to the appropriate sizing.

Transformation will be supplied and installed by Grimsby Power at the owner's expense. All transformation will be purchased by Grimsby Power in accordance with Grimsby Power Transformer Specifications.

Transformation to other service voltages (as specified in Section 3.2.4) will be supplied, installed and maintained by the owner in accordance with Grimsby Power standards and Electrical Safety Authority approval.

Primary supplies to, padmount transformers or customer owned substations will be one of the following as determined by Grimsby Power.

8320Y/4800 volts - 3 phase, 4 wire
27600/15935 volts - 3 phase, 4 wire

Dual voltage transformation will be required for primary voltages other than 16,000 Grd Y/27,600 volts, in order to facilitate voltage conversions.

When transformers are rated at or less than:

100 kVA single (1) phase pole mounted
1500 kVA three (3) phase padmount

the transformers will be purchased by Grimsby Power at the expense of the customer. The transformer will be ordered in accordance to Grimsby Power specifications. Transformation ownership may be assumed by Grimsby Power after successful inspection and energization and maintained in perpetuity by Grimsby Power.

Transformers rated larger than above shall be supplied, purchased and maintained by the owner to Electrical Safety Authority requirements. Where switch gear and/or primary cable entrance panels give access to parts that can only be de-energized and visibly isolated by Grimsby Power, access will be limited to Grimsby Power or on authorization from Grimsby Power.

All customer owned transformers are subject to the approved Grimsby Power transformer Loss Evaluation.

3.2.2 Early Consultation

Prior to the establishing new general service details to a building or lot, Grimsby Power will require the following information from the owner:

- a grading and site plan showing the building(s) in relation to existing and proposed property lines, other buildings, streets and driveways, and the location of other sources, gas, telephone, and water;
- a floor plan indicating unit numbers and corresponding service requirements;
- amperage of main source and/or sub services;
- voltage level;
- metering requirements - individual or bulk;
- a single line diagram showing the provision for metering facilities and a listing of all significant loads such as lighting, motors, cooling, heating, welders, etc.;
- requested energization date;
- preferred location of electrical room, and routing of primary conductors;
- completion of Grimsby Power Electrical Planning Requirements form.

3.2.3 Point of Demarcation

Refer to Table 2 in the Appendix for Point of Demarcation.

3.2.4 Supply Voltage

The service voltage will be established by the owner and will be one of the following:

120/240 volts - 1 phase 3 wire (maximum 400 amp)
208Y/120 volts - 3 phase 4 wire
600Y/347 volts - 3 phase 4 wire

3.2.5 Underground Service

All new general services will be serviced underground from a primary or secondary point of supply. In rural areas overhead primary services may be permitted.

3.2.6 Location of Transformers

The location of the supply point, primary cables, transformer, and metering will be established through consultation with Grimsby Power for both new and upgraded services. Failure to comply may result in relocation of the service at the owner's expense.

3.2.7 Supply of Equipment

The Distributor will supply, install and maintain equipment as specified in the applicable general service section.

The owner will supply, install and maintain equipment as specified in the applicable general service section.

3.2.8 Short Circuit Capacity

The Owner shall ensure that his service entrance equipment has an adequate short-circuit interrupting capability for the current and voltage that the equipment might be called upon to interrupt, as per the Electrical Safety Authority requirements.

Short circuit calculations are to be based on infinite primary current and using the appropriate minimum transformer impedances as indicated below:

For single phase 120/240V there are no minimum impedance requirements for transformers of 25 kVA. Transformers 50 kVA or larger will have impedances limited to an absolute minimum of 1.5%.

Minimum Three-Phase Transformer Impedance

Transformer Size - kVA	Minimum Transformer Impedance (208Y/120V and 600Y/347V Low-Voltage)
0-150	1.8%
225-300	2.0%
500	3.0%
750	3.5%
>750	4.0%

3.2.9 Access

Service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement from the property owner(s) involved.

The Customer will provide unimpeded and safe access to the Distributor at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution equipment.

3.2.10 Metering

The owner will make provisions acceptable to Grimsby Power for revenue metering equipment.

This provision could be one, or a combination of the following as established by Grimsby Power for each service:

- appropriate meter socket; as specified further in this Section;
- a lockable metal enclosure, with removable back plate of dimensions; as specified further in this Section;
- a lockable compartment within metal enclosed switchgear to accommodate Grimsby Power instrument transformers, as specified further in this Section.

Metering will be installed as per Revenue Metering Specifications as outlined further in this Section.

Prior to energization of service, Grimsby Power will require notification of approval from the Electrical Safety Authority. The service entrance and metering provision shall be inspected and accepted by Grimsby Power.

3.2.10.1 Revenue Metering Specifications

Grimsby Power will at the owner's expense supply and install revenue meters, instrument transformers, test panels and all interconnecting wiring.

The owner will provide at his expense, as outlined further in this section and section 2.3.7.9:

- Space acceptable to Grimsby Power, as outlined further in this section, for the installation of revenue metering equipment.
- Where metering equipment is required to be installed in a locked environment, the customer shall supply Grimsby Power with two keys.
- Facilities for attachment including meter sockets.
- A pad lockable metal enclosure with removable back plate.
- Installation of conduit for instrument wiring, where required.
- All metering installations and/or rooms must be inspected and approved by the Electrical Safety Authority.
- All metering rooms must be built in accordance with the Ontario Building Code, and shall include (at a minimum) adequate lighting, working space, ventilation, and at least one 15A 120V outlet.
- All meter shall be grouped in a central location, which is readily accessible to and approved by Grimsby Power.
- If electrical service room is to be located above or below the main floor level, a stairway built in accordance with the Ontario Building Code shall be installed. **Note: Ladders are not acceptable.**

All locations accessible to the general public will have a lockable enclosure or room for the service equipment and meters provided by the owner as follows:

- An electrical room;
  or
- A metal metering cabinet approved by Grimsby Power;
  or
- A metal enclosed switchgear approved by Grimsby Power and the Electrical Safety Authority.

All locations will be clear and safe with working space of not less than 1.2m (48").

Where the possibility of danger exists to workmen, or damage to equipment from moving machinery, vibration, dust, fumes or moisture, protective arrangements shall be provided by the customer to the approval of Grimsby Power.

3.2.10.2 Meter Socket Specifications

Detailed specifications and acceptable manufacturers are available from the Engineering Department.

120/240V, single (1) phase three (3) wire services no greater than 200A require:

- A 4 JAW, square type meter socket base.
- To be installed on the load side of the disconnect switch supplying each individual service.
- Minimum size meter base to be 17 1/2" x 10 1/8" x 4 1/2" for underground services.

120/240V, single (1) phase three (3) wire 400A service will require:

- A 4 Jaw 400 and 400:5, 3 wire, bar type current transformer rated meter base complete with self-shorting device on the left side, 400:5 current transformers and twin covers suitable for 120/240V (1) single phase service is required.

120/208V, two (2) phase with a neutral wire service no greater than 200A require:

- A 5 JAW, square type meter socket base (5th JAW to be installed in 3 o'clock position).
- To be installed on the load side of the disconnect switch supplying each individual service.

600Y/347 or 208Y/120V, three (3) phase, four (4) wire services no greater than 200A require:

- A 7 JAW, square type meter socket base complete with an isolated neutral connection.

- 208Y/120V services meter sockets will be allowed to be installed on the exterior of the building ahead of the disconnect switch.

- 600Y/347V services meter sockets are to be installed on the load side of the disconnect switch supplying each individual service.

Meter mounting height shall be 5' 8" (1.7meters) from final grade to centre of meter.

The customer/contractor shall permanently and legibly identify all metered services with respect to municipal address and/or unit #. The identification shall apply to all disconnect switches, and meter mounting devices.

Services will not be connected unless service identification on the disconnect switches and meter mounting devices, correspond with the appropriate addresses and/or unit #'s. Owners of the multiple unit buildings are required to inform Grimsby Power of any changes made to municipal address and/or unit #.

Where required by these conditions of supply, the owner shall supply, install and maintain a meter cabinet to Grimsby Power specifications.

3.2.10.3 Commercial and Industrial Meter Cabinet Specifications

Detailed specifications and acceptable manufacturers are available from the Engineering Department.

208Y/120V (3) three phase, four wire service over 200A require:

- Current Transformer Cabinet as outlined in Section 3.2.10.5.

600Y/347V (3) three phase, (4) four wire service over 200A require:

- Current Transformer Cabinet as outlined in Section 3.2.10.5.

3.2.10.4 Meter Cabinet

The meter cabinet will be supplied by Grimsby Power at the customer's expense**.**

A voice grade category-3 telephone line is to be installed in ½"(12.7mm) rigid P.V.C. conduit from customers main telecommunication panel to meter cabinet by the customer for Grimsby Power remote interrogation.

A 1 ¼" (32mm) rigid P.V.C. conduit complete with polypropylene pull rope is to be installed from the centre bottom of meter cabinet to the current transformer cabinet. The conduit is to be glued at all joints. Any components with removable access covers installed in the conduit will not be acceptable (i.e.: no "LB's"). The conduit is to be sealed and tamper-proof.

3.2.10.5 Current Transformer Cabinet

The current transformer cabinet will be supplied and installed by the customer at his expense. Detailed specifications and acceptable manufacturers are available from the Engineering Department.

36" (914mm)w x 36" (914mm)h x 10" (254mm)d CEMA/NEMA-1 current transformer cabinet for services up to 800A.

Current transformer cabinet is to be complete with the provision for padlocking and a removable steel back plate.

General Notes:

- Current transformer cabinet is to be installed on the load side of the main disconnect switch.
- Top of current transformer cabinet is to be mounted at a height of 6' (1828mm) from final grade.
- Current transformer cabinet location must not exceed a distance of 100' (30.4m) from the meter cabinet.
- The location of the indoor current transformer cabinet is to be readily accessible to and approved by Grimsby Power.
- Electrical contractor to supply, install and connect conductor termination lugs onto current transformers.
- Removable back plate must be submitted to Grimsby Power at least ten (10) working days prior to the date of energizing.
- 1 1/4" (32mm) PVC conduit to be installed in one continuous run from current transformer cabinet to meter cabinet complete with a minimum of 1/4" poly rope from current transformer to meter cabinet. Access type fittings are not acceptable.
- Back plate to be marked, top line, and load for current transformer polarity.
- Line side conductors are to enter at centre left and exit centre right of current transformer cabinet or vice versa.

3.2.10.6 Metal Enclosed Switchgear

The following regulations apply to the installation of instrument transformers and metering equipment within metal enclosed switchgear.

Grimsby Power will, at the owner's expense supply and install revenue meters, instrument transformers, test panels and all interconnecting wiring.

The owner shall:

Consult with Grimsby Power regarding metering equipment to be provided, which may include:

- potential transformers
- current transformers
- terminal test block
- All metal enclosed switchgear metering compartments will be equipped with a neutral bus bar for provision of connecting metering equipment.
- Submit two (2) copies of the manufacturers' switchboard drawings for approval. Drawing to indicate provisions for Grimsby Power metering arrangement complete with dimensions.
- Install meter cabinet and conduit.

3.2.10.7 Instrument Transformers

Instrument transformers shall be supplied and installed by Grimsby Power at the owner's expense in a separate switchgear compartment on the load side of a main switch to permit removal or replacement of equipment. The compartment door shall have provision for a Grimsby Power padlock.

3.2.10.8 Interval Metering

Grimsby Power will install, at the owners expense, interval metering on all new or upgraded 3 phase, 4 wire General Services above 50 kW.

A voice grade category-3 telephone line, for the purpose of remote interrogation, will be supplied by the customer for all new General Services above 50 kW.

Other Customers that request interval metering shall compensate Grimsby Power for all incremental costs.

3.2.10.9 Primary Metering

Where primary metering is required at the discretion of Grimsby Power or requested by the Customer, it will be installed at the customer's expense. Consultation is required with Grimsby Power

3.3 General Services (Above 50 kW)

A customer classified as General Service above 50 kW is a non-residential customer that is identified by the billing system as registering equal to or over 50 kW on a demand meter in any one month of the year.

3.4 General Services (Above 1000 kW)

A customer is classified as being above a 1000kW if they have a service of 1200 amps (600Y/347 volts) or larger.

Customer Owned installations with a transformer capacity of larger than 1000 kVA three (3) phase, the transformers shall be supplied and installed by the owner to Electrical Safety Authority and Grimsby Power requirements.

The customer will supply Grimsby Power with a copy of quotes from at least three (3) different transformer manufacturers for transformer loss evaluations by Grimsby Power. The Transformer Loss Formula used is the E.D.A. recommended formula as outlined below:

> 8.3N+4.1L for calculating the costs of transformer losses
> Where N is the No-Load at 100% rated voltage
> And L is the Full Load Losses at 100% rated voltage

All transformer quotes from manufactures must include the transformer price, certified no-load loses and full load losses.
Grimsby Power reserves the right to select the most suitable transformer accordingly to final transformer loss calculation. This procedure ensures that the transformer will best meet the combined needs of both Grimsby Power and the customer, and are not based on either transformer cost or losses alone.

3.5 Embedded Generation

For all embedded generation installations, Grimsby Power will follow the processes and technical requirements outlined in the OEB Distribution

System Code Appendix E and Appendix F, the rules for the IESO Feed in Tariff (FIT) and Micro Feed in Tariff (MicroFIT), and other rules and regulations that apply to specific generation connections. Up to date information on Grimsby Power's processes for embedded generation connections can be obtained from the Engineering Department.

Customers contemplating an embedded generation system should contact Grimsby Power at the earliest opportunity to determine maximum generator size allowed for each area, process timelines, and contract requirements.

Net metering regulation came into force on January 23, 2006, (see O. Reg. 541/05). A Customer wishing to participate in the Net Metering program may find more detail on the OEB's website at www.oeb.ca.

3.6 Embedded Market Participant

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

Refer to the Distribution System Code on the OEB's website at www.oeb.ca.

3.7 Embedded Distributor

An Embedded Distributor is a licensed distributor who is provided with electricity by Grimsby Power.

All Embedded Distributors within the service area of Grimsby Power are required to inform Grimsby Power of their status in writing 90 days prior to the supply of energy from Grimsby Power. The terms and conditions applicable to the connection of an Embedded Distributor shall be included in the Embedded Distributor Agreement with Grimsby Power.

Refer to the Distribution System Code on the OEB's website at www.oeb.ca.

3.8 Unmetered Connections

3.8.1 Street Lighting

All services to street lighting equipment owned by or operated for a municipality or the Province of Ontario shall be classified as Street lighting Service.

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

3.8.2 Power Supplies

This section pertains to the supply of electrical energy for power supplies for communication amplifiers, and similar small unmetered loads as determined by Grimsby Power. Please contact the Engineering Department for confirmation of acceptable loads that can be unmetered.

The service voltage will be 120 volts, single (1) phase, two (2) wire.

The method and location of supply will vary and will be established for each application though consultation with Grimsby Power.

The service will be unmetered. Energy consumption will be based on connected wattage information submitted by the customer and calculated as per hours of use.

For demarcation point and fees refer to Table 2.

Prior to energization of service, Grimsby Power will require notification of approval from the Electrical Safety Authority.

3.9 Small Metered Connections

3.9.1 Temporary Services (Construction Power)

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

Such services would be in place for a period of less than 12 months, extensions will be at the discretion of Grimsby Power.

All other temporary services will be dealt with as general services outlined in Section 3.2. For applicable charges refer to Table 2.

At the discretion of Grimsby Power one or more temporary services may be provided for a construction project.

The nominal service voltage will be one of the following:

120/240 volts, 1 phase, 3 wire (Max. 200 amp)
208Y/120 volts, 3 phase, 4 wire (Max. 200 amp)
600Y/347 volts, 3 phase, 4 wire (Max. 400 amp)

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

The owner will pay the total cost of the temporary service installation and removal, prior to the commencement of any work being initiated by Grimsby Power.

Primary or secondary pole lines required to be constructed on private property will be the responsibility of the customer. All pole lines will be built in accordance to the Electrical Safety Authority requirements and approvals.

The following information will be provided by the owner to Grimsby Power:

- requested energization and removal dates;
- amperage of service;
- preferred voltage;
- preferred point of service entrance;
- estimated kilowatt demand;
- a listing of all significant loads such as large motors;
- a site plan showing the location of the delivery point relative to lot lines and the street.

Metering

The owner will make provision, acceptable to Grimsby Power, for revenue metering equipment. Refer to Section 3.2.10.

Prior to energization of service, Grimsby Power will require notification of approval by the Electrical Safety Authority. The service entrance and metering provision shall be inspected and accepted by Grimsby Power prior to energization.

3.9.2 Other Small Metered Services

This section pertains to the supply of electrical energy for illumination of billboards, bus shelters, phone booths, etc. for which services from an adjacent structure is not readily available.

The nominal service voltage will be 120/240 volts, single (1) phase, three (3) wire.

The method and location of supply will vary and will be established for each application though consultation with Grimsby Power.

The service will be metered.

For demarcation point and fees refer to Table 2 in the Appendix.

Prior to energization of service, Grimsby Power will require notification of approval from the Electrical Safety Authority.

SECTION 4 - GLOSSARY OF TERMS

DEFINITIONS

Affiliate Relationships Code – means the code, approved by the OEB 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.

Application for Service – means the agreement or contract with Grimsby Power under which electrical service is requested.

OEB – means the Ontario Energy Board.

Building – means a building, portion of a building, structure or facility.

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.

Connection – means the process of installing and activating connection assets in order to distribute electricity to a Customer.

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

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

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 subdivisions.

Demand – means the average value of power measured over a specific interval of time, usually expressed in kilowatts (kW). Typical demand intervals are 15, 30 and 60 minutes.

Demand Meter – means a meter that measures a consumer's peak usage during a specified period of time.

Disconnection – means a deactivation of connection assets that results in cessation of distribution services to a consumer.

Distribute – with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less.

Distribution 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 Ontario Energy Board Act.

Distribution System – means a system for distributing electricity, and includes any structures, equipment or other things used for that purpose. A distribution system is comprised of the main system capable of distributing electricity to many customers and the connection assets used to connect a customer to the main distribution system.

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

Distributor – means a person who owns or operates a distribution system.

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

Electricity Safety Authority or "ESA" – means the person or body designated under the Electricity Act regulations as the Electrical Safety Authority.

Electric Service – means the customer's conductors and equipment for energy from Grimsby Power.

Embedded Distributor – means a distributor who is not a wholesale market participant and that is provided electricity by a host distributor.

Emergency – means any abnormal system condition that requires remedial action to prevent or limit loss of distribution system or supply of electricity that could adversely affect the reliability of the electricity system.

Energy – means the product of power multiplied by time, usually expressed in kilowatt-hours (kWH).

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

Energy Diversion – means the electricity consumption unaccounted for but that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off load(s) before revenue meter or meter tampering.

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

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.

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, large user, or Municipal Street Lighting. This includes multi-unit residential establishments such as apartments buildings supplied through one service (bulk-metered).

Generator – means a person who owns or operates a generation facility.

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.

Host Distributor – means the registered wholesale market participant distributor who provides electricity to an embedded distributor.

"IEC" – means International Electrotechnical Commission.

"IEEE" – means Institute of Electrical and Electronics Engineers.
"IESO" – means the Independent Electricity System Operator established under the Electricity Act.

In-fill Lots - Residential services that are not considered to be part of a subdivision development by the Town of Grimsby.

Interval Meter – means a meter that measures and records electricity use on a hourly or sub-hourly basis.

LEAP – refers to the Low-income Energy Assistance Program that may provide financial assistance to electricity customers facing disconnection. Customers must meet eligibility requirements and go through one of the intake agencies designated by the OEB for this service.

Main Service – refers to Grimsby Power's incoming cables, bus duct, disconnecting and protective equipment for a Building or from which all other metered sub-services are taken.

Market Rules – means the rules made under Section 32 of the Electricity Act.

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.

Meter Socket – means the mounting device for accommodating a socket type revenue meter.

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 Energy Board Act – means the Ontario Energy Board act, 1998, S.O. 1998, c.15, Schedule B.

Operating Agreement – means an agreement entered into between a distributor and a person connected to its distribution system that delineates the conditions of the operations of a facility that may impact the distribution system.

Operational Demarcation Point – means the physical location at which a distributor's responsibility for operational control of distribution equipment including connection assets ends at the customer.

Ownership Demarcation Point – means the physical location at which a distributor's ownership of distribution equipment including connection assets ends at the customer.

Person – includes an individual, a corporation, sole proprietorship, partnership, unincorporated organization, unincorporated association, body corporate, and any other legal entity.

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.

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.

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

Regulations – means the regulations made under the *Ontario Energy Board Act* or the *Electricity Act*.

Residential Service – means a service which is less than 50kW supplied to single-family dwelling units that is for domestic or household purposes, including seasonal occupancy. At Grimsby Power's discretion, residential rates may be applied to apartment buildings with 6 or less units by simple application of the residential rate or by blocking the residential rate by the number of units.

Retail Settlement Code – means the code approved by the Board and in effect at the relevant time, which, among other things, establishes a distributor's obligations and responsibilities associated with financial settlement among retailers and consumers and provides for tracking and facilitating consumers' transfers among competitive retailers.

Retailer – means a person who retails electricity.

Secondary Service – means any service, which is supplied with a nominal voltage less than 750 volts.

Service Agreement – means the agreement that sets out the relationship between a licensed retailer and a distributor, in accordance with the provisions of Chapter 12 of the Retail Settlement Code.

Service Area – with respect to a distributor, means the area in which the distributor is authorized by its license to distribute electricity.

Service Date – means the date that the customer and Grimsby Power mutually agree upon to begin the supply of electricity by Grimsby Power.

Subdivision – means a development of more than one lot by a single entity (developer) for which individual electrical services are required and is normally subject to an approval process by the local municipality.

Sub-Service – means a separately metered service that is taken from the main building service.

Supply Voltage – means the voltage measured at the customer's main service entrance equipment (typically below 750v). Operating conditions are defined in the Canadian Standards Association ("CSA") Standard CAN3-C235 (latest edition).

Temporary Service – means an electrical service granted temporarily for such purposes as construction, real estate sales, trailers, et cetera.

Transformer Room – means an isolated enclosure built to applicable codes to house transformers and associated electrical equipment.

Transmission System – means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose.

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

Transmit – with respect to electricity, means to convey electricity at voltages of more than 50 kilovolts.

Transmitter – means a person who owns or operates a transmission system.

Unmetered Loads – means electricity consumption that is not metered and is billed based on estimated usage.

APPENDIX

Table 1	**Residential**
Table 2	General

TABLE-1

Rate/Customer Class	Ownership Demarcation Point	Standard Allowance (Basic Connection)	Variable Service Connection Fee	Variable Expansion Fee	Service Disconnection by Fee (initiated by customer)
Standard Residential Single Phase Service - 200A – 120/240Volt					
Overhead Secondary (Utility Owned)	Top of Customer's Service Mast	Up to 30m OH service lines from distributor's secondary supply point c/w connection and transformation if required	Recovered through distributors rates	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Secondary (Customer Owned)	Connection to Utility owned secondary point of supply				
Underground Secondary (Utility Owned)	Line side of customers meter base	Equivalent credit for cost of 30m of #2 triplex and transformation allowance (supply and installation cost of 25kVA) if required	Recovered through Distributors rates	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Overhead Primary	Connection to Distributor owned primary point of supply	Equivalent credit for cost of 30m of #2 triplex and transformation allowance (supply and installation cost of 25kVA) if required	Recovered through Distributors rates	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Primary (Utility Owned)	Secondary connection of Distributor owned transformer.	Equivalent credit for cost of 30m of #2 triplex and transformation allowance (supply and installation cost of 25kVA) if required	Recovered through Distributors rates	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates

TABLE-1 continued

Rate/Customer Class	Ownership Demarcation Point	Standard Allowance (Basic Connection)	Variable Service Connection Fee	Variable Expansion Fee	Service Disconnection by Fee (initiated by customer)
Large Residential Primary/Secondary Single Phase Services 201-400A 120/240V					
Overhead Secondary	Top of customer service mast	Equivalent credit for cost of 30m of #2 triplex and transformation allowance (supply and installation cost of 25kVA) if required	Recovered through Distributors rates	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Secondary	Connection to Distributor owned secondary point of supply	Equivalent credit for cost of 30m of #2 triplex and transformation allowance (supply and installation cost of 25kVA) if required	Recovered through Distributors rates	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Overhead Primary	Connection to Distributor owned primary point of supply	Equivalent credit for cost of 30m of #2 triplex and transformation allowance (supply and installation cost of 25kVA) if required	Recovered through Distributors rates	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Primary	Secondary connection of Distributor owned transformer.	Equivalent credit for cost of 30m of #2 triplex and transformation allowance (supply and installation cost of 25kVA) if required	Recovered through Distributors rates	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates

TABLE-2

Rate/Customer Class	Ownership Demarcation Point	Standard Allowance (Basic Connection)	Variable Service Connection Fee	Variable Expansion Fee	Service Disconnection by Fee (initiated by customer)
General Service up to 400A 120/240V					
Overhead Secondary (Utility Owned)	Top of customer service mast	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Overhead Secondary (Customer Owned)	Connection to Distributor owned secondary point of supply	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Secondary (Customer owned conductors)	Connection to Distributor owned secondary point of supply	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Secondary (Utility owned conductors up to 200Ampere maximum)	Line side of meter base connections	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Primary	Secondary connection of Distributor owned transformer.	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Overhead Primary	Connection to Distributor owned primary point of supply	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates

TABLE-2 Continued

Rate/Customer Class	Ownership Demarcation Point	Standard Allowance (Basic Connection)	Variable Service Connection Fee	Variable Expansion Fee	Service Disconnection by Fee (initiated by customer)
General Service Three Phase 200Amp Max					
Overhead Secondary (Utility Owned)	Top of customer service mast	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Overhead Secondary (Customer Owned)	Connection to Distributor owned secondary point of supply	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Secondary. (Customer Owned)	Connection to Distributor owned secondary point of supply	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Overhead Primary (Customer Owned)	Connection to Distributor owned primary point of supply	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Primary	Secondary connection of Distributor owned transformer.	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates

TABLE-2 Continued

Rate/Customer Class	Ownership Demarcation Point	Standard Allowance (Basic Connection)	Variable Service Connection Fee	Variable Expansion Fee	Service Disconnection by Fee (initiated by customer)
General Service Three Phase >200 Ampere to 400 Ampere					
Underground Secondary (Customer Owned).	Connection to Distributor owned secondary point of supply	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Overhead Primary (Customer Owned)	Connection to Distributor owned primary point of supply	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
Underground Primary	Secondary connection of Distributor owned transformer.	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
General Service Three Phase >400 Ampere to 1600Ampere 600Y/347 Volt.					
Underground Primary	Secondary connection of Distributor owned transformer.	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates
General Service Three Phase >400 Ampere to 1600 Ampere 208Y/120 Volt.					
Underground Primary	Secondary connection of Distributor owned transformer.	Zero Credit	Customer charged 100% of actual cost, including labour and material.	Customer charged 100% of actual cost, including labour and material, for expansions and improvements to the utilities distribution system.	Recovered through distributors rates